



BOARD OF SUPERVISORS

Vacant, 1st District
Kevin Goss, Chair 2nd District
Sharon Thrall, Vice Chair 3rd District
Lori Simpson, 4th District
Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING OF OCTOBER 1, 2019 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

STANDING ORDERS

10:00 A.M. **CALL TO ORDER/ROLL CALL**

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

1. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A) CLERK OF THE BOARD

Approve Board minutes for September 2019

B) SHERIFF

Approve and authorize the Chair to sign agreement, not to exceed \$20,000, between County of Plumas and Lake Almanor Towing to provide services for towing and recovery; approved as to form by County Counsel **View Item**

C) BEHAVIORAL HEALTH

Authorize Behavioral Health to recruit and fill vacant, funded and allocated 1.0 FTE Fiscal Officer I/II or Management Analyst I/II, created by resignation **View Item**

D) SOCIAL SERVICES

- 1) Approve and authorize the Director of Social Services to sign contract, not to exceed \$6,300, between County of Plumas and National Council on Crime and Delinquency for Internet Access to SafeMeasures, and ratify effective July 1, 2019; approved as to form by County Counsel **View Item**
- 2) Approve and authorize the Director of Social Services to sign contract, not to exceed \$15,000, between County of Plumas and Plumas Crisis Intervention and Resource Center for Child Welfare Services (CWS) Housing Program; approved as to form by County Counsel **View Item**
- 3) Approve and authorize the Director of Social Services to sign contract, not to exceed \$125,000, between County of Plumas and Plumas Crisis Intervention and Resource Center for Housing Support for Homeless CalWORKs Recipients; approved as to form by County Counsel **View Item**

E) PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to sign the following Service Agreements for Fiscal Year 2019-2020; and ratify agreements effective July 1, 2019, approved as to form by County Counsel:
 - SNAP1920PCOE Plumas County Office of Education \$10,000
 - HPP1920BLESSE Ashley Blesse \$15,000
 - TURP1721WRL William Lewis \$13,200

View Item
- 2) Approve and authorize the Director of Public Health to sign Cooperative Agreement #FRC1920PCPHA between Feather River College and Public Health to provide various health care services to students attending Feather River College; approved as to form by County Counsel
View Item
- 3) Approve and authorize the Chair to sign a Memorandum of Understanding (PCCFC-COUNTY-MOU) between Plumas County Children and Families Commission and the County of Plumas, and ratify the MOU effective July 1, 2019, approved as to form by County Counsel **View Item**

F) PUBLIC WORKS

- 1) Authorize Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Public Works Solid Waste Program Manager position, employee returned to the Engineering Department **View Item**
- 2) Adopt **RESOLUTION** approving the Applicant to Apply for Grant Funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds **View Item**
- 3) Adopt **RESOLUTION** authorizing the Adoption of Caltrans Local Assistance Procedures Manual, Chapter 10, by the Department of Public Works for Projects Funded by Caltrans Local Assistance Programs **View Item**

2. PLUMAS RURAL SERVICES

Adopt **PROCLAMATION** Proclaiming the Month of October 2019 as Domestic Violence Awareness Month in Plumas County **View Item**

3. DEPARTMENTAL MATTERS

A) HUMAN RESOURCES – Nancy Selvage

- 1) Adopt **RESOLUTION** to amend the Plumas County Job Classification Plan and Position Allocation for Legal Secretary Trainee, Range 1656; Legal Secretary, Range 1826; and Legal Secretary – Senior, Range 1937 for District Attorney, Department 70301. **Roll call vote View Item**
- 2) Adopt **RESOLUTION** to amend the Plumas County Job Classification Plan for Librarian, Range 2050, Library, Department 20670 and 20675; and authorize Human Resources to recruit and fill the position. **Roll call vote View Item**

B) COUNTY SERVICE AREA #12 – Robert Perreault

Declare Transit Bus No. 335 – 2008 Chevy Cutaway Bus as surplus; and authorize Public works to include the bus, for sale, in the next Public Works auction; discussion and possible action **View Item**

4. BOARD OF SUPERVISORS

- A. Discussion and possible action to establish a formal process for appointment of Plumas County Sheriff
- B. Set Board meeting schedule for December 2019
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

1:00 P.M. **AFTERNOON SESSION**

5. **PLANNING** – Tracey Ferguson

- A. **PUBLIC HEARING:** 2019-2024 Public Review Draft General Plan Housing Element Update and CEQA Addendum; direct staff to return to the Board with a Resolution to accept the CEQA Addendum to the 2009-2014 Housing Element Initial Study/Negative Declaration Number 646 and adopt the 2019-2024 General Plan Housing Element; discussion and possible action **View Item**
- B. **PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE**, amending Plumas County Code, Title 9 (Planning and Zoning) Accessory Dwelling Units and Emergency Shelter. **Roll call vote View Item**

6. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Existing litigation - County of Plumas, Plaintiff v. American Valley Aviation, Inc., Defendant, Plumas Superior Court, Case No. LC19-Q0167
- B. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

Convene as the Governing Board for the Plumas IHSS Public Authority

- F. Conference with staff regarding labor negotiations: In-Home Supportive Services providers represented by the California United Homecare Workers Union, Local 4034, AFSCME/SEIU

Adjourn as the Governing Board for the Plumas IHSS Public Authority and reconvene as the Board of Supervisors

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, October 8, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

1B

Memorandum

DATE: September 10, 2019
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of October 1, 2019

It is recommended that the Board:

Approve and sign contract #PCSO00037 between the Plumas County Sheriff's Office (PCSO) and Lake Almanor Towing, in the amount of \$20,000.

Background and Discussion:

The term of this contract is 10/01/19 – 09/30/20. This purpose of this agreement with Lake Almanor Towing is to provide service to the Sheriff's vehicle towing & recovery.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and BRIAN T. PHILLIPS, an individual, doing business as Lake Almanor Towing (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars and 00/100 (\$20,000.00).
3. Term. The term of this agreement shall be from October 1, 2019 through September 30, 2020, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

7. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors

to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Roni Towery

Contractor:

Lake Almanor Towing
PO Box 891
Chester, CA 96020
Attention: Brian Phillips

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
26. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

CONTRACTOR:

Brian T. Phillips, an individual,
doing business as Lake
Almanor Towing

COUNTY:

County of Plumas, a political subdivision of
the State of California

By: _____
Name: Greg Hagwood
Title: Sheriff

_____ Date: _____

Chair, Plumas County Board of Supervisors

Attest:

By: _____ Date: _____
Name: Nancy Daformo
Title: Clerk of the Board of Supervisors

Approved as to form:

Plumas County Counsel

By: Sara Jones 9/10/19
Deputy County Counsel

COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Provide the following towing and automotive repair services on an as-needed basis upon request of the County:
 - a. Towing of vehicles.
 - b. Sale and installation of new tires.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Tires shall be charged at the "net state price".
2. Towing services shall be charged in accordance with the rate sheet attached hereto as Exhibit B-1.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

Exhibit B-1

Towing Rate Sheet

_____COUNTY INITIALS

CONTRACTOR INITIALS_____

Susanville Towing
P.O. Box 1327
2955 Johnstonville Rd
Susanville, CA 96130
(530) 257-5114 - phone
(530) 257-7185 - fax

Lake Almanor Towing
P.O. Box 891
333 Main St
Chester, CA 96020
(530) 258-3062 - phone
(530) 258-3065 - fax

Doyle Towing
P.O. Box 281
436-610 Susan Dr
Doyle, CA 96109
(530) 827-2617 - phone
(530) 827-3618 - fax

As of July 2019

Class A Tow Rates:

Cars and Trucks 10,000 GVW and under.

Basic Tow Rates:	\$150.00
Basic Road Service Rate:	\$125.00
Extra Time at Scene: (after 15 minues)	\$300.00 per hour
Extra Miles: (after 5 miles)	\$8.00
Dolly Tow: (extra hourly charge)	\$300.00
Drop Drive Line: (extra hourly charge)	\$300.00
Recover/Accident/Impound:	\$300.00
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	\$150.00

Class B Tow Rates:

Vehicles 10,001-26,000 GVW

Basic Tow Rates: (Minimum 1 hour)	\$275.00 per hour
Recovery/Accident/Impound:	\$350.00 per hour
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm-before 8am and Sunday's)	\$150.00

Class C Tow Rates:

Vehicles 26,001 + GVW

Basic Tow Rates: (Minimum 1 hour)	\$300.00 per hour
Recovery/Accident/Impound:	\$400.00 per hour
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	\$150.00

Servive Trucks:

Basic Service Call:	\$150.00 per hour
Pilot Car:	\$75.00 per hour
Traffic Control:	\$75.00 per hour
Helpers:	\$75.00 per hour

Flat Rates Light Duty

Susanville to Reno:	\$600.00
Susanville to Redding:	\$800.00
Susanville to Chico:	\$700.00
Doyle to Reno:	\$400.00
Chester to Chico:	\$500.00

BP

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045



Tony Hobson, Ph.D., Director

DATE: October 1, 2019

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director

*Shelley Evans
for Tony Hobson*

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Behavioral Health Department Fiscal Officer I/II or Management Analyst I/II

Recommendation

Approve the filling of the funded and allocated position of 1.0 FTE Behavioral Health Fiscal Officer I/II or Management Analyst I/II .50 in Department 70570 and .50 Department 70580. This position was approved and funded in the 2019-2020 budget.

Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Behavioral Health Fiscal Officer I/II or Management Analyst I/II position which was vacated due to resignation. The position was approved and funded in the 2019-2020 budget.

This position would be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the positions outlined in this letter.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE
CURRENTLY ALLOCATED IN 19-20 BUDGET
**1.0 FTE Behavioral Health Department Fiscal Officer I/II or
Management Analyst I/II**

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Department Fiscal Officer/ Management Analyst position is a legitimate business justification due to the financial and budgetary oversight necessary to the fiscal and administrative management within the Behavioral Health Department.**
- Why is it critical that this position be filled at this time? **The main function of this position is covering a wide range of required administrative responsibilities, such as assisting the Director and ASO in financial matters and grant compliance requirements.**
- How long has the position been vacant? **The former Department Fiscal Officer's last day was September 6, 2019.**
- Can the department use other wages until the next budget cycle? **Other wages are not suitable in recruiting, hiring, and retaining a Department Fiscal Officer or Management Analyst.**
- What are staffing levels at other counties for similar departments and/or positions? **Other county behavioral health departments of similar size use a comparable number of Department Fiscal Officers or Management Analysts.**
- What core function will be impacted without filling the position prior to July 1? **Timely flow and completion of claims, contracts, related accounting documents and time sensitive grant requirements would be negatively impacted on funding without the Department Fiscal Officer and/or Management Analyst.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There is a potential for the Behavioral Health Department to suffer the loss of revenue from State grants without proper management of revenue and expenditures. Most grants require applications to receive the funding and a plan of expenditure uses for the current and upcoming budget year. Without timely cost reporting, funds could be delayed.**

Plumas County Behavioral Health Department
September 2019

Director
Tony Hobson

Administrative Services Officer Shelley Evans	Behavioral Health QA/QI Manager Jessica McGill	MHSA Coordinator Aimee Heaney	Behavioral Health PN, RN, LVN Eliza Fletcher	Unit Supervisor Adult Kathy Schwartz	Unit Supervisor Children Sharon Sousa	Unit Supervisor SMI Pam Schaffer	Continuing Care Coordinator Jaquie Martinez-Blanton
Management Analyst Che Shannon	Systems Analyst Sam Schoppkem	Case Management Specialist I/II/III Aune Nielsen	Case Management Specialist I/II/III Gary Stadelson	BH Therapist I/II Matt Ward	BH Therapist I/II Carrie Little	DIC BH Therapist I/II Kristi Rood	DIC Office Supervisor Vicki Adamson
Fiscal Officer Vacant	Supervisor Site Coordinator Le Brunson	BH Site Coordinator Portola Ryan Rogers	Case Management Specialist I/II/III Eind Belcher	BH Therapist I/II Kegan Hood*	BH Therapist I/II Juinita Lamattina*	BH Therapist I/II Marina Lemasters	DIC BH Case Management Specialist I/II/III Paige Carrall
Clinical Records Specialist Robert McGill	BH Site Coordinator Greenville Rhonda Reames	Case Management Specialist I/II/III Jeff Achilles	Case Management Specialist I/II/III Teri Brown	BH Therapist I/II James Burkhalter	BH Therapist I/II Dian Merrill	Case Management Specialist I/II/III Ingard Tunde	Case Management Specialist I/II/III Desiree Irchul
Administrative Assistant Michelle Elliot	BH Site Coordinator Chester Nina Peay	Case Management Specialist I/II/III	Case Management Specialist I/II/III	Case Management Specialist I/II/III Nate Dunn	Case Management Specialist I/II/III	Behavioral Health DIC PN, RN, LVN Jessica Ayotte	Behavioral Health DIC PN, RN, LVN Jessica Ayotte
Administrative Assistant Amy Miller				Case Management Specialist I/II/III Nicole Lovell	Case Management Specialist I/II/III	DIC BH Case Management Specialist I/II/III Rob Johnston	DIC BH Case Management Specialist I/II/III Rob Johnston
Administrative Assistant Trudy Nield				Case Management Specialist I/II/III Luis Cunan	Case Management Specialist I/II/III	Case Management Specialist I/II/III Ray Stivers	Case Management Specialist I/II/III Ray Stivers
Support Services Coordinator John Jackson				Case Management Specialist I/II/III Kirsty Pierson	Case Management Specialist I/II/III		
Support Services Technician Sam Chandler				Case Management Specialist I/II/III Tammy Woden	Case Management Specialist I/II/III		
Support Services Technician Vacant							



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: SEPTEMBER 18, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 1, 2019, CONSENT AGENDA

RE: APPROVAL OF A RENEWED CONTRACT WITH NATIONAL COUNCIL
ON CRIME AND DELINQUENCY FOR INTERNET ACCESS TO SAFEMEASURES®

It is Recommended that the Board of Supervisors

Approve a renewed agreement between the Department of Social Services and the National Council on Crime and Delinquency for Internet Access to SafeMeasures®.

Background and Discussion

SafeMeasures® is proprietary data base which provides a mechanism for our Child Welfare staff to monitor case management activities in accordance with the federally proscribed outcome measures for children in the Child Welfare system. All California counties must adhere to these standards. When they don't, performance improvement criteria must be established.

In September of 2004 the Board of Supervisors approved a Department of Social Services request to contract for an Internet subscription to SafeMeasures®. Since then, the Department has continued to subscribe to this data base tool and reporting system. We have been able to secure a discounted pricing structure because we participate with a number of other north state counties as a purchasing consortium.

Our existing agreement for the use of SafeMeasures® terminated effective June 30, 2019. The Department requests that your Board ratify the agreement.

Financial Impact

The cost to Plumas County for access is \$6,300 per year compared to the regular \$10,000 plus per year charged to larger jurisdictions. Our requested County budget includes an appropriation for this agreement. Costs are shared between our federal and state Children's Services allocation with a local 15% contribution from Realignment funds.

Other Agency Involvement

County Counsel has reviewed the agreement and approved it as to form.

Copies: PCDSS Management Staff (memo only).

Enclosure

Reporting Service Subscription Agreement For Internet Access to SafeMeasures®

This agreement is between the National Council on Crime and Delinquency, a nonprofit corporation organized under the laws of New York, with business offices in Madison, Wisconsin, USA ("NCCD") and Plumas County, on behalf of its Health and Human Services Department (collectively, "Customer").

BACKGROUND AND PRODUCT DESCRIPTION

- A. NCCD has developed and owns all rights, title, and interest in a certain child welfare reporting service identified as the NCCD Internet Reporting Service, and referred to as SafeMeasures®. SafeMeasures uses case-level data from a child welfare agency's management information system (MIS) and publishes it via a conventional web browser in a series of concise, interactive management reports.
- B. SafeMeasures is a subscription reporting service that permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format. These reports permit them to estimate current workload demand, plan more effective service interventions, and monitor certain performance indicators established by state or federal regulatory requirements. SafeMeasures includes case-level quality control displays that agencies may employ to improve compliance with state or federal performance audits.

Acknowledging the sufficiency of the consideration exchanged, the parties agree as follows.

1. Provision of Service.

- 1.1 Web-Based Reports. During the Term of this Agreement, NCCD will provide Customer with interactive web-based management reports ("Management Reports"), which permit the Customer to categorize agency compliance with various measures, and permit Customer to identify the specific cases within each category. NCCD will specifically:
 - (a) Provide Management Reports within 45 business days after first receiving raw MIS data from the Customer; and
 - (b) Provide regular updates of Management Reports, provided that Customer or another agency regularly submits raw MIS data to NCCD for processing and analysis. Such updates will be provided within three business days of receipt of the MIS data by NCCD.
- 1.2 Access to Customer Data. If requested by NCCD, Customer will supply a copy of the CWS/CMS databases, or specifically designated data tables therein, that store agency data to be used by NCCD. If data is supplied by a third party, Customer will authorize and facilitate release of the data to NCCD.
- 1.3 Access to Website Restricted. The right to access the SafeMeasures website is jurisdiction- and agency-specific. Only Customer and its employees or agents

may access or use the SafeMeasures website for the Customer's monitoring and reporting needs. Specifically, and without limitation, Customer may not act as a relay or intermediary allowing access to the SafeMeasures website to any third-party jurisdiction, agency, individual, or business for any purpose.

- 1.4 Internal Business. Customer may only use SafeMeasures for its own internal purposes. Customer's internal purposes do not include extending this service to third parties, except that data may be provided to state and governmental authorities if required by law.
- 1.5 Competing Services or Products. Customer shall not use all or any part of SafeMeasures or its documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of SafeMeasures, regardless of whether such service or product is distributed with or without consideration.
- 1.6 Copyright Ownership and License. Customer acknowledges that NCCD owns the copyright in all graphic interfaces, reports, displays, and formats ("Original Works"). NCCD grants Customer a fully paid-up license to display, reproduce, and distribute the Original Works for its internal purposes for the Term of the Agreement.
- 1.7 Training. NCCD will provide training as specified in Exhibit A. Customer will provide training facility, equipment, and access to the SafeMeasures training website.
2. Data Transmission. Customer, or other party supplying MIS data, shall use one of the following methods to send weekly extracts of agency MIS data to NCCD for processing and analysis.
 - 2.1 Compact Disk. Customer or supplying party will copy data onto one or more compact disks and mail to NCCD via overnight delivery service; or
 - 2.2 Secured File Transfer Protocol (SFTP) over Secure Shell (SSH). Customer or supplying party will send data over a secure channel to NCCD's secure SSH server. This transfer may be made using a dedicated SSH file transfer client.
3. Reporting Service Subscription Fee. Customer will pay NCCD the fees ("Reporting Service Subscription Fees") according to the payment schedule specified in attached Exhibit A and all applicable taxes related thereto unless Customer provides evidence that Customer is exempt from such taxes.
4. Updates. During the Term of this Agreement, NCCD will provide to Customer updates, error corrections, and modifications to SafeMeasures displays ("Updates") as such Updates become available. Updates do not include modifications to displays specifically requested by Customer. Any Customer requested modifications must be made by NCCD at NCCD's published service rates. NCCD reserves the right to use the displays created for Customer, and analyses to produce such displays, for other parties, whether such displays were suggested by NCCD or the Customer. NCCD shall not use any Customer data in its publishing for other parties without Customer's permission.

for Customer, and analyses to produce such displays, for other parties, whether such displays were suggested by NCCD or the Customer. NCCD shall not use any Customer data in its publishing for other parties without Customer's permission.

5. Term and Termination

5.1 Term. The term of this Agreement commences July 1, 2019 and shall remain in effect through June 30, 2021, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by NCCD Limited from July 1, 2019 to date of approval of this Agreement by the Board of Supervisors. After expiration of the current Term, NCCD will not provide any Updates to Customer, and Customer must cease all use of SafeMeasures.

5.2 Renewal. If Customer is not in default of this Agreement, Customer and NCCD may renew this Agreement for an additional period ("Renewal Term"). Prior to the expiration of the current Term, NCCD may, in its discretion, issue a quotation of the Reporting Service Subscription Fees for the Renewal Term. Renewal of this Agreement will be effective upon (a) NCCD's issuance of a quotation of the new Reporting Service Subscription Fees, and (b) NCCD's acceptance of Customer's corresponding purchase order.

In order to ensure continuous access to the SafeMeasures Internet reporting service, the effective date of any renewal contract will begin one day after the previous contract expires. If a renewal contract is not fully executed and received by NCCD within 30 days of contract expiration, NCCD reserves the right to discontinue access to the SafeMeasures Internet reporting service until a renewal contract is in place.

5.3 Termination for Cause. A party may terminate this Agreement if the other party commits a material breach that is not cured within 30 days of a written notice of such material breach. This Agreement may be terminated immediately for a breach of Customer's obligation to pay fees under this Agreement or a breach of Sections 1.3, 1.4, or 1.5 of this Agreement.

6. NCCD Warranty, Disclaimers, and Remedies.

6.1 Warranty. NCCD warrants that:

- (a) Provided that Customer or another designated party regularly submits the required raw MIS data to NCCD, SafeMeasures will perform substantially as described in this contract and SafeMeasures promotional material.
- (b) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration.

fitness for any purpose, particular, specific, or otherwise. The foregoing express warranty is the only warranty of any kind for SafeMeasures. NCCD makes no warranties whatsoever for any Original Works® that have been modified by Customer, nor does NCCD warrant that SafeMeasures will be offered without interruption.

- (e) Customer acknowledges that NCCD provides no monitoring, analysis, or review of the accuracy or quality of the Customer's data accessed through SafeMeasures.

6.2 Remedies. If SafeMeasures does not operate substantially as warranted (hereinafter describe as "Noncompliance"), Customer will provide NCCD with sufficient details available to Customer about the Noncompliance to allow NCCD to reproduce it. As Customer's exclusive remedy for any Noncompliance, and as NCCD's entire liability in contract, tort, or otherwise of such Noncompliance, NCCD will either:

- (a) Correct the Noncompliance; or
- (b) If NCCD is unable to correct the Noncompliance after a reasonable opportunity to do so, Customer may:
 - (i) Request that NCCD cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service Subscription Fee; or
 - (ii) Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

7. Intellectual Property Indemnification by NCCD.

7.1 Indemnification. If a third party claims that SafeMeasures infringes any copyright, patent, trade secret, or other rights of any third party, NCCD will (as long as Customer is not in material breach of this Agreement) defend Customer against such claim at NCCD's expense, and NCCD will pay all damages that a court finally awards based solely on such claim, provided that Customer notifies NCCD in writing of such claim within 21 days of Customer's receipt of notice of the existence or possible existence of such claim, and further provided that Customer allows NCCD sole and exclusive control over the resolution of such claim, and that Customer cooperates fully with NCCD, at NCCD's cost, in the defense of such claim and in any related settlement negotiations.

7.2 Replacement, Refund. If such a claim is made or appears possible, NCCD may, using reasonable business judgment, either secure Customer's right to continue to use SafeMeasures by modifying or replacing the portion of SafeMeasures that is the basis for the claim so that such portion of SafeMeasures is no longer infringing, or NCCD may provide Customer with a credit equal to the portion of previously paid Reporting Service Subscription Fee prorated to the remainder of the Term or Renewal Term of the Agreement.

8. Limitation of NCCD's Liability, Consequential Damages. The cumulative liability of NCCD to Customer for all claims relating to SafeMeasures and any services rendered under this Agreement will not exceed the total amount of all Reporting Service Subscription Fees paid to NCCD by Customer for SafeMeasures during the one-year period prior to the date NCCD is notified of such claim. This limitation will not apply to third parties' indemnification obligations set forth in Section 7. In no event will NCCD be liable for any special, indirect, incidental, or consequential losses or damages, even if NCCD has been advised of the possibility of such potential loss or damage. Except as set forth in Section 7, and solely to the extent provided therein, NCCD will not indemnify Customer in any way against any claim.
9. Customer Warranties. Customer warrants that:
 - 9.1 Customer will only allow access to SafeMeasures as permitted under this Agreement. If Customer wishes to extend its use of SafeMeasures beyond this Agreement, Customer will obtain NCCD's prior written consent and pay the applicable Reporting Service Subscription Fees.
 - 9.2 Customer will provide the requested case-based MIS data to NCCD using one of the methods described in Section 2; or, if data is supplied by another party, Customer will execute all necessary agreements and permissions to release this data to NCCD.
10. General.
 - 10.1 Installation. Customer is responsible for providing access to the SafeMeasures website via the Internet to its users. NCCD will, as requested, provide reasonable assistance (up to three hours) with set-up of user workstations and use of SafeMeasures via telephone, fax, or email at no additional charge to the fees as outlined in Exhibit A. Customer may hire NCCD to provide additional training or assistance at the prevailing published rates plus travel expenses.
 - 10.2 Notification of Rights. In copying SafeMeasures web reports as authorized under the terms of this Agreement, Customer will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures. Customer will use reasonable efforts to keep persons with access to SafeMeasures from modifying or suppressing any of the copyright notices that appear on SafeMeasures media, documentation, files, and banners.
 - 10.3 Service Fees. NCCD reserves the right to charge additional service fees if Customer seeks assistance for any other matters not explicitly covered by this Agreement.
 - 10.4 Complete Agreement, Modification of This Agreement. This Agreement contains the complete and final agreement of the parties and supersedes previous understandings related to the subject matter hereof whether oral or written. This Agreement may only be modified by an amendment signed by authorized representatives of NCCD and Customer. Any term in Customer's purchase order that is in addition to or different from terms of this Agreement, other than

acceptance of the Reporting Service Subscription Fees for the Renewal Term, are not part of this Agreement.

- 10.5 Non-Assignment. Neither this Agreement nor the rights of Customer under this Agreement may be transferred, leased, assigned, or shared without NCCD's prior written consent.
- 10.6 Confidentiality. Customer will not disclose SafeMeasures Original Works to anyone other than its employees, consultants (who are bound by a written confidentiality agreement), volunteers, and interns, except for information that is or later enters the public domain through no fault of Customer.
- 10.7 Waiver. The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other default or breach of this Agreement or a subsequent waiver of that same default or breach.
- 10.8 Governing Law and Severability. The laws of the State of California and the United States govern this Agreement. Customer consents to jurisdiction and venue in the courts of Plumas County, California, or in the Federal District court serving Plumas County, California, for any claims arising out of this Agreement. If any part of this Agreement is held to be invalid, that part will be omitted, but the balance of the Agreement will remain in full force and effect.
- 10.9 Survival. All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligation survive the termination or expiration of this Agreement.
- 10.10 Headings. The headings used herein are for reference and convenience only and will not be used to interpret any provision of this Agreement.
- 10.11 HIPAA Compliance. NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data. Customer acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy and Security Rules") do not apply to the Customer data that is the subject of this Agreement, because the data is not subject to requirements of HIPAA. However, NCCD acknowledges that the Customer data may include health information and other information of a personal and sensitive nature and will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules.
- 10.12 Notices. All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt), registered mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below.

If to NCCD: NCCD
426 South Yellowstone Drive
Madison, WI 53719
Attn: Matt Wade
Phone/Fax: (800) 306-6223; (608) 831-6446
Email: mwade@nccdglobal.org

If to Customer: ~~Leslie Mohawk~~ *Debbie Wingate*
270 County Hospital Road, Suite 207
Quincy, CA 95971
Phone/Fax: (530) 283-6350; (530) 283-6368
Email: ~~lesliemohawk@countyofplumas.com~~
debbiewingate@countyofplumas.com

Direct invoices to: Jennifer Bromby
270 County Hospital Road, Suite 207
Quincy, CA 95971
Phone: (530) 283-6350
Email: jenniferbromby@countyofplumas.com

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed by their respective duly authorized representatives.

Customer:

Neal Caiazzo
Signature

Neal Caiazzo
Name

Director
Title

9.18.19
Date

NCCD:

Signature

Name

Title

Date

APPROVED AS TO FORM:

[Signature] *9/16/19*
Gretchen Stuhr
Deputy County Counsel

Exhibit A**Reporting Service and Additional Fees****Annual Reporting Service Subscription Fee**

\$6,300

Renewal Period 07/01/2019 to 06/30/2021**Total Fee Due Over 2 Years**

\$12,600

Payment Schedule

50% of Reporting Service Subscription Fee (\$6,300) on contract effective date (July 1, 2019).

50% Remaining Balance is due on July 1, 2020

Training (if requested by Customer)

Up to two remote training sessions via the Internet to train supervisors, managers, and administrators as requested by the County.

Additional/Onsite Support/Training (if requested by Customer)

Time and Materials at \$125 per hour

All Travel Expenses

County Responsibilities

- Provide computer lab for training.
- Designate at least one local SafeMeasures administrator to maintain user IDs and to coordinate the handling of questions or problems regarding SafeMeasures with NCCD.
- Provide access to the SafeMeasures website: <https://www.safemeasures.org/ca>



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: SEPTEMBER 18, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 1, 2019, CONSENT AGENDA

RE: APPROVE A CONTRACT WITH THE PLUMAS CRISIS INTERVENTION AND
RESOURCE CENTER FOR CHILD WELFARE SERVICES (CWS) HOUSING
PROGRAM

It is Recommended that the Board of Supervisors

1. Approve a contract between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$15,000.
2. Authorize the Director of the Department of Social Services to execute the contract as the Board's designee.

Background and Discussion

A critical element in CWS families reunifying is to assure that they have stable housing. A family can have great difficulty getting their children back if they do not have permanent and secure housing. PCIRC's goal is to utilize this funding to foster housing retention by addressing a family's immediate housing crisis and placing homeless CWS families into permanent housing while providing comprehensive wraparound supportive services to the family in order to stabilize and support their achievement of self-sufficiency.

Financial Impact

The agreement calls for compensation not to exceed \$15,000 per year for case management and supportive services. Funds to support this agreement include federal and state funds, and county 2011 Realignment funds. The program is budgeted. It does not impact the County General Fund.

Other Agency Involvement

County Counsel has reviewed the agreement and approved it as to form.

Copy: Debbie Wingate, Program Manager

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation hereinafter referred to as "Contractor" or "PCIRC".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00).
3. Term. The term of this Agreement shall be from July 1, 2019 through June 30, 2020, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies and approves this Agreement for payment.
4. Extension. This Agreement may be extended for two additional twelve month periods not to exceed two years subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
5. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability

coverage (including non-owned automobiles) shall meet the following requirements:

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance

requirements of this Agreement and Contractor shall verify subcontractor's compliance.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approval of whatsoever nature that is legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this Agreement.
16. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* which relate to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Social Services
County of Plumas
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo, Director

Contractor:

Plumas Crisis Intervention and Resource Center
591 West Main Street
Quincy, CA 95971
Attention: Johanna Downey, Executive Director

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees

to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

CONTRACTOR:

**Plumas Crisis Intervention and
Resource Center, a California
Corporation**

By: _____

Name: Johanna Downey

Title: Executive Director

Date: _____

COUNTY:

**County of Plumas, a political
subdivision of the State of
California**

By: Neal Caiazzo

Name: Neal Caiazzo

Title: Director

Date: 9.18.19

By: _____

Name: Scott Corey

Title: Chief Financial Officer

Date: _____

Approved as to Form:

[Signature] 9/16/19

Deputy County Counsel

EXHIBIT A**Scope of Work**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize realignment funds provided by the Plumas County Department of Social Services (PCDSS) to develop a Child Welfare Services (CWS) Housing Program (HP) to provide homeless prevention and support services to engage parents with children participating in family reunification. The program will be offered through access to the following resources located at each of the four Family Resource & Community Wellness Center sites located in Quincy, Portola, Greenville and Chester.

PCIRC's goal is to utilize this funding to foster housing retention by addressing a family's immediate housing crisis and placing homeless CWS families into permanent housing while providing comprehensive wraparound supportive services to the family in order to stabilize and support their achievement of self-sufficiency. Wraparound services are services that are individually tailored to meet the needs of the population served, but shall include direct case management services provided by PCIRC and services brokered through case management services.

PCIRC and PCDSS will establish a referral system to the HP for families whose only barrier to reunification with their children is a lack of permanent housing. Funds will be utilized for deposit assistance for rent and utilities as well as for time-limited rental assistance to establish permanent housing.

PCDSS shall provide PCIRC with signed releases of information forms from each family referred to PCIRC for House Support Services.

PCIRC will invoice the County on a monthly basis with a breakdown of each family served and what individual services were provided to each family.

EXHIBIT B**Fee Schedule**

PCIRC will invoice the County on a monthly basis. In no event shall the total of the invoices received during the term of this Agreement exceed \$15,000.00, unless modified pursuant to the terms of this Agreement.

Plumas Crisis Intervention and Resource Center Budget

CWS Housing Program	\$	15,000.00
TOTAL	\$	15,000.00



NEAL CAIAZZO
DIRECTOR

**DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN**

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: SEPTEMBER 18, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 1, 2019 CONSENT AGENDA

RE: APPROVE A CONTRACT WITH THE PLUMAS CRISIS INTERVENTION AND
RESOURCE CENTER FOR HOUSING SUPPORT FOR HOMELESS CalWORKs
RECIPIENTS

It is Recommended that the Board of Supervisors

1. Approve a contract between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$125,000.
2. Authorize the Director of the Department of Social Services to execute the contract as the Board's designee.

Background and Discussion

A critical element in promoting self-sufficiency for families who receive CalWORKs is to assure that they have stable housing. A family can have great difficulty meeting their employment goals when they do not have permanent and secure housing. For that reason, the state has initiated a housing support program for families receiving CalWORKs benefits.

The CalWORKs Housing Support Program has, as its goal, fostering housing retention and assisting CalWORKs families in finding and keeping permanent housing. The program includes providing comprehensive wraparound services to support maintaining housing stability. Because stable housing is critical to achieving self-sufficiency, the program includes individually tailored case management services.

Financial Impact

The agreement calls for compensation not to exceed \$125,000 per year for case management and supportive services. Funds to support this agreement include federal and state funds, and county 2011 Realignment funds. The program is budgeted. It does not impact the County General Fund.

Other Agency Involvement

County Counsel has reviewed the agreement and approved it as to form.

Copy: Debbie Wingate, Program Manager

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation hereinafter referred to as "Contractor" or "PCIRC".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ONE HUNDRED TWENTY FIVE THOUSAND Dollars (\$125,000.00).
3. Term. The term of this Agreement commences July 1, 2019 and shall remain in effect through June 30, 2020, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves this Agreement for payment.
4. Extension. This Agreement may be extended for two additional twelve month periods not to exceed two years subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
5. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete,

certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this Agreement and Contractor shall verify subcontractor's compliance.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this Agreement.
16. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* which relate to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Social Services
County of Plumas
270 County Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo, Director

Contractor:

Plumas Crisis Intervention and Resource Center
591 West Main Street
Quincy, CA 95971
Attention: Johanna Downey, Executive Director

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code

section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation,

By: _____

Name: Johanna Downey

Title: Executive Director

Date: _____

By: _____

Name: Scott Corey

Title: Chief Financial Officer

Date: _____

COUNTY:

County of Plumas, a political subdivision of the State of California

By: Neal Caiazzo

Name: Neal Caiazzo

Title: Director

Date: 9.18.19

Approved as to Form:

[Signature] 9/16/19

Deputy County Counsel

EXHIBIT A**Scope of Work****Housing Support Program**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize funds provided by the Plumas County Department of Social Services (PCDSS) to administer the CalWORKS Housing Support Program (HSP) for Plumas County.

PCIRC's goal is to utilize this funding to foster housing retention by addressing a family's immediate housing crisis and placing homeless CalWORKS families into permanent housing while providing comprehensive wraparound supportive services to the family in order to stabilize and support their achievement of self-sufficiency. Wraparound services are services that are individually tailored to meet the needs of the population served, but shall include direct case management services provided by PCIRC and services brokered through case management services.

PCDSS shall provide PCIRC with signed releases of information forms from each family referred to PCIRC for Housing Support Services.

PCIRC will invoice the County on a monthly basis with a breakdown of each family served and what individual services were provided to each family.

EXHIBIT B**Fee Schedule**

In no event shall the total of the invoices received during the term of this Agreement exceed \$125,000.00, unless modified pursuant to the terms of this Agreement.

Plumas Crisis Intervention and Resource Center Budget

CalWORKs Housing Support Program	\$	125,000.00
Costs of associated overhead or administrative support limited to 10%		

TOTAL OF ALL EXPENSES

\$ 125,000.00



1E1

Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

Date: September 13, 2019
To: Honorable Board of Supervisors
From: Andrew Woodruff
Agenda: Consent Item for October 1, 2019

Recommendation: Approve and direct the Chair to sign the following Service Agreements for Fiscal Year 2019-2020; and ratify agreements effective July 1, 2019, approved as to form by County Counsel:

SNAP1920PCOE	Plumas County Office of Education	\$10,000.00
HPP1920BLEASSE	Ashley Blesse	\$15,000.00
TURP1721WRL	William Lewis	\$13,200.00

Background: As the Board may recall, Plumas County Public Health Agency receives funding each year from the California Department of Health Services, Emergency Preparedness Office to improve local public health department preparedness and ability to respond to bioterrorism for the Hospital Preparedness Program. Often, in an effort to work effectively and efficiently Public Health contracts with providers to extend programs and/or provide services for various programs.

Fiscal Impact: There is no financial impact on the County General Fund, as these agreements are fully funded by the following Programs in Public Health: Supplemental Nutrition Education, Hospital Preparedness and Tobacco Use Reductions Services.

Please contact me if you have questions, or need additional information. Thank you.



1E2

Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

Date: August 23, 2019

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for October 1, 2019

Recommendation: Approve Cooperative Agreement #FRC1920PCPHA between Feather River College and Public Health to provide various health care services to students attending Feather River College, and authorize the Director to sign as the Board's designee.

Background Information: As the Board is aware Plumas County Public Health Agency has provided health services to students at Feather River College for many years. These services include; counseling and health education, assessment and/or referral.

Through this Cooperative Agreement Feather River College will cover the cost of providing these health services to students attending Feather River College. No additional staff is needed to provide these services. The Cooperative Agreement is effective July 1, 2019 through June 30, 2020 and is in the amount of \$25,000.00.

Please contact me should you have any questions or need additional information.

Thank you.



Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

1E3

Date: September 13, 2019
To: Honorable Board of Supervisors
From: Andrew Woodruff
Agenda: Consent Item for October 1, 2019

Recommendation: Approve and direct the Chair to sign a Memorandum of Understanding (PCCFC-COUNTY-MOU) between Plumas County Children and Families Commission and the County of Plumas, and ratify the MOU effective July 1, 2019, approved as to form by County Counsel

Background Information: As the Board is aware in 1998, California voters passed Proposition 10, which created a \$.50 per pack tax on cigarettes and similar tax on other tobacco products. The resulting revenues are used for programs that support children from prenatal to five years of age and their families, including parent education, growth and development, child care, and health services. Funds are restricted and are governed by the California Children and Families Commission and a County Commission appointed by the County Board of Supervisors (Plumas County Children and Families Commission). Statewide annual revenues vary depending on tobacco product sales.

The Plumas County Children and Families Commission has been meeting regularly since August 1999. The required countywide needs assessment and strategic plan have been approved and implemented. Proposition 10 Planning funds allowed the Plumas County Children and Families Commission to move decisively towards completion of necessary tasks in a comprehensive and efficient manner. Commission members and staff have developed By-Laws consistent with the Proposition 10 legislation and the rural needs of Plumas County. Funds have been allocated for a number of projects including: parent education and home visitation, infant services for developmentally delayed children, Healthy Touch Program, child care, upgrade of playground equipment, and oral health services to children ages 0-5 years.

In 1999 Plumas County entered into a Memorandum of Understanding with the Commission defining relationships and expectations. The Memorandum of Understanding, which has been approved by County Counsel, is on file with the Clerk of the Board for your review.

Please contact me should you have any questions or need additional information.

C:\Documents and Settings\Rosie Olney\My Documents\BOS\PCCFC MOU July 1, 2019.doc

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the October 1, 2019 meeting of the Plumas County Board of Supervisors

September 23, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works *Robert A Perreault*

Subject: Authorization for the Department of Public Works/Solid Waste Division to fill the vacancy of one (1) FTE PW Solid Waste Program Manager.

Background:

The current Public Works Solid Waste Program Manager has decided to opt out of the Solid Waste Program Manager position, thus returning to the Engineering Department, effective September 30, 2019. The result is that one (1) Solid Waste Program Manager position is now vacant.

The Department is requesting to fill the Solid Waste Program Manager position.

These positions are funded and allocated in the proposed FY19/20 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Solid Waste Program Manager.

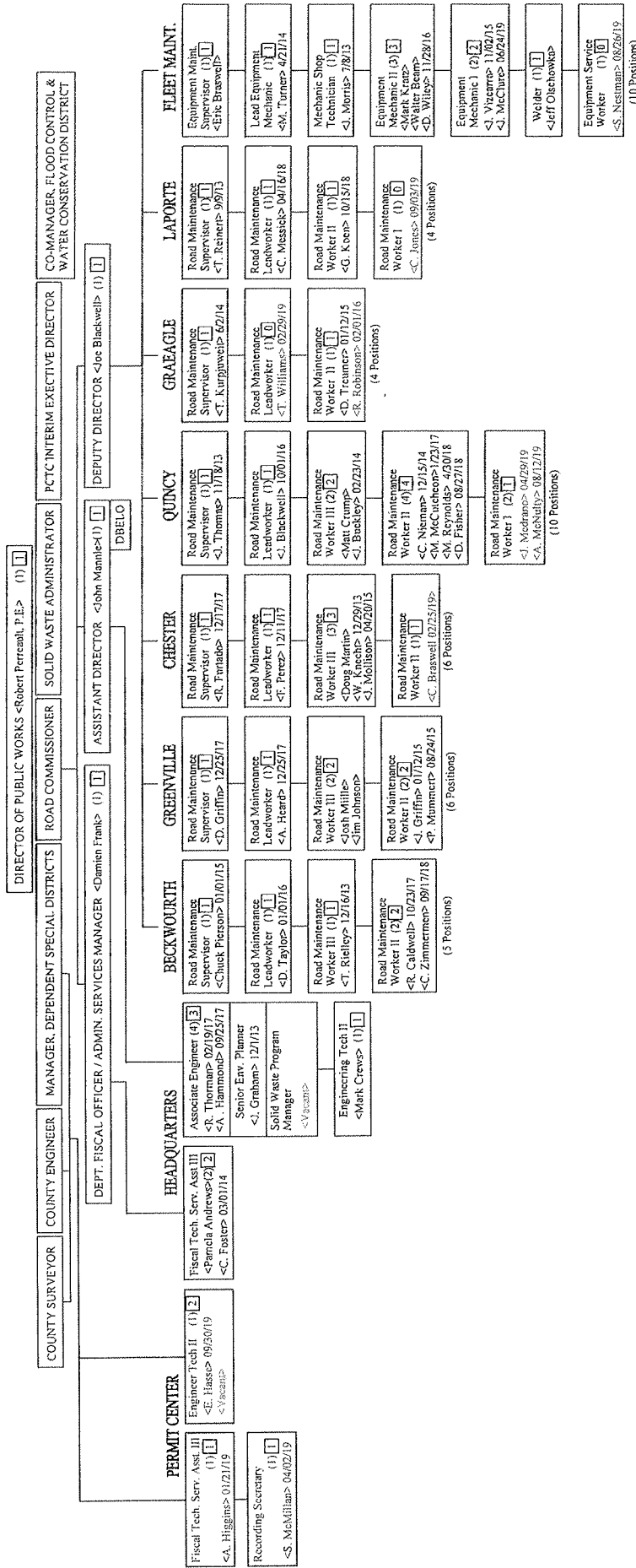
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Solid Waste Program Manager

- Is there a legitimate business, statutory or financial justification to fill the position?
The Solid Waste Program Manager manages all aspects of the solid waste functions of the Department, including County Franchise agreements, and landfill compliance
- Why is it critical that this position be filled at this time?
Solid Waste functions are on ongoing concern to the Department and impact the entire County.
- How long has the position been vacant?
Effective 9/30/2019
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 19/20 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
None
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

16/17	\$0	17/18	(\$600,000)	18/19	\$600,000
-------	-----	-------	-------------	-------	-----------

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works
Revision Date: 09/23/19

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the October 1, 2019 meeting of the Plumas County Board of Supervisors

September 23, 2019

To: The Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: To approve a Resolution in support of an application recently submitted by the Department of Public Works to the California OHV Grant Program.

BACKGROUND:

The Department of Public Works has submitted an application for grant funding for the following OHV related projects located throughout Plumas County:

- **Maintenance of Plumas County Multi-Use Network (\$247,544)** - Funding from this project will help repair roadways damages that occur from the springtime snow melt. The type of work that may be required includes, down tree removal, grading of the roadway surface and drainage system repairs, excluding activities that would trigger the need for a Lake & Streambed Alteration Agreement. Due to time constraints, the proposed project is to maintain approximately 90 miles of roadway per year.

There is a 26% matching fund requirement to this application that will be satisfied by in kind activities from within the Department of Public Works and interested stakeholders.

One of the items required for final approval, is for the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds.

The attached Resolution has been approved as to form by County Counsel.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors adopt the attached Resolution

RESOLUTION NO. 19-

**(APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS)**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby:

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints Bob Perreault, Director of Public Works, as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project, subject to the terms and conditions of the Plumas County Purchasing Policy and other applicable County policies and procedures.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 1st day of October, 2019, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

1F3



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director

CONSENT AGENDA REQUEST

For the October 1, 2019 meeting of the Plumas County Board of Supervisors

September 23, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in blue ink, reading "Robert A. Perreault".

Subject: Department of Public Works' procedures for the procurement of professional Architectural and Engineering (A&E) services for State and Federal funded transportation improvement projects.

Background

23 CFR 172.5(b)(1) requires subrecipients of federal funding (Counties and Cities) to adopt written policies and procedures prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations.

The State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection, which sets forth policies and procedures for procurements and managements of contracts for engineering and design related consultant services contracts on Federal and State funded transportation projects to ensure compliance with applicable Federal and State laws and regulations. LAPM Chapter 10, Consultant Selection, describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement on Federal and State funded transportation projects.

Recommended Action

The Director of Public Works respectfully recommends that the Plumas County Board of Supervisors through the Department of Public Works formally adopt the Caltrans Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection procedures for the procurement of A&E services for state and federally funded transportation improvement projects.

Attachments

Proposed Resolution

Copy of Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection

**RESOLUTION AUTHORIZING THE ADOPTION OF CALTRANS'
LOCAL ASSISTANCE PROCEDURES MANUAL, CHAPTER 10,
BY THE DEPARTMENT OF PUBLIC WORKS
FOR PROJECTS FUNDED BY CALTRANS' LOCAL ASSISTANCE PROGRAMS**

WHEREAS, the Plumas County Board of Supervisors through the Department of Public Works is responsible for the execution of State and Federal funded project(s) for transportation improvement projects; and

WHEREAS, the provision of 23 CFR 172.5(b), subrecipients shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

WHEREAS, 23 CFR 172.5(b)(1) requires subrecipients to adopt written policies and procedures prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures for procurements and managements of contracts for engineering and design related consultant services contracts on federal and state funded transportation projects to ensure compliance with applicable Federal and State laws and regulations; and

WHEREAS, LAPM Chapter 10, Consultant Selection, describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement; and

NOW THEREFORE BE IT RESOLVED, that the Plumas County Board of Supervisors through the Department of Public Works ADOPTS Caltrans LAPM Ch.10, Consultant Selection, and any updates thereto, in the procurement of A&E services for state and federal funded transportation improvement projects.

The forgoing resolution was duly passed and adopted by the Plumas County Board of Supervisors at a regular meeting held on _____, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

Chapter 10 **Consultant Selection****Contents**

Section 10.1: FEDERALLY FUNDED A&E CONTRACTS.....	vi
10.1.1 General.....	1
Introduction	1
Definition of an Architectural and Engineering Consultant.....	1
Architectural and Engineering Consultants	1
Non-A&E Consultants	2
Selecting the Project	2
Subcontracted Services.....	2
Organizational and Consultant Conflicts of Interest.....	2
Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) Requires that:	3
Consultants Performing Work on Multiple Phases of Federal-aid Projects	3
10.1.2 Identifying & Defining a Need for Consultants	4
Appointing the Contract Administrator	5
Segmenting Consultant Work.....	6
Figure 10-2: Segmenting Consultant Work.....	7
Specify Products to be Delivered	7
Scope of Consultant Work	7
Non-Discrimination Clause	7
Disadvantaged Business Enterprise (DBE) Participation.....	7
Determine Type of Contract	9
Determining the Project Schedule.....	10
Determine Method of Payment.....	11
Actual Cost-Plus-Fixed Fee.....	11
Cost Per Unit of Work	11
Specified Rates of Compensation	12
Lump Sum or Firm Fixed Price	12
10.1.3 A&E Consultant Audit and Review Process.....	12
Applicable Standards	13
Audit Guidance Available	13
Allowable Costs.....	14
Approval or Acceptance of Indirect Cost Rates	15
Cognizant Letters of Approval	15

Caltrans Acceptance of Indirect Cost Rate.....	15
Financial Review Performed Prior to Contract Execution	16
Local Agencies' Responsibilities.....	17
Consultants' Responsibilities (Both prime consultants and subconsultants).....	18
Independent Office of Audits and Investigations' Responsibilities	19
Audits and Reviews to be Performed	19
Indirect Cost Rate Audits	19
CPA Workpaper Reviews	19
Contract Audits	20
Incurred Cost Audits	20
Audit Findings and Review Deficiencies	20
10.1.4 Consultant Selection Methods.....	22
One-Step RFP	23
One-Step RFQ.....	23
Two-Step (RFQ Followed by RFP).....	23
10.1.5 Consultant Selection Using the One-Step RFP Method	26
Appoint Consultant Selection Committee	26
Develop Technical Criteria for Evaluation of Proposals.....	26
Develop Schedule for Consultant Selection.....	27
Prepare RFP.....	27
Financial Management and Accounting System Requirements	28
Advertise for Consultants	28
Issue/Publish RFP	29
Conduct Proposer's Conference or Answer Written Questions	29
Receive and Evaluate Technical Proposals	29
Develop Final Ranking and Notify Consultants of Results	30
Negotiate Contract with Top-Ranked Consultant.....	30
10.1.6 Consultant Selection Using the One-Step RFQ Method	31
Appoint Consultant Selection Committee	32
Develop Technical Criteria for Evaluation of Qualifications	32
Develop Schedule for Consultant Selection.....	32
Prepare RFQ.....	32
Financial Management and Accounting System Requirements	33
Advertise for Consultants	34
Issue/Publish RFQ	34
Receive/Evaluate Statements of Qualifications and Develop Shortlist	34

Notify Consultants of Shortlist	35
Interview Top-Ranked Consultants	35
Develop Final Ranking and Notify Consultants of Results	36
Conduct Scoping Meeting	36
Request Cost Proposal	36
Negotiate Contract with Top-Ranked Consultant	36
10.1.7 Consultant Selection Using the Two-Step RFQ/RFP Method	38
Combined RFQ and RFP	38
Categorize work	39
Establish Minimum Qualifications	40
Issue RFQ	40
Set-Up Evaluation Process	41
Evaluate Qualifications and Add Firm to List	42
Maintain List	42
Issue RFP to Pre-Qualified Consultants on List	42
Conduct Proposer's Conference or Answer Written Questions	43
Receive and Evaluate Technical Proposals	43
Develop Final Ranking and Notify Consultants of Results	43
Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant	44
10.1.8 Completing the Project	45
Develop the Final Contract	45
Review and Approval of Contracts	45
Execute Contract and Issue Notice to Proceed to Consultant	46
Administer the Contract	47
Substitution of Consultant Personnel and Subconsultants	47
Invoicing (or Progress Payments)	48
Contract Amendments	48
Performance Evaluation	49
Project Records	49
Retention Clauses	51
Review of Local Agency Actions	51
10.1.9 Miscellaneous Considerations	51
Agreements with Other Governmental Agencies	51
Small Purchase Contracts	51
Noncompetitive Negotiated Contracts (Sole-Source)	52
Personal Services Contracts	52

Retaining a Consultant as an Agency Engineer or in Management Support Role	53
Construction Engineering Services	56
10.1.10 Program Management	56
10.1.11 References.....	57
10.2: STATE-ONLY FUNDED A&E CONTRACTS	59
10.2.1 General.....	60
10.2.2 Definition of A&E	60
10.2.3 Minimum Audit Requirements	61
A. Written Procedures.....	61
B. Conflict of Interest	61
C. Records.....	61
D. Full & Open competition	61
E. Selection Basis	62
F. Publication	62
G. Solicitation	62
H. Cost Analysis	62
I. Negotiations.....	62
10.3: NON-A&E CONTRACTS	67
Determining Non-A&E	67
Example of Determining Non-A&E.....	67
Intelligent Transportation System (ITS) Projects	68
Non-Infrastructure Projects	68
Governing Regulations and Codes for non-A&E	69
Procurement of Non-A&E Consultant Contracts	69
RFP Basic Requirements.....	69
Additional Requirements and Evaluation Criteria	70
Consultant's Proposal	70
Cost Proposal Worksheet.....	71
DBE Consideration	71
Administrative Requirements	71
Oral Presentations Optional.....	72
Cost-Effective/Public Interest Finding.....	72
Protest/Appeals/Reinstatement Procedures.....	72

Exhibits

Exhibits applicable to this chapter can be found at:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

[*Exhibit 10-A: A&E Consultant Financial Document Review Request*](#)

[*Exhibit 10-B: Suggested Consultant Evaluation Sheet*](#)

[*Exhibit 10-C: A&E Consultant Contract Reviewers Checklist*](#)

[*Exhibit 10-G: Individual A&E Task Order DBE Utilization \(needs linked\)*](#)

[*Exhibit 10-H: Sample Cost Proposal \(Example#1 thru #4\)*](#)

[*Exhibit 10-I: Notice to Proposers DBE Information*](#)

[*Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System*](#)

[*Exhibit 10-01: Consultant Proposal DBE Commitment*](#)

[*Exhibit 10-02: Consultant Contracts DBE Commitment*](#)

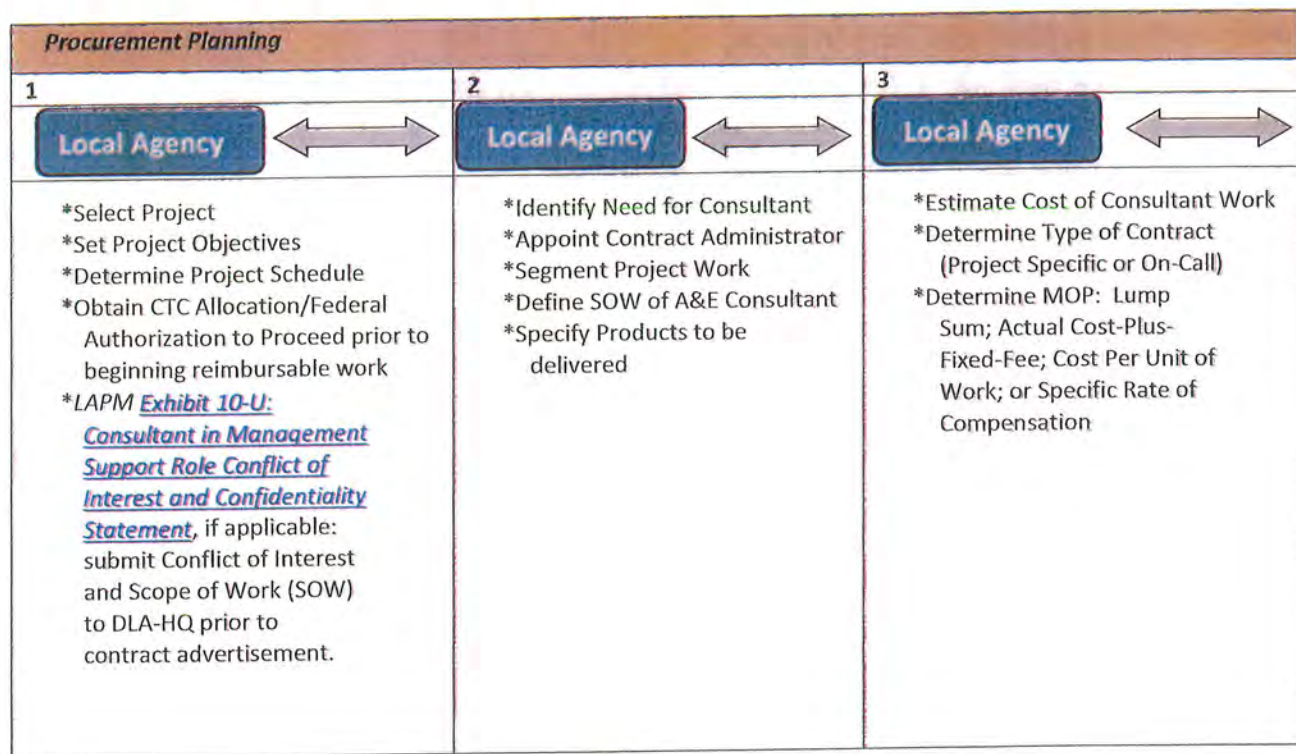
[*Exhibit 10-Q: Disclosure of Lobbying Activities*](#)

[*Exhibit 10-R: A&E Sample Contract Language*](#)

[*Exhibit 10-S: Consultant Performance Evaluation*](#)




[*Exhibit 10-T: Conflict of Interest & Confidentiality Statement*](#)

[*Exhibit 10-U: Consultant in Management Support Role Conflict of interest and Confidentiality Statement*](#)

SECTION 10.1: FEDERALLY FUNDED A&E CONTRACTS

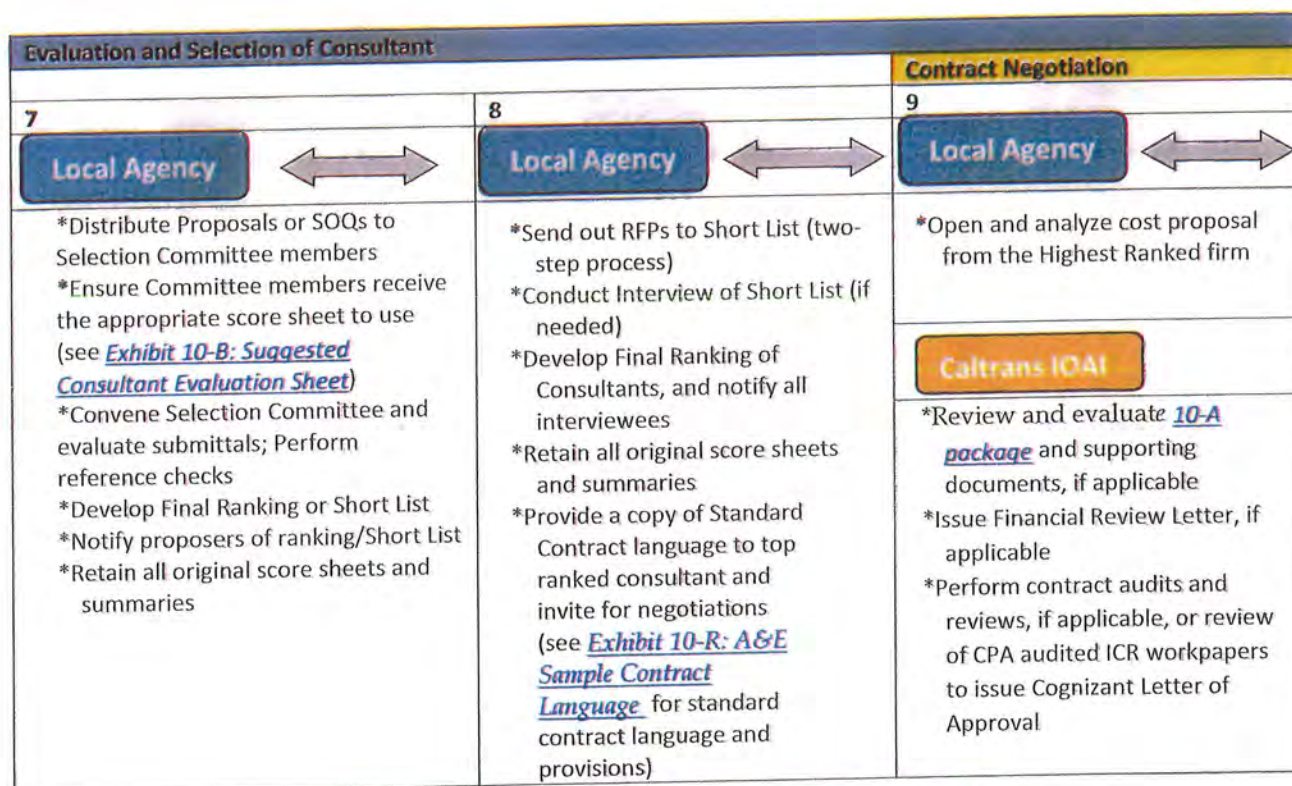
A&E = Architectural and Engineering
 IOAI = Caltrans Independent Office of Audits and Investigations
 CT = Caltrans
 DBE = Disadvantaged Business Enterprise
 DLA = Division of Local Assistance
 DLAE = District Local Assistance Engineer
 DLA-HQ = Division of Local Assistance-Headquarters
 LAPG = Local Assistance Program Guidelines
 LAPM = Local Assistance Procedures Manual
 MOP = Method of Payment
 RFP = Request for Proposal
 RFQ = Request for Qualifications
 SOQ = Statement of Qualifications
 SOW = Statement/Scope of Work

Figure 10-1: A&E Contract Procurement Process Workflow Diagram

Solicitation Documents and Advertisement		
4	5	6
		
<ul style="list-style-type: none"> *Determine Solicitation Document; RFP or RFQ *Appoint Consultant Selection Committee *Collect signed Conflict of Interest forms and Confidentiality Statements (see Exhibit 10-T: Conflict of Interest & Confidentiality Statement) from all members involved in process *Determine Procurement Schedule *Develop Technical Criteria with level of importance (weights) for Evaluation of Proposals or the SOQ 	<ul style="list-style-type: none"> *Prepare RFP or RFQ documents *Include SOW, evaluation process/criteria, DBE goals, MOP and cost proposal format (see Exhibit 10-H: Sample Cost Proposal) minimum requirement of Proposal or SOQ, Notice to Proposers DBE Information (see Exhibit 10-I: Notice to Proposers DBE Information), submittal deadline *Advertise RFP or RFQ on public forum (newspaper, technical publications, Web Hosting Site, other local websites) *Issue RFP or RFQ (direct mailing, web posting) 	<ul style="list-style-type: none"> *Prepare to respond to RFP/RFQ questions *Conduct Proposers Conference, if applicable *Receive Proposals or SOQs

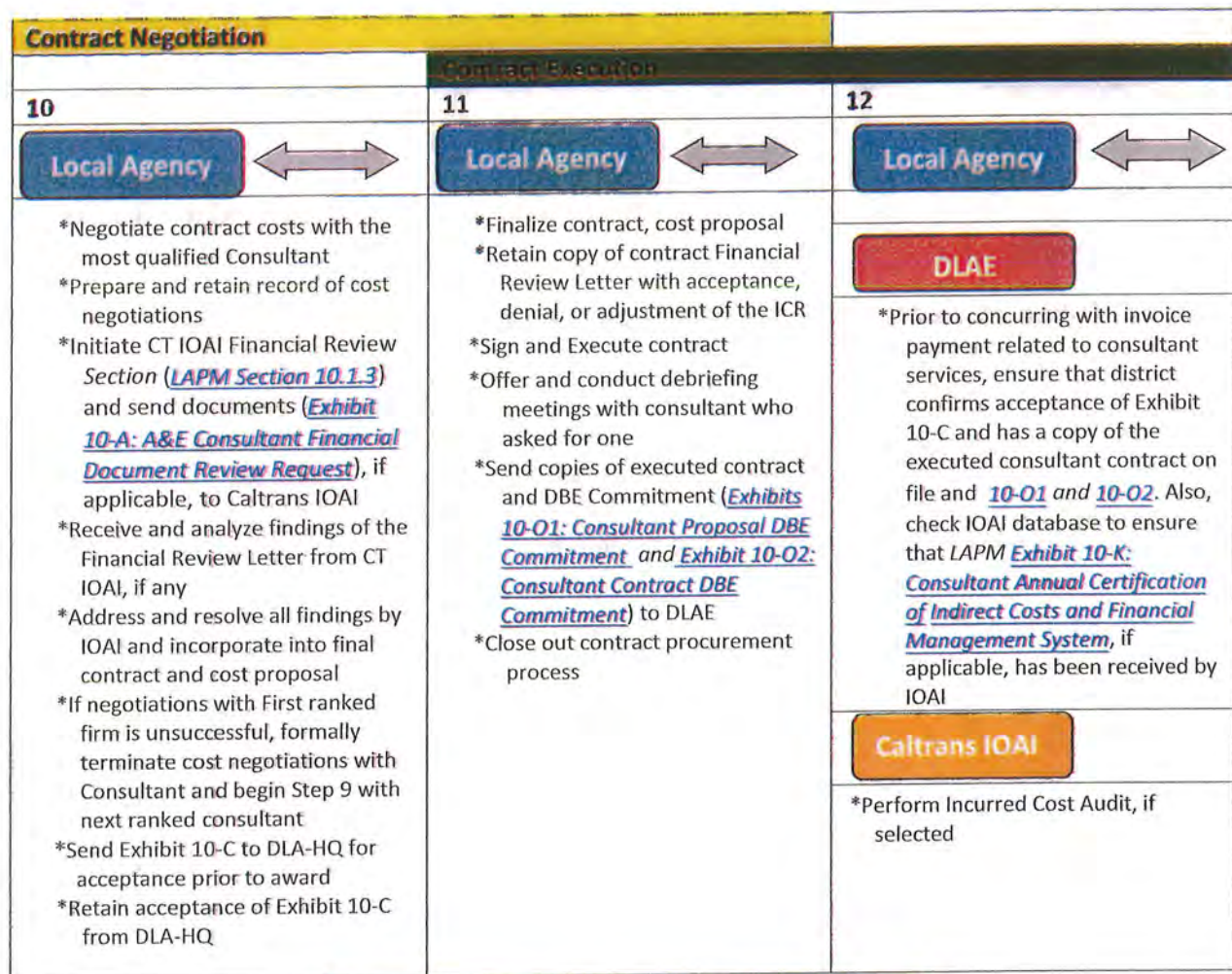
A&E = Architectural and Engineering
 IOAI = Caltrans Independent Office of Audits and Investigations
 CT = Caltrans
 DBE = Disadvantaged Business Enterprise
 DLA = Division of Local Assistance
 DLAE = District Local Assistance Engineer
 DLA-HQ = Division of Local Assistance-Headquarters
 LAPG = Local Assistance Program Guidelines
 LAPM = Local Assistance Procedures Manual
 MOP = Method of Payment
 RFP = Request for Proposal
 RFQ = Request for Qualifications
 SOQ = Statement of Qualifications
 SOW = Statement/Scope of Work

Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued



A&E = Architectural and Engineering
 IOAI = Caltrans Independent Office of Audits and Investigations
 CT = Caltrans
 DBE = Disadvantaged Business Enterprise
 DLA = Division of Local Assistance
 DLAE = District Local Assistance Engineer
 DLA-HQ = Division of Local Assistance-Headquarters
 LAPG = Local Assistance Program Guidelines
 LAPM = Local Assistance Procedures Manual
 MOP = Method of Payment
 RFP = Request for Proposal
 RFQ = Request for Qualifications
 SOQ = Statement of Qualifications
 SOW = Statement/Scope of Work

Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued



A&E = Architectural and Engineering
 IOAI = Caltrans Independent Office of Audits and Investigations
 CT = Caltrans
 DBE = Disadvantaged Business Enterprise
 DLA = Division of Local Assistance
 DLAE = District Local Assistance Engineer
 DLA-HQ = Division of Local Assistance-Headquarters
 LAPG = Local Assistance Program Guidelines
 LAPM = Local Assistance Procedures Manual
 MOP = Method of Payment
 RFP = Request for Proposal
 RFQ = Request for Qualifications
 SOQ = Statement of Qualifications
 SOW = Statement/Scope of Work

Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

10.1.1 GENERAL

Introduction

A local agency may engage consultants to perform architectural, engineering, and related services to develop a federal-aid funded project. Local agencies requesting federal funds to reimburse A&E Consultants must follow the selection and contracting procedures detailed in this chapter.

Definition of an Architectural and Engineering Consultant

23 Code of Federal Regulations §172 and CA State Law further defines A&E services and includes those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or program management are termed Architectural and Engineering (A&E) Consultants.

Architectural and Engineering Consultants

The Brooks Act (40 USC, Section 1104) requires local agencies to award federally funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 Code of Federal Regulations (CFR), Part 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the local agency must be sealed and shall not be included as a criterion for rating such consultants. After ranking, cost negotiations may begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

In selecting an A&E consultant, a detailed technical proposal or qualifications proposal, and a proposed contract will be required.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations websites below:

Consultants will need to provide their Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting

treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

- [DIR FAQ](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html) website:
http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- [DIR Wage Determination](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm) website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- [Caltrans Prevailing Wage Interpretive Guidance](http://www.dot.ca.gov/hq/audits/documents/prevailing-wage-interpretive-guidance.pdf):
<http://www.dot.ca.gov/hq/audits/documents/prevailing-wage-interpretive-guidance.pdf>

Non-A&E Consultants

Consultants other than A&E consultants may be selected using cost, cost and qualifications (best value) or other critical selection criteria. The procedures outlined in this chapter can be modified for selecting non-A&E consultants by adding a cost item to the contract proposal.

For more details on non-A&E consultants, see Section 10.3 *Non-A&E Contracts* of this chapter.

Selecting the Project

The local agency is responsible for selecting and initiating a federal-aid financed transportation project. The decision to begin project development is influenced by the project needs, its acceptability, the timing of studies, financing, and construction. The local agency must identify the project's objectives including the general level of improvement or service, operating standards, maximum cost and the target date for project completion before commencing any consultant selection process.

Subcontracted Services

The consultant is responsible for performing the work required under the contract in a manner acceptable to the local agency. The consultant's organization and all associated consultants and subconsultants must be identified in the proposal. If the consultant wishes to use a subconsultant not specified in the proposal, prior written approval must be obtained from the local agency. The subcontract must contain all required provisions of the prime contract. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C. 106(g)(4) 2 CFR 200.331.

Organizational and Consultant Conflicts of Interest

In the procurement of contracts for engineering services by private consulting firms using federal-aid highway funds, local agencies must take all the steps necessary to prevent fraud, waste, and abuse. The local agency must develop and maintain a written code of conduct governing the performance of its employees (including the contract administrator) engaged in the award and administration of federal-aid highway funded contracts, including the prevention of conflicts of interest in accordance with 23 CFR 172.7(b)(4)

A conflict of interest occurs when a public official's private interests and his or her public duties and responsibilities diverge or are not consistent. Conflicts of interest may be direct or indirect (e.g., as result of a personal or business relationship). The appearance of a conflict of interest should be avoided as an apparent conflict may undermine public trust if not sufficiently mitigated.

Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) Requires that:

- Local agency shall maintain a written code of standards of conduct for employees engaged in the award and administration of engineering and design service contracts;
- No contracting agency employee who participates in the procurement, management, or administration of federal funded contracts or subcontracts shall have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract;
- No person or entity performing services for a contracting agency in connection with a federal funded project shall have, directly or indirectly, any financial or other personal interest, other than employment or retention by the contracting agency, in any contract or subcontract in connection with such project;
- No person or entity performing services for a contracting agency in connection with a federal-aid highway funded project shall have, directly or indirectly, any financial or other personal interest in any real property acquired for the project;
- No contracting agency employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements;
- Local agency shall disclose in writing any potential conflict of interest to FHWA

Consultants Performing Work on Multiple Phases of Federal-aid Projects

Local agencies sometimes wish to hire the same consultant firm to perform construction engineering and/or inspection services on the same project on which the firm also performed design services. This can cause project delivery efficiencies, as the design firm is well-suited to verify that the project is being constructed in accordance with the design and can resolve issues related to the design on behalf of the contracting agency. However, this may also pose a potential conflict of interest if the firm has a vested financial interest in failing to disclose deficiencies in its design work product and seeks to insulate itself from pecuniary liability in subsequent phases of the project, such as minimizing or ignoring design errors and omissions, rather than serving the best interests of the contracting agency and the public. Procuring a different firm from the design firm to provide the construction engineering and/or inspection services provides another level of review and reduces the risk of, or potential for, a conflict of interest.

Although federal regulations do not expressly prohibit the same firm from providing services on subsequent phases, the local agencies are responsible for ensuring the public interest is maintained throughout the life of a project and that a conflict of interest, real or apparent, does not occur or is sufficiently mitigated by appropriate public agency controls. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the contracting agency must establish appropriate compensating controls in policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services.

When design and construction phase services are procured under a single solicitation, the selection of the consulting firm must be based on the overall qualifications to provide both design and construction phase services, which require different skill sets, experience, and resources. Procuring these services under different solicitations may result in selection of a more qualified firm to perform services in each phase, as the most qualified firm to perform design phase services may not be the most qualified firm to provide construction phase services. Similarly, the qualifications and capacity of a firm may change over time. As such, it may not be appropriate to contract with a consulting firm to provide construction phase services at the outset of a design phase, knowing that these services may not be needed for an extended period until the preconstruction phase of the project is complete and construction funding authorized. The contract with a consulting firm providing design phase services on a project may not be amended to include construction phase services unless the desired construction phase services were included within the original advertised scope of services and evaluation criteria of the solicitation from which a qualifications based selection was conducted. All consultants acting in a management support role must complete [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) (see [Section 10.1.9: Miscellaneous Considerations](#) in this chapter) and retain it in the local agency files.

Miscellaneous Considerations Authorization to Proceed

The Federal Highway Administration (FHWA) must give the local agency an Authorization to Proceed (E-76) with the work prior to performing of any work for which federal reimbursement is to be requested, (see the [LAPM Chapter 3: Project Authorization](#)). For state funded projects see [Section 10.2: State-Only Funded A&E Contracts](#) and the [Local Assistance Program Guidelines \(LAPG\), Chapter 23: Local Agency State Transportation Improvement Program Projects](#), for guidance on when work may proceed.

Copies of the Authorization to Proceed and the consultant contract must be retained in the local agency project files for future audit.

10.1.2 IDENTIFYING & DEFINING A NEED FOR CONSULTANTS

The need for a consultant is identified by comparing the project's schedule and objectives with the local agency's capabilities, its staff availability of the required expertise, and its funding resources. If the local agency does not have sufficient staff capabilities, it may solicit assistance from another agency, or use a qualified private consultant to perform the required work.

If the local agency determines that there is a need to solicit assistance from another local agency, or to use a consultant, the District Local Assistance Engineer (DLAE) should be notified if federal-aid funds are to be requested for the project segment to be contracted out.

Appointing the Contract Administrator

The Contract Administrator is responsible for ensuring the quality of consultant contract products or services. The Contract Administrator is appointed as soon as the need for consultant services is identified. The Contract Administrator is involved throughout the development of the selection process and the contract provisions, and in the administration of the consultant's work. The Contract Administrator must be a qualified local agency employee or have staff that is qualified to ensure the consultant's work is complete, accurate, and consistent with the terms and conditions of the consultant contract. On federal-aid contracts, the Contract Administrator or staff members must be a full-time employee and familiar with the work to be contracted out and the standards to be used. The Contract Administrator must also abide by the laws, regulations and policies required as part of accepting federal or state funding for their project. Non-compliance with the laws, regulations, and policies may result in loss of project funding.

The Contract Administrator's duties are listed in 23 CFR 172.9(d)(1) and include:

- Contract negotiation, contract payment, and evaluation of compliance performance, and quality of services provided by the consultant;
- Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;
- Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and schedule milestones;
- Documenting contract monitoring activities and maintaining supporting contract records as specified in 2 CFR 200.333;
- Provides direction to ensure the proposed work is advertised properly;
- Prepares and distributes the Request for Qualifications (RFQ), description of work, and Request for Proposals (RFP), if used;
- Prepares the draft contract;
- Arranges for preparation before an independent estimate of the value of the work to be contracted out;
- Ensures that the selection procedures are followed;
- Analyzes the selected/best-qualified consultant's cost proposal;
- Ensures contract audit and review procedure is followed;

- Ensures that fee/profit negotiation is conducted and keeps records;
- Serves as the local agency's primary contact person for the successful consultant;
- Monitors the consultant's progress and provides direction;
- Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- Identifies other local agency staff for the consultant to contact, if needed;
- Closes out the contract at completion, by processing the final invoice; completing a mandatory consultant evaluation, and final DBE utilization reports ([*Exhibit 17-F: Final Report Utilization of Disadvantaged Business Enterprises \(DBE\) and First-Tier Subcontractors*](#)).

Segmenting Consultant Work

Consultant services are most effective when consultant work is segmented appropriately. The extent of segmenting depends upon the type and complexity of the work. Combining preliminary engineering tasks with the preparation of the required environmental analysis is normally desirable. Preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is more than simply writing a report. Assessment and impact reports include preliminary engineering needed to analyze project alternatives and produce an engineering and planning assessment. Initial project studies include only as much traffic and engineering analysis of alternatives, as is needed to produce a sound EA or EIS (see [LAPM Chapter 6 Environmental Procedures](#) and [Standard Environmental Reference \(SER\) Chapters 31: Environmental Assessment \(EA\) and Finding of No Significant Impact \(FONSI\)](#) and [Chapter 32: Environmental Impact Statement \(EIS\)](#)). Final design shall not begin until NEPA environmental approval has been received if federal reimbursement is desired.

Refer to Figure 10-2: Segmenting Consultant Work below, which illustrates several satisfactory ways to segment consultant activities.

	Well-structured Projects With Simple Right of Way Requirements	Well-structured Projects With Complex Right of Way Requirements	More Difficult Projects	Very Complex Projects
Preliminary Engineering				
Environmental Analysis				
Plans, Specifications & Estimates				
Right of Way Activities				
Utility Relocation				
Construction Engineering				

Figure 10-2: Segmenting Consultant Work

Specify Products to be Delivered

The Contract Administrator identifies the products and services to be delivered as a result of consultant contract work, and minimum qualification of consultant professionals and staff. These vary depending upon the type of projects and the phase of project development being addressed.

Scope of Consultant Work

The scope of work, which the contract must include, is a detailed description of the products or services the consultant is to provide. From a detailed scope of work, consultants respond to a project advertisement; determine personnel and time requirements; and develop a technical proposal. Therefore, the scope of work must be clear, concise, complete, and describe the deliverables, standards for design and other work, quality control measures, acceptance criteria and deadlines.

Non-Discrimination Clause

The Non-Discrimination Clause ([Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XVI Statement of Compliance) must be included in each consultant contract. The consultant must include the non-discrimination and compliance provisions of the Non-Discrimination Clause in all subcontracts to perform work under the contract.

Disadvantaged Business Enterprise (DBE) Participation

When administering federal-aid projects, federal regulations (49 CFR, Part 26) require a local agency to comply with the DBE program, and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Refer to *Chapter 9: Civil Rights and Disadvantaged Business Enterprises* for DBE requirements for A&E Consultant Contracts.

Estimated Cost of Consultant Work

An independent estimate for cost or price analysis is needed for all consultant contracts (23 CFR 172.7(a)(1)(v)(B)) to ensure that consultant services are obtained at a fair and reasonable price.

The estimate is prepared in advance of requesting a cost proposal from the top-ranked consultant, so the local agency's negotiating team has a cost comparison of the project to evaluate the reasonableness of the consultant's cost proposal. The estimate, which is specifically for the use of the local agency's negotiating team, is to be kept confidential and maintained for records.

A good cost estimate can be prepared only if the scope of work is defined clearly. The scope of work must include a list of the products or services which the consultant is required to deliver, and a time schedule of when they must be delivered.

It should be stressed that all work to be derived from the consultant services, such as preliminary design, environmental or final design, must be clearly identified in the solicitation of consultant services (RFQ or RFP) and included in the cost estimate. The addition of work to the original scope by amendment should be avoided whenever possible. Contract modifications are required for any amendments to the terms of the existing contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed.

Some of the costs estimating techniques are:

Analogous Estimating:

Analogous cost estimating is using the actual cost of a previous, similar contract as the basis for estimating the cost of the current contract. Analogous cost estimating is frequently used to estimate costs when there is a limited amount of detailed information about the project. Analogous cost estimating is generally less accurate and it is most reliable when previous projects are similar in fact, and not just in appearance, and it uses expert judgment.

Parametric Estimating:

Parametric estimating is a technique that uses statistical relationship between historical data and other variables to calculate a cost estimate for an activity resource. This technique can produce a higher level of accuracy depending upon the sophistication, as well as underlying resource quantity and the cost data. A cost example would involve multiplying the planned quantity of work by the historical cost per unit to obtain the estimated cost of the contract.

Bottom-up Estimating:

This technique involves estimating the cost for individual work in the contract with the lowest level of detail. This detailed cost is then summarized or rolled up to determine a total cost of contract. Cost detail should include estimated hours per task, labor hourly cost for professional and non-professional classifications, subconsultant costs, other project direct costs, and profit. Labor costs should be broken down to direct labor and indirect cost rates, if possible.

If more than one project or phase of work is to be developed within the consultant contract, separate cost estimates are required for each project or phase of work. Separate cost estimates are required for each milestone and portion of the work expected to be subcontracted.

For on-call (as-needed) contracts, the cost estimate/analysis should include at minimum, a historical analysis of annual needs for consultant work, professional labor cost and market analysis, and reasonable profit analysis.

Determine Type of Contract

Types of contracts to be used are described as follows:

- Project-specific contract is between the local agency and consultant for the performance of services and a defined scope of work related to a specific project or projects.
- Multi-phase contract is a project-specific contract where the defined scope of work is divided into phases which may be negotiated and executed individually as the project progresses.
- On-call contract is a contract that may be utilized for a number of projects, under which task or work orders are issued on an as-needed basis, for an established contract period. On-call contracts are typically used when a specialized service of indefinite delivery or indefinite quantity is needed for a number of different projects, such as construction engineering, design, environmental analysis, traffic studies, geotechnical studies, and field surveying, etc. Many agencies use these contracts to address peaks in workload of in-house engineering staff and/or to perform a specialized service which the agency does not have. On-call contracts shall specify a reasonable maximum length of contract, not to exceed 5 years, and a maximum total contract dollar amount (23 CFR 172). The maximum dollar amount for all contracts awarded under the solicitation is stated in the solicitation. The maximum dollar amount is the aggregate of the on-call contracts anticipated to be awarded. If the solicitation lists that up to 5 contracts may be awarded, the aggregate amount of these 5 contracts is the maximum contract dollar amount. How many contracts are anticipated to be awarded must be stated in the solicitation. How task orders will be issued must be stated in the solicitation (two options exist: geographically designated areas or additional competitive solicitation to all consultants who provide the same type of service and awarded a contract under the same solicitation).
 - To maintain the intent of the Brooks Act (40 USC 1101-1104) in promoting open competition and selection based on demonstrated competence and qualifications, on-call consultant contracts established through the RFQ process must meet the following requirements:
 - Must define a general scope of work, complexity, and professional nature of services.
 - Specify a task order procedure the local agency uses to procure project specific work under the contract.
 - No task order is valid unless the on-call contract is still enforced. For example, if the on-call contract is expired, all task orders issued after the contract expiration date will become invalid.

Determine Method of Payment

The method of payment of contract must be specified. Four methods are permitted depending on the scope of services to be performed reference 23 CFR 172.9(b):

- Actual Cost-Plus-Fixed Fee (see [Exhibit 10-H: Sample Cost Proposal](#), Example #1);
- Cost Per Unit of Work (see [Exhibit 10-H](#), Example #3);
- Specific Rates of Compensation (see [Exhibit 10-H](#), Example #2);
- Lump Sum (see [Exhibit 10-H](#), Example #1).

The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. A single contract may contain different payment methods as appropriate for compensation of different elements of work.

The cost plus a percentage of cost and percentage of construction cost methods of payment shall not be used. Both of these methods are explicitly prohibited by Federal Regulations.

Actual Cost-Plus-Fixed Fee

The consultant is reimbursed for actual costs incurred and receives an additional predetermined amount as a fixed fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The determination of the amount of the fixed fee shall take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract.

This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. The fixed fee limit applies to the total direct and indirect costs. Fixed fees in excess of 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist. The contract shall specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-H: Sample Cost Proposal Example #1](#) and [Exhibit 10-R: A&E Sample Contract Language](#), Article V, Option 1 in this chapter). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved before they incur work on the contract or the costs can be questioned or disallowed.

Cost Per Unit of Work

The consultant is paid based on specific item of work performed. The item of work must be similar, repetitious and measurable, such as geotechnical investigation and material testing. This method of payment is appropriate when the cost per unit of work can be determined with reasonable accuracy in advance, but the extent or quantity of the work is indefinite. Contract payment provisions must specify what is included in the price to be paid for each item. Any item of work not identified in the contract cost proposal is not eligible for reimbursement. New items of work (those within the original scope of work only) must be amended into the contract before work is performed. The contract shall also specify a reasonable maximum length of

contract period and a maximum total contract dollar amount (see [Exhibit 10-H](#), Example #3 and [Exhibit 10-R](#), Article V Option 2).

Specified Rates of Compensation

The consultant is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

This method of payment should only be used when it is not possible at the time of procurement to estimate the extent or the duration of the work, or to estimate costs with any reasonable degree of accuracy. This method should not be used for project specific contracts and is recommended for on-call contracts for specialized or support type services, such as construction engineering and inspection, where the consultant is not in direct control of the number of hours worked, and it also requires management and monitoring of the consultant's level of effort and the classification of employees used to perform the contracted work. The contract shall also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-H](#), Example #2 and [Exhibit 10-R](#), Article V Option 3).

Lump Sum or Firm Fixed Price

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. This method of payment is appropriate only if the extent, scope, complexity, character, duration, and risk of the work have been sufficiently defined to permit fair compensation to be determined and evaluated by all parties during negotiations (see [Exhibit 10-H: Sample Cost Proposal, Example #1](#) and [Exhibit 10-R: A&E Sample Contract Language](#), Article V, Option 4). Normally, a lump sum contract will be paid in full at end of the contract when completed. However, a lump sum contract can be negotiated with progress payment if feasible. The progress payment shall be based on percent of work complete or completion of clearly defined milestones. The contract cost proposal shall document the agreed upon progress payment and include the necessary milestones costs, or the percent work complete schedule.

Changes to Exhibit 10-H requiring resubmittal to Independent Office of Audits and Investigations for review:

- Consultant name change
- New participating subconsultant
- Change in ICR rate

10.1.3 A&E CONSULTANT AUDIT AND REVIEW PROCESS

This section outlines the audit and review process for A&E contracts that at any time use state or federal funds. All proposed A&E contracts and supporting documents are

subject to audit or review by Caltrans' Independent Office of Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

Applicable Standards

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

Local agencies, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. Local agencies are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- State and Federal agreements between local agencies and Caltrans, (i.e. Master Agreements);
- Project Program Supplemental Agreements;
- 23 United States Code (U.S.C.), Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1- Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Chapter 1, Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards (CAS), Subpart 9900;
- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards
 - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4525-4529; and
- Proposed contract terms and conditions.

See section 10.10 "References" of this Chapter for links to above referenced standards.

Audit Guidance Available

The American Association of State Highway and Transportation Officials, Uniform Audit & Accounting Guide (AASHTO Audit Guide), which is referred to frequently in this section, is a valuable tool to guide local agencies, consultants and Certified Public Accountants (CPA) through the requirements for establishing, and audits of FAR compliant Indirect Cost Rates

(ICR). The [AASHTO Audit Guide](#) is used extensively as an industry guide in the audit and review process.

Local agencies may seek accounting assistance from internal audit staff and an independent CPA for compliance. The consultant may seek professional guidance in selecting its independent CPA. See also the [AASHTO Audit Guide](#), Ch 2.5 C. *Selection of CPA Firm as Overhead Auditor* for guidance in the selection process. Training is also offered by FHWA's National Highway Institute (see <http://www.nhi.fhwa.dot.gov/default.aspx>). Courses offered include:

- Using the AASHTO Audit Guide for the Procurement and Administration of A&E Contracts (FHWA-NHI-231028)
- Using the AASHTO Audit Guide for the Development of A&E Consultant Indirect Cost Rates (FHWA-NHI-231029)
- Using the AASHTO Audit Guide for the Auditing and Oversight of A&E Consultant Indirect Cost Rates (FHWA-NHI-231030)

If consultants desire training on how to build an ICR and basic timekeeping, there are Indirect Cost Rate and Timekeeping webinars created by the Washington State Department of Transportation. The link to the webinars is available at <http://www.dot.ca.gov/audits/> (click on Architectural & Engineering Contracts/General A&E Contract Resources/Other State DOT Training Module). For training and additional information provided by Caltrans Local Assistance, visit Caltrans Local Assistance Blog at <http://www.localassistanceblog.com/>. For FHWA's Q&A for ICRs and audits, and A&E related services, visit FHWA at <http://www.fhwa.dot.gov/programadmin/172qa.cfm>.

Allowable Costs

23 USC 112 (b)(2)(B) states that any A&E contract or subcontract awarded, whether funded in whole or in part with Federal-aid highway funds in furtherance of highway construction projects, shall be performed and audited in compliance with the Federal cost principles.

Local agencies are required to perform a cost analysis to ensure all costs are allowable and in compliance with federal and state requirements and retain documentation of negotiation activities and resources. Hourly rate(s) for each key personnel and/or classification of employee(s) proposed in cost proposals must be reasonable for the work performed and actual, allowable, and allocable in accordance with the Federal cost principles. Costs shall be allowable only if the cost is incurred and cost estimates included in negotiated prices are allowable in accordance with the federal and state regulations and procedures, and contract provisions. Examples of Cost Analysis Worksheets are provided at Exhibit 10-H1 through 4.

Local agencies are required to apply Caltrans accepted consultant or subconsultant's ICRs, to contracts. An ICR is valid for the one-year applicable accounting period accepted or audited by Caltrans. Consultants shall update, on an annual basis, ICRs in accordance with the consultant's annual accounting period and in compliance with the Federal cost principles. For further guidance, refer to 23 CFR Part 172.11(b)(1). If the consultant is subject to Cost Accounting Standards (CAS), the consultant must use the applicable ICR for the contract.

A consultant's accepted ICR for its one-year applicable accounting period shall be applied to contracts; however, once an ICR is established for a contract, it may be extended beyond the one-year applicable period, through the duration of the specific contract, provided all concerned parties agree. Agreement to the extension of the one-year applicable period shall not be a condition or qualification to be considered for the work or contract award. The contract must clearly specify the ICR period if it is beyond the one-year applicable period.

Consultants shall account for costs appropriately and maintain records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, and are allowable, reasonable, and allocable to the contract, and comply with Federal cost principles.

IOAI and representatives of the Federal Government have the right to conduct an audit of all contract costs. If the costs are subsequently determined to be unallowable, these costs are subject to repayment. For further guidance, refer to 23 CFR Part 172 and 48 CFR Part 31.

Generally, whenever local agencies, consultants and/or contractors are unable to provide requested documentation, it shall be viewed that the services were either not performed or the costs not properly recorded. Retention of all documents is required as it reduces the possibility of audit findings and **disallowed costs**. For more references, refer to Applicable Standards in this chapter.

Approval or Acceptance of Indirect Cost Rates

Cognizant Letters of Approval

A cognizant approved ICR has been audited by a Cognizant agency (a State transportation agency of the State where the consultant's accounting and financial records are located or a State transportation agency to which cognizance for the particular indirect cost rate(s) of a consulting firm has been delegated or transferred to in writing by the State transportation agency where the consultant's accounting and financial records are located) in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles (per 48 CFR part 31) and the cognizant agency has either 1) issued an audit report of the consultant's indirect cost rate or 2) conducted a review of an audit report and related workpapers prepared by a certified public accountant and issued a letter of concurrence with the audited indirect cost rate(s). The cognizant agency approves the ICR and a cognizant approval letter is issued.

Caltrans Acceptance of Indirect Cost Rate

When the ICRs have not been established by a cognizant agency, Caltrans shall perform an audit or review of a consultant's and subconsultant's ICR(s) to provide reasonable assurance of compliance with Federal cost principles.

An audit or review of the ICR may consist of one or more of the following:

- Perform a review to determine if the ICR was prepared in accordance with 23 CFR 172, and 48 CFR, Chapter 1, Part 31;
- Perform an audit to determine if the ICR was prepared in accordance with 23 CFR 172, and 48 CFR, Chapter 1, Part 31; and issue an audit report;
- Review and accept an ICR audit report and related workpapers prepared by a CPA or another State Transportation Agency;

The outcome of an audit or review is for Caltrans to approve or accept the ICR so that it can be relied upon for future contracts with the consultant for a given one-year accounting period and for reliance by other contracting agencies using the same consultant. Local agencies shall ensure that only approved or accepted ICRs of consultants for the applicable one-year accounting period be applied to contracts, if rates are not under dispute. Local agencies may check IOAI's website for consultant's approved or accepted ICRs. All approved or accepted ICRs are issued an Acceptance Identification (ID) number by IOAI that is posted to IOAI's website at <http://www.dot.ca.gov/hq/audits/>. This ID number should be referenced on all future contracts that use the same fiscal year ICR. ICR can be fixed for the life of the contract in prior written document or annually updated. Once it has been updated, it must be annually updated and the most current fiscal year of ICR must be used.

ICRs that have not been accepted by Caltrans will not be eligible for indirect cost payment. An ICR approved by a cognizant agency may be used across states for the one-year applicable accounting period, but an ICR accepted by Caltrans may **only** be applied to A&E contracts with Caltrans or local agency contracts using pass-through Caltrans funding. Local agencies include Cities, Counties, Metropolitan Planning Organization, Special Districts, and Regional Transportation Planning Agencies.

Financial Review Performed Prior to Contract Execution

All consultants, including prime and subconsultants, on a proposed contract with a dollar value greater than \$150K are subject to an ICR financial review by IOAI. The financial documents required are detailed in Exhibit 10-A, *A&E Consultant Financial Document Review Request Letter and Exhibit 10-A Checklist*. IOAI will review the ICR financial documents to either accept or adjust the indirect cost rate **prior to contract execution** using a risk-based approach as dictated by factors that include but are not limited to:

- History of satisfactory performance and professional reputation of consultant;
- Prior FAR compliant history and audit frequency;
- Experience of consultant with FAHP contracts;
- General responsiveness and responsibility;
- The approximate contract volume and dollar amount of all A&E contracts awarded to the consultant by Caltrans or a local agency in California within the last three calendar years;
- The number of states in which the consultant does business;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultants indirect cost rate;
- Assessment of consultant's internal control. Responses to internal control questionnaire, see AASHTO Audit Guide, Appendix B;
- For ICRs that have been adjusted by IOAI, the consultant must provide a revised cost proposal that reflects the adjusted ICR.

Local Agencies' Responsibilities

Local Agencies are responsible for obtaining all required ICR supporting documentation from A&E prime consultants and sub-consultants as outlined in Exhibit 10-A (*A&E Consultant Financial Document Review Request*) and the Exhibit 10-A-Checklist. Local Agencies are responsible for forwarding these documents to IOAI for review. Local agencies are also required to ensure that IOAI has copies of the Exhibit 10-K "*Consultant Certification of Contract Costs and Financial Management System*" and Exhibit 10-H "*Cost Proposal*" for all consultants, both prime and sub-consultants. The ICR included in Exhibit 10-H must match the ICR included in the Exhibit 10-K and the consultant's ICR schedule. The proposed ICR, however, can be lower than ICR in Exhibit 10-K and the consultant's ICR schedule if the consultant elects to propose a lower ICR. For contracts spanning more than one year, local agencies are responsible for ensuring the Exhibit 10-K and cost proposals are updated annually unless all concerned parties agree to fix the ICR for the term of contract, and this is clearly specified in the contract. ICR updates are not required to IOAI if the ICR is fixed for the life of the contract. ICR's are only reviewed for consultants that are being awarded a contract, not consultants on a bench or shortlist.

The Exhibit 10-H "*Cost Proposal*" includes contract costs: direct salary or wage rates, fixed fees, other direct costs, indirect costs, total costs, and certification for the costs. Local agencies must perform and retain documentation of activities and resources used to support that a cost analysis has been performed to establish that costs and elements were determined to be fair and reasonable in accordance with Federal cost principles.

All contract supporting documentation must be retained by the local agency in project files for the required retention period. Unsupported costs may be disallowed and required to be returned to Caltrans. Having proper documentation policy and procedures, trained staff and organized project files are essential for demonstrating that costs claimed and reimbursed have been incurred, are eligible, reasonable, allowable, and allocable to the contract and comply with Federal cost principles.

Contracts below \$150,000 are not subject to the Caltrans Financial Document Review but local agencies are required to establish that all costs are in compliance with the Federal cost principles, 48 CFR, Chapter 1, Part 31, and other applicable requirements are met. All documents listed above and cost analysis documents are required to be retained in the project files to demonstrate compliance.

Instructions are provided in the Exhibit 10-A on the requirements for submitting a complete Financial Review packet. Financial packets can be e-mailed to:
conformance.review@dot.ca.gov.

Alternatively, if you do not have Internet access, you can mail Financial Review packets to:

Department of Transportation
Independent Office of
Independent Office of Audits and
Investigations, MS 2 Attention:
External Audit Manager

P.O. Box 942874 Sacramento, CA 94274-0001

Consultants' Responsibilities (Both prime consultants and subconsultants)

A&E prime consultants and subconsultants in contract with local agencies using state or federal-aid highway funds should refer to Exhibit 10-A and the 10-A Checklist for the ICR financial documents required to be submitted to their local agency. Consultants must complete the "Annual Certification of Indirect Costs and Financial Management System" (Exhibit 10-K) that attests that the ICR rate proposed is in compliance with FAR (48 CFR, Chapter 1, Part 31) and that the consultant's financial management system is adequate to accumulate and segregate, reasonable, allowable, and allocable direct and indirect project costs. For all future contracts within a same fiscal year, the consultant needs to only provide a copy of the Exhibit 10-K to the Local Agency. The Exhibit 10-A and 10-K should be submitted to the local agency who will forward a copy to IOAI along with all other related and required financial documents. For guidance see Training Module for Financial Document Requirements for A&E Contracts with Local Agencies on IOAI's website <http://dot.ca.gov/audits/> (click on Architectural & Engineering Contracts/A&E Contracts with Local Agencies/Training Modules).

Consultants must follow all the federal, state, and contract requirements outlined above in the Section above, "Applicable Standards". Each contracting consultant must ensure its ICR is not combined with any parent company's or subsidiary's ICR.

ICR schedules for both prime consultants and sub-consultants should be prepared using the accrual basis of accounting and be presented in compliance with the Federal cost principles. Figure 10-3 at the end of this chapter provides an example of a Standard Indirect Cost Rate Schedule that consultants can use when preparing their own.

For public works Prevailing Wage contracts, all workers must be paid the prevailing wage rate determined by the Director of the Department of Industrial Relations according to the type of work and location of the project. <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Prime and sub-consultants must include prevailing wage rate information in the cost proposal (see Exhibit 10-H4 for example) and provide a Prevailing Wage Rate Policy on company letterhead, signed and dated. The policy must document the accounting treatment for prevailing wage deltas and including the following information:

- Description of types of work that require payment of prevailing wage rates.
- Explanation of how the firm pays prevailing wage deltas (e.g. pay directly to employee as single amount to cover delta base and delta fringe, pay delta base to employee and pay delta fringe amount to a third-party plan, etc.)
- Accounting method used for prevailing wage delta base costs.
- Accounting method used for prevailing wage delta fringe costs.

For guidance see Caltrans' Prevailing Wage Interpretive Guidance and webinar on IOAI's website www.dot.ca.gov/audits.

When determined necessary, IOAI may request additional information, such as a labor distribution summary and Executive Compensation Analysis (ECA). A consultant's labor distribution summary report is a labor expense report that detail all hours worked (paid and unpaid) for a fiscal year, wages earned, and benefits accrued by all the consultant's employees.

The labor summary report should include employee names, salaries, hourly rates, total hours worked segregated by direct hours, indirect hours, paid time off hours, and uncompensated hours and amounts.

An ECA is an evaluation by the consultant to determine the allowability and reasonableness of executive compensation in compliance with Federal cost principles and the AASHTO Audit Guide that can be based on either the National Compensation Matrix or independent compensation surveys.

Independent Office of Audits and Investigations' Responsibilities

After IOAI receives a consultant's complete financial document packet (per Exhibit 10-A and Exhibit 10-A Checklist) from the local agency, IOAI will review the proposed ICR and supporting documents and notify local agencies in writing whether the proposed ICRs are accepted or adjusted.

Contracts will be executed after IOAI either accepts or adjusts the ICR and a revised final cost proposal (if applicable) is received. Correction of the final cost proposal, however, does NOT need to be cleared through Caltrans IOAI before executing the contract. An email notification from IOAI serves as documentation to support an accepted ICR.

Audits and Reviews to be Performed

After contract execution, a consultant's ICR may be subject to further detailed review or audit by IOAI based on certain risk factors. Costs that are determined to be unallowable as a result of the review or audit will be subject to repayment.

Indirect Cost Rate Audits

During an ICR audit, IOAI or an independent CPA will examine the consultant's proposed ICR for a one-year accounting period to ensure that unallowable costs have been removed from the indirect costs, that allowable costs have been correctly measured and properly charged and allocated, and that the ICR has been developed in accordance with the Federal cost principles (as specified in 23 U.S.C. Section 112(b)(2)(B), 23 CFR Part 172.11, 48 CFR Part 31 and other FAR and State requirements). As a result of the audit, the local agency will work with the consultant to adjust the ICR based on audit recommendations.

For guidance regarding the existing policies and procedures set forth in the federal regulations, and acceptable ICR schedules, refer to the AASHTO Audit Guide, Chapter 5, and Figure 10-3 Standard Indirect Cost Rate Schedule in this Chapter. There is also a review program at Appendix A which serves as a guide for CPAs and IOAI when performing ICR audits and can also be used as a resource for consultants when preparing for an ICR audit.

CPA Workpaper Reviews

During a workpaper review of a CPA audit of an ICR, IOAI will review the CPA's audit workpapers to determine whether to issue a Cognizant Letter of Approval for the ICR. The CPA Workpaper Review determines whether: (a) the CPA's audit of the ICR was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), (b) the CPA

adequately considered the auditee's compliance with the Federal cost principles and related federal and state laws and regulations.

Chapter 11 of the AASHTO Audit Guide provides information to the CPA on the required audit disclosures.

IMPORTANT NOTE FOR CPAs: Contracts receiving state or federal funds are highly scrutinized. Materiality levels tend to be lower and more testing is required. GAGAS provides that auditors may find it appropriate to use lower materiality levels as compared with the materiality levels used in non-GAGAS audits because of the public accountability of government entities and entities receiving government funding, various legal and regulatory requirements, and the visibility and sensitivity of government programs. The AASHTO Audit Guide should be used as a tool for performing audits and attestations of A&E firms.

Contract Audits

During a Contract Audit, auditors will review a consultant's financial management system and contract cost proposal to determine if:

- The consultants' accounting system is adequate to accumulate and segregate costs;
- Costs are reasonable, allowable, allocable and supported adequately;
- The contract contains all required fiscal provisions;
- Proper state and federal procurement requirements were followed.

Incurred Cost Audits

During an Incurred Cost Audit, auditors will review incurred contract costs to determine if:

- Cost data are maintained in an accounting system that adequately gathers, records, classifies, summarizes, and reports accurate and timely financial data for direct and indirect project costs by account;
- Costs are adequately supported, reasonable, allowable, and allocable;
- Costs incurred are in compliance with state and federal laws and regulations;
- Costs incurred are in compliance with the Master Agreement and Supplemental Agreement;
- Costs incurred are in compliance with the fiscal provisions stipulated in the contract; and
- The terms required by the Master Agreement and federal laws and regulations are in the contract.

Audit Findings and Review Deficiencies

If a consultant's ICR is audited or reviewed, local agencies are responsible for ensuring all executed and future contracts reflect the audited and adjusted fiscal year ICR(s). Local agencies should request reimbursement from the consultant for overpayment on rates that were adjusted down.

The local agencies may be subject to sanctions outlined in LAPM Chapter 20: Deficiencies and Sanctions if the state or federal government determines that any reimbursements to the

consultant are the result of lack of proper contract provisions, unallowable charges, unsupported activities, or an inadequate financial management system.

Example of a FAR Compliant Indirect Cost Rate Schedule - Sample Consulting Company

Statement of Direct Labor, Fringe Benefits, and General Overhead for the Year Ended December 31, 20xx

Description	General Ledger Balance	Unallowable	FAR Reference	Total Proposed	Home Office	Field Office
Direct Labor	\$123,456,789	(\$934,568)	(1)(15)	\$122,522,221	\$85,765,555	\$36,756,666
Fringe Benefits						
Vacation/Paid Leaves	\$17,283,950			\$17,283,950	\$12,098,765	\$5,185,185
Payroll Taxes	\$1,530,864	(\$30,617)	(15)	\$1,500,247	\$1,050,173	\$450,074
Medical Insurance	\$10,864,197			\$10,864,197	\$7,604,938	\$3,259,259
401K Match	\$4,938,272			\$4,938,272	\$3,456,790	\$1,481,481
Incentives and Bonus	\$15,308,642	(\$3,123,456)	(2)	\$12,185,186	\$8,529,630	\$3,655,556
Other Employee Benefits	\$2,515,280	(\$553,433)	(3)	\$1,961,847	\$1,373,293	\$588,554
Total Fringe Benefits	\$52,441,206	(\$3,707,506)		\$48,733,700	\$34,113,590	\$14,620,110
General & Administrative Overhead						
Indirect Overhead Labor	\$72,696,030	(\$4,452,541)	(1)(2)(4)(15)	\$68,243,489	\$65,790,948	\$2,452,541
Purchased Labor/Subconsultants	\$22,433,019	(\$22,433,019)	(5)	\$ -	\$ -	\$ -
Office Rent	\$12,345,679	(\$987,654)	(6)	\$11,358,025	\$11,038,025	\$320,000
Supplies & Utilities	\$5,753,086			\$5,753,086	\$4,027,160	\$1,725,926
Postage and Shipping	\$1,770,000	\$321,456	(5)	\$2,091,456	\$1,464,019	\$627,437
Equipment and Maintenance	\$3,812,346			\$3,812,346	\$2,512,789	\$1,299,557
Depreciation Expense	\$6,202,469	(\$1,345,678)	(7)	\$4,856,791	\$3,205,482	\$1,651,309
Interest	\$123,456	(\$123,456)	(8)	\$ -	\$ -	\$ -
Dues and Subscription	\$123,456	(\$12,345)	(9)	\$111,111	\$77,778	\$33,333
Advertising & Marketing	\$427,406	(\$45,678)	(10)	\$381,728	\$267,210	\$114,518
Vehicles	\$5,896,123	(\$147,403)	(5)(11)(14)	\$5,748,720	\$4,024,104	\$1,724,616
Bad debts	\$12,345	(\$12,345)	(12)	\$ -	\$ -	\$ -
Legal and Accounting Services	\$3,713,580	(\$222,815)	(13)	\$3,490,765	\$3,490,765	\$ -
Fines and Penalties	\$80,000	(\$80,000)	(16)	\$ -	\$ -	\$ -
Total General & Admin. Overhead	\$135,388,995	(\$29,541,478)		\$105,847,517	\$95,898,280	\$9,949,237

Consultant Selection

Total Indirect Costs	\$154,581,216	\$130,011,870	\$24,569,347
Indirect Cost Rates	126.17%	151.59%	66.84%

Figure 10.3: Standard Indirect Cost Rate Schedule**FAR References:**

- (1) FAR 31.202: Uncompensated overtime.
- (2) FAR 31.205-6: Profit distribution and excess of the reasonable compensation.
- (3) FAR 31.205-46, 31.205-14 & 31.205-51: Meals not for valid business purposes and associated with lobbying and lacking adequate support
- (4) FAR 31.201-2: Administrative staff costs billed to projects/clients.
- (5) FAR 31.201-2: Subconsultant labor and other direct costs billed to and paid by contracts/clients.
- (6) FAR 31.205-36 and 31.205-17: Capital lease costs, rent paid in excess of reasonable costs, and idle facilities and capacity costs.
- (7) FAR 31.201-2 & 31.205-6: Costs relates to personal use by employees and luxury vehicles.
- (8) FAR 31.205-20: Interest and other financial costs not allowable.
- (9) FAR 31.201-2: Non-business related dues and subscriptions.
- (10) FAR 31.205-1: Costs for advertisement and public relations costs and trade show expense including labor.
- (11) FAR 31.205-46(d) and 31.205-6(m)(2): Personal use of vehicle and lack of mileage logs and business purpose.
- (12) FAR 31.205-3: Bad debts and collection costs.
- (13) FAR 31.205-27 and 31.205-47: Reorganization and capital raising related costs and costs incurred in connection with violation of a law or regulation by the consultant.
- (14) FAR 31.205-46: Unreasonable costs and costs not supported by documents and lack of business purpose.
- (15) FAR 31.201-6(a) & CAS 405-40: Labor costs associated with unallowable costs.
- (16) FAR 31.205-15: Fines and penalties resulting from violations of laws and regulations.

This section outlines the audit and review process for A&E contracts that at any time use federal and/or state funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

10.1.4 CONSULTANT SELECTION METHODS

Figure 10-4: Consultant Selection Flowchart shows the three methods normally used in selecting a consultant. They are:

- One-Step RFP;
- One-Step RFQ;
- Two-Step RFQ/RFP.

Consultant Selection

The method used depends upon the scope of work, the services required, the project's complexity, and the time available for selection of the consultant.

Beginning with [Section 10.1.5: Consultant Selection Using the One-Step RFP Method](#), each of the selection methods is explained in detail. Regardless of the method used, the local agency shall retain all consultant selection documentation in their project files as required by 23 CFR Part 172.

One-Step RFP

The One-Step RFP method may be used for Project-specific contracts when the scope of work is well defined or for Multi-phased contracts where the defined scope of work is divided into phases. Other considerations include when the consultant's services are highly specialized and there are few qualified consultants.

One-Step RFQ

The One-Step RFQ method is used when the requested services are specialized, or the scope of work is defined broadly and may include multiple projects. Typical services are preliminary engineering, surveying, environmental studies, preparation of Plans Specifications and Estimate (PS&E) and environmental documents, or construction management. This method or the two-step selection process is used for procurement of on-call contract(s). Note that specifications and requirements in the RFQ must cover all aspects of the final need. A RFP specific to the project, task, or service must be included in the solicitation for evaluation of a consultant's specific technical approach and qualifications.

Two-Step (RFQ Followed by RFP)

The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by local agencies that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method is recommended for procurement of multiple on-call contracts, or on-call list, through a single solicitation. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications. For more information, refer to description of on-call contract in [Section 10.1.2: Identifying & Defining a Need for Consultants](#). This method requires substantially more work and time than the other two methods described above.

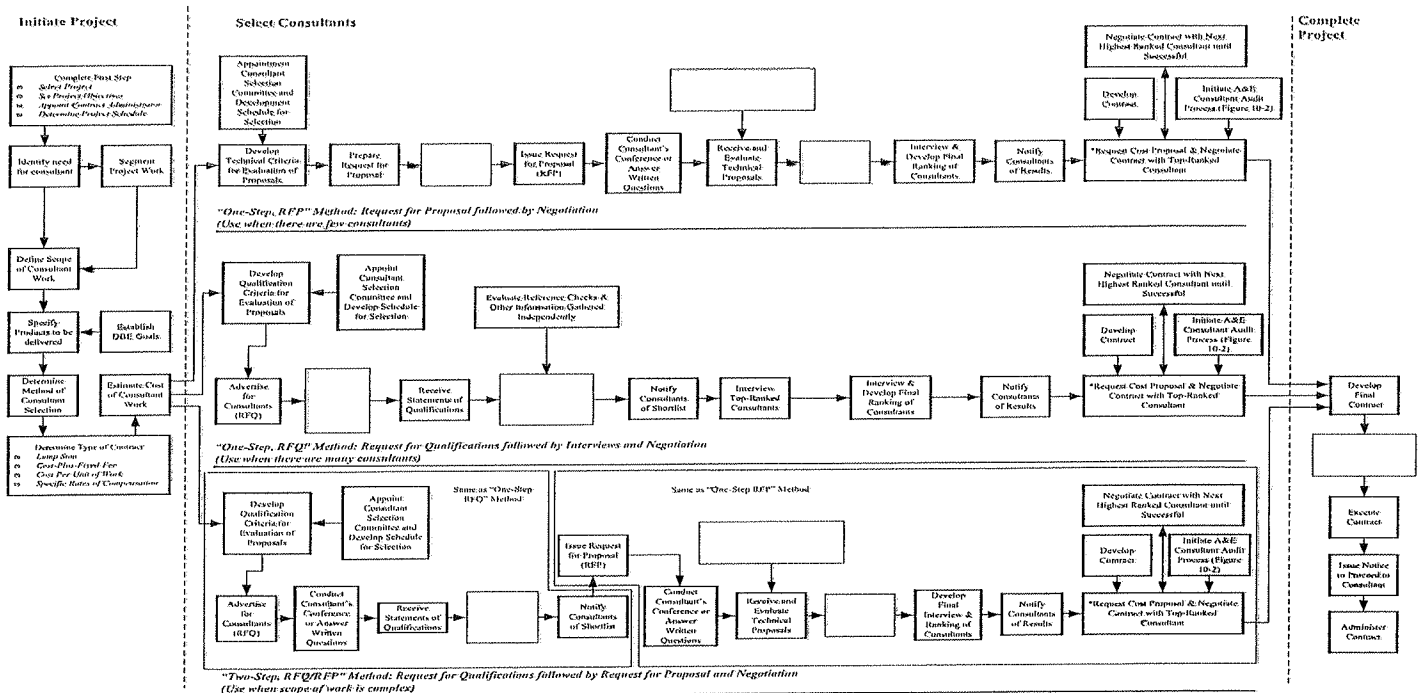


Figure 10-4: Consultant Selection Flowchart

This Page Intentionally Left Blank

10.1.5 CONSULTANT SELECTION USING THE ONE-STEP RFP METHOD

Of the three methods discussed, this one is most easily modified for non-A&E consulting contracts. This procurement procedure usually involves a single step process with issuance of a request for proposal (RFP) to all interested consultants. For non-A&E consulting contracts, a cost proposal shall be part of the RFP and the selection criteria. For A&E contracts, the cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the local agency standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the agency and subject to availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in Exhibit 10-T: Panel Member Conflict of Interest & Confidentiality Statement.

Develop Technical Criteria for Evaluation of Proposals

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant proposals. In-State or local preference shall not be used as factor in the evaluation, ranking, and selection phase. All non-technical evaluation criteria, including DBE participation, shall not exceed 10 percent (23 CFR 172.7(a)(1)(iii)(D)). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

The criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. Exhibit 10-B: Suggested Consultant Evaluation Sheet is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before the contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm key dates with all selection committee members before completing the schedule.

Prepare RFP

The information required in an RFP solicitation includes the following:

- Description of project;
- Clear, accurate, detailed Scope of work, technical requirements, and qualifications;
- Services to be performed;
- Deliverables to be provided;
- Procurement schedule;
- Applicable standards, specifications, and policies;
- Schedule of work (including estimated start and end dates of the contract);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate concealed format. Cost proposals are requested from the highest ranked firm. If these negotiations are formally terminated, the cost proposal is then requested from the next highest ranked firm. See [Exhibit 10-H: Sample Cost Proposal \(Example 3\)](#) for sample cost proposal formats;
- Contract audit and review process requirements (see [Section 10.3: A&E Consultant Audit and Review Process](#));
- Proposal format and required contents;
- Method, criteria and weighting for selection;
- Requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals;
- Specify contract type;
- Special provisions or contracts requirements;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#);
- Protest procedures and dispute resolution process per 2 CFR Part 200.318(k), 2 CFR 172.5(c)(18).

The RFP specifies the content of a proposal, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand delivered if different from the mailing address. A minimum of fourteen (14) calendar days is required between the time the RFP is published and time that proposals must be submitted. More time may be required for complex contracts or projects.

Items typically required in a technical proposal include:

- Work plan (specify what is to be covered);
- Organizational chart;
- Schedule and deadlines;
- Staffing plan;
- Proposed Team—complete for prime consultant and all key subconsultants;
- Key personnel names and classifications—key team members identified in the original proposal/cost proposal shall not change (be different than) in the executed contract;
- Staff resumes;
- Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;
- Consultant DBE Commitment document, see Exhibit 10-01: Consultant Proposal DBE Commitment;
- References.

Financial Management and Accounting System Requirements

The local agency must ensure that consultant contract solicitation and advertising documents (RFPs) clearly specify that contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The local agency must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services shall be by public advertisement, or by any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The minimum length of advertisement is 14 calendar days.

Advertisement of the RFP in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting government contract solicitations such as BidSync, Planetbids, or posting the RFP on the local agency's or other widely used websites are all acceptable methods of solicitation.

To document website postings, the local agency should retain copies of screen shots displaying the posted begin/end dates.

Issue/Publish RFP

The local agency shall publish the RFP on line and also issue the RFP to all consultants responding to newspaper advertisement. The local agency shall keep a record of all consultants that have downloaded RFP on line as well as those receiving an RFP through other means, to ensure that any inquiry responses, addendums, or amendments to the RFP are given to all consultants that received the RFP.

Conduct Proposer's Conference or Answer Written Questions

The local agency may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The local agency must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each proposal contains all of the forms and other information required by the RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended. The members of the consultant selection committee must evaluate each proposal according to the technical criteria listed in the RFP. Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. The justification should state that the solicitation did not contain conditions or requirements that arbitrarily limited competition per 23 CFR 172(a)(1)(iv) (D) and competition is determined to be inadequate and it is not feasible or practical to re-compete under a new solicitation per 23 CFR 172(a)(3)(iii)(C). If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee discusses and documents the strengths and weaknesses of each proposal; interviews the three or more highest ranked consultants (short listed); and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both Prime and all Subconsultant), and contract audit and review documents such as [Exhibit 10-K: Consultant Certification of Contract Costs and financial Management System](#) of Costs and Financial Management System and [Exhibit 10-A: A&E Consultant Financial Document Review Request and Checklist](#), whichever is applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) should be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their technical proposal.

The cost proposal for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceeds to the next most qualified consultant. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the local agency. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals shall be returned to consultants.

Cost proposals in electronic form shall be submitted separately from the RFP and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and shall not be opened by the local agency or any private entity that the local agency uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of in accordance with the local agency's written policies and procedures.

The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. Items necessary for the independent cost estimate include, hours/detailed work, direct labor costs, indirect labor

costs, other direct costs, and profit/fee. Agencies must retain documentation of how the cost estimate was developed. It can be revised, if needed, for use in negotiations with the next most qualified consultant. A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) in this chapter). Local agency Contract Administrator ensures that all required documentations are provided to Caltrans IOAI within 10 days of written request, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Document Review until all required documentation is completed correctly and submitted. Negotiations should be finalized after addressing all deficiencies noted in the Caltrans IOAI Financial Review Letter if applicable. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan;
- Schedule and deadlines (for deliverables and final duration of contract);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fees. Fee is required to be negotiated as a separate element;
- Hours, level of effort by task and/or classification.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency. The local agency and the consultant will agree on the final cost proposal and incorporate into final contract. Retain all documentation related to negotiations.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#)), and adjustment or denial of ICR as identified in the Financial Review Letter has been included in the final cost proposal, if applicable.

Prior to contract award, the local agency must submit a completed [Exhibit 10-C](#) signed by the Contract Administrator for all new or amended federal funded A&E consultant contracts to aeoversight@dot.ca.gov for Caltrans review and acceptance. If there are any changes to the contract after Caltrans acceptance of [Exhibit 10-C](#), the local agency must notify Caltrans and provide a copy of an updated [Exhibit 10-C](#) and all contract amendments to aeoversight@dot.ca.gov. Execution of an A&E consultant contract without Caltrans acceptance may result in ineligibility for reimbursement. Submission of [Exhibit 10-C](#) to Caltrans HQ for acceptance is not required for non-A&E consultant contracts.

10.1.6 CONSULTANT SELECTION USING THE ONE-STEP RFQ METHOD

The RFQ method is used when the services being procured are specialized, or the scope of work is defined broadly and may include multiple projects.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews and scores the materials submitted by consultants in response to the RFQ, develops a shortlist of qualified consultants, interviews those consultants, and develops a final ranking of the most qualified consultants. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the scope of work to be contracted out and with the local agency standards that will be used in the contract.

Participation by a Caltrans district representative is at the option of the local agency and subject to the availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Panel Member Conflict of Interest & Confidentiality Statement](#).

Develop Technical Criteria for Evaluation of Qualifications

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant qualifications. The criteria and relative weights must be included in the RFQ, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before a contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm target dates with all selection committee members before completing the schedule.

Prepare RFQ

As a minimum, the RFQ generally includes the following:

- General description of the services or project(s);
- Scope of work;
- Schedule of work (including contract begin and end dates);

- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate sealed envelope. See [Exhibit 10-H: Sample Cost Proposal](#) for sample cost proposal formats;
- Contract audit and review process requirements (see [Section 10.1.3: A&E Consultant Audit and Review Process](#));
- Statement of Qualification (SOQ) format and required content to be submitted;
- Method and criteria and weights for selection;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#); Protest procedures and dispute resolution process per 2 CFR Part 200.318(k).

The RFQ specifies the content of the SOQ, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand delivered if different from the mailing address. Two to four weeks is usually allowed between the time the RFQ is published and time that SOQs must be submitted. More time may be required for complex contracts or scope of work.

Items typically required in a statement of qualification include:

- Qualifications of key personnel (including consultant project manager) proposed for the contract. Key team members identified in the original proposal/cost proposal shall not change (be different than) in the executed contract;
- Staff resumes;
- Related projects that key personnel have worked on;
- Qualifications/experience of the firm;
- Organizational chart;
- Forecast or Schedule of work;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

Financial Management and Accounting System Requirements

The local agency must ensure that Consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The local agency must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services shall be by public advertisement or any other public forum or method that assures qualified in-State and out-of-State consultant are given a fair opportunity to be considered for award of contract. The RFQ must contain sufficient project work information, so that interested consultants can submit an appropriate SOQ.

Advertisements for RFQ may take one of two approaches. The most common is an advertisement or publication of the RFQ in a major newspaper of general circulation, technical publication of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting contract solicitations such as Bid Sync, PlanetBids, or posting the RFQ on other widely used websites. To document website postings, the local agency should retain copies of screen shots displaying the posted begin/end dates.

In the second approach, the local agency advertises the availability of the RFQ in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, or through a web hosting or clearing houses known for posting contract solicitations such as BidSync or PlanetBids, and requests that interested consultants send a letter of interest to the local agency for the RFQ. The RFQs shall then be sent to those firms who indicated interest in the RFQ. In some cases, it may be desirable to advertise nationwide for a particular project or service. This approach provides a registry for firms who received the RFQ and therefore facilitates the broadcast of any revisions or addenda to the RFQ, if necessary.

Issue/Publish RFQ

The local agency shall publish the RFQ online and also issue the RFQ to all consultants responding to newspaper advertisement. The local agency shall keep a record of all consultants that have downloaded the RFQ on line as well as those receiving an RFQ through other means, to ensure that any inquiry responses, addendums, or amendments to the RFQ are given to all consultants that received the RFQ.

Receive/Evaluate Statements of Qualifications and Develop Shortlist

The first step in the evaluation process is to determine that each SOQ contains all forms and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The consultant selection committee reviews the submitted SOQ according to the published evaluation criteria and weighting factors. The committee makes an independent random check of one or more of the consultant's references. This check applies to major subconsultants also. The committee establishes a shortlist of consultants who are considered to be best qualified to perform the contract work. The shortlist includes enough qualified consultants to ensure that at least three consultants are interviewed.

Notify Consultants of Shortlist

All consultants that submitted an SOQ must be notified of the results of the review. The notification also identifies those consultants (short list) that will be requested to attend interviews. Most consultants will request information as to why they were not placed on the shortlist. Therefore, the selection committee should keep notes why a particular consultant was not selected for the shortlist. When a consultant requests a debriefing, the reasons given for not being selected must be objective reasons. Consultants should not be compared with each other during the debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Interview Top-Ranked Consultants

Each consultant to be interviewed is given a copy of the draft of the proposed contract, defining the detailed scope of work, and/or description of required services, and other information. This should be sent with the initial notification of the interview.

Between the time of the notification of the shortlist and interviews, the local agency may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. In addition, the local agency may conduct additional reference checks for each consultant to be interviewed. Consultants should submit their questions about the RFQ and receive their answers from the local agency in writing. It is required that all consultants on the shortlist receive the questions and answers and are given the same information.

The committee should evaluate reference checks and other information that is gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks and other information may be discussed with the consultant at the interview.

Interviews are to be structured and conducted in a formal manner. Each consultant shall be allowed the opportunity to make a presentation if desired; however, a time limit should be specified. Interview questions are prepared in advance.

Two types of questions may be asked:

- Questions that are to be asked of all competing consultants, and
- Questions relating to each specific consultant, based upon the reference checks, and the strengths and weaknesses identified during evaluation of the SOQ

The agency can request competing consultants to bring additional information or examples of their work to the interviews; if the additional information facilitates the interview or evaluation process. Additional information requested should be kept at a minimum, that is, only

information required to select the most qualified consultant for the contract. The selection committee or local agency shall not gather additional information concerning the consultants after the interviews are completed.

Develop Final Ranking and Notify Consultants of Results

All consultants interviewed must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not selected as the most qualified. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective. Consultants should not be compared with each other or provided with information about other consultants during the debriefing.

Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing. The next two sections provide guidance when the RFQ is solicited for specialized services and additional information is required prior to cost negotiations with consultant. For on-call contracts, skip the next two sections and begin Negotiation phase.

Conduct Scoping Meeting

The Contract Administrator meets with the first-ranked consultant's project manager to review the project, and to ensure that the consultant has a complete understanding of the work that is required. The consultant is shown as much material as is available regarding the project. Any technical questions regarding the project are answered for the consultant.

Request Cost Proposal

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both Prime and all Subconsultant), and contract audit and review documents such as *Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System* and *Exhibit 10-A: A&E Consultant Financial Document Review Request and Checklist*, whichever

applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) will be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultant with their statements of qualification.

After the top-ranked consultant submits a sealed cost proposal, the local agency reviews the cost proposal and compares it with the local agency's confidential detailed independent cost estimate and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the local agency the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant.

At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals shall be returned to consultants.

Cost proposals in electronic form shall be submitted separately from the RFQ and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and shall not be opened by the local agency or any private entity that the local agency uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of by permanently deleting the cost proposals in accordance with local agency's written policies and procedures.

A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) earlier in this chapter). Local agency Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Review until all required documentation is completed correctly and submitted. Negotiations may be completed after receipt of the Caltrans IOAI Financial Review Letter. An indirect cost audit may be performed within the record retention period of the contract.

The items typically negotiated include:

- Work plan;
- Staffing plan;
- Schedule (including contract begin and end dates);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;

- Cost items, payments and fee. Fee is required to be negotiated as a separate element.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency. For on-call contracts, typically a price agreement is reached based on specific rate of compensation for the term of the contract. The subsequent task orders (or mini agreements for individual project work) is negotiated based on actual cost plus fee, or lump sum, which is derived from the wage rates agreed upon earlier for the on-call contract.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#)), and receive Caltrans IOAI's Financial Review acceptance letter, if applicable.

Prior to contract award, the local agency must submit a completed [Exhibit 10-C](#) signed by the Contract Administrator for all new or amended federal funded A&E consultant contracts to aeoversight@dot.ca.gov for Caltrans review and acceptance. If there are any changes to the contract after Caltrans acceptance of [Exhibit 10-C](#), the local agency must notify Caltrans and provide a copy of an updated [Exhibit 10-C](#) and all contract amendments to aeoversight@dot.ca.gov. Execution of an A&E consultant contract without Caltrans acceptance may result in ineligibility for reimbursement. Submission of [Exhibit 10-C](#) is not required for non-A&E consultant contracts.

10.1.7 CONSULTANT SELECTION USING THE TWO-STEP RFQ/RFP METHOD

Combined RFQ and RFP

Selecting consultants using the Two-Step RFQ/RFP method requires combining certain steps from each of the other two methods previously described. The consultants are rated based upon both their qualifications and their technical proposals. This procurement procedure involves a multiphase process with issuance of a request for qualifications (RFQ) whereby responding consultants are evaluated and ranked based on qualifications and an RFP is then provided to three or more of the most highly qualified consultants.

A different process may also be used that includes assessing minimum qualifications of consultants to perform services under general work categories or areas of expertise through a prequalification process whereby annual statements of qualifications and performance data are encouraged. These consultants are not ranked, and an RFP must be submitted to the entire list for evaluation and consideration. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

The initial steps in this method (up to the development and notification of the shortlist) are similar to the steps followed when using the One-Step RFQ method. At this point, the consultants from the shortlist are issued an additional RFP. The remaining steps are the same as the later steps followed in the One-Step RFP method. The combination of these steps is indicated in Figure 10-4: Consultant Selection Flowchart. Because it is a combination of the One-

Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use only when the scope of work is not clearly known, very complex or unusual.

The Two-Step RFQ/RFP is also well suited for procuring multiple on-call contracts through a single solicitation. The outcome of the first step RFQ will be multiple contracts, or on-call list of consultants. For multiple on-call contracts, project work will be procured thru subsequent competition or mini-RFPs amongst the on-call consultants. The mini-RFP or the task order will be negotiated with first ranked firm from each competition. Task order (mini-RFP) cost will be based on wage rates established in the master on-call contract, and the time and deliverable requirements in the task order.

Local agencies may also use this method to develop and maintain a pre-qualified file/list of consultant firms by specific work categories or areas of expertise or to create a bench list of evaluated and ranked consultants. The pre-qualified data file or interest list can be updated annually or every two years. This list contains minimum qualifications and has not gone through the evaluation process. The pre-qualification list must be maintained by the agency.

The mini-RFP contains evaluation criteria that matches the strengths of the qualified firms to the specifics of the known tasks, thereby selecting the most qualified firm for each task. The evaluation can include: availability of personnel, staff capabilities, DBE (10% or less of overall score), completion time, experience of consultant, specialized expertise, and past performance. The overall DBE goal was established at the master on-call contract.

Because it is a combination of the One-Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use when the scope of work is very complex or unusual.

Categorize work

Descriptions of the categories of work, deliverables and the minimum qualification standards for each category must be clearly identified.

The local agency may prequalify consulting firms in the following (or more) categories:

- Roadway Design
- Bridge Design
- Bridge Inspection
- Traffic Engineering
- Environmental Services
- Roadway Construction Inspection and Administration
- Landscape Architecture
- Land Surveying
- Intelligent Transportation System (ITS)
- Federal-aid Highway Project Development Support Services

Establish Minimum Qualifications

In an effort to ensure quality performance and results, a consultant should be required to meet certain minimum qualifications to be eligible for consideration in the pre-qualification process.

General criteria guidelines should be established for consultant selection for a pre-qualified list. The criteria may be established by an individual or a panel of subject matter experts for the specific task of developing the criteria. Some agencies also establish appropriate weights for each criterion. It may be necessary to modify the criteria to fit specific cases. When a RFQ is published, it should state the criteria that will be used in the selection process.

Criteria for evaluating statements of qualifications, may include but are not limited to:

- Special expertise and experience of the firm's key employees
- Proposed staffing (include number of licensed and specialized staff) for the project and previous experience of those identified
- Experience of the firm and their personnel on previous projects similar to the one under consideration
- Consultant DBE Commitment document (see Exhibit 10-O1)
- Professional references by the firm with the local agency
- Understanding of the project by the firm as demonstrated by their approach to organizing and management of the work
- Current workload of the firm and their ability to meet the proposed project schedule
- Quality of previous performance by the firm with the local agency
- Use of sub-consultants to accomplish work on the project
- Equipment the firm has available and proposes to use as compatibility with Computer-Aided Drafting and Design (CADD) and other equipment proposed to be used in accomplishing the work
- Familiarity with federal, state, and local codes, requirements, standards, and procedure
- Examples of minimum qualifications for work categories above are provided here based on Caltrans best practices.

Issue RFQ

The need for services of a consulting firm may be advertised in appropriate national, state, and local publications and web sites. Notices can also be sent to firms known to be qualified to do specific work, to professional societies, and to recognized Disadvantaged Business Enterprises (DBE) organizations. The advertisements and notices seek statements of interest and qualifications from consultants who are interested in the project. The DBE goal is established at the master on-call contract and included in the solicitation document.

The SOQ should list consulting firm details, names of principals, office locations, personnel by discipline, project experience and examples, current workload, types of service the firms are qualified to perform, and previous performance. Also, resumes of key persons, specialists, and other associates that may be assigned to the project or projects should be included. This

information should be the basis for evaluating and placing a consulting firm on a general pre-qualification list.

Federal regulations require that any procedures related to pre-qualifying consultant cannot restrict competition.

Pre-qualification of consultants may be allowed as a condition for submitting a technical proposal for a contract only if the period between the date of the issuance of the RFP and the deadline for submitting a technical proposal affords sufficient time to enable a consultant to obtain pre-qualification status.

Another practice is to qualify consultants on a project-by-project basis. This is accomplished for some agencies by advertising or publishing notices in national, state, and local publications for needed services for specific, individual projects. These notices include a precise project location, a defined preliminary scope of services to be performed, a specific schedule within which the work is to be completed, and a list of products and deliverables to be provided by the consultant. Specific project advertisements usually are published when the proposed project is large and complex, in-house resources are not available, special expertise is required, or the objectivity of an outside authority is desired.

Appropriate Federal-aid requirements should be complied with on Federal-aid projects.

Set-Up Evaluation Process

The first step in the evaluation process is to determine that each SOQ contains all forms, qualifications and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Documentation of when each SOQ was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

If all required information is not provided, a SOQ may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

Local agency must establish a process by which SOQs are evaluated and consultants who are deemed meeting the minimum qualifications are accepted and placed on a pre-qualified list. Whether the Local agency has a "committee" of experts evaluating the SOQs or individuals responsible for the evaluation, the process must be well defined, open and transparent. The pre-qualification process must also allow for consultants to be re-evaluated in cases of denials. The local agency must specify how long the pre-qualified list last, not to exceed two years. Federal regulation recommends refreshing the SOQs on an annual basis.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in Exhibit 10-T.

Evaluate Qualifications and Add Firm to List

All SOQs received should first be reviewed for completeness. Each response must contain all required forms and any other information requested in the advertisement. The response may be considered incomplete and rejected without further evaluation if all required information is not provided or if the submittal is late.

The qualifications of all responding firms are then reviewed according to established evaluation criteria or factors. The agency then establishes a short list of at least three consultants that are determined to be the most highly qualified to perform the required work. Firms not selected should be notified in writing.

Maintain List

Pre-qualification of a consultant expires in two years. Pre-qualified consultants must renew their pre-qualification status every two years. Firms can apply to be on the list at any time. After a period of two years, firms should re-apply (repeat the process of submitting SOQs) to be on the list. In addition to the required two-year renewal process, the consultant should also be required to update the firm's organizational structure within one year when there is a corporate/affiliate change, ownership control, type of work expertise, capacity, or any other major change.

If the consultant does not meet the minimum requirements and their SOQ is rejected, the committee must respond to the consultant explaining the reason for their rejection. The consultant is allowed to reapply to be on the list again provided the reasons for rejection are corrected.

The list of qualified firms can be maintained online through the agency's website. Firms can also apply to be on the list through the agency website for ease of operation.

Issue RFP to Pre-Qualified Consultants on List

An RFP is sent to the short-listed firms. The RFP should indicate the content of the technical proposal, technical review procedures, anticipated schedule of activities, scope of work, project description, where the technical proposals are to be delivered, the number of copies required, and the due date.

Some agencies receive the technical proposal orally as part of an interview conducted for this purpose. In these cases, written documentation may not be required.

Items typically required in a technical proposal include:

- Work plan
- Organization plan
- Schedule for meeting time frame
- Available computer equipment and programs
- Staffing plan and resumes including sub-consultants
- Pre-award audit/financial package information (if deemed appropriate)
- Examples of similar work previously completed
- Sub-consultants, DBE, their proposed participation, and other related information

Conduct Proposer's Conference or Answer Written Questions

The local agency may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The local agency must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each technical proposal contains all forms and other information required by the RFP. If all required information is not provided, a technical proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Documentation of when each technical proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The members of the consultant selection committee must evaluate each technical proposal according to the technical criteria listed in the RFP. A minimum of three technical proposals must be received and evaluated.

If only two technical proposals are received, a justification must be documented to proceed with the procurement. If only one technical proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (LAPM Exhibit 12-F) must be documented. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee discusses and documents the strengths and weaknesses of each technical proposal, interviews the three or more highest ranked consultants (shortlisted), and develops a final ranking of the highest ranked consultants. All consultants that submitted technical proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract

Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Cost proposal (for both prime and all subconsultants) and contract audit and review documents, such as Exhibit 10-K and Exhibit 10-A, whichever applicable (see *Section 10.1.3: A&E Consultant Audit and Review Process*), will be submitted in a separate sealed envelope.

After the top-ranked consultant submits a sealed cost proposal, the local agency reviews the cost proposal and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the local agency the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals shall be returned to consultants.

A contract audit and review may be required (see *Section 10.1.3: A&E Consultant Audit and Review Process*). The local agency Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans IOAI Conformance Letter. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan
- Schedule and deadlines (for deliverables and final duration of contract)
- Products to be delivered
- Classification, wage rates, and experience level of personnel to be assigned

- Other Direct Cost items, and profit or fee

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency.

The local agency and the consultant will agree on the final cost proposal and incorporate into final contract.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see *Exhibit 10-C*), and all deficiencies identified in the Conformance Letter have been addressed and resolved, if applicable. The completed checklist is to be signed by the Contract Administrator and the original retained in the project file, one copy is to be sent to the DLAE (for review of completeness) and filing within 30 days after awarding the contract.

10.1.8 COMPLETING THE PROJECT

Develop the Final Contract

The Contract Administrator requests a revised cost proposal from the consultant after: (1) negotiations have been completed, (2) the local agency and consultant have agreed to a fair and reasonable price, and (3) a letter, if applicable, is released by Caltrans IOAI that accepts, denies or makes an adjustment to the proposed ICR. The Contract Administrator should review the revised cost proposal to ensure that all the items and changes discussed during negotiation were included. This revised cost proposal then becomes the final cost proposal, is attached to and made a part of the consultant contract. Sample contract language and format have been included as [Exhibit 10-R: A&E Boilerplate Agreement Language](#).

The Contract Administrator has responsibility to ensure that the final negotiated contract is complete and has verified that all required backup documents have been provided. Copies of the contract are sent to the consultant for signature first.

Review and Approval of Contracts

Proposed contracts for consultant services (including subcontracted work) must be reviewed by the local agency to verify that:

- Compensation is fair and reasonable and includes prevailing wage rates, if applicable;
- Work activities and schedules are consistent with the nature and scope of the project;
- DBE goal *Exhibit 10-O2: Consultant Contract DBE Commitment* is included for all contracts regardless of goal.;
- [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) (for Prime and Subs), and [Exhibit 10-A: A&E Consultant Financial Document Review Request](#) and Checklist and all supporting documents, if applicable (contracts above \$150,000), have been submitted to Caltrans IOAI;

- If applicable, adjustment or denial of the ICR identified in the Financial Review Letter have been included in the final cost proposal;
- [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#) must be used to ensure that required documentation has been provided;
- A cost proposal (see [Exhibit 10-H: Sample Cost Proposal](#)), must include the costs of materials, direct salaries, payroll additions, other direct costs, indirect costs, fees, and backup calculations.

Before approving a contract for consulting services, the Contract Administrator must be satisfied that the consultant's organization:

- Is qualified to perform the services required;
- Is in a position, considering other work commitments, to provide competent and experienced personnel to perform the services in the time allowed;
- Is fully aware of all applicable federal and state laws including implementing regulations, design standards, specifications, previous commitments that must be incorporated into the design of the project, and administrative controls including those of Caltrans and FHWA.
- Has an adequate financial management system as required by the applicable federal regulations.
- Is not disbarred or suspended from state or federally funded contracts. Per 23 CFR 172.7(b)(3) "A contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180.

The contract must provide for a defined level of acceptability and a statement to the effect that the consultant may be required to modify its work as necessary; to meet that level of acceptability as defined in the contract. The contract shall provide for local agency reviews at appropriate stages during performance of the work, to determine if any changes or other actions are warranted.

The contract shall provide that the consultant and subconsultants shall maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred. Such materials must be available for inspection and audit by federal, State, and local agency authorized representatives; and copies thereof shall be furnished, if requested.

Following final settlement of the contract accounts with the State or FHWA, such records and documents may be archived at the option of the local agency and shall be retained for a three-year period after processing of the final voucher by FHWA.

Execute Contract and Issue Notice to Proceed to Consultant

The Contract Administrator sends the consultant a fully executed copy of the contract with an original signature and issues a notice to proceed. Funds may not be used to reimburse the agency for any work or costs incurred before the Authorization to Proceed is issued, or for

consultant costs incurred prior to the execution of the consultant contract. All executed contracts shall have a begin and end date. Local agency consultant selection and contract execution costs may be reimbursable.

For on-call contracts, a fully executed copy of the contract with original signatures will be sent to the consultant. Each subsequent task order (for individual project) will be accompanied with a copy of the signed task order and a Notice to Proceed, once it is negotiated and approved. Task order expiration dates may not exceed the Master On-call agreement end date.

Administer the Contract

Project work begins as specified in the contract after the notice to proceed is issued to the consultant. Thereafter, the local agency manages and administers the contract to ensure that a complete and acceptable product is received on time, within standards, and within budget and terms of the contract.

Contract administration activities help to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements;
- Receiving, reviewing and assessing reports, plans, and other required products/deliverables;
- Receiving and reviewing state prevailing wages. (See Department of Industrial Relations websites below.
 - [DIR FAQ](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html) website:
http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
 - [DIR Wage Determination](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm) website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- Reviewing invoices to ensure costs claimed are in accordance to the method of payment and contract cost proposal, approving payments;
- If new consultant personnel are added or substituted, labor rates must be verified prior to approving invoices.
- Record keeping and reporting;
- Controlling costs;
- Identifying changes to the scope of work and preparation of amendments (must ensure that any changes to the scope is within the constraints of the original RFP/RFQ;
- Completing the consultant performance evaluations (see [Exhibit 10-S: Consultant Performance Evaluation](#)).

Substitution of Consultant Personnel and Subconsultants

After contract execution the consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or subconsultants without prior written

approval from the local agency. Refer to LAPM Chapter 9: *Civil Rights & Disadvantaged Business Enterprise* and Title 49 CFR 26 for DBE substitution requirements. To do so can result in the costs being ineligible for federal or state reimbursement. The consultant must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different subconsultant on the contract.

The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of consultant contracts, the consultant's project manager must be a registered engineer in the State of California.

Invoicing (or Progress Payments)

The frequency and format of the invoices/progress payments are to be determined by the contract. Program Supplement Agreements (see [LAPM Chapter 3: Project Authorization](#)) need to have been prepared prior to any payments being requested. Payments to the consultant are to be in arrears. In other words, the consultant must have actually incurred and paid the costs before invoicing the local agency.

For federal reimbursement of consultant costs on a project, the local agency must submit the following to the DLAE, for each consultant or consulting firm used on the project (failure to do so will result in the consultant's invoices for reimbursement being returned to the agency unprocessed):

- Copy of Executed Consultant contract;
- [Exhibit 10-O1: Consultant Proposal DBE Commitment](#)
- [Exhibit 10-O2: Consultant Contract DBE Information](#)

DLAE must confirm that the local agency has submitted copies of [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) (for Prime and Subconsultants) to Caltrans IOAI and received acceptance of [Exhibit 10-C: Consultant Contract Reviewers Checklist](#) from Caltrans.

The local agency is to follow the procedures given in [LAPM Chapter 5: Invoicing](#), to obtain reimbursement of federal or state funds.

Contract Amendments

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs. Only work within the original advertised scope of services shall be added by amendment to the contract. The addition of work outside the original advertised scope will make that work ineligible for federal or state reimbursement (see [Q&As](#) at: http://www.fhwa.dot.gov/programadmin/172qa_01.cfm).

There is no prescribed format for contract amendments. They may take the form of letter-type agreements meeting the legal requirements of the local agency, clearly outlining the changes and containing a mutually agreed upon method of compensation. Such agreements must conform to the requirements of this manual with regard to payment.

A consultant contract may be amended at any time prior to the expiration date of the original contract. The most common amendment is to extend the ending date of the contract. All contract amendments must be fully executed before the ending date of the contract. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement.

For on-call consultant contracts, the amendment is restricted to the work (task order) that has already been started by the consultant and can not include any new work. Task orders are not considered an amendment and therefore not appropriate to extend the terms of the contract.

All contract amendments shall be negotiated following the same procedures as the negotiation of the original contract and must be in writing and fully executed by the consultant and local agency before reimbursable work begins on the amendment. For any additional engineering and design related services outside of the scope of work established in the original solicitation, a contracting agency shall either procure the series under a new solicitation, perform the work itself using agency staff, or use a different, existing contract under which the services would be within the scope of work. Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts. If an emergency exists of such magnitude that a delay cannot be tolerated, the local agency and the consultant may agree on an amendment initiating the work, so that reimbursable work may begin. The initiating amendment is then followed by a final amendment once the full scope of the emergency work is known and agreed to by both parties. In both cases, sufficient funding should be included in the amendments to pay for all work to be performed by the consultant. The final amendment must be executed as quickly as possible. Failure to fully comply with this section may result in the loss of local agency funding. Section 10.1.3: A&E Consultant Audit and Review Process of this chapter shall apply to the entire contract and must be completed prior to execution of the contract amendment. All amendments shall incorporate any current requirements of the federal regulations including the federal fiscal provisions and submit Exhibit 10-C: Consultant Contract Reviewers Checklist to aeoversight@dot.ca.gov for review completing Section D for amendments.

Performance Evaluation

Pursuant to 23 CFR §172.9(d)(2) agencies are required to prepare an evaluation of the consultant when the project has been completed. The Contract Administrator evaluates the consultant's performance after the consultant's final report has been submitted, and the Contract Administrator has conducted a detailed evaluation with the consultant's project manager. See Exhibit 10-S: Consultant Performance Evaluation for a suggested format for use by the local agency.

Project Records

Federal-Aid Highway Program funding recipients and sub-recipients must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in compliance with Federal laws and regulations (e.g., 23 USC 112; 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR Part

200). These records shall be maintained for a minimum of three (3) years following issuance of the final voucher from FHWA (forwarded by Caltrans) and the closure of all other pending matters (2 CFR Part 200.333).

For audit purposes, project records and documentation shall be kept for three (3) years after payment of the final federal or state voucher. Among the records to be retained are as follows (not an all-inclusive list):

- Copies of RFPs and RFQs, changes, addendums, etc. and bidder's list;
- Documentation of DBE participation (including [Exhibit 10-O1: Consultant Proposal DBE Commitment](#) and [Exhibit 10-O2: Consultant Contract DBE Commitment](#));
- Solicitation and advertisement records;
- Identification of selection committee members;
- Record of receiving proposals, statement of qualifications;
- Evaluation and ranking records such as original score sheets from all panel members, short list questions and other documentation (see [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#));
- Independent cost estimate (prepared in advance of requesting a cost proposal from the top-ranked consultant);
- Record of negotiations (to include a separate negotiation of profit in accordance with federal guidelines);
- Financial Review Letter and Cognizant Agency Letter, when applicable;
- CPA-audited ICR Audit Report or Approved State DOT Cognizant Indirect Rate Letter, if any;
- Consultant Certification of Costs and Financial Management ([Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#)) for contracts over \$150,000 or more;
- A&E Consultant Audit Request Letter and Checklist ([Exhibit 10-A: A&E Consultant Audit Request Letter and Checklist](#)) for contracts over \$150,000 and all supporting documentation.
- Executed consultant contracts, cost proposals and amendments (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#) and [Exhibit 10-H: Sample Cost Proposal](#));
- Contract oversight and progress meeting documents;
- Progress and final payments, and supporting documentation;
- Performance evaluation (see [Exhibit 10-S: Consultant Performance Evaluation](#));
- Consultant contract checklists (see [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#));

- Accounting records documenting compliance with State and federal administrative requirements;
- Certifications and Conflict of Interest forms ([Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#), all personnel involved in the procurement of the agreement should complete Exhibit 10-T [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) and [Exhibit 10-Q: Disclosure of Lobbying Activities](#), as appropriate). Exhibit 10-Q is included in the solicitation and shall be completed if the consultant needs to disclose any lobbying activities.

Retention Clauses

At the option of the local agency, a retention clause may be included in the consultant contract. A retention clause in the consultant contract is recommended (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XXXI).

Review of Local Agency Actions

Federal-aid or state reimbursement is contingent on meeting the federal or state requirements and can be withdrawn, if these procedures are not followed and documented. The local agency files are to be maintained in a manner to facilitate future FHWA or Caltrans process reviews and audits. As specified in the Review and Approval of Contracts above, the Contract Administrator must review the proposed consultant contract before execution.

[Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#) is to be completed and signed. A copy shall be emailed to Caltrans at aeoversight@dot.ca.gov prior to contract award for acceptance. This acceptance of [Exhibit 10-C](#) must be retained in the local agency project files.

10.1.9 MISCELLANEOUS CONSIDERATIONS

Agreements with Other Governmental Agencies

Intergovernmental or inter-entity agreements are encouraged if appropriate. If another governmental agency is requested to do work or provide services to an agency, an interagency agreement is needed. See 2 CFR 200 and CA Government Codes 10340 and 11256.

Small Purchase Contracts

Contracts that are less than \$250,000 are considered small contracts in accordance with federal regulations. However, within the State of California, there is not a recognized small purchase procedure. For federal contracts that are less than \$250,000 and are not anticipated to exceed this amount, the agency shall use the *State-Only Funded A&E Contracts: Section 10.2*. If the contract is anticipated to exceed \$250,000, use one of the accepted procurement procedures listed in the previous sections. Small contracts using the simplified acquisition procedure shall not exceed \$250,000 or the additional costs are considered not reimbursable. The entire contract could also be considered ineligible by FHWA depending on circumstances. The scope of work, project phases, and contract requirements shall not be broken down into smaller components to

permit the use of small purchase procedure. DBE requirements apply for all federally funded projects.

Noncompetitive Negotiated Contracts (Sole-Source)

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals (23 CFR 172.7(a)(3)).

FHWA considers these types of contracts as Sole Source contracts and should be used only in very limited circumstances. A Public Interest Finding prepared by the local agency and approved by Caltrans is required before establishing these services (23 CFR 172.7(a)(3); also see [Exhibit 12-F: Cost-Effectiveness/Public Interest Finding](#)).

Conditions under which noncompetitive negotiated contracts may be acceptable include:

- Only one organization is qualified to do the work;
- An emergency exists of such magnitude that cannot permit delay;
- Competition is determined to be inadequate after solicitation of a number of sources.

The local agency shall:

- Follow its defined process for noncompetitive negotiation;
- Develop an adequate scope of work, evaluation factors, and cost estimate before solicitation;
- Conduct negotiations to ensure a fair and reasonable cost.

The local agency must carefully document details of the special conditions, obtain Caltrans approval on a Public Interest Finding and retain all documents in the project files for future Caltrans' or FHWA's review.

A Public Interest Finding (see [Exhibit 12-F: Cost-Effectiveness/Public Interest Finding](#)) is not required for a local agency to be reimbursed for contract administration activities associated with non-infrastructure type projects such as many Safe Routes to School or Transportation Alternatives Program projects.).

Personal Services Contracts

A personal services contract is characterized by the employer-employee relationship created between the local agency and the contract personnel who essentially perform similar duties as the employees. Such services must be under the direction and control of a full-time employee of the local agency in responsible charge. Compensation for construction engineering services should be based on actual costs incurred, plus a fixed fee, or in the case of individual compensation on an agreed-upon hourly or daily rate. Lump sum payments should not be used for construction engineering services.

For personal service contracts, the following information must be documented by the local agency and retained in the project files:

- Explanation of the services needed, and why they cannot be provided by the local agency;
- Name and qualification of the consultant, who provided the services;
- Documentation of the fees showing how the fee was calculated, and that it is reasonable by comparative standards;
- Any other records needed to show compliance with federal-aid program regulations.

Retaining a Consultant as an Agency Engineer or in Management Support Role

A local agency may retain qualified consultants in a management support role on its staff in professional capacities for federal-aid projects such as:

- A City Engineer (or equivalent) who manages the engineering unit for the city, providing oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the City.
- A County Engineer (or equivalent) who manages the engineering unit for the county such as duties described above.
- A Project Manager (or equivalent) who manages and oversees a project, series of projects or the work of other consultants and contractors on behalf of the public agency
- A Program Manager (or equivalent) who manages and oversees an element of a highway program, function, or service on behalf of the public agency

However, typically a consultant in a management support role is not:

- A consultant engineer performing project-specific design, and/or construction contract administration and construction engineering for the public agency
- A consultant providing support to administrative duties such as federal authorization process, labor compliance activities, and other management and administrative tasks.

The use of a consultant in a management support role should be limited to unique or very unusual situations. These situations require a thorough justification as to why the local agency cannot perform the management. Consultants used in management support roles must be selected using the same procedures as those for other consultants specified in this chapter. Consultants in a Management Support Role funded by local or state funds must have approval from FHWA to be considered qualified to manage federal projects or consultants providing services on federal projects.

Eligibility for federal or state reimbursement for a consultant in a management support role requires the following:

- Compliance with the selection procedures specified in this chapter;
- Existence of a contract between the local agency and the consultant specifying the local agency engineering services to be performed;
- Written designation by the local agency of the responsibilities and authority of the consultant as an agency engineer;

- For a federal-aid project, completion of Exhibit 10-T: Conflict of Interest & Confidentiality Statement by all members (both consultants and employees) prior to participating in the Architect & Engineering (A&E) Selection Panel pertaining to the specific selection process and the firms being considered;
- Selection of consultants for A&E management positions shall be by the use of qualification based selection procedures on an open and competitive basis resulting in a contract with defined beginning and ending dates not to exceed five (5) years;
- For a federal-aid project, a local agency consultant in a management support role shall not:
 - Participate in, or exercise authority over the A&E selection process, if that consultant's firm is one of the proposing firms, or subconsultant to a proposing firm;
 - Participate in, or exercise authority over management of work performed by the consultant's firm, or to a consultant's firm of which the local agency consultant firm is a subconsultant. This would include, but not be limited to, managing or directing the work, approving changes in the schedule, scope, or deliverables; and approving invoices.
 - Apply for or receive reimbursement of federal-aid funds for the local agency's federal-aid project if either of the foregoing has occurred. However, reimbursement for the construction contract portion of the project will still be allowed provided all other federal-aid requirements have been met.
 - Where benefiting more than a single federal-aid project, allocability of consultant contract costs for services related to a management support role shall be distributed consistent with the cost principles applicable to the contracting agency in 23 CFR 172.7(b)(5).

If engineering services for a project are within the scope of the services described in the retained consultant's contract, these services may be performed by the person or firm designated as an agency engineer. If the services are not within the scope, eligibility for federal reimbursement for these services require a new consultant contract to be developed using the selection procedures in this chapter. Retained consultants involved in the preparation of the RFP or RFQ shall not be considered in the selection of consultants for the resulting project specific work.

When engineering or architectural consultants in a management support role are procured with federal-aid funds, the local agency (subgrantee) shall fully comply with the following:

- Subparagraphs of 2 CFR 200.318 maintain a contract administration system and maintain a written code of standards. No employee, officer or agent of the subgrantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- Subparagraph of 23 CFR §172.7(b) requires that the local agency shall receive approval from FHWA. In addition, any federal-aid projects designated as Projects of Division Interest may also need approval from FHWA.

- Liability insurance should normally be required from the consultant (errors and omissions, etc.).

For federally funded projects, local agencies that solicit to hire A&E consultant(s) in a management support role must obtain FHWA approval prior to contract execution.

In order for a contract for a consultant in a management support role to be federally eligible, the following are required prior to contract execution:

- The local agency shall submit a request for approval via email, the Scope of Work (SOW) and Conflict of Interest (COI) Policy to the Division of Local Assistance-Headquarters (DLA-HQ) at aeoversight@dot.ca.gov, prior to solicitation.
- Once the local agency receives FHWA's written response, the local agency may need to revise the documents reflecting FHWA's opinions and can proceed with the RFQ.
- After consultant selection, the local agency shall submit the completed [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) to the DLA-HQ at aeoversight@dot.ca.gov. Local agency will receive FHWA's approved [Exhibit 10-U](#) via email.

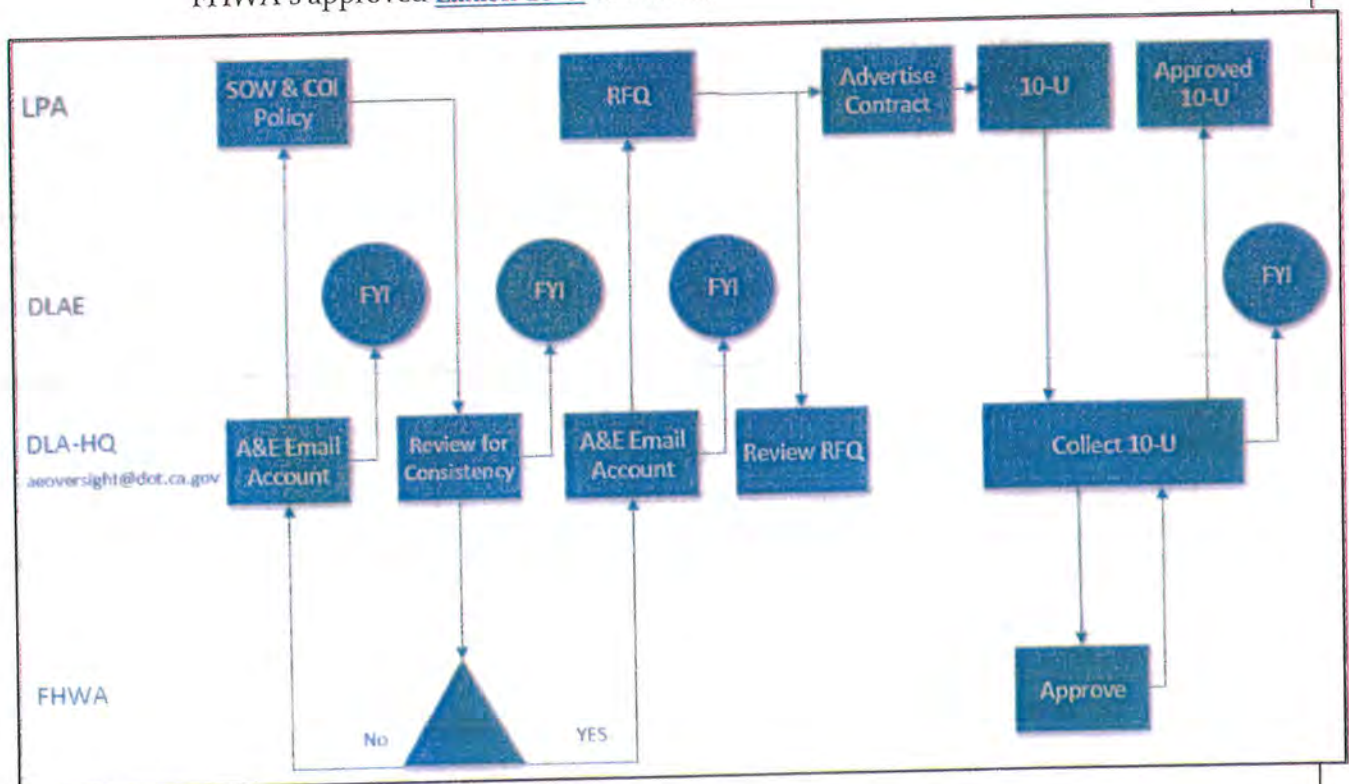


Figure 10-5: Consultant in a Management Support Role Flowchart

Construction Engineering Services

Under federal-aid regulations and state policy, the primary responsibility for general supervision of construction must remain with the local agency. The local agency must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project.

All construction engineering activities performed by a consultant must be under the overall supervision of a full-time employee of the agency who is in responsible charge. These activities may include preparation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. The construction engineering consultant's contract defines the relative authorities and responsibilities of the full-time employee of the local agency in charge of the project and the consultant's construction engineering staff.

If a technical inspection consultant is to provide professional assistance to the local agency, a formal consultant contract must be executed which follows this chapter's requirements. The contract shall provide for reviews at appropriate stages during performance of the work to determine if any changes or other actions are warranted. These reviews are to be made by the local agency.

10.1.10 PROGRAM MANAGEMENT

According to 23 CFR §172.5, local agencies are required to adopt written policies and procedures prescribed by Caltrans. The local agency shall adopt Caltrans Local Assistance Chapter 10: *Consultant Selection*. Local agencies are responsible for providing all resources necessary for the procurement, management, and administration of A&E consultant contracts including subcontracts. Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;

- Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract;
- Preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services;
- Closing-out a contract;
- Retaining supporting programmatic and contract records, as specified in 2 CFR 200.333 and the requirements of this part;
- Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;
- Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and

- Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

An example resolution is located at:

<http://www.dot.ca.gov/hq/LocalPrograms/AE/2018/P&P-Adoption-Resolution.doc>












10.1.11 REFERENCES

- [23 CFR, Part 172](#)
Administration of Engineering and Design Related Service Contracts
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.2.3>
- [40 USC, Section 1104](#)
Brooks Act <http://www.fhwa.dot.gov/programadmin/121205.cfm>
- [41 CFR](#)
Public Contracts and Property Management
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab_02.tpl
- [41 USC](#)
Public Contracts
<http://law.onecle.com/uscode/41/index.html>
- [23 USC](#)
Letting of Contracts
<http://www.fhwa.dot.gov/map21/docs/title23usc.pdf>
- [48 CFR, Chapter 1, Part 15.404](#)
<https://www.acquisition.gov/far/html/FARTOCP15.html>
- [48 CFR, Chapter 1, Part 31](#)
<https://www.acquisition.gov/far/html/FARTOCP15.html>
- [Title 48, Part 16 – Types of Contracts](#)
<http://www.elaws.us/subscriber/signin?returnurl=http://federal.elaws.us/cfr/title/4/10/2013/title48/chapter1/part16&IsHistory=1&AspxAutoDetectCookieSupport=1>
- [48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts](#)
<https://www.law.cornell.edu/cfr/text/48/part-27/subpart-27.3>
- [48 CFR 31.201-3](#)
<https://www.gpo.gov/fdsys/pkg/CFR-2011-title48-vol1/pdf/CFR-2011-title48-vol1-sec31-201-6.pdf>
- [48 CFR, Chapter 99 – Cost Accounting Standards, Subpart 9900](#)
<https://www.gpo.gov/fdsys/granule/CFR-2002-title48-vol7/CFR-2002-title48-vol7-chap99>

- [2 CFR Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=eb0db4a32ce93fdc5815e6fe58791d9d&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
http://www.ecfr.gov/cgi-bin/text-idx?SID=eb0db4a32ce93fdc5815e6fe58791d9d&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- [49 CFR, Part 26](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl)
Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl
- [American Association of State Highway and Transportation Officials \(AASHTO\) Uniform Audit and Accounting Guide](http://audit.transportation.org/Pages/default.aspx)
<http://audit.transportation.org/Pages/default.aspx>
- [Caltrans Division of Procurement and Contracts Website](http://www.dot.ca.gov/dpac/index.html)
<http://www.dot.ca.gov/dpac/index.html>
- [California Labor Code, Section 1775](http://law.onecle.com/california/labor/1775.html)
<http://law.onecle.com/california/labor/1775.html>
- [Government Auditing Standards \(GAS\) issued by the United States Government Accountability Office](http://www.gao.gov/yellowbook/overview)
<http://www.gao.gov/yellowbook/overview>
- [Government Code Sections 4525 through 4529.5](http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=04001-05000&file=4525-4529.5)
<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=04001-05000&file=4525-4529.5>
- [OMB Circular A-110](https://www.whitehouse.gov/omb/circulars_a110)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
https://www.whitehouse.gov/omb/circulars_a110
- [Standard Environmental Reference \(SER\)](http://www.dot.ca.gov/ser/)
<http://www.dot.ca.gov/ser/>

FHWA: this is the new State-Only funded section that will be used for state-only funded projects.

10.2: STATE-ONLY FUNDED A&E CONTRACTS

A&E State-Only	<i>Division of Local Assistance Minimum Requirements for State-only funded A&E Contracts</i>
	A. Written Procedures
	B. Conflict of Interest
	C. Records
	D. Full & Open Competition
	E. Selection Basis
	F. Publication
	G. Solicitation
	H. Cost Analysis
	I. Negotiations
	J. Audit and Review Process
	K. Exhibit 10-C.2: State-Only Funded A&E Consultant Contracts

10.2.1 GENERAL

Local Agencies are required to follow all applicable local and state regulations including those listed in LAPM Chapter 10 in accordance with their State Master Agreement. Although the requirements listed in this section are minimum requirements, the local agency shall use good engineering judgment and best practices to document their processes and procedures when procuring A&E contracts utilizing qualifications based selections.

All consultants must comply with 48 Code of Federal Regulations (CFR) Part 31: *Contract Cost Principles and Procedures*. Also, consultants and Local Agencies must comply with 2 CFR Part 200: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, excluding sections §200.318-200.326 *Procurement Standards* (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance, Attachment A).

Agency state-only funded (SOF) agreements must contain the required federal fiscal provisions from 2 CFR 200 in all Division of Local Assistance funded agreements. Exhibit 10-R: *A&E Boilerplate Agreement Language* contains 2 CFR 200 requirements and may also be used in SOF agreements. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

All proposed A&E contracts and supporting documents (including state-only funded) are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government and required to follow LAPM Section 10.1.3 *A&E Consultant Audit and Review Process*.

For consultant contracts, procured with local or state funds, to provide services for federal-aid projects, or to oversee or manage other consultants providing these services, the Consultant in Management Support Role process must be completed to be eligible for reimbursement. Refer to Chapter 10.1.9 Miscellaneous Considerations: *Retaining a Consultant as an Agency Engineer or in a Management Support Role* <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>.

DBE contract goals are not required for state-only funded contracts.

This guidance is for contracts utilizing state funds only. If any federal funds are added or reimbursed, the federal process must be followed.

Non-A&E consultant contracts reference LAPM Section 10.3: *Non-A&E Contracts*.

Reference: *California Government Code Title 1, Division 5, Chapter 10, Contracts with Private Architects, Engineering, Land Surveying, and Construction Project Management Firms §4525-4529.5.*

10.2.2 DEFINITION OF A&E

Architectural, landscape architectural, engineering, environmental, and land surveying services includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

Construction project management means those services provided by a licensed architect, registered engineer, or licensed general contractor. Any individual or firm proposing to provide construction project management services shall provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

Environmental services mean those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws.

Reference: *California Government Code §4527*

10.2.3 MINIMUM AUDIT REQUIREMENTS

A. Written Procedures

Local agencies shall follow the minimum requirements listed below in addition to any local laws and regulations.

Reference: *California Government Code §4526*

B. Conflict of Interest

The local agency must develop and maintain a written code of conduct governing the performance of its employees engaged in the award and administration of state funded contracts, including the prevention of conflicts of interest.

References:

California Government Code §4526

California Government Code §1090

California Government Code §4529.12

C. Records

Local agencies shall keep adequate records of all contracts including the procurement, project management, accounting and financial administration.

References:

California Government Code §4529.14

California Government Code §4006

D. Full & Open competition

All A&E contracts shall be procured through a qualifications based selection utilizing open and fair competition. Evaluate at least three consultants using published evaluation criteria and rank these firms in order of preference.

References:

California Government Code §4526

California Government Code §4527

E. Selection Basis

Selection of a firm shall be based on qualifications and the order of ranked preference.

References:

California Government Code §4526

California Government Code §4527

F. Publication

Solicitations for A&E contracts shall be in a manner that is open and competitive.

Reference: *California Government Code §4527*

G. Solicitation

The solicitations shall include published evaluation criteria to rank in order of preference. Clearly define expectations in the solicitation in order to evaluate firms.

Reference: *California Government Code §4527*

H. Cost Analysis

An independent cost comparison to the consultant's cost proposal shall be done in order to ensure the contract is negotiated at a fair and reasonable price.

Reference: *California Government Code §4528*

I. Negotiations

Negotiations must be documented to verify a fair and reasonable contract has been executed using public funds.

Reference: *California Government Code §4528*

J. Audit and Review Process

A&E contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits. All agencies shall follow the Audit and Review Process as stated in LAPM Section 10.3: *A&E Consultant Audit and Review Process*.

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c10/10a.pdf>

Reference: *California Government Code §4529.14*

K. Exhibit 10-C.2: State-Only Funded A&E Contracts

Exhibit 10-C.2: *State-Only Funded A&E Consultant Contract Reviewers Checklist* must be sent to aoversight@dot.ca.gov for review prior to contract award.

CA Government Code References

California GOV §1090

(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they

are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.

(b) An individual shall not aid or abet a Member of the Legislature or a state, county, district, judicial district, or city officer or employee in violating subdivision (a).

(c) As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.

California GOV §4006

Plans, specifications, work authorizations describing work to be performed, and all other information referred to in this chapter are open to inspection and examination as a public record.

California GOV §4525

For purposes of this chapter, the following terms have the following meaning:

(a) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.

(b) "State agency head" means the secretary, administrator, or head of a department, agency, or bureau of the State of California authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(c) "Local agency head" means the secretary, administrator, or head of a department, agency, or bureau of any city, county, city and county, whether general law or chartered, or any district which is authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(d) "Architectural, landscape architectural, engineering, environmental, and land surveying services" includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

(e) "Construction project management" means those services provided by a licensed architect, registered engineer, or licensed general contractor which meet the requirements of Section 4529.5 for management and supervision of work performed on state construction projects.

(f) "Environmental services" means those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws. "Environmental services" also includes the processing and awarding of claims pursuant to Chapter 6.75 (commencing with Section 25299.10) of Division 20 of the Health and Safety Code.

California GOV §4526

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public

agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.

In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a contract under this section which would subject those employees to the prohibition of Section 87100.

California GOV §4527

In the procurement of architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services, the state agency head shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data.

(a) When the selection is by a state agency head, statewide announcement of all projects requiring architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services shall be made by the agency head through publications of the respective professional societies. The agency head, for each proposed project, shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based upon criteria established and published by him or her, no less than three of the firms deemed to be the most highly qualified to provide the services required.

(b) When the selection is by a local agency head, the agency head may undertake the procedures described in subdivision (a). In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when these employees have a relationship with a person or business entity seeking a contract under this section.

California GOV §4528

(a) When the selection is by a state agency head the following procedures shall apply:

(1) The state agency head shall negotiate a contract with the best qualified firm for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services at compensation which the state agency head determines is fair and reasonable to the State of California or the political subdivision involved.

(2) Should the state agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the agency head determines to be fair and reasonable to the State of California or the political subdivision involved, negotiations with that firm shall be formally terminated. The state agency head shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the state agency head shall terminate negotiations. The state agency head shall then undertake negotiations with the third most qualified firm.

(3) Should the state agency head be unable to negotiate a satisfactory contract with any of the selected firms, the state agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this chapter until an agreement is reached.

(b) When the selection is by a local agency head, the local agency head may undertake the procedures described in subdivision (a).

California GOV §4529

This chapter shall not apply where the state or local agency head determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest.

California GOV §4529.12

All architectural and engineering services shall be procured pursuant to a fair, competitive selection process which prohibits governmental agency employees from participating in the selection process when they have a financial or business relationship with any private entity seeking the contract, and the procedure shall require compliance with all laws regarding political contributions, conflicts of interest or unlawful activities.

California GOV §4529.14

Architectural and engineering services contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits as necessary to ensure contract services are delivered within the agreed schedule and budget.

California GOV §4529.20

This act seeks to comprehensively regulate the matters which are contained within its provisions. These are matters of statewide concern and when enacted are intended to apply to charter cities as well as all other governmental entities.

Federal Highway Administration Memorandum 2 CFR 200 Implementation Guidance
12/4/2014

Attachment A: FHWA 2 CFR 200 Uniform Guidance – Questions and Answers

Question 21: “Will the FHWA/USDOT provide a waiver of the requirements in 2 CFR 200.317 for subrecipients to comply with State procurement requirements or other policies and procedures approved by the State (200.317)?”

Answer: Yes. The USDOT requested and received an OMB waiver of the requirements in 2 CFR 200.317 concerning procurement by subrecipients. This waiver provides an exception to the requirement for all subrecipients of a state to follow the procurement requirements in Sections 200.318 through 200.326. The waiver will allow States and subrecipients to continue to use state-approved procurement procedures as they did under part 18 prior to the adoption of the Uniform Guidance.

Figure 10.2 State-Only Funded Procurement Criteria

To comply with CA Government Code (GC) 4525-4529.5, 48 Code of Federal Regulations (CFR) Part 31: Contract Cost Principles and Procedures, 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (excluding sections 200.318-200.326), California Local Assistance Procedures Manual (LAPM) and other applicable STATE and FEDERAL regulations.

A&E Consultants		
Requirements for LGAs that use State funding		Use State requirements below
A.	Written Procedures	GC 4526
B.	Conflict of Interest	GC 1090, GC 4527(b), GC 4529.12
C.	Records	GC 4529.14, 4006
D.	Full & Open Competition	GC 4526, GC 4527, GC 4529.12
E.	Selection Basis	GC 4526*, 4527
F.	Publication	GC 4527
G.	Solicitation	GC 4527
H.	Cost Analysis	GC 4528
I.	Negotiations	GC 4528
J.	A&I Audit & Review Process	GC 4529.14, LAPM Ch. 10, 2 CFR 200
K.	Exhibit 10-C.2: State-Only Funded A&E Consultant Contracts	LAPM Ch. 10.2

*Mini Brooks Act - State regulation requiring the initial selection of engineering and architecture firms be based upon qualifications and experience rather than by price. Price is then later negotiated.

10.3: NON-A&E CONTRACTS

SCOPE

This section covers the procurement requirements for the services that are not included in Section 10.1 Federal and Section 10.2 State-Only. This guidance is for contracts utilizing federal-aid funds and state funds. Federal regulations refer to state and local regulations for non-A&E type contracts. Although local agencies are required to follow 2 CFR 200: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* for all contracts, the Procurement Standards section §200.318-200.326 is exempt. The guidance in this section follows the established regulations in the California Public Contract Code. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

Local agency shall designate one person within the local agency as a contract manager.

(PCC 10348.5)

DETERMINING NON-A&E

After identifying that there is a need for consulting services, the local agency shall determine that the services needed are more of a technical nature and involve minimal professional judgement and that requiring a cost proposal would be in the public's best interest. These type of consultant services that are not directly related to a highway construction project or that are not included in the definition of engineering and design related services are considered non-A&E. The services must not be included in Section 10.2.2 Definition of A&E.

The determining factor is whether the services being procured are related to a specific construction project and whether the services require work to be performed, provided by, or under the direction of a registered engineer or architect.

EXAMPLE OF DETERMINING NON-A&E

Material testing has been requested to ensure quality assurance on a construction project. The service includes only performing the material test and providing material test data. Although the service is related to a construction project, the overall service did not provide an evaluation or a discipline report. In this example, the local agency can determine that the service provided is more of a technical nature and is therefore a non-A&E service.

The following is a list of the more common non-A&E services:

- Right-of-Way Appraisal
- Right-of Way acquisition activities
- Conducting public outreach during environmental clearance or construction
- Active Transportation Program educational and outreach activities
- Intelligent Transportation System (ITS)
- Non-Infrastructure

INTELLIGENT TRANSPORTATION SYSTEM (ITS) PROJECTS

Intelligent Transportation System (ITS) means electronic, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system. ITS projects are those that in whole or in part, funds the acquisition of technologies or systems of technologies that provide significant contributions to the provision of one or more ITS user services as defined in the National ITS Architecture.

The federal-aid procurement regulations identify three possible contract procurement procedures for ITS projects including engineering and design related services (A&E), construction, and non-engineering/non-architectural (non-A&E).

If ITS projects include physical installation of field devices and/or communications infrastructure, such as new traffic signals, new controller cabinets, changeable message signs, radio and computers, vehicle detectors, and conduits for cabling in the roadway, then that work and required equipment usually meets the definition of construction. The construction contract must be procured based on competitive bidding. If the ITS project involves software development, system integration, hiring engineers and specialists for ITS design and installation support, inspection, design documentation, training and deployment, it may be considered an engineering and design services contract and the contract must be procured as an A&E consultant contract. If the scope of work is unclear as to whether it is an A&E type of work, contact aeoversight@dot.ca.gov for assistance.

However, if an ITS project does not meet either the definition of construction or engineering and design services, then the contract may be considered to be a non-A&E consultant contract.

Examples of non-A&E consultant contracts are:

- The procurement of hardware and software associated with incident management system;
- Software systems for arterial and freeway management systems;
- Operating the 511 traveler information service;
- Nonprofessional services for system support such as independent validation and verification, testing and specification development;

For more information regarding Intelligent Transportation Systems (ITS) Program procurement requirements, refer to LAPG, Chapter 13 LAPG Chapter 13: Intelligent Transportation Systems.

NON-INFRASTRUCTURE PROJECTS

Non-infrastructure (NI) projects are those transportation-related projects that do not involve either engineering design, Right-of-Way acquisition (for additional guidance refer to LAPM Chapter 13), or the eventual physical construction of transportation facilities.

Procurement of non-A&E consultant contracts associated with non-infrastructure projects must follow Non-A&E procurement procedures described in this chapter. For more information on NI projects, refer to LAPM Chapter 3: Project Authorization.

GOVERNING REGULATIONS AND CODES FOR NON-A&E

When procuring non-A&E services with federal-aid funds, Local agencies must comply with 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections §200.318-200.326 Procurement Standards (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance, Attachment A). Local agencies must follow the same policies and procedures that the State uses for procurement with its non-Federal funds. When procuring non-A&E services with federal-aid and state-only funds, the governing procurement code is Public Contract Code 10335-10381.

PROCUREMENT OF NON-A&E CONSULTANT CONTRACTS

All non-A&E procurements contracts must be conducted in a manner providing full and open competition consistent with federal and state standards. Local agency must meet the code of conduct governing the performance of its employees engaged in the award and administration of federal-aid and state-funded contracts, including the preventions of conflict of interest in PCC 10410.

The following are the fundamental rules when procuring a non-A&E consultant contract.

1. The request for proposal (RFP) shall not limit the competition directly or indirectly to any one consultant. The RFP must be publicized and all evaluation factors and their relative importance identified. (PCC 10339)
2. Splitting a single transaction into a series of transactions for the purpose of evading the procurement requirements is not allowed. (PCC 10329)
3. Local agency shall secure at least three competitive proposals for each contract. (PCC 10340) When receiving less than three proposals, refer to the Cost-Effective/Public Interest Finding in this section as an alternative to re-advertisement.
4. No proposals shall be considered which have not been received at the place, and prior to the closing time as stated in the RFP. (PCC 10344(a))
5. Local agency must have a written procedure for evaluating proposals. (PCC 10344)

RFP BASIC REQUIREMENTS

- A. There are two general types of consulting service contract solicitations:
- B. Request for Proposal using Cost only
- C. Request for Proposal using Cost and Qualifications

The local agency must include the following in the request for proposal:

- A. A clear, precise description of the work to be performed or services to be provided.
- B. Description of the format that proposals shall follow and the elements they shall contain
- C. The standards the agency will use in evaluating proposals. This includes qualifications and certifications if applicable.
- D. The date the proposals are due.

- E. The procurement schedule that the local agency will follow in reviewing and evaluating the proposals.

(PCC 10344)

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

Additional Requirements for Request for Proposal using Cost only

- A. Local agency must require consultants to submit their proposals and cost in a separate, sealed envelope.
- B. Local agency shall determine those that meet the format requirements and the standards specified in the request for proposal.
- C. The sealed envelopes containing the price and cost information for those proposals that meet the format requirements and standards shall then be publicly opened and read.
- D. Contract must be awarded to the lowest responsible consultant meeting the standards.

(PCC 10344(b))

Additional Requirements for Request for Proposal using Cost and Qualifications

- A. Local agency must include in the proposal the description of the evaluation and scoring method. Substantial weight in relationship to all other criteria utilized shall be given to the cost amount proposed by the consultant.
- B. Local agency shall determine those that meet the format requirements specified in the RFP.
- C. Local agency evaluation committee must evaluate and score the proposals using the methods specified in the RFP. All evaluation and scoring sheets shall be available for public inspection after the committee scoring process. Evaluation committee should comply to the prevention of conflict of interest in PCC 10410.
- D. The non-A&E contract shall be awarded to the consultant whose proposal is given the highest score by the evaluation committee.

(PCC 10344(c))

When using RFP (Cost and Qualifications), the criteria used to evaluate the consultant's proposals must have a logical foundation within the scope of work or within other technical requirements contained in the RFP. Each criterion must have a weight or level of importance, and it is recommended that total possible score for the evaluation criteria be one hundred (100) points. The proposed cost should be at least thirty percent (30%) of total points in evaluation criteria.

An example RFP for non-A&E is provided on the Local Assistance website at <http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/RFP-Example-Non-AE.docx> and may be modified.

Submission of *Exhibit 10-C Consultant Contract Reviewers Checklist* to Caltrans HQ for acceptance is not required for non-A&E consultant contracts.

CONSULTANT'S PROPOSAL

The consultant's proposal should include the following information:

- *Consultant Project Manager* – qualifications, roles and responsibilities.
- *Methodology* – description of work and overall approach, specific techniques that will be used and specific administrative and operations expertise to be used.
- *Workplan and Work Schedule* – the technical proposal should include activities and tasks, and their delivery schedule.
- *Personnel* – List of personnel who will be working on the project, and their resumes.
- *Facilities and resources* (If applicable) – Explanation of where the services will be provided and what type of equipment is needed to perform services.
- *Sub-contracts* – Identify all sub-contracts that are to be used, description of each and the work by each sub-consultant/sub-contractor. No work shall be subcontracted unless listed in the technical proposal. Sub-consultant resumes should be provided.
- *References* – The technical proposal should provide at least three (3) clients for whom the proposer has performed work of similar nature to the request.

COST PROPOSAL WORKSHEET

The RFP should provide a standard format for cost proposal that all proposers must include in their proposal. The cost proposal format can be broken down by specific tasks, showing hourly labor rates, level of effort and material, and/or by milestones and deliverables.

Local agency is not required to award a contract if it is determined that the contract price is not reasonable. (PCC 10340(c))

DBE CONSIDERATION

DBE consideration is required on all federal-aid funded contracts including non-A&E.

ADMINISTRATIVE REQUIREMENTS

Advertisement for RFPs may be through the local agency website, local publications, and national publications. Minimum solicitation time is 14 calendar days. The solicitation should inform potential qualified consultants that questions must be submitted in writing to the Agency Contract Manager/Administrator by a specified date and time. All pertinent technical information and answers to consultant's questions shall be provided to all potential consultants. Written responses to all questions will be collectively compiled and provided as an addendum.

A proposal may be considered nonresponsive and rejected without evaluation if all required information is not provided. Proposals without information regarding, or not meeting, the required DBE utilization goal or without a Good Faith Effort documentation, late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

No consultant who has been awarded a consulting service contract may be awarded a subsequent contract for the services or goods which are required as an end product of the consulting service contract, unless the subcontract is no more than 10 percent of the total monetary value of the consulting services contract. Excludes A&E contracts.

(PCC 10365.5)

Contracts may be modified or amended only if the contracts so provide. Amendments must be requested and executed prior to the termination date of the most recently approved original or amended contract. All records of contract activities shall be kept for three years after federal final voucher E-76 or state final voucher for State-Only funds. Costs are reimbursable after state allocation by the California Transportation Commission (CTC) and/or the issuance of the federal E-76. The per diem rate shall not exceed the state rate. Contract Managers are responsible for monitoring expenditures on all contracts and verifying categories of work that require prevailing wage. A person in Responsible Charge of contract management is required for all federally funded projects.

ORAL PRESENTATIONS OPTIONAL

When oral presentations are required by the local agency, the evaluation criteria must include factors/sub-factors and weights used to score the proposers performance at the oral presentation. The evaluation committee will only be able to score each proposer based upon these criteria. The Contract Manager/Administrator should develop a set of questions related to the scope of work or the project to be asked during the evaluation committee question and answer (Q & A) section of the oral presentations. All proposers are asked the same questions for consistency.

The committee must also evaluate reference checks and other information gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

COST-EFFECTIVE/PUBLIC INTEREST FINDING

A minimum of three proposal must be evaluated to establish effective competition. Any agency that has received less than three proposals on a contract shall document the names and addresses of the firms or individuals it solicited for proposals. Prepare an explanation as to why less than three proposals were received. When only two proposals are received, a justification must be documented to proceed with the procurement. When only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) (LAPM Exhibit 12-F: Cost-Effective/Public Interest Finding) must be documented. In either case, the re-advertisement of the RFP should be considered as an option. Retain document as supporting documentation in the contract file.

(PCC 10340(c))

PROTEST/APPEALS/REINSTATEMENT PROCEDURES

Both state and federal regulations require well-defined protest/reinstatement procedures. It is essential that the procedures include a reasonable opportunity for the prospective consultant to present his/her case. The appeals procedures strengthen the process by which the contracting agency reaches its ultimate goal and helps defends its action against a claim of lack of due process. A termination clause and a provision for settlement of contract disputes are required. Protest procedures and dispute resolution processes should be in accordance with PCC 10345.

2

A Proclamation

Whereas, according to the National Coalition Against Domestic Violence 1 in every 3 teenagers, 1 in every 4 women, and 1 in every 6 men will experience domestic violence during their lifetime;

Whereas, approximately 15.5 million children are exposed to domestic violence every year; in our County of Plumas, Plumas Rural Services Domestic Violence Services has served 153 clients during the 2018-2019 fiscal year. Notably, there are many more who have not come forward to seek help;

Whereas, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including children, pets and the elderly;

Whereas, domestic violence is widespread and is devastating to society as a whole;

Whereas; the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference.;

Whereas, the survivors of violence should have access to medical and legal services, counseling, safe housing and other supportive services so that they can escape the cycle of abuse;

Whereas, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education;

Whereas; it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem;

NOW THEREFOR, in recognition of the important work done by domestic violence programs, and victim's service providers, I do hereby proclaim the month of October 2019 as Domestic Violence Awareness Month and urge all citizens to actively participate in the scheduled activities and programs sponsored by Plumas Rural Services to work toward the elimination of domestic violence.

Signed _____

Dated _____

3A1

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: September 20, 2019

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF OCTOBER 1, 2019.

RE: ADOPT RESOLUTION TO AMEND THE PLUMAS COUNTY JOB CLASSIFICATION PLAN AND POSITION ALLOCATION FOR LEGAL SECRETARY TRAINEE, RANGE 1656, LEGAL SECRETARY, RANGE 1826, AND LEGAL SECRETARY – SENIOR, RANGE 1937 FOR DISTRICT ATTORNEY’S DEPARTMENT #70301

IT IS RECOMMENDED THAT THE BOARD

Approve Resolution to adopt the new Legal Secretary series for Plumas County’s classification plan and update the FY 19/20 Position Allocation for the District Attorney’s job classifications of the following:

- Legal Secretary Trainee range 1656
- Legal Secretary range 1826
- Legal Secretary - Senior range 1937

BACKGROUND AND DISCUSSION

District Attorney Department –New Job Classifications Series

The District Attorney requested this job class review during budget review of 2018 for fiscal year 2018/2019. On October 19, 2018, the first requested submission to Operating Engineers Local #3 for our meet and confer obligation with Operating Engineers Local #3 (OE3). It was not until June 2019 that we heard back from OE3 with final approval for our meet and confer obligation. This is the second budget cycle the DA has requested adjustments for these job classification series.

The District Attorney originally requested wage adjustments for his Legal Services Assistant positions within his department. After review of the current job descriptions and discussion regarding the needs of the DA’s department, we developed new job classifications for the DA’s department. Instead of Legal Services Assistant positions, we are recommending the Legal

Secretary job classification series. Legal secretaries provide administrative support to lawyers. Combining general secretarial skills with basic knowledge and skills, legal secretaries help with legal research and maintain office records. Under minimal supervision, perform a variety of complex secretarial and administrative support duties requiring considerable knowledge of legal terminology, phraseology and procedures for one or more attorneys; to plan, organize, and carry out legal support functions and/or projects; and to do other related work as required. These positions would be in the General Unit of Operating Engineers Local #3 and specific to the functions of the DA's department.

I have built a job classification series for the Legal Secretary positions. The ***Legal Secretary Trainee*** position is the entry and trainee level class in the Legal Secretary series. Incumbents initially work under close supervision to learn departmental policies and procedures, proper format and procedures for processing a variety of legal documents. Incumbents of this class typically perform routine legal, reception, office, and records management work that does not require previous specialized experience and are expected to gain the knowledge and abilities to promote to the class of Legal Secretary after two years of satisfactory performance at the trainee level.

Qualifications needed for this position are a minimum of two (2) years of experience and/or training in an office setting, paid or unpaid, related to filing, reception, processing mail, typing, data entry, answering telephones, assisting the public or other office support duties. College coursework in a related field such as administration of justice, or paralegal, is highly desirable.

The next level in the series is the ***Legal Secretary***. This is the journey level class in the Legal Secretary series. This class differs from the class of Legal Secretary Trainee by increased responsibility for performing a wide variety of legal secretarial work.

Incumbent should expect frequent contact with attorneys, other departments, agencies and the public, which requires knowledge of the courts and other county departments. Incumbents are required to exercise independent judgment and discretion, safeguard the confidentiality of information and demonstrate tact and diplomacy. Accurate word processing and knowledge of legal terminology and legal processes are essential to the satisfactory performance of work for the Legal Secretary Class series.

Qualifications needed for this position are two years of responsible legal secretarial experience comparable to a Legal Secretary Trainee with Plumas County or two years of experience which demonstrates possession of the knowledge and abilities listed in this job description, **OR** an AA degree in a related field such as Administration of Justice or paralegal. Coursework in legal research, records management, legal terminology, business law, legal writing, business communications, word processing and law terminology is highly desirable.

Then the third classification in this series is the ***Legal Secretary- Senior***. This is an experienced level classification in the Legal Secretary series. This class differs from the class of Legal Secretary and Legal Secretary Trainee by increased responsibility for performing more complex legal secretarial support work.

Qualifications needed for this position are four years of responsible legal secretarial experience comparable to a Legal Secretary with Plumas County or other experience which demonstrates

possession of the knowledge and abilities listed above, **OR** possession of an AA degree and two years of experience in a legal secretarial experience comparable to a Legal Secretary with Plumas County or other experience which demonstrates possession of the abilities as described in the job description.

The results of a wage survey for these positions indicate base wage ranges are as low as \$14.48 up to \$20.51. In expanding comparable wage reviews to job duties and qualifications to classifications within Plumas County's job classification plan, I am recommending the following wage ranges for these three positions:

- Legal Secretary Trainee range 1656
- Legal Secretary range 1826
- Legal Secretary - Senior range 1937

The District Attorney's department organizational chart and attached are the five-year wage projections for your review.

Thank you for this opportunity to present the District Attorney's Department's new Legal Secretary job classification series.

Attached Exhibits:

New Job Descriptions:

Exhibit A: Legal Secretary Trainee, range 1656

Exhibit B: Legal Secretary, range 1826

Exhibit C: Legal Secretary – Senior, range 1937

Exhibit D:

Five year Wage Projections for

Employee #1, Employee #2 and Employee #3

Exhibit E:

Current Plumas County District Attorney's Office Organization Chart

Proposed Plumas County District Attorney's Office Organization Chart

**RESOLUTION TO AMEND JOB CLASSIFICATION PLAN AND
FISCAL YEAR 2019-2020 POSITION ALLOCATION
FOR PLUMAS COUNTY DISTRICT ATTORNEY #70301**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2019/2020 Position Allocation covering all positions in the County service; and

WHEREAS, in lieu of the abolished Legal Services Assistants I/II job classifications the new Legal Secretary Job classification series are necessary in the daily operational needs of the District Attorney's Department #70301; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the County's Job Classification Plan and for 2019-2020 Position Allocation for District Attorney's Department #70301; and

WHEREAS, the County has completed the meet and confer obligation with Operating Engineers Local #3 (OE3); and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Approve the amendment to the Fiscal Year 2019-2020 Position Allocation for the following position from:

<u>Current District Attorney #70301</u>	<u>FTE</u>
DA Admin/Assistant Public Administrator, or	3.00
Paralegal I/II/III, or	
Legal Services Assistant I/II	

To the following effective upon adoption of this Resolution to:

<u>District Attorney #70301</u>	<u>FTE</u>
DA Admin/Assistant Public Administrator, or	3.00
Paralegal I/II/III, or	
Legal Secretary Trainee, or	
Legal Secretary, or	
Legal Secretary Senior	

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 1st day of October, 2019 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

PLUMAS COUNTY

NEW: 06/2019

LEGAL SECRETARY TRAINEE**DEFINITION**

Under direct supervision, to perform a variety of legal secretarial and administrative support duties for one or more attorneys; to answer public and staff contacts and concerns; and to do other related work as assigned.

DISTINGUISHING CHARACTERISTICS

This is the entry and trainee level class in the Legal Secretary series. Incumbents initially work under close supervision to learn departmental policies and procedures, proper format and procedures for processing a variety of legal documents. Incumbents of this class typically perform routine legal, reception, office, and records management work that does not require previous specialized experience and are normally expected to gain the knowledge and abilities to promote to the class of Legal Secretary after two years of satisfactory performance at the trainee level.

Incumbent should expect frequent contact with attorneys, other departments, agencies and the public, which requires knowledge of the courts and other county departments. Incumbents are required to exercise sound judgment and discretion, safeguard the confidentiality of information and demonstrate tact and diplomacy. Accurate word processing and knowledge of legal terminology and legal processes are essential to satisfactory employment performance.

REPORTS TO

District Attorney and Deputy District Attorneys

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Serve as Legal Assistant to attorneys, relieving them of a variety of administrative details.
- Assist in the preparation of a wide variety of legal documents including briefs, orders, affidavits, petitions, motions, warrants, complaints, subpoenas and abstracts of judgments.
- Assist with processing legal documents, records and reports within the department, through the courts or with other agencies.
- Obtain a variety of records and reports required for cases, i.e. drug and alcohol analyses, DMV reports, criminal history.
- Assist with preparing files for attorneys, pulling files for cases scheduled for court and ensuring required documents are included.
- Record court events and disposition on the case file and in computerized case tracking system.
- Schedule appointments and meetings for attorneys.
- Answer routine requests for information.
- Screen telephone calls and mail, provides information requested, takes messages, refers inquiry or request to appropriate staff or other agency, and resolves matters which do not require legal advice.
- Operate word processing equipment and computer terminals to input, access and print data.
- Calendar court appearances and maintain case logs of proceedings.
- Receive case referrals from courts and other agencies, passing them on to appropriate attorneys and/or professional staff.
- Set up materials for meetings and conferences.
- Perform other duties as assigned.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic knowledge of office procedures and practices, including preparation of correspondence and reports and filing
- Correct English usage, spelling, grammar and punctuation
- Basic knowledge of standard formats for business correspondence and reports
- Some knowledge of legal terminology forms documents and procedures
- Personal computers and software applications related to office and administrative support work

Ability to:

- Perform a wide variety of legal clerical work requiring accuracy and speed
- Prepare legal documents in accepted formats from brief instructions, handwritten, typed or recorded drafts
- Communicate effectively in both oral and written form

LEGAL SECRETARY TRAINEE - 3

Ability to – continued:

- Understand, interpret, explain and apply laws, regulations, policies and procedures
- Establish and maintain effective working relationships
- Understand and follow oral and written directives
- Make accurate arithmetic computations
- Maintain records and prepare reports
- Adjust to workload changes and meet deadlines under pressure of legal deadlines
- Screen and prioritize correspondence and phone calls
- Exercise sound judgment and discretion, safeguard the confidentiality of information, and demonstrate tact and diplomacy
- Operate word processing equipment and computer terminals to input and access data
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the department and County
- Type legal documents accurately and at a rate sufficient to perform duties satisfactorily
- Operate standard office equipment

Training and Experience:

Qualifications needed for this position:

Two (2) years of experience and/or training in an office setting, paid or unpaid, related to filing, reception, processing mail, typing, data entry, answering telephones, assisting the public or other office support duties.

College coursework in a related field such as administration of justice, or paralegal, is highly desirable.

Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

PLUMAS COUNTY

NEW: 06/2019

LEGAL SECRETARY

DEFINITION

Under general supervision, to perform a variety of specialized secretarial and administrative support duties for one or more attorneys; to compose, prepare and process a wide variety of legal documents; to answer public and staff contacts and concerns; and to do related work as assigned.

DISTINGUISHING CHARACTERISTICS

This is the journey level class in the Legal Secretary series. This class differs from the class of Legal Secretary Trainee by increased responsibility for performing a wide variety of legal secretarial work.

Incumbent should expect frequent contact with attorneys, other departments, agencies and the public, which requires knowledge of the courts and other county departments. Incumbents are required to exercise independent judgment and discretion, safeguard the confidentiality of information and demonstrate tact and diplomacy. Accurate word processing and knowledge of legal terminology and legal processes are essential to the satisfactory performance of work for the legal secretary class series.

REPORTS TO

District Attorney and Deputy District Attorneys

CLASSIFICATIONS DIRECTLY SUPERVISED

None

LEGAL SECRETARY - 2

EXAMPLES OF DUTIES

- Serve as Legal Secretary to attorneys, relieving them of a variety of administrative work.
- Take and transcribes, prepares and proofreads a wide variety of legal notes, correspondence, and documents including briefs, orders, affidavits, petitions, motions, warrants, complaints, subpoenas, abstracts of judgments, etc.
- Process legal documents, records and reports within the department, through the courts or with other agencies.
- Obtain a variety of records and reports required for cases, i.e. drug and alcohol analyses, DMV reports, criminal history.
- Prepare files for attorneys, pulls files for cases scheduled for court and ensures required documents are included.
- Record court events and disposition on the case file and in computerized case tracking system.
- Monitor the progress of documents through the judicial process to ensure their timely and proper processing.
- Schedule appointments and meetings for attorneys.
- Compile data and completes reports required by other government agencies.
- Organize and maintains various administrative, confidential, reference, imaging, and follow-up files; purges files as required.
- Interpret and explains County and department policies, rules, and regulations in response to inquiries; refers inquiries as appropriate.
- Screen telephone calls and mail, provides information requested, takes messages, refers inquiry or request to appropriate staff or other agency, and resolves matters which do not require legal advice.
- Operate word processing equipment and computer terminals to input, access and print data.
- Calendar court appearances and maintain case logs of proceedings.
- Receive case referrals from courts and other agencies, passing them on to appropriate attorneys and/or professional staff.
- Set up materials for meetings and conferences.
- Perform a wide variety of general clerical duties to support departmental operations including typing, copying, filing, entering computer data, faxing, retrieving files, preparing records and monthly reports, maintaining calendars, and ordering and maintaining office supplies and program material.
- Provide backup for other Legal Secretaries in the department.
- Perform other duties as assigned and needed.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Thorough knowledge of office procedures and practices, including preparation of correspondence and reports and filing
- Correct English usage, spelling, grammar and punctuation
- Thorough knowledge of standard formats for business correspondence and reports
- Personal computers and software applications related to office and administrative support work
- Working knowledge of legal terminology forms, documents, court protocol, practices and procedures
- Working knowledge of the forms and formatting for legal documents
- Some knowledge of the organization, services, programs and functions of the legal system

Ability to:

- Work well independently
- Orient and train new employees
- Learn to perform routine legal research
- Perform a wide variety of legal clerical work requiring independent judgment, accuracy and speed; take notes rapidly and accurately transcribe own note
- File materials alphabetically, chronologically, and numerically
- Prepare final legal documents in accepted formats from brief instructions, handwritten, typed or recorded drafts
- Communicate effectively in both oral and written form
- Understand, interpret, explain and apply laws, regulations, policies and procedures
- Learn and understand the organization and operation of the County and of outside agencies as necessary to assume assigned responsibilities
- Establish and maintain effective working relationships
- Understand and follow oral and written directives
- Maintain records and prepare reports
- Adjust to workload changes, react calmly and professionally in emergency, emotional, and/or stressful situations, and meet deadlines under pressure of legal deadlines
- Screen and prioritize correspondence and phone call
- Exercise sound judgment and discretion, safeguard the confidentiality of information, and demonstrate tact and diplomacy
- Operate word processing equipment and computer terminals to input and access data;
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the department and County
- Type legal documents rapidly and accurately at a rate sufficient to perform duties satisfactorily

LEGAL SECRETARY - 4

Ability to – continued:

- Operate standard office equipment.

Training and Experience:

Qualifications needed for this position:

Two years of responsible legal secretarial experience comparable to a Legal Secretary Trainee with Plumas County or two years of experience which demonstrates possession of the knowledge and abilities listed in this job description,

OR

An AA degree in a related field such as Administration of Justice or paralegal. Course work in legal research, records, management, legal technology, business law, legal writing, business communications, word processing and law terminology is highly desirable.

Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

PLUMAS COUNTY

NEW: 06/2019

LEGAL SECRETARY - SENIOR

DEFINITION

Under minimal supervision, to perform a variety of complex secretarial and administrative support duties requiring a considerable knowledge of legal terminology, phraseology and procedures for one or more attorneys; to plan, organize, and carry out legal support functions and/or projects; and to do other related work as required.

DISTINGUISHING CHARACTERISTICS

This is an experienced level classification in the Legal Secretary series. This class differs from the class of Legal Secretary and Legal Secretary Trainee by increased responsibility for performing more complex legal secretarial work.

Incumbent should expect frequent contact with attorneys, other departments, agencies and the public, which requires knowledge of the courts and other county departments. Incumbents are required to exercise independent judgment and discretion, safeguard the confidentiality of information and demonstrate tact and diplomacy. Accurate word processing and knowledge of legal terminology and legal processes are essential to the satisfactory performance of work of positions in these classes.

REPORTS TO

District Attorney and Deputy District Attorneys

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide work direction and guidance to less experienced clerical/secretarial staff

LEGAL SECRETARY SENIOR - 2

EXAMPLES OF DUTIES

- Serves as Legal Secretary to attorneys, providing high-level support using considerable independent judgment.
- Prepares and proofreads a wide variety of legal notes, correspondence, and documents including briefs, orders, affidavits, petitions, motions, warrants, complaints, subpoenas, abstracts of judgments, etc.
- Processes legal documents, records and reports within the department, through the courts or with other agencies.
- Obtains a variety of records and reports required for cases, i.e. drug and alcohol analyses, DMV reports, criminal history.
- Prepares files for attorneys, pulls files for cases scheduled for court and ensures required documents are included.
- Records court events and disposition on the case file and in computerized case tracking system.
- Monitors the progress of documents through the judicial process to ensure their timely and proper processing.
- Schedules appointments and meetings for attorneys.
- Compiles data and completes reports required by other government agencies.
- Composes routine letters or other correspondence.
- Organizes and maintains various administrative, confidential, reference imaging, and follow-up files; purges files as required.
- Interprets and explains County and department policies, rules, and regulations in response to inquiries; refers inquiries as appropriate.
- Screens telephone calls and mail, provides information requested, takes messages, refers inquiry or request to appropriate staff or other agency, and resolves matters which do not require legal advice.
- Operates word processing equipment and computer terminals to input, access and print data.
- Calendars court appearances and maintain case logs of proceedings.
- Receives case referrals from courts and other agencies, passing them on to appropriate attorneys and/or professional staff.
- Sets up materials for meetings and conferences.
- Performs a wide variety of general clerical duties to support departmental operations including typing, copying, filing, entering computer data, faxing, retrieving files, preparing records and monthly reports, maintaining calendars, and ordering and maintaining office supplies and program material.
- Provides backup for other Legal Secretaries in the department.
- Other duties as assigned.

LEGAL SECRETARY SENIOR - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Thorough knowledge of office procedures and practices, including preparation of correspondence and reports and filing
- Correct English usage, spelling, grammar and punctuation
- Thorough knowledge of standard formats for business correspondence and reports
- Personal computers and software applications related to office and administrative support work
- Thorough knowledge of legal terminology forms, documents, court protocol, practices and procedures
- Thorough knowledge of the forms and formatting for legal documents
- Thorough of the organization, services, programs and functions of the legal system
- Pertinent federal, state and county laws and regulations

Ability to:

- Work well independently
- Orient and train new employees
- Perform routine legal research
- Perform a wide variety of legal clerical work requiring independent judgment, personal initiative, accuracy and speed; take notes rapidly and accurately transcribe own notes
- Take dictation at a speed necessary for successful job performance
- File materials alphabetically, chronologically, and numerically
- Prepare final legal documents in accepted formats from brief instructions, handwritten, typed or recorded drafts
- Communicate effectively in both oral and written form
- Understand, interpret, explain and apply laws, regulations, policies and procedures
- Learn and understand the organization and operation of the County and of outside agencies as necessary to assume assigned responsibilities
- Organize own work, coordinate projects, set priorities, meet critical time deadlines, and follow-up on assignments with minimum direction
- Compose correspondence and reports from brief instructions
- Establish and maintain effective working relationships
- Understand and follow oral and written directives
- Make accurate arithmetic computations
- Maintain records and prepare reports
- Adjust to workload changes, react calmly and professionally in emergency, emotional, and/or stressful situations, and meet deadlines under pressure of legal deadlines
- Screen and prioritize correspondence and phone calls
- Maintain high personal standards of ethics and integrity

LEGAL SECRETARY SENIOR - 4

Ability to – continued:

- Exercise sound judgment and discretion, safeguard the confidentiality of information, and demonstrate tact and diplomacy
- Operate word processing equipment and computer terminals to input and access data
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the department and County
- Type legal documents rapidly and accurately at a rate sufficient to perform duties satisfactorily
- Operate standard office equipment.

Training and Experience:

Qualifications needed for this position:

Four years of responsible legal secretarial experience comparable to a Legal Secretary with Plumas County or other experience which demonstrates possession of the knowledge and abilities listed above,

OR

Possession of an AA degree and two years of experience in a legal secretarial experience comparable to a Legal Secretary with Plumas County or other experience which demonstrates possession of the knowledge and abilities listed above.

*Highly desirable course work includes legal research, records, management, legal technology, business law, legal writing, business communications, word processing and law terminology.

Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

Exhibit D

MISC PERS

Step 4 - Gulla

Current Range

	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/25
Current Range Annual					
Retirement	\$ 34,278.00	\$ 36,005.00	\$ 36,005.00	\$ 36,005.00	\$ 36,005.00
FICA / Medicare	\$ 8,398.11	\$ 9,505.32	\$ 10,081.40	\$ 10,189.42	\$ 10,405.45
	\$ 2,622.27	\$ 2,754.38	\$ 2,754.38	\$ 2,754.38	\$ 2,754.38
Total	\$ 45,298.38	\$ 48,264.70	\$ 48,840.78	\$ 48,948.80	\$ 49,164.83
Proposed Annual Increase \$					
Retirement	\$ 43,992.00	\$ 46,197.00	\$ 46,197.00	\$ 46,197.00	\$ 46,197.00
FICA/Medicare	\$ 10,778.04	\$ 12,196.01	\$ 12,935.16	\$ 13,073.75	\$ 13,350.93
	\$ 3,365.39	\$ 3,534.07	\$ 3,534.07	\$ 3,534.07	\$ 3,534.07
Total	\$ 58,135.43	\$ 61,927.08	\$ 62,666.23	\$ 62,804.82	\$ 63,082.00
Five Year Differential					
	\$ (12,837.05)				
		\$ (13,662.38)			
			\$ (13,825.45)		
				\$ (13,856.02)	
					\$ (13,917.18)
Five year increase to Personnel Budget	\$ (68,098.08)				
Total as a % of payroll					
ULA Payment	\$ 24.5	\$ 26.4	\$ 28%	\$ 28.30%	\$ 28.90%
normal cost %	\$ 2,992,630.00	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00
	9.12%	9.70%	9.70%	9.70%	9.70%

MISC PERS

Step 5 - Green

Current Range

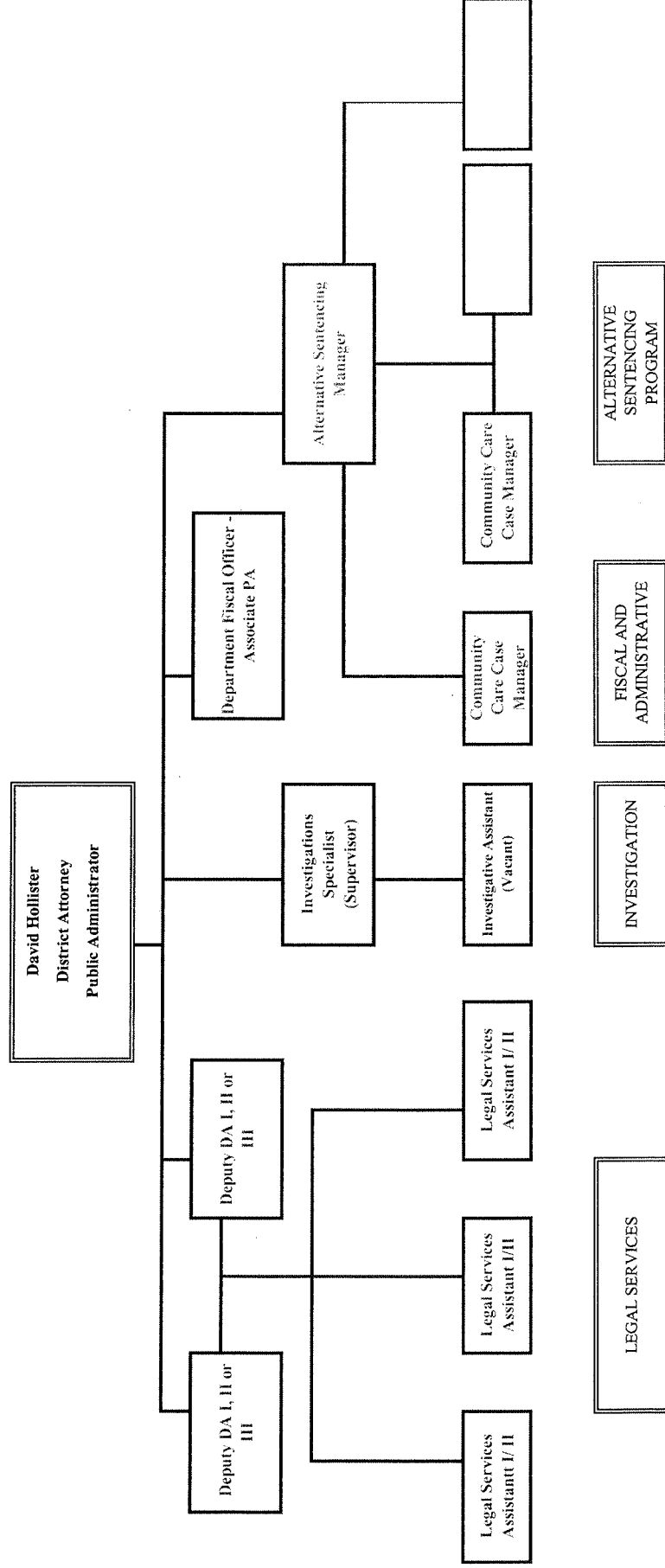
	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/25
Current Range Annual					
Retirement	\$ 36,005.00	\$ 36,005.00	\$ 36,005.00	\$ 36,005.00	\$ 36,005.00
FICA / Medicare	\$ 8,821.23	\$ 9,505.32	\$ 10,081.40	\$ 10,189.42	\$ 10,405.45
Total	\$ 2,754.38	\$ 2,754.38	\$ 2,754.38	\$ 2,754.38	\$ 2,754.38
	\$ 47,580.61	\$ 48,264.70	\$ 48,840.78	\$ 48,948.80	\$ 49,164.83
Proposed Annual Increase \$					
Retirement	\$ 46,197.00	\$ 46,197.00	\$ 46,197.00	\$ 46,197.00	\$ 46,197.00
FICA/Medicare	\$ 11,318.27	\$ 12,196.01	\$ 12,935.16	\$ 13,073.75	\$ 13,350.93
Total	\$ 3,534.07	\$ 3,534.07	\$ 3,534.07	\$ 3,534.07	\$ 3,534.07
	\$ 61,049.34	\$ 61,927.08	\$ 62,666.23	\$ 62,804.82	\$ 63,082.00
Five Year Differential					
	\$ (13,468.73)	\$ (13,662.38)	\$ (13,825.45)	\$ (13,856.02)	\$ (13,917.18)
Five year increase to Personnel Budget	\$ (68,729.75)				
Total as a % of payroll	24.5	26.4	28%	28.30%	28.90%
ULA Payment	\$ 2,992,630.00	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00
normal cost %	9.12%	9.70%	9.70%	9.70%	9.70%

MISC PERS

Step 6 - Wingfield

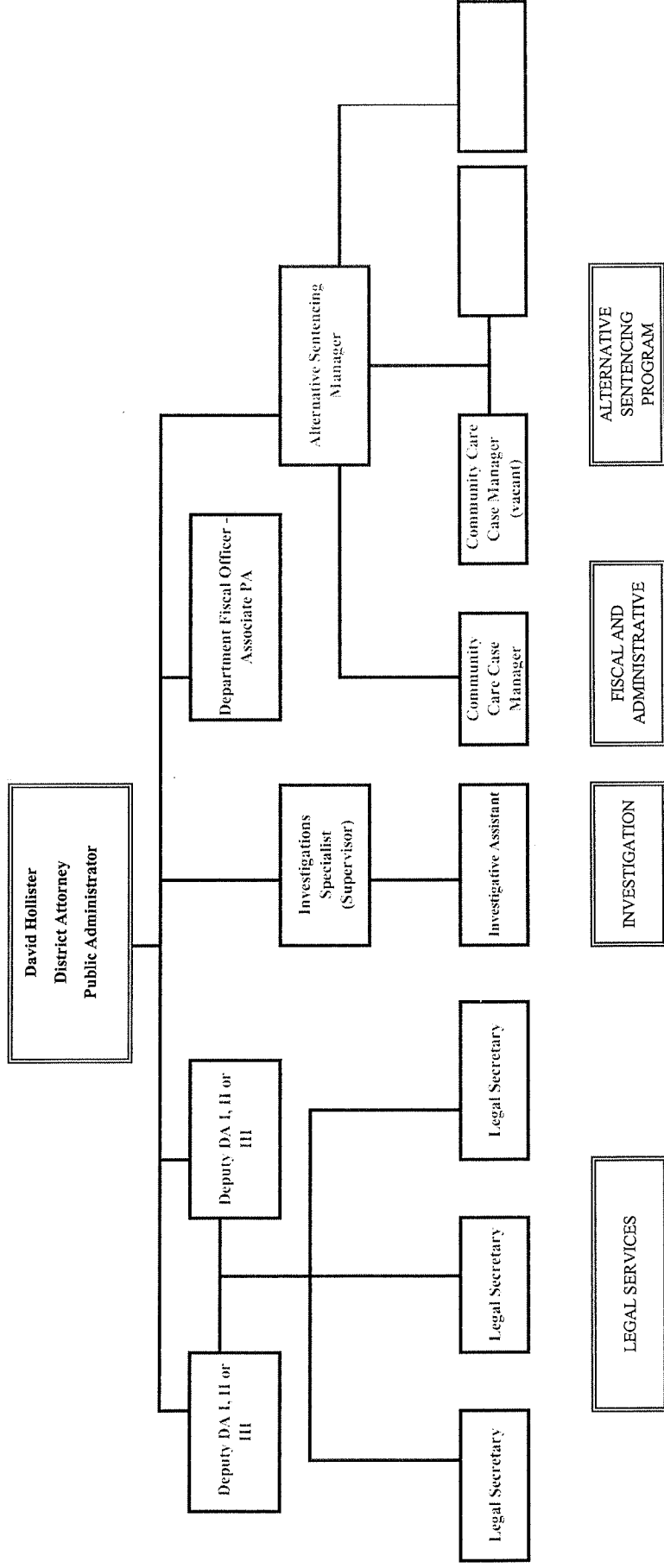
Current Range	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/25
Current Range Annual					
Retirement	\$ 37,814.00	\$ 37,814.00	\$ 37,814.00	\$ 39,707.00	\$ 39,707.00
FICA / Medicare	\$ 9,264.43	\$ 9,982.90	\$ 10,587.92	\$ 11,237.08	\$ 11,475.32
	\$ 2,892.77	\$ 2,892.77	\$ 2,892.77	\$ 3,037.59	\$ 3,037.59
Total	\$ 49,971.20	\$ 50,689.67	\$ 51,294.69	\$ 53,981.67	\$ 54,219.91
Proposed Annual Increase \$					
Retirement	\$ 48,526.00	\$ 48,526.00	\$ 48,526.00	\$ 50,960.00	\$ 50,960.00
FICA/Medicare	\$ 11,888.87	\$ 12,810.86	\$ 13,587.28	\$ 14,421.68	\$ 14,727.44
	\$ 3,712.24	\$ 3,712.24	\$ 3,712.24	\$ 3,712.24	\$ 3,898.44
Total	\$ 64,127.11	\$ 65,049.10	\$ 65,825.52	\$ 69,093.92	\$ 69,585.88
Five Year Differential					
	\$ (14,155.91)				
		\$ (14,359.44)			
			\$ (14,530.83)		
				\$ (15,112.25)	\$ (15,365.97)
Five year increase to Personnel Budget	\$ (73,524.40)				
Total as a % of payroll					
ULA Payment	\$ 2,992,630.00	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00
normal cost %	24.5	26.4	28%	28.30%	28.90%
	9.12%	9.70%	9.70%	9.70%	9.70%

**Plumas County District Attorney's Office
Organizational Chart
2018-19**



**Plumas County District Attorney's Office
Organizational Chart**

2019-2020



Proposed new Org Chart 11/30/2018

3A2

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: September 20, 2019

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
OCTOBER 1, 2019.

**RE: ADOPT RESOLUTION TO AMEND THE PLUMAS COUNTY JOB
CLASSIFICATION PLAN FOR LIBRARIAN, RANGE 2050,
DEPARTMENT # 20670**

IT IS RECOMMENDED THAT THE BOARD

Approve Resolution to amend Plumas County's classification plan revising the Librarian job description, range of 2050.

Authorize the County Librarian to recruit and fill allocated 1.0 FTE Librarian, range – 2050.

BACKGROUND AND DISCUSSION

The revised job description incorporating the duties for both the Librarian and the Literacy Coordinator has met the meet and confer obligation with Operating Engineers Local #3 after it has been in review since October 19, 2018. The Librarian position has been vacant for several months. By combining the two positions into one job description will provide a full time employee and will enhance the efficiency of operating the library system. This would be a Mid-Management OE3 position.

During the Fiscal Year 2018/2019 Budget meetings, Lindsay Fuchs, Plumas County Librarian, incorporated the anticipated personnel changes and expenses in her final FY 2018/2019 budget and again in FY 2019/2020 budget. Therefore, this year's budget again includes these anticipated job classification and wage updates with the anticipation of BOS approval.

The Librarian position is getting an expanded definition to cover duties previously under the Literacy Coordinator position; these new duties included the ability to plan, organize, and direct the Plumas County Literacy Program; to oversee grant applications and administer, analyze and report on grants; and to do related work as required. Revised job description is attached in Exhibit A along with the current job descriptions for the Librarian and the Library Literacy Program Coordinator.

Once approved by the Board of Supervisors, this position will be a 1.0 FTE allocated position. Other duties originally listed for the Librarian classification were streamlined and continue to cover a variety of professional library functions. We are proposing a new wage range of \$20.50 (range 2050) as the base hourly rate of pay. A wage survey using comparable counties indicates an average wage of \$19.88 as the base wage. Three of the ten counties contract library services or the library system is operated by a special district. Exhibit B

The department's organization chart has been updated to reflect the changes as attached in Exhibit B.

Thank you for your consideration in reviewing this request.

Attached Exhibits:

Exhibit A:

- Updated job description for Librarian – range 2050
- Current job description for Librarian – range 1647
- Current job description for Library Literacy Program Coordinator – range 1494

Exhibit B:

- Wage Survey

Exhibit C:

- Library Org Chart

RESOLUTION NO. 2019-_____

**RESOLUTION TO AMEND FISCAL YEAR 2019-2020 POSITION ALLOCATION
FOR PLUMAS COUNTY LIBRARY 20670**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2019/2020 Position Allocation covering all positions in the County service; and

WHEREAS, this updated job classification is necessary in the daily operational needs of the Library Department #20670; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2019-2020 Position Allocation and Job Classification Plan for Department #20670; and

WHEREAS, this updated job classification has met the meet and confer obligation with Operating Engineers Local #3; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Approve the amendment to the Fiscal Year 2019/2020 Position Allocation for the following positions:

<u>Current Library</u>	<u>#20670</u>	<u>FTE</u>
Librarian		0.50
<u>Current Literacy</u>	<u>#20675</u>	
Lib./Literacy Program Coordinator		0.50
 <u>Proposed Library</u>	 <u>#20670</u>	 <u>FTE</u>
Librarian		0.50
<u>Proposed Literacy</u>	<u>#20675</u>	
Librarian		0.50

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 1st day of October 2019 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

PLUMAS COUNTY

REVISED: 10/2018

LIBRARIAN

DEFINITION

Under direction, to perform a variety of professional library services and programs for adults and children; to be responsible for reference systems and responding to patron reference requests; to catalog and classify materials; to supervise the operations and activities of County library branches and contract stations; to provide some work direction and training for other library staff; to perform collection development, acquisition, collection maintenance and preservation, and cataloging; to plan, organize, and direct the Plumas County Literacy Program; to oversee grant applications and administer, analyze and report on grants; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a fully experienced, professional Librarian class. Positions have responsibility for assigned areas of library services such as reference, technical, or children's services. They are generally responsible for the development, implementation, and coordination of the Plumas County Literacy Program. In addition, they provide some training and lead supervision for support staff, including but not limited to, Branch Library Assistants and contract stations, Literacy Program Assistants, and volunteers. When delegated, act as County Librarian.

REPORTS TO

County Librarian

CLASSIFICATIONS DIRECTLY SUPERVISED

Library support staff, including, but not limited to, Branch Library Assistants and contract stations, Literacy Program Assistants, and volunteers

LIBRARIAN - 2

EXAMPLES OF DUTIES

- Utilize a variety of resources, including automated systems, to research and obtain information and resources for patron requests and reference needs.
- Maintains, updates, recommends, and selects material for the library collection, as well as overseeing grants and programs related to collection development.
- Work with representatives of other library and literacy systems in the development and utilization of resources and ideas.
- Coordinate delivery of supplies and collections.
- Plan, organize, publicize, and implement library programs
- Create special reading programs, including story times for young children.
- Organize and conducts educational and recreational activities.
- Prepare and distributes publicity information and markets programs and services to the public, patrons, and other agencies.
- Organize and carries out a calendar of library events and/or updates the website and social media sites
- Provide training in library procedures and uses for visiting classes
- Perform reference and readers' advisory services
- Coordinate children's services with local educational agencies and/or other library systems
- Provide work direction and training for support staff
- Compile statistical information.
- Work with and maintains a variety of computer databases.
- Provide training and assistance for Library and Literacy users.
- Attend workshops for the development and updating of library knowledge and skills.
- Represent the County Library and Literacy Program and develops cooperative relations in contacts with citizens, community groups, and other government agencies.
- May assist with the selection and training of staff
- Establish and implement the Plumas County Literacy Program.
- Develop a county wide coalition of community leaders to promote the programs.
- Provide supervision and training for tutors.
- Oversee and direct the Library Literacy Program Assistant in the implementation of program services and functions.
- Select and maintain a collection of literacy reading and training material.
- Order and catalog literacy items; conducts an active public relations program to recruit participants and explain the program.
- Conduct intake assessments of students.
- Organize fund raising and awards events.
- Apply, implement, analyze, track and provide required grant reports.
- Collect and analyze information and data.
- Develop budgets or assists with budget preparation.
- Administer and controls expenditures and helps oversee revenues.

LIBRARIAN - 3

EXAMPLES OF DUTIES – continued:

- Develop and maintain data for program evaluation and quality review.
- Prepare requisite program reports.
- Coordinate programs, services, and functions between Library and Literacy staff.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in a library and office environment; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Professional library principles, practices, and methods.
- Library cataloging and classification systems.
- County Library policies, rules, and regulations.
- Development of library programs and media collections for patrons.
- Library reference materials, sources, and techniques.
- Computer applications for library services.
- Reader interest levels in books and authors.
- Principles of program development, work direction, and training.
- Planning and implementation of a literacy program.
- Functions, services, policies, and procedures of a public library and literacy systems.
- Public and community relation's methods and principles.
- Selection, evaluation, and acquisition of learning material for a public library.
- Grant development, research, administration, and analyzation.
- Collect and Analyze information and data.
- Principles of supervision, training, and program administration.

Ability to:

- Organize and maintain responsibility for assigned areas of County Library functions, such as reference, technical, or children's services.
- Provide work direction and training for others.

LIBRARIAN - 4

Ability to - continued:

- Catalog and classify library material.
- Provide patron assistance, including but not limited to reference requests, reader advisory, and technical support.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare clear, concise and accurate records and reports.
- Prepare promotional and informational materials.
- Effectively represent the County Library and Literacy Program in answering questions, responding to inquiries, providing assistance, and dealing with requests from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.
- Develop and implement a countywide literacy program in conjunction with the public library system.
- Provide supervision, training, and evaluation for assigned staff.
- Research, submit applications, implement, and provide grant reports.
- Collect and analyze information and data.
- Prepare clear and concise reports.
- Make effective public presentations.
- Utilize a computer in program development and administration.
- Effectively represent the Plumas County Library System and Literacy Program in contacts with the public, community organizations, other County staff, other library and literacy programs, and other government agencies.
- Establish and maintain cooperative working relationships.

Training and Experience:

Qualifications needed for this position:

Possession of Masters of Library Science (MLS) degree from an American Library Association accredited library school, AND two (2) years of experience in one or more of the following areas: administrative experience; grant management including fiscal experience; or experience performing a variety of professional library work.

Special Requirement:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

LIBRARIAN

DEFINITION

Under direction, to perform a variety of professional library services and programs for adults and children; to be responsible for reference systems and responding to patron reference requests; to catalog and classify materials; to supervise the operations and activities of County library branches and contract stations; to provide some work direction and training for other library staff; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a fully experienced, professional Librarian class. Positions have responsibility for assigned areas of library services such as reference, technical, or children's services. In addition, they provide some training and lead supervision for library support staff, including Branch Library Assistants.

REPORTS TO

County Librarian.

CLASSIFICATIONS DIRECTLY SUPERVISED

Provides for work direction and training for Library support staff, including Branch Library Assistants and contract stations.

EXAMPLES OF DUTIES

- Has responsibility for the provision of Library reference services and responding to patron requests.
- Oversees acquisition, cataloging, and classification of materials.
- Provides direction and performs interlibrary loans.
- Maintains updates general and/or children's collections.
- Utilizes a variety of resources, including automated systems, to research and obtain information and resources for patron requests.
- Works with patrons to determine specific reference needs.
- Suggests appropriate reading materials for patrons.
- Maintains, updates, and selects material for the library reference collection.
- May have book selection responsibilities for the general collection, as delegated.
- Works with representatives of other library systems in the development and utilization of reference resources.
- Coordinates delivery of supplies and collections.
- Plans, organizes, publicizes, and implements library programs for children.
- Creates special reading programs, including story times for young children.
- Organizes and conducts educational and recreational activities.
- Prepares and distributes publicity information.
- Organizes and carries out a calendar of library events.
- Provides training in library procedures and uses for visiting classes.
- Performs reference and readers' advisory services for young people.
- Develops recommendations for purchase of new books, periodicals, and media for the general and children's collection.
- Coordinates children's services with local educational agencies.
- Provides work direction and training for Library support staff.
- Compiles statistical information.
- Reviews the proper cataloging and shelving of material.
- Works with and maintains a variety of computer databases.
- Provides training and assistance for Library users.
- Attends workshops for the development and updating of library knowledge and skills.
- Represents the County Library in contacts with citizens, community groups, and other government agencies.
- Assists with the selection and training of staff.
- May serve as County Librarian as delegated.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in a library and office environment; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Professional library principles, practices, and methods.
- Library cataloging and classification systems.
- County Library policies, rules, and regulations.
- Development of library programs and media collections for patrons.
- Library reference materials, sources, and techniques.
- Computer applications for library services.
- Reader interest levels in books and authors.
- Public and community relations.
- Principles of program development, work direction, and training.

Ability to:

- Organize and maintain responsibility for assigned areas of County Library functions, such as reference, technical, or children's services.
- Provide work direction and training for others.
- Catalog and classify library material.
- Assist with difficult reference problems.
- Provide patron assistance.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Prepare promotional and informational materials.
- Use a personal computer and appropriate software in professional library work.
- Effectively represent the County Library in answering questions, responding to inquiries, providing assistance, and dealing with requests from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

At least two (2) years of increasingly responsible experience performing a variety of professional library work.

Possession of Masters of Library Science (MLS) degree from an American Library Association accredited library school.

Special Requirement: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

LIBRARY LITERACY PROGRAM COORDINATOR

DEFINITION

Under direction, to plan, organize, and direct the Plumas County Literacy Program; to develop and administer grants; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single-position classification with general responsibility for the development, implementation, and coordination of the Plumas County Literacy Program.

REPORTS TO

County Librarian.

CLASSIFICATIONS DIRECTLY SUPERVISED

Literacy Program Assistant, volunteers.

LIBRARY LITERACY PROGRAM COORDINATOR – 2

EXAMPLES OF DUTIES

- Establishes and implements the Plumas County Literacy Program.
- Develops a county wide coalition of community leaders to promote the program.
- Supervisors and trains tutors.
- Oversees and directs the Library Literacy Program assistant in the implementation of program services and functions.
- Selects and maintains an adult collection of literacy reading and training material.
- Orders and catalogs literacy items; conducts an active public relations program to recruit participants and explain the program.
- Conducts intake assessments of students.
- Organizes fund raising and awards events.
- Prepares grant applications and administers grants.
- Develops budgets or assists with budget preparation.
- Administers and controls expenditures.
- Develops and maintains data for program evaluation and quality review.
- Prepares requisite program reports.
- Develops cooperative relations with community groups, other literacy programs, and other agencies.
- Coordinates literacy program services and functions with other Plumas County Library staff.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office and library environments; continuous contact with staff and the public.

LIBRARY LITERACY PROGRAM COORDINATOR – 3

KNOWLEDGE OF

- Planning and implementation of a literacy program.
- Functions, services, policies, and procedures of a public library system.
- Public and community relation's methods and principles.
- Selection, evaluation, and acquisition of adult learning material for a public library.
- Grant development and administration.
- Data collection and analysis.
- Principles of supervision, training, and program administration.

ABILITY TO

- Develop and implement a countywide literacy program in conjunction with the public library system.
- Provide supervision, training, and evaluation for assigned staff.
- Develop and administer a grant.
- Collect and analyze information and data.
- Prepare clear and concise reports.
- Make effective public presentations.
- Utilize a computer in program development and administration.
- Effectively represent the Plumas County Library System and Literacy Program in contacts with the public, community organizations, other County staff, other literacy programs, and other government agencies.
- Establish and maintain cooperative working relationships.

TRAINING AND EXPERIENCE

Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying.

Two (2) years of office administration experience or grant management including fiscal experience.

Desirable qualifications: Two years college courses in public administration, non-profit management, or a related field or AA degree. Educational training may be substituted for one (1) year of required experience. The equivalent to a Teacher's certificate is highly desirable.

SPECIAL REQUIREMENTS

Must possess a valid driver's license at time of application, and a valid California License by the time of appointment. The valid California License must be maintained throughout employment.

10 County Comparable Salary Survey
New Librarian Job Description

Librarian Wage Survey:

Amador	\$ 17.61
Calaveras	\$ 21.02
Colusa	\$ 17.62
Del Norte	Special District
Glenn	Contracted
Inyo	\$ 20.03
Lassen	Special District
San Benito	\$ 22.71
Tehama	\$ 19.37
Tuolumne	\$ 20.77
	\$ 139.13
Average	\$ 19.88
Plumas	\$ 16.47
Proposed	\$ 20.50

Job description last revised:

Librarian 11/1995

Library Literacy Program Coordinator 11/2005

Training and Experience:

Qualifications needed for this position:

Masters of Library Science (MLS) and two years of either administrative, grant management, or professional library work.

Library and Literacy Organizational Chart

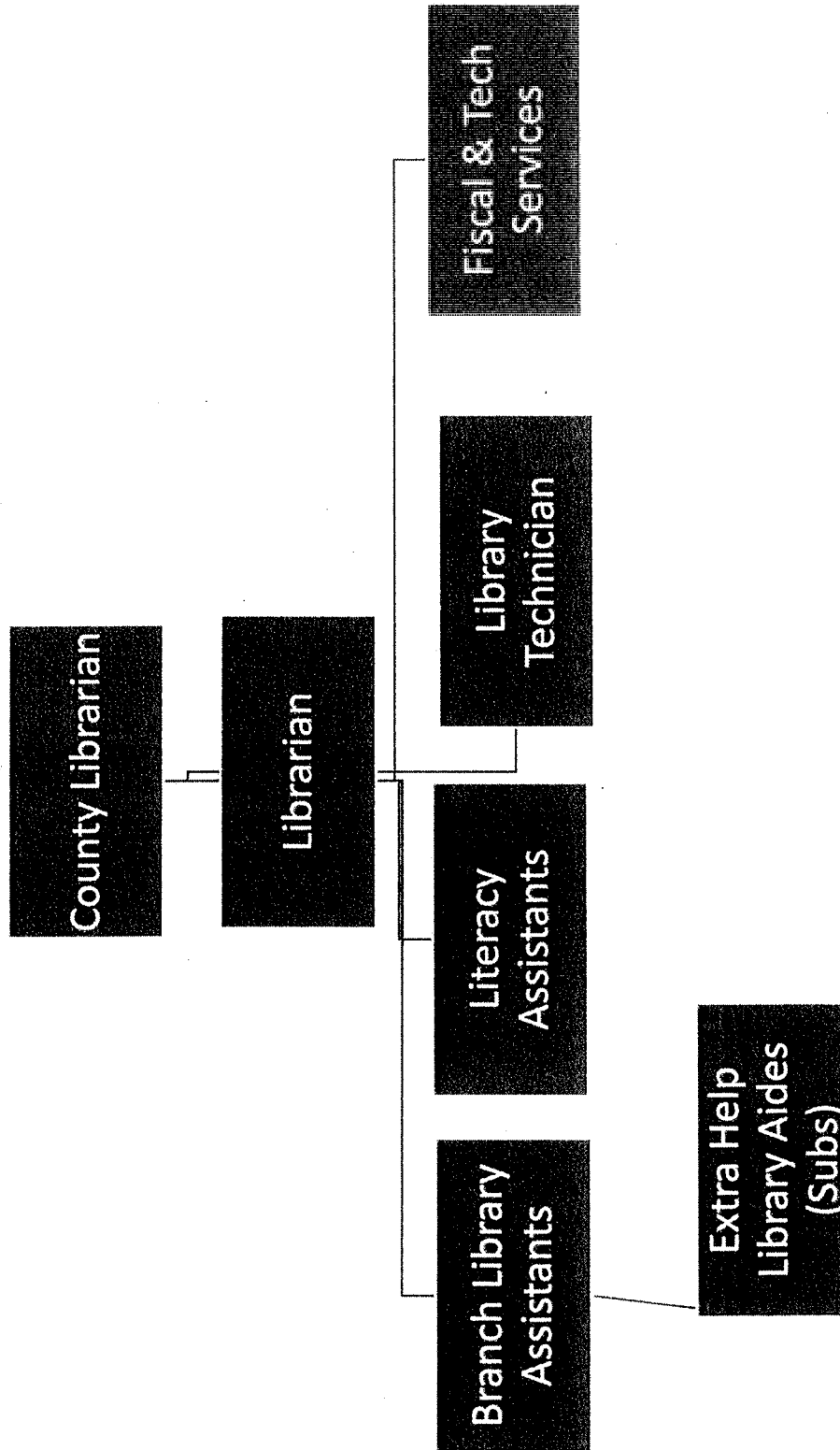


Exhibit C

313

**COUNTY SERVICE AREA #12
PLUMAS COUNTY**

1834 EAST MAIN STREET, QUINCY, CA 95971- (530) 283-6268 -FAX (530) 283-6323

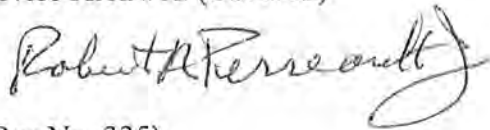
AGENDA REQUEST

For the October 1, 2019 Meeting of the Governing Board of County Service Area #12

Date: September 23, 2019

To: Honorable Governing Board of County Service Area #12 (CSA#12)

From: Robert A. Perreault, Manager, CSA #12



Subject: Approval of Sale of Surplus Transit Bus (Bus No. 335)

Background:

Plumas County CSA #12 is in possession of one (1) transit bus (Bus No. 335, 2008 Chevy Cutaway Bus, Vin # 1GBG5V1978F404081) that has been retired from service due to the age, mileage and emission standard for public transportation standards.

Staff is proposing that bus No. 335 be auctioned during the next auction of Public Works, which is tentatively scheduled for the end of November.

This proposal was discussed at the September 16, 2019 meeting of the Plumas County Transportation Commission (PCTC). On September 16, 2019, the PCTC concurred that Bus No. 335 is appropriate to be designated for auction and to recommend to the Board of Supervisors that the vehicle be so auctioned.

Recommendations:

The Manager of CSA #12 respectfully recommends that the Governing Board of CSA #12 approve the requested sale of the Transit bus and authorize the Department of Public Works to include the bus in the next Public Works Auction.



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director T.F.

MEETING DATE: October 1, 2019

SUBJECT: **PUBLIC HEARING ITEM: 2019-2024 Public Review Draft General Plan Housing Element Update and CEQA Addendum**

RECOMMENDATIONS:

1. Hold a public hearing.
2. Direct staff to come back to the Board with a resolution to accept the CEQA Addendum to the 2009-2014 Housing Element Initial Study/Negative Declaration Number 646 and adopt the 2019-2024 General Plan Housing Element.

BACKGROUND AND DISCUSSION:

The Housing Element is a state-mandated element of the Plumas County General Plan. It provides the framework to address the existing and projected housing needs of all economic segments of the unincorporated area of Plumas County.

California Government Code Sections 65580 through 65589 mandate the contents of the housing element, and by law, the housing element must contain:

- An assessment of housing needs and an inventory of resources and constraints relevant to meeting those needs.
- A statement of the community's goals, quantified objectives, and policies relevant to the maintenance, preservation, improvement, and development of housing.
- A set of programs that describe the beneficial actions to be undertaken during the planning period, each with a timeline that may be ongoing, to implement the policies and achieve the goals and objectives of the housing element.

The housing element must also:

- Be consistent with other general plan elements
- Provide clear policy and direction for making decisions pertaining to zoning, subdivision approval, housing allocations, and capital improvements
- Identify adequate residential sites available for a variety of housing types for all income levels

- Assist in developing adequate housing to meet the needs of extremely low, very low-, low- and moderate-income households
- Address governmental constraints to housing maintenance, improvement, and development
- Conserve and improve the condition of the existing affordable housing stock
- Promote housing opportunities for all persons
- Preserve assisted housing developments for lower income households

REGIONAL HOUSING NEEDS ALLOCATION:

Under state law, the Housing Element must analyze the needs and issues of housing availability and affordability, among others, and address the County's Regional Housing Needs Allocation (RHNA) based on future growth projections for the area.

The California Department of Housing and Community Development (HCD) acts as the County Council of Governments and allocated the Plumas County RHNA in August 2018, by income category, for the planning period beginning December 31, 2018 and ending August 31, 2024, as shown in the table below.

Table 1: Plumas County (unincorporated) 2018–2024 Regional Housing Needs Allocation

Income Category	2018–2024 RHNA
Extremely Low (below 30 percent of Area Median Income)	2
Very Low (31-50 percent of Area Median Income)	3
Low (51-80 percent of Area Median Income)	3
Moderate (81-120 percent of Area Median Income)	2
Above Moderate (above 120 percent of Area Median Income)	6
Total	16

Source: HCD, Final Regional Housing Need Determination, Letter to Plumas County Planning Department dated August 31, 2018

HOUSING ELEMENT PROGRAMS (REVIEW OF THE PREVIOUS):

California Government Code Section 65588 requires Plumas County to review its Housing Element to evaluate all of the following:

1. The appropriateness of the housing goals, objectives, and policies in contributing to the attainment of the state housing goal.
2. The effectiveness of the housing element in attainment of the community's housing goals and objectives.
3. The progress of the County in implementation of the housing element.

The table starting on page 15 of the September 2019 Public Review Draft Housing Element provides the implementation progress and describes the effectiveness and status of the County's previous 2009-2014 housing programs. As a part of this review and evaluation, some of the 2009-2014 programs have been completely reworked to be more straightforward and streamlined when incorporating into the 2019-2024 Housing Element, and as such, many of the County's recommendations for past programs are to modify and include as a revised program within the 2019-2024 Element, as shown in the summary table below.

Table 2: Summary Evaluation of Previously Adopted Housing Element Programs

2009-2014 Housing Element Programs	2009-2014 Program Recommendation
1. Rehabilitation	Modify as Program 14
2. New Construction	Modify and include in Program 3 and Program 12
3. Rent Assistance	Modify and include as Program 23
4. Housing Discrimination	Modify as Program 16
5. Counseling	Included in Programs 16, 18, and 23
6. First Time Homebuyer Program	Modify as Program 12
7. Infrastructure	Modify and include as Program 24
8. Economic Development Funds	Modify and include as Program 25
9. Economic Development Strategy	Delete – covered in Economics Element of County's 2035 General Plan
10. Governmental Regulations	Modify as Program 1 and Program 4
11. Dwelling	Delete – accessory Dwelling Units are addressed under Program 10
12. Camping, no time limit	Modify and continue as Program 6
13. No Net Loss of Densities	Modify and continue as Program 11
14. Yards: Fire Safe and Building Code	Delete – program completed
15. Infrastructure	Modify and continue as part of Program 1
16. Reasonable Accommodation	Modify and continue as Program 8
17. Identification of sites where low and moderate	Modify and continue as Program 1
18. Inclusionary Zoning	Modify and continue as Program 2
19. Housing Trust Fund	Modify and continue as Program 3

Source: Plumas County, 2019.

2019-2024 DRAFT HOUSING ELEMENT GOAL AND POLICIES:

Goal HE 1. Provide the opportunity for decent housing and a suitable living environment for every Plumas County resident. Accommodate the housing needs of all economic segments of the County. Provide housing opportunities which are consistent with economic, environmental, and social factors set forth in the General Plan. Maintain the opportunity for individual choices in housing.

Policy HE 1. Maintain a continuing program, in co-operation with State and Federal agencies, to rehabilitate and replace substandard housing units.

Policy HE 2. Maintain a continuing program to provide subsidized housing, as funds are available from State and Federal agencies.

Policy HE 3. Maintain a continuing program to assist first-time homebuyers.

Policy HE 4. Maintain minimum governmental regulations as necessary for public health and safety and a surplus of lands available for development so as to preclude artificially inflated costs.

Policy HE 5. Provide provisions for alternative types of housing in rural designated areas of Plumas County.

Policy HE 6. Maintain maximum flexibility in construction alternatives to allow individual choice in design alternatives.

2019-2024 DRAFT HOUSING ELEMENT PROGRAMS:

- | | |
|---|---|
| 1. Monitor Vacant and Underutilized Sites Inventory | 13. Preserve Assisted Units |
| 2. Inclusionary Housing Program | 14. Rehabilitation Program |
| 3. Affordable Housing Trust Fund | 15. Code Enforcement |
| 4. Development Review and Processing Procedures | 16. Fair Housing |
| 5. Building, Planning, and Zoning Codes | 17. Title 24 Energy Efficiency Standards |
| 6. Camping Time Limit | 18. Energy Efficiency Programs |
| 7. Provide Assistance for Persons with Developmental Disabilities | 19. Housing Condition Survey |
| 8. Reasonable Accommodation and Housing for Persons with Disabilities | 20. Employee Housing |
| 9. Transitional and Supportive Housing and Navigation Centers | 21. Housing for Extremely Low-Income Households |
| 10. Accessory Dwelling Units | 22. Emergency Shelter Development |
| 11. Density Bonus Program | 23. Housing Choice Voucher Program |
| 12. First-Time Homebuyer Program | 24. Water and Sewer Infrastructure |
| | 25. Community Development Block Grant Funding |
| | 26. Mobile Home Parks |

QUANTIFIED OBJECTIVES:

State law (California Government Code Section 65583(b)) requires the housing element contain quantified objectives for the maintenance, preservation, improvement, and development of housing. Based on the policies and program actions in the Plumas County Housing Element, and given the availability of resources to address the County's identified housing needs and the expectation regarding future development, the following quantified objectives represent a reasonable expectation of the maximum number of housing units that can or are anticipated to be developed (i.e., new construction), rehabilitated, or conserved/preserved in the unincorporated area of Plumas County during the five-year planning period.

Table 3: Quantified Objectives, 2019-2024

	Income Category					
	Extremely Low	Very Low	Low	Moderate	Above Moderate	Total
New Construction (1)	2	3	3	2	6	16
Rehabilitation (2)	-	7	7	-	-	14
Conservation/ Preservation (3)	24	48	48	-	-	120
Total	26	58	58	2	6	150

Source: Plumas County, July 2019.

(1) New construction objectives are based on the 16 unit 2018-2024 Regional Housing Needs Allocation.

(2) There is not currently a funded rehabilitation program in place within the unincorporated County area; however, Program 14 directs PCCDC, in cooperation with the County, to pursue grant opportunities during the planning period to create a Housing Rehabilitation Program to provide down payment assistance and rehabilitation services to very low- and low-income households.

(3) Conservation/preservation assumptions are based on the historical annual average number of clients (i.e., 24) served by PCCDC through their weatherization programs. County staff has indicated that there are zero affordable units at risk of converting to market-rate housing based upon available information as of July 2019.

PLANNING COMMISSION PUBLIC HEARING AND COMMENTS:

A properly noticed public hearing on the 2019-2024 Draft Housing Element and proposed CEQA Addendum was conducted by the Plumas County Planning Commission on August 29, 2019. The Planning Commission voted 3-0 (2 absent) in favor of forwarding the Draft Element and CEQA Addendum to the Board of Supervisors with a recommendation for adoption (Resolution Number P.C. 2019-7).

Public comment received at the August 29, 2019 Planning Commission public hearing was made by a Trustee of the Board of Feather River College, a community college in Quincy, regarding the lack of student housing to accommodate existing and future students. Commissioners had one comment concerning an edit within the Residential Energy Conservation section to clarify that PG&E provides only electricity to the County, not natural gas, as there are no natural gas service lines in Plumas County.

STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT REVIEW AND COMMENTS:

The following 24 comments, organized by the applicable sections within the Draft Housing Element, were provided by the State Department of Housing and Community Development (HCD) during a conference call on August 7, 2019 regarding the July 2019 Public Review Draft Housing Element and during a second conference call on September 9, 2019 regarding the August 2019 Public Review Draft Housing Element. The September 2019 version of the Housing Element reflects the responses to HCD's comments.

On September 16, 2019 HCD sent Plumas County a letter regarding the review of the County's 2019-2024 Housing Element, which concluded that the Draft Element, with revisions sent to the state on August 26, 2019 and September 12, 2019, meets the statutory requirements of state Housing Element law (Article 10.6 of the Government Code), and further, that the Housing Element will comply with state law in accordance with Gov. Code section 65585 when it is adopted by the Board of Supervisors and submitted to HCD.

SUMMARY OF HCD COMMENTS AND HOUSING ELEMENT PAGE REFERENCES FOR STAFF RESPONSES:

Public Participation

1. Public participation – see pages 3-4

Housing Goal, Policies, and Programs

2. Program 3: Affordable Housing Trust fund – see page 5
3. Program 7: add outreach component to developers – see page 7
4. Program 8: add statement to address the definition of family – see page 8, see also changes on page 48 under bullet 'definition of family' discussion
5. Program 9: add navigation centers – see page 8 and Table 24 on page 46
6. Program 12: add resources – see page 9
7. Program 14: add resources – see page 9

8. Program 15: Code Enforcement is complaint based – see page 10
9. Program 16: Fair Housing, add resource information and more locations and methods for distributing fair housing information – see page 10
10. New Program 21: assist in development of housing for lower income households – see page 11
11. New Program 22: Emergency shelters, clarify how permitted and rough capacity description – see page 12, Table 24 on page 46, and discussion on pages 47-48
12. New Program 26: mobile home parks – see page 13, see also information added to page 26
13. Programs: add objectives where applicable – see page 14, quantified objectives table notes
14. Quantified objectives: consider adding conservation objectives – see page 14

Community Profile

15. Overcrowding by tenure (owner vs. renter occupied) – see page 22
16. Overpayment table – see pages 24-25
17. Replacement/dilapidated units – see pages 26-27
18. Elderly tenure (owner vs. renter occupied) – see page 29
19. Farmworkers (USDA data) – see page 33 and Table 24 on page 46

Housing Resources and Opportunities

20. Water and Sewer Capacity within Community Service Districts – provide information on sewer and water capacity and add language clarifying that total capacity (existing or planned) can accommodate the RHNA, including for lower income households – see page 38

Constraints on the Development of Housing

21. Lot coverages, height limit, and parking – see pages 44-45
22. Definition of family – see page 48
23. Codes: local amendments and development fees – see page 53

Appendix A: Vacant Sites Inventory

24. Sites inventory, clarify vacant and no small sites – see pages 33, A-7, A-8

CEQA COMPLIANCE AND DETERMINATION:

The 2019-2024 Housing Element CEQA Addendum to the 2009-2014 Housing Element Initial Study/Negative Declaration (Plumas County Negative Declaration 646) was prepared pursuant to Title 14, Sections 15162 and 15164 of the California Code of Regulations.

Under CEQA Guideline Section 15164, an addendum to a Negative Declaration may be prepared if only minor technical changes are required or if none of the conditions identified in CEQA Guideline Section 15162 are present. In the absence of substantial evidence to support a fair argument that the project changes may result in significant environmental impacts not previously studied, an addendum to the Negative Declaration is appropriate.

The County of Plumas has reviewed the proposed changes to the 2019-2024 proposed Housing Element project, and on the basis of the whole record before it, the County has determined that there is substantial evidence to support the determination that the 2009-2014 Housing Element Initial Study/Negative Declaration remains relevant in considering the environmental impacts of the proposed project changes.

Further, there is no substantial evidence to suggest that the environmental impacts of the proposed project, as identified in the Addendum, may have a significant effect on the environment beyond what was evaluated in the adopted 2009-2014 Housing Element Initial Study/Negative Declaration. Therefore, the CEQA analysis discussion concludes that an addendum is appropriate for the proposed 2019-2024 Housing Element project since the conditions set forth in Section 15162 are not present and a subsequent Initial Study/Negative Declaration or Initial Study/Mitigated Negative Declaration is not required.

ATTACHMENTS:

1. 2019-2024 Public Review Draft Housing Element (September 2019)
2. 2019-2024 Housing Element CEQA Addendum to the 2009-2014 Housing Element Initial Study/Negative Declaration (Plumas County Negative Declaration 646) (September 2019)
3. State Department of Housing and Community Development (HCD) Review Letter dated September 16, 2019 for the 2009-2014 Public Review Draft Housing Element
4. Plumas County Planning Commission Minutes of the Special Meeting on August 29, 2019 for the 2009-2014 Public Review Draft Housing Element
5. Resolution Number P.C. 2019-7 Recommending to the Board of Supervisors that the 2019-2024 Housing Element CEQA Addendum to the 2009-2014 Housing Element Initial Study/Negative Declaration 646 be Adopted and that the 2019-2024 Housing Element also be Adopted
6. Plumas Crisis Intervention and Resource Center comment letter dated September 19, 2019 Re: Plumas County Housing Element 2019-2024
7. Feather Publishing Co., Inc. Proof of Public Hearing Notice for October 1, 2019 Board of Supervisors Public Hearing on the 2009-2014 Public Review Draft Housing Element

RECOMMENDATIONS:

1. Hold a public hearing.
2. Direct staff to come back to the Board with a resolution to accept the CEQA Addendum to the 2009-2014 Housing Element Initial Study/Negative Declaration Number 646 and adopt the 2019-2024 General Plan Housing Element.

SEPTEMBER 2019

PUBLIC REVIEW DRAFT



PLUMAS COUNTY

HOUSING ELEMENT 2019 – 2024



Prepared by



Table of Contents

Introduction.....	1
Purpose	1
General Plan Consistency	1
Regional Housing Needs Allocation	2
Data Sources.....	2
Public Participation	3
Public Workshops	3
Public Hearings	3
Housing Goal, Policies, and Programs	5
Goal	5
Policies	5
Programs	5
Quantified Objectives	12
Evaluation of the Previous Housing Element Program Implementation	15
Community Profile	20
Population Characteristics	20
Employment Trends	21
Household Characteristics	22
Housing Stock Characteristics	25
Housing Costs and Affordability	27
Special Needs Groups	29
Housing Resources and Opportunities	35
Regional Housing Need	35
Adequate Sites Inventory and Analysis	35
Availability of Public Facilities	37
Environmental Constraints	39
Financial Resources	40
Constraints on the Development of Housing	43
Governmental Constraints	43
Local Processing and Permit Procedures	49
Nongovernmental Constraints	55
Residential Energy Conservation	57
Energy Conservation Resources	57
Appendix A: Vacant Sites Inventory	59

List of Tables

Table 1: Future Housing Needs, 2018–2024	2
Table 2: Quantified Objectives, 2019–2024	14
Table 3: Population Growth 2010-2018, unincorporated Plumas County and City of Portola.....	20
Table 4: Population by Age (2017), unincorporated Plumas County	20
Table 5: Employment by Industry (2010–2017), unincorporated Plumas County	21
Table 6: Household Characteristics (2017), unincorporated Plumas County	22
Table 7: Overcrowded Households (2016), unincorporated Plumas County	22
Table 8: Maximum Household Income by Household Size (2019), Plumas County	23
Table 9: Household Income Trends (2017), unincorporated Plumas County.....	24
Table 10: Housing Cost as a Percentage of Household Income by Tenure (2015), unincorporated Plumas County....	24
Table 11: Residential Vacancy Rate 2010 and 2017, unincorporated Plumas County.....	25
Table 12: Household Tenure (2016), unincorporated Plumas County	26
Table 13: Housing Units by Type (2019), unincorporated Plumas County	26
Table 14: Age of Housing Stock (2017), unincorporated Plumas County	27
Table 15: Affordable Housing Costs by Income Category (2019).....	28
Table 16: Senior Population (2017), unincorporated Plumas County.....	29
Table 17: Persons with Disability (2016), Plumas County	30
Table 18: Persons with Disability by Disability Type (2016), Plumas County.....	30
Table 19: Persons with Developmental Disabilities (2018), Plumas County.....	31
Table 20: Regional Housing Needs Allocation, 2018–2024	35
Table 21: Comparison of Regional Growth Need and Residential Sites Capacity	37
Table 22: Development Standards	44
Table 23: Residential Parking Standards.....	45
Table 24: Housing Types Permitted by Zoning District	46
Table 25: Typical County Permit Process and Timelines.....	49
Table 26 Typical Processing Procedures by Project Type	49
Table 27: Planning Fees (2017-2018).....	51
Table 28: Interest Rates (April 2019)	56
Table A-1: High Density Sites to Accommodate the Lower Income RHNA.....	A-7
Table A-2: Lower Density Sites to Accommodate the Moderate and Above Moderate Income RHNA	A-10

List of Figures

Figure A-1: Graeagle and Blairsden Adequate Sites.....	A-1
Figure A-2: Greenville Adequate Sites	A-2
Figure A-3: Chester and Lake Almanor Adequate Sites	A-3
Figure A-4: La Porte Adequate Sites.....	A-4
Figure A-5: Delleker and Portola (unincorporated) Adequate Sites.....	A-5
Figure A-6: Quincy Adequate Sites.....	A-6

READER'S NOTE – EDITS IN RED AND BLUE ARE COUNTY STAFF AND CONSULTANT EDITS, EDITS HIGHLIGHTED IN YELLOW ARE IN RESPONSE TO THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) COMMENTS, AND EDITS HIGHLIGHTED IN GREEN ARE IN RESPONSE TO PLUMAS COUNTY PLANNING COMMISSION COMMENTS.

List of Acronyms

AB – Assembly Bill
ACS – American Community Survey
ADT – Average Daily Traffic
ADU – Accessory Dwelling Units
AHP – Affordable Housing Programs
AMI – Area Median Income
APR – Annual Percentage Rate
CDBG – Community Development Block Grants
CEQA – California Environmental Quality Act
CHFA – California Housing Finance Agency
CR – Commercial Recreation
CRA – Community Reinvestment Act
CSD – Community Services District
ELI – Extremely low income
FEMA – Federal Emergency Management Agency
FIRM – Flood Insurance Rate Maps
FNRC – Far Northern Regional Center
GIS – Geographic Information System
HAMFI – Housing Area Median Family Income
HCD – Housing and Community Development, California Department of
HEAP – Home Energy Assistance Program
HH – Household
HOME – Home Investment Partnerships Program
HUD – Housing and Urban Development, U.S. Department of
ITC – Investment Tax Credit
LAFCo – Local Agency Formation Commission
LIHTC – Low-Income Housing Tax Credit
MASH – Multifamily Affordable Solar Housing
M-R – Multifamily Zone
NOFA – Notice of Funding Availability
PCCDC – Plumas County Community Development Commission
PCIRC – Plumas Crisis Intervention & Resource Center
PHA – Public Housing Authority
PUD – Public Utility District
RCRC – Regional Council of Rural Counties
RHNA – Regional Housing Needs Allocation
RHNP – Regional Housing Needs Plan
RV – Recreation Vehicle
SASH – Single-Family Affordable Solar Housing
SB – Senate Bill
SP-DRA – Special Plan Design Review Area
SRA – State Responsibility Areas
USDA – United States Department of Agriculture
WRAP – Winter Rate Assistance Program
WUI – Wildland Urban Interface
ZNE – Zero Net Energy

Introduction

The Housing Element is a comprehensive assessment of existing and projected housing needs for all economic segments of the County and provides clear policy direction for decision making pertaining to zoning, subdivision approval, housing allocations, and capital improvements.

State law (Government Code Sections 65580 through 65589) mandates the content of the Housing Element and requires an analysis of:

- Population and employment trends;
- The County's fair share of the regional housing needs;
- Housing stock and household characteristics;
- An inventory of land suitable for residential development;
- Governmental and non-governmental constraints on the improvement, maintenance, and development of housing;
- Special housing needs;
- Opportunities for energy conservation; and
- Publicly assisted housing projects that may convert to market rate housing projects.

The above requirements help to develop an understanding of the existing and projected housing needs within Plumas County. Policy and program time frames are set, over a five year period, which aim to meet the needs and promote the conservation, preservation, improvement, and development of a diverse variety of housing types affordable to a range of income groups.

Purpose

The purpose of the 2019-2024 Plumas County Housing Element is to identify housing solutions that ~~address~~solve local housing problems and to meet or exceed the County's unincorporated area Regional Housing Needs Allocation (RHNA). The County recognizes that the provision of adequate housing is best met through a collaboration of various resources including County departments, outside state and federal agencies, and Plumas County housing and special needs stakeholders interest groups. This element establishes a housing the ~~local~~ goals, policies, and programs the County and its housing partners will implement and/or to facilitate actions that ~~to~~ address the County's identified housing issues.

General Plan Consistency

State law requires the Housing Element to be consistent and compatible with other General Plan elements. The 2035 Plumas County General Plan provides goals relating to protection and utilization of resources, development consistent with service levels, and constraints to development. Any proposed land use must be compared with the entire General Plan to determine if the project is consistent with the basic land use designation and does not adversely affect an overlaying constraint. The Introduction to the General Plan lists the ~~locations of all components of the~~ General Plan elements, including Land Use, Housing, Noise, Circulation, Economics, Public Health and Safety, Conservation and Open Space, Agriculture and Forestry, and Water. ~~The General Plan establishes both opportunities for development and constraints against development.~~

The 2019-2024 Housing Element update ~~has been~~ analyzed for consistency with the County's 2035 General Plan, and the Housing Element does not propose any goals, policies, or programs that are considered contrary to the other eight General Plan elements' goals, policies, and ~~programs~~ implementation measures. No changes are proposed to the existing General Plan land use designations. The County will review and revise the Housing Element, as necessary, for consistency when amendments are made to the General Plan.

Regional Housing Needs Allocation

The Regional Housing Needs Plan (RHNP) is mandated by the State of California (Government Code Section 65584) and requires regions to address housing issues and needs based on future growth projections for the area. The California Department of Housing and Community Development (HCD) acts as the County Council of Governments and allocates the regional housing needs numbers for Plumas County.

Table 1 provides ~~Listed below is~~ the breakdown of the RHNA for ~~unincorporated~~ Plumas County, by income category ~~group~~, for the ~~planning period beginning December 31, 2018 and ending August 31, 2024 period.~~

Table 1: ~~Plumas County (unincorporated)~~ Future Housing Needs, 2018–2024

Income Category ¹	2018–2024 RHNA
Extremely Low (below 30 percent of AMI)	2
Very Low (31-50 percent of AMI)	3
Low (51-80 percent of AMI)	3
Moderate (81-120 percent of AMI)	2
Above Moderate (above 120 percent of AMI)	6
Total	16

Source: ~~HCD California Department of Housing and Community Development, Final Regional Housing Need Determination, Letter to Plumas County Planning Department dated August 31, 2018~~

¹ See Table 8 for more information on household income based on the Plumas County income limits and area median income (AMI)

Data Sources

In preparing the Housing Element, various sources of information were used. The County relied on the US Census, American Community Survey (ACS), California Department of Finance, ~~California Department of Developmental Services, HCD,~~ and other local sources as available.

The US Census, which is completed every 10 years, is an important source of information for the community profile. It provides the most reliable and in-depth data for demographic characteristics of a locality. The ACS is conducted by the US Census Bureau and provides estimates of numerous housing-related indicators based on samples averaged over a five-year period. The Housing Needs Assessment reflects the data ~~primarily~~ provided from HCD and the 2012–2016 and 2013–2017 ACS data.

The California Department of Finance is another source of valuable data and is more current than the census. However, the Department of Finance does not provide the depth of information that can be found in the US Census Bureau reports. Whenever possible, Department of Finance data and other local sources were used in the Housing Needs Assessment in order to provide the most current profile of ~~the community~~ Plumas County.

Public Participation

HCD requires that local governments make a diligent effort to achieve the public participation of all economic segments of the community, and throughout the Housing Element update process, the County of Plumas made diligent efforts to reach all segments of the community. The County elicited public participation by posting notices at the Plumas County Planning and Building Services Permit Center and on the Plumas County website at <https://www.plumascounty.us/>; by publishing notice in all four newspapers of general circulation (*Chester Progressive*, *Indian Valley Record*, *Feather River Bulletin*, and *Portola Reporter*); and by coordinating with the Plumas County Community Development Commission (PCCDC) which assists low income residents in meeting their housing needs. In addition, PCCDC provides energy assistance and weatherization services, builds and improves infrastructure, supports the creation and retention of jobs, and supports human service organizations.

In an effort to continue to engage the public and housing stakeholders within the County in the planning process, the County's Planning Department reached out to the following agencies in July 2019. Plumas Community Development Commission and in an effort to inform them that the public review draft Housing Element was submitted to HCD and to ask for their input and feedback.

- PCCDC
- Plumas Rural Services
- Plumas Crisis Intervention & Resource Center (PCIRC)
- Far Northern Regional Center (FNRC)
- NorCal Continuum of Care
- Plumas-Sierra Housing Continuum of Care
- Native American tribes (SB 18)

The public review draft Housing Element was also made available on the County's Planning Department Housing Element website at <https://www.plumascounty.us/2629/Housing-Element> and circulated within the County to the Building Department, Department of Social Services, Behavioral Health Department, Code Enforcement Department, County Administrator, and County Counsel.

Public Workshops

To provide opportunities for public participation in the preparation of the Housing Element update, the County conducted two workshops on June 20, 2019 and on July 11, 2019 during the meetings of the Plumas County Planning Commission. The purpose and contents of the Housing Element was explained and a timeline for preparation and adopted was presented.

Comments Received

No public comments were received at either of the public workshops.

Public Hearings

A public hearing on the Draft Housing Element was conducted by the Plumas County Planning Commission on August 29, 2019. The Planning Commission voted in favor of forwarding the Draft 2019-2024 Housing Element and CEQA Addendum to the Board of Supervisors with a recommendation for adoption.

Public Hearings by the Board of Supervisors are planned for October 2019.

Comments Received

Public comment received at the August 29, 2019 Planning Commission public hearing was made by a Trustee of the Board of Feather River College, a community college in Quincy, regarding the lack of student housing.

Commissioners had one comment concerning an edit within the Residential Energy Conservation section to clarify that PG&E provides only electricity to the County, not natural gas, as there are no natural gas service lines in Plumas County.

Housing Goals, ~~Policies~~~~Objectives~~, and Programs

Goal HE 1

Provide the opportunity for decent housing and a suitable living environment for every Plumas County resident. Accommodate the housing needs of all economic segments of the County. Provide housing opportunities which are consistent with economic, environmental, and social factors set forth in the General Plan. Maintain the opportunity for individual choices in housing.

~~Policies~~~~Objectives~~

~~Objective~~~~Policy~~ HE 1

Maintain a continuing program, in co-operation with State and Federal agencies, to rehabilitate and replace substandard housing units.

~~Objective~~~~Policy~~ HE 2

Maintain a continuing program to provide subsidized housing, as funds are available from State and Federal agencies.

~~Objective~~~~Policy~~ HE 3

Maintain a continuing program to assist first-time homebuyers.

~~Objective~~~~Policy~~ HE 4

Maintain minimum governmental regulations as necessary for public health and safety and a surplus of lands available for development so as to preclude artificially inflated costs.

~~Objective~~~~Policy~~ HE 5

Provide provisions for alternative types ~~forms~~ of housing in rural designated areas of Plumas County.

~~Objective~~~~Policy~~ HE 6

Maintain maximum flexibility in construction alternatives to allow individual choice in design alternatives.

Programs

1. **Monitor Vacant and Underutilized Sites Inventory.** The County ~~shall~~will maintain an ~~and~~ updated ~~an~~ inventory of vacant and underutilized ~~landsites~~ that ~~are~~is designated for residential uses. As part of its annual review of progress in implementing the Housing Element, the County ~~shall~~will update the inventory, if necessary, to maintain an adequate supply of land consistent with California Government Code Section 65863 and to identify additional areas that may be suitable for higher-density residential development to ensure that a sufficient supply of land is available to achieve the County's RHNA and housing-quantified objectives for moderate and lower-income households. As the Plumas Local Agency Formation Commission (LAFCo) reviews the municipal services provided within the County by the special districts, incorporate the information on services and infrastructure capacity into the inventory analysis. The County ~~shall~~will make ~~this inventory information~~ available to the public by providing ~~the inventory information~~ at the Planning Department counter and on the County's Planning Department Housing Element website at <https://www.plumascountv.us/2629/Housing-Element>.

Responsible Agency: Planning Department, and Plumas County LAFCo

Time Frame: Annually review

Funding: General Fund

2. **Inclusionary Housing Program Zoning Ordinance.** Inclusionary zoning ordinances require developers to include a certain percentage of rental or for-sale units that are affordable to lower-income households/people as a condition of development. The County, in cooperation with PCCDC, will explore the adoption of a local inclusionary housing program. The program may/could include requiring developers of certain types of housing developments to construct inclusionary-affordable units onsite or, in limited circumstances where the County deems construction of inclusionary-affordable units to be impractical, pay an in-lieu fee to subsidize affordable housing development, or dedicate/donate land to the County or an agency, such as PCCDC, subsidize affordable housing development for the development of affordable housing. Prior to adopting any inclusionary housing program, the County will conduct analysis to ensure that sufficient incentives exist for developers to mitigate potential negative impacts from the program on the cost and supply of market-rate housing.

Responsible Agency: ~~Community Development Department~~ Plumas County Community Development Commission, and Planning Department

Time Frame: Explore options of an ordinance by the end of 2020; and if determined to be feasible, adopt an ordinance by the end of 2021

Funding: General Fund

3. **Affordable Housing Trust Fund.** The County in cooperation with PCCDC will assess the feasibility and, if feasible, develop an Affordable Housing Trust Fund to be used for the development of affordable housing in the County.

Responsible Agency: ~~Community Development Department~~ Plumas County Community Development Commission, and Planning Department

Time Frame: Assess the feasibility by 2021; and if determined to be feasible, develop by the end of 2022

Funding: General Fund

4. **Development Review and Processing Procedures.** The County will continually seek to improve development review and procedures to minimize the time and/or cost required for review and project approval. This reduction in time/streamlining approach will reduce the time and/or cost to developers and may increase the housing production in the county. The County will also annually review Planning and Building Services Fee Schedule/fees to ensure the fees they do not constrain the development of housing.

Responsible Agency: Planning Department, and Building Department

Time Frame: Annually, starting in June 2020

Funding: General Fund

5. **Building, Planning, and Zoning Codes.** As new California codes are adopted, the County will review ~~its building codes~~ Title 8 (Building Regulations) and Title 9 (Planning and Zoning) of the Plumas County Code of Ordinances for current compliance and adopt the necessary revisions so as to further local development objectives.

Responsible Agency: Planning Department, and Building Department

Time Frame: As new ~~building~~ codes are adopted by the state

Funding Source: General Fund

6. **Camping Time Limit.** Amend Section 9-2.405 (Camping) of the Plumas County Code to remove the ~~camping~~ limitation on private lands (non-camp ground use) ~~camping~~ of 120 days in a calendar year to provide for alternative affordable housing opportunities for those that need it, for example, caregivers or property owners that desire to remain on the property while under construction of a dwelling. "Camping" means the habitation on a property in nonstructural temporary shelters or recreational vehicles (RVs). Amend the definition of camping so that it is for transient occupancy, not permanent residence. Camping units are equated to residential units, are permissible subject to the concurrence of the property owner, and are required to meet health and safety regulations, except for the limitation on duration of use and prohibition of the use in prime opportunity areas. Enforcement of the 120 day limitation is difficult. Health requirements would still apply.

Responsible Agency: Planning Department

Time Frame: Amend by 2020

Funding Source: General Fund

7. **Provide Assistance for Persons with Developmental Disabilities.** ~~Chapter 507, Statutes of 2010 (Senate Bill (SB) 812 (Ashburn, 2010))~~, which took effect January 2011, requires the County to address the needs of individuals with a developmental disability. The County will work with the Far Northern Regional Center to implement an outreach program that informs families in the County about housing and services available for persons with developmental disabilities. This outreach program will also include outreach to potential developers of affordable housing. The program could include the development of an informational brochure and directing people to service information on the County's website.

Responsible Agency: Planning Department, and Far Northern Regional Center

Time Frame: Develop an outreach program within one year of adopting the Housing Element and implement the program within six months after it is developed

Funding Source: General Fund

8. **Reasonable Accommodation and Housing for Persons with Disabilities.** The County ~~shall~~will adopt a written procedure to make reasonable accommodations (i.e., modifications or exceptions) in its zoning ~~ordinance~~laws and other land use regulations and practices when such accommodations may be necessary to afford persons with disabilities, and other special needs, an equal opportunity to use and enjoy a dwelling. ~~The procedure shall~~will be a ministerial process and address all aspects of the Americans with Disabilities Act in regard to home construction, retrofitting restrictions, and parking requirements ~~due to the County Zoning Code. The following decision making criteria may be incorporated into the procedure, including but not limited to, the request for a reasonable accommodation will be used by an individual with a disability~~

and is necessary to make housing available to an individual with a disability protected under fair housing laws, the requested accommodation would not impose an undue financial or administrative burden on the County, and the requested accommodation would not require a fundamental alteration in the nature of the County's building, planning, and zoning codes. The County will also address financial incentives for home developers who address SB 520 (Chesbro, 2001) accessibility issues for persons with disabilities in new construction and retrofitting existing homes. Lastly, the County will review and revise, as necessary, its Zoning Ordinance to ensure the County's definition of "Family" is consistent with federal and state fair housing laws and is not a constraint on the development of housing for persons with disabilities.

Responsible Agency: Planning Department, and Building Department

Timeframe: Update the Zoning Ordinance by 2021

Funding Source: General Fund

9. **Transitional and Supportive Housing and Navigation Centers.** In an effort to comply with state law, the County will review and revise, as necessary, its Zoning Ordinance to define and consider transitional and supportive housing a residential use permitted by right in all zones that permit residential uses, subject to only those restrictions that apply to residential uses of the same type in the same zone. To specifically comply with Assembly Bill (AB) 2162 (Chiu, 2018), the County will amend the Zoning Ordinance to allow supportive housing as a permitted use in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses. In addition, the County will amend the Zoning Ordinance to allow Low Barrier Navigation Centers pursuant to Government Code Section 65660 – 65668 (AB 101, Weiner, 2019). A Low Barrier Navigation Center means a Housing First approach, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low Barrier" means best practices to reduce barriers to entry, and may include, but is not limited to: the presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth; pets; the storage of possessions; and privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

Responsible Agency: Planning Department

Time Frame: Update the Zoning Ordinance by 2021

Funding Source: General Fund

10. **Accessory Dwelling Units.** Accessory dwelling units (ADU), or second units, can be an affordable housing option and can help meet the needs of many residents. To ensure consistency with state law concerning ADU accessory dwelling units (AB 1866 [Wright, 2002], Assembly Bill 2299 [Bloom, 2016], and Senate Bill 1069 [Wieckowski, 2016]), the County shall will review and revise, as necessary, its Zoning Ordinance review standards and revise as necessary to facilitate the development of ADU accessory dwelling units.

Responsible Agency: Planning Department

Time Frame: Update the Zoning Ordinance by 201921

Funding Source: General Fund

11. **Density Bonus Program.** State law requires that the County allow more dwellings to be built than the existing development standards allow if a developer agrees to make a certain number of dwellings available to the target income ~~category group (e.g., very low, low, and/or moderate income)~~. This provision in state law is commonly referred to as a density bonus provision. The County should actively encourage developers to utilize the density bonus provision and develop affordable housing by providing information about the program at the Planning Department counter, on the County's website, and at applicant pre-application meetings.

Responsible Agency: ~~Community Planning~~ Development

Time Frame: Update the Zoning Ordinance by 2021; ongoing as projects are processed through the ~~Community Development Planning~~ Department.

Funding Source: General Fund

12. **First-Time Homebuyer Program.** ~~Continue to refer interested households to, the Plumas County Community Development Commission who PCCDC will develop implements~~ a First-Time Homebuyer Program to provide down payment assistance and closing cost assistance to low-income first-time homebuyers. Once developed, the County will refer interested households to the PCCDC.

Responsible Agency: Plumas County Community Development Commission, and Community Development Planning Department

Time Frame: Develop program by 2021; then rRefer interested households to PCCDC as they approach the County.

Funding Source: HOME funds, in addition, the County will consult with HCD annually and refer to the NOFA calendar to determine other potential funding sources

13. **Preserve Assisted Units.** State law requires jurisdictions to provide a program in their housing elements to preserve publicly assisted affordable housing projects at risk of converting to market-rate housing. To ensure that assisted affordable housing remains affordable, ~~the County~~PCCDC, in cooperation with the County, will monitor the status of all affordable housing projects and, as their funding sources near expiration, will work with owners and other agencies to consider options to preserve such units. The County and PCCDC, as appropriate, will also provide technical support to property owners and tenants regarding proper procedures relating to noticing and options for preservation.

Responsible Agency: ~~Community Development Department~~Plumas County Community Development Commission, and Planning Department

Time Frame: Ongoing, as projects approach expiration

Funding Source: General Fund

14. **Rehabilitation Program.** PCCDC, in cooperation with tThe County, will pursue grant opportunities to reinstate/create a Housing Rehabilitation Program in the County tthat provides down payment assistance, and rehabilitation services, and rental assistance to very low- and low-income households. PCCDC, with assistance from tThe County as appropriate, will promote the availability of funding and resources through public outreach and collaboration with nonprofits, local realtors, lenders, and escrow companies. The County will apply for HOME funding for this program.

Responsible Agency: ~~Community Development Department~~Plumas County Community Development Commission, and Planning Department

Time Frame: Continue to apply annually ~~for HOME funds for various types of grant funding~~ as NOFAs are released

Funding Source: HOME funds, in addition, the County will consult with HCD annually and refer to the NOFA calendar to determine other potential funding sources

15. **Code Enforcement.** The County's Code Enforcement Officer handles code enforcement issues on a complaint-driven-on a reactive basis and deals with a variety of issues, including property maintenance, abandoned vehicles, and housing conditions. Complaints are investigated through an established code enforcement process. An Investigative Service Request Form or Complaint Form (found on the County's website at <https://www.plumascounty.us/79/Code-Enforcement>) is mandatory before a complaint is accepted for investigation. The complaint form can be submitted by mail, email, walk-in, or fax. Complaints should be filed when someone feels there is a violation of County Zoning Ordinance, Building Codes, and Environmental Health and Safety Regulations occurring in their neighborhood or community. The County will continue to use the Code Enforcement Department, as well as the Plumas County Sheriff's Office and Building Department staff, when needed, to ensure compliance ~~with building and property maintenance codes~~.

Responsible Agency: Code Enforcement Department, Sherriff's Office, and Building Department

Time Frame: Ongoing, as complaints are received

Funding Source: General Fund

16. **Fair Housing.** The County will continue to refer persons experiencing discrimination in housing to ~~the Plumas County Community Development Commission (PCCDC)~~ who is the local contact and referral agency. The County and PCCDC will cooperate with neighboring jurisdictions, nonprofits, and local organizations that sponsor workshops on fair housing laws and how those who are victims of discrimination can address grievances. Provide notice and educational materials on fair housing rights and equal housing opportunity to residents of Plumas County through the CDC's housing programs and Section 8 applications. Continue to distribute fair housing information and instructions on how to file a discrimination complaint through resources on the CDC website at <http://www.plumascdc.org/> and through posters and brochures available at the County Planning Department counter, Plumas County Library branches, and PCIRC's Quincy Wellness & Family Resource Center and the Portola Family Resource Center.

Responsible Agency: Planning Department, PCIRC, Plumas County Library, and Plumas County Community Development Commission

Timeframe: Ongoing, as complaints are received

Funding Source: General Fund

17. ~~Implement~~ **Title 24 Energy Efficiency Standards.** The County ~~shall~~will continue to ~~implement~~enforce Title 24 of the California Building Code on all ~~new~~ development.

Responsible Agency: Building Department

Timeframe: Ongoing

Funding Source: General Fund

18. **Energy Efficiency Programs.** The County ~~will~~shall work with utility providers (e.g., Liberty Energy, Plumas-Sierra Rural Electric Cooperative, and PG&E) and PCCDC to encourage existing income qualifying residents to participate in energy efficiency retrofit programs such as the Low Income Weatherization Program, Low Income Home Energy Assistance Program (HEAP), and Winter Rate Assistance Program (WRAP). PCCDC ~~The County~~ will consider sponsoring an energy awareness program in conjunction with utility providers in Plumas County ~~PG&E~~ to educate residents about the benefits of various retrofit programs.

Responsible Agency: Plumas County Community Development Commission, and Planning Department

Timeframe: Ongoing

Funding Source: General Fund, PCCDC, Plumas County utility providers/PG&E

19. **Housing Condition Survey.** The County, in cooperation with PCCDC, will conduct a housing condition survey to identify areas of housing deterioration and dilapidation to determine the number of housing units in the unincorporated Plumas County area that are in need of rehabilitation or replacement.

Responsible Agency: Planning Department, and Plumas County Community Development Commission

Timeframe: Within the planning period

Funding Source: Community Development Block Grant (CDBG) Planning and Technical Assistance Grant or other grant program

20. **Employee Housing.** The Plumas County Zoning Ordinance permits employee housing, meaning dwelling units or manufactured homes, by right, in the County's two agricultural zones; Agricultural Preserve (AP) and General Agriculture (GA). To comply with California Health and Safety Code Sections 17021.5 and 17021.6 the County will review and revise, as necessary, its Zoning Ordinance to ensure employee housing cannot be deemed a use that implies that the employee housing is an activity that differs in any other way from an agricultural use, and the permitted occupancy and definition of employee housing in an agricultural zone must include agricultural employees who do not work on the property where the employee housing is located.

Responsible Agency: Planning Department

Timeframe: Update the Zoning Ordinance by 2020

Funding Source: General Fund

21. **Housing for Lower Income and Extremely Low-Income Households.** The County will proactively encourage and facilitate the development of affordable housing for lower income households through actions such as providing regulatory incentives, reducing or waiving development fees, and outreaching to nonprofits and affordable housing developers to assist in the application for state and federal funding sources. In addition, PCCDC, in collaboration with the County, will explore the feasibility of preserving and rehabilitating existing older (structurally sound) motels in Plumas County suitable for single-room occupancy (SRO) units, typically between 200 and 350 square feet, and consider providing funding sources to assist. SRO units provide a

valuable source of affordable housing for extremely low-income households and can serve as an entry point into the housing market for people who have previously experienced insecure housing conditions.

Responsible Agency: Plumas County Community Development Commission, Planning Department, and Building Department

Timeframe: Bi-annual review and outreach and assess the feasibility of SRO units by 2021; and if determined to be feasible, apply annually thereafter for various types of grant funding as NOFAs are released

Funding Source: HOME funds; in addition, the County will consult with HCD annually and refer to the NOFA calendar to determine other potential funding sources

22. **Emergency Shelter Development.** Pursuant to SB 2, the County will amend the Zoning Ordinance to allow emergency shelters as a permitted use in the M-R zone without a conditional use permit or other discretionary review. Emergency shelters will not be subject to additional development standards, processing, or regulatory requirements beyond what applies to residential development in the M-R zone. In addition, the County will evaluate adopting development and managerial standards that are consistent with California Government Code Section 65583(a)(4). These standards may include such items as lighting, on-site management, maximum number of beds or persons to be served nightly by the facility, off-street parking based on demonstrated need, and security during hours that the emergency shelter is in operation.

Responsible Agency: Planning Department

Timeframe: Update the Zoning Ordinance by 2019

Funding Source: General Fund

23. **Housing Choice Voucher Program.** PCCDC, in cooperation with the County, will continue to manage the Housing Choice Voucher Program (Section 8) for Plumas, Lassen, Sierra, and Tehama counties to assist eligible tenants by paying a portion of the rent to a landlord for a privately leased unit. The PCCDC Board of Commissioners, as appropriate, will adopt resolution(s) supporting an increase of locally administered Section 8 housing program rental vouchers.

Responsible Agency: Plumas County Community Development Commission, PCCDC Board of Commissioners, and Planning Department

Timeframe: Ongoing, and resolution as needed

Funding Source: General Fund

24. **Water and Sewer Infrastructure.** In cooperation with special districts, PCCDC will continue to seek funding for water and sewer infrastructure repairs, upgrades, and new facilities.

Responsible Agency: Plumas County Community Development Commission; and public utility districts, community service districts, and other water and sewer companies

Timeframe: Continue to apply as NOFAs are released

Funding Source: Various types of grants

Quantified Objectives

Based on the policies and program actions outlined above, the following quantified objectives represent a reasonable expectation of the maximum number of ~~new~~ housing units that will be developed (i.e., new construction), rehabilitated, or conserved/preserved and the number of households that will be assisted over the next five years planning period. Table 2 illustrates the County's realistic expectations for development during the planning period.

Table 2: Quantified Objectives, 2019–2024

	Income Category					
	Extremely Low	Very Low	Low	Moderate	Above Moderate	Total
New Construction (1)	2	3	3	2	6	16
Rehabilitation (2)	1	7	23	1	1	14
Conservation/Preservation (3)	24	48	48	1	1	120
Total	26	58	58	2	6	150

Source: Plumas County, July 2019.

(1) New construction objectives are based on the 16 unit 2018-2024 Regional Housing Needs Allocation.

(2) There is not currently a funded rehabilitation program in place within the unincorporated County area, however, Program 14 directs PCCDC, in cooperation with the County, to pursue grant opportunities during the planning period to create a Housing Rehabilitation Program to provide down payment assistance and rehabilitation services to very low- and low-income households.

(3) Conservation/preservation assumptions are based on the historical annual average number of clients (i.e., 24) served by PCCDC through their weatherization programs. County staff has indicated that there are zero affordable units at risk of converting to market-rate housing at this time based upon available information as of July 2019.

Evaluation of the Previous Housing Element Program Implementation

The following table provides the implementation progress and describes the effectiveness and status of the County's previous housing programs. As a part of this review and evaluation, some of the 2009-2014 programs housing programs from the 2009 housing element have been completely reworked to be more straightforward and streamlined when incorporating into the 2019-2024 Housing Element. The new programs

<u>2009-2014 Housing Element Programs</u>	<u>2009-2014 Timeframes</u>	<u>Status of 2009-2014 Program Implementation</u>	<u>2009-2014 Program Recommendation</u>
1. Rehabilitation. Continue utilization of Rehabilitation Revolving Fund. Utilize additional state and Federal Programs which may become available. (Community Block Grant Program, Farmers Home 502 and 504.)	10 units per year.	The County does not currently have a housing rehabilitation revolving fund but remains interested in reinstating a housing rehabilitation program.	<u>Modify as Program 14.</u>
2. New Construction. Utilization of State and Federal programs such as, but not limited to, Farmers Home 502. The County will support and assist funding applications for the development of housing affordable to lower and moderate-income households. Monitor private sector development activity. Continue a Housing and Land-use Committee, to consist of at least the Community Development Executive Director, the Economic Development Executive Director, the Director of Planning and Building Services, the Zoning Administrator, and a representative of the Board of Supervisors, or their designees. The committee shall be charged with pro-actively, aggressively, and opportunistically seeking developers of housing affordable to lower and moderate income households, assisting developers in finding sites with zoning that encourages housing for lower and moderate income households, ensuring support of funding applications, and assisting with the entitlement process, including expedited processing. The committee shall address land exchange, zoning issues, acquisition or disposal of property where those affects addressing the housing needs of the County. The committee shall monitor private sector development activity.	Annually.	New construction has been limited to single-family homes and manufactured homes. Due to the recession, development was slowed from pre-recession levels. Recovery has been gradual.	<u>Modify and include in Program 3 and Program 12.</u>

<u>2009-2014 Housing Element Programs</u>	<u>2009-2014 Timeframes</u>	<u>Status of 2009-2014 Program Implementation</u>	<u>2009-2014 Program Recommendation</u>
3. Rent Assistance. Continue present programs and expand program as funds are available from State and Federal agencies. (Department of Housing and Urban Development, Section 8.)	Annually.	The Plumas County Community Development Commission provides this rental assistance. The County has 170 active housing vouchers with 370 persons on the waiting list.	Modify and include as <u>Program 23.</u>
4. Housing Discrimination. Maintain the Plumas County Community Development Commission as the local contact and referral agency for complaints of housing discrimination and establish the Plumas County Community Development Commission as the agency to distribute materials and information on fair housing throughout the County in all county buildings open to the public.	Immediate and Constant.	The Plumas County Community Development Commission provides this service but has not received any complaints.	Modify as <u>Program 16.</u>
5. Counseling. Provide counseling for various programs as needed.	Counsel for programs as needed.	The Plumas County Community Development Commission provides counseling for an average of 150 households annually.	Included in <u>Programs 16, 18, and 23.</u>
6. First Time Homebuyer Program. The Regional Council of Rural Counties (RCRC) Californian Rural Home Mortgage Finance Authority offers a variety of first-time homebuyers and no/low down-payment mortgage products for low and moderate-income households.	Refer first time homebuyers to The Regional Council of Rural Counties (RCRC) Californian Rural Home Mortgage Finance Authority.	The Plumas County Community Development Commission has not provided this program in the past, but commits to providing in the future.	Modify as <u>Program 12.</u>
7. Infrastructure. Continue to provide technical assistance and to seek funds for infrastructure repair, upgrade and purchase to and for districts as requested.	Action as requested.	The Plumas County Community Development Commission provides this service and applied for funding for infrastructure repair/upgrades during the 2009-2019 time period.	Modify and include as <u>Program 24.</u>
8. Economic Development Funds. Apply for CDBG economic development revolving loan funds.	Opportunism.	The Plumas County Community Development Commission administers this program but did not apply for funding during the 2009-2019 time period.	Modify and include as <u>Program 25.</u>

2009-2014 Housing Element Programs	2009-2014 Timeframe	Status of 2009-2014 Program Implementation	2009-2014 Program Recommendation
9. Economic Development Strategy. Prepare and carry out a continuing Economic Development Strategy.	1 Continuing Economic Development Strategy.	In December, 2013, the County completed an update to the General Plan which contained an Economics Element. The Economics Element contains policies and implementation measures regarding the Economic Development Strategy and assisted the County in qualifying as an Opportunity Zone.	Delete – covered in <u>Economics Element of County's 2035 General Plan.</u>
10. Governmental Regulations. Maintain minimum governmental regulations and a surplus of lands available for development so as to preclude artificially inflated costs.	As needed.	The County keeps a vacant land inventory and the County's zoning code contains numerous by-right nondiscretionary processes.	Modify as <u>Program 1 and Program 4.</u>
11. Dwelling: Transfer of Area. Amend zoning provisions to permit transfer of allowable area among additional quarters and guest houses through an administrative procedure which results in recorded documentation of the transfer.	By July 1, 2014.	This amendment has not occurred. However, the Zoning Code allows by right one dwelling unit, one guest house, one additional quarters within the dwelling unit, and one additional detached dwelling unit on any parcel twice or more the minimum parcel size in all residential zones.	Delete – accessory Dwelling Units are addressed under <u>Program 10</u> and will provide options for affordable housing without additional administrative procedures.
12. Camping, no time limit: Amend Section 9-2.405 of the Plumas County Code to remove the limitation on camping of 120 days in a calendar year. Amend the definition of camping so that it is for transient occupancy, not permanent residence.	Annual Need.	Although this amendment has not occurred, the County still plans to complete this amendment.	Modify and continue as <u>Program 6.</u>

<p>2009-2014 Housing Element Programs</p>	<p>2009-2014 Timeframes</p>	<p>Status of 2009-2014 Program Implementation</p>	<p>2009-2014 Program Recommendation</p>
<p>13. No Net Loss of Densities: The County shall not by administrative, quasi-judicial, or legislative action, reduce, require, or permit the reduction of the residential density for any parcel to a lower residential density that is below the density established by the General Plan and zoning for those sites identified in the Housing Element that are utilized by the Department of Housing and Community Development in determining compliance with housing element law to accommodate the County's share of regional housing need for a minimum of twenty years.</p>	<p>Offset any loss in residential density with an increase in residential density, ensuring no net loss in residential density; or offset any loss in residential density with an equal construction of affordable housing.</p>	<p>The County has not been approached by any developers interested in such reduction of density.</p>	<p><u>Modify and continue as Program 11.</u></p>
<p>14. Yards: Fire Safe and Building Code: Amend the zoning requirements for yards to those necessary as part of the provisions of the Plumas County Code that have been certified in-lieu of the State Responsibility Area Fire Safe Regulations. Rely on the occupancy separation requirements of the California Building Code [Part 2 of Title 24 of the California Code of Regulations] to adequately provide for public health and safety for purposes other than those of the provisions of the Plumas County Code that have been certified in-lieu of the State Responsibility Area Fire Safe Regulations.</p>	<p>By July 1, 2014.</p>	<p>In November 2018, the California Board of Forestry and Fire Protection certified the County's ordinance in lieu of the State Fire Safe regulations as providing the same practical effect.</p>	<p><u>Delete – program completed.</u></p>
<p>15. Infrastructure: As the Plumas Local Agency Formation Commission reviews of the municipal services provided within the county by the city and the special districts are completed, incorporate the information on services into the analyses of infrastructure capacity to accommodate regional housing needs on a regular basis.</p>	<p>Update analyses of infrastructure capacity on an annual basis as municipal service reviews are completed.</p>	<p>This information has been used in the 2019-2024 Housing Element analysis regarding vacant sites for Regional Housing Allocation Needs.</p>	<p><u>Modify and continue as part of Program 1.</u></p>
<p>16. Reasonable Accommodation: Adopt an ordinance providing reasonable accommodation under Federal and State Housing Laws</p>	<p>By January 1, 2010.</p>	<p>The County has not yet adopted a reasonable accommodation ordinance.</p>	<p><u>Modify and continue as Program 8.</u></p>

<u>2009-2014 Housing Element Programs</u>	<u>2009-2014 Timeframes</u>	<u>Status of 2009-2014 Program Implementation</u>	<u>2009-2014 Program Recommendation</u>
17. Identification of sites where low and moderate income housing will not conflict with existing zoning regulations: Maintain a program of identifying to agencies and developers sites where low and moderate income housing will not conflict with existing zoning regulations through answering all requests for identification of such sites and explaining that Plumas County zoning regulations are designed to preclude conflict between those regulations and low and moderate income housing.	Ongoing.	The County continues to maintain a sites inventory that identifies sites suitable for low- and moderate-income housing. The County did not receive any requests from developers for clarification.	<u>Modify and continue as Program 1.</u>
18. Inclusionary Zoning: Evaluate having an inclusionary zoning requirement within the zoning code.	Conduct an analysis by the end of 2009.	No inclusionary zoning has been established.	<u>Modify and continue as Program 2.</u>
19. Housing Trust Fund: Evaluate establishing a housing trust fund.	Conduct an analysis by the end of 2009.	No Housing Trust Fund has been established.	<u>Modify and continue as Program 3.</u>

Community Profile

Population Characteristics

Housing needs are largely determined by population and employment growth, coupled with various demographic variables. Characteristics of Plumas County residents such as age, household size, occupation, and income combine to influence the type of housing needed in the County and its affordability.

Population Growth

Between 2010 and 2018, Plumas the County of Plumas's County's unincorporated population declined slightly by 100 people, or -0.6 percent. This trend of slight population decline is reflected in Portola, the only incorporated city in the county, whose population fell by approximately 6 percent between 2010 and 2018 (Table 3).

Table 3: Population Growth 2010-2018, unincorporated Plumas County and City of Portola

City/County	Total Population		2010–2018 Change	
	2010	2018	Number	Percentage
Unincorporated Plumas County	17,903	17,803	-100	-0.6%
<u>City of</u> Portola	2,104	1,976	-128	-6.1%

Source: California Department of Finance, 2010 and 2018, E-4 Population Estimates for Cities, Counties, and the State.
Note: Population counts vary slightly based on the source of data and type of survey.

Age Characteristics

Current and future housing needs are usually determined in part by the age characteristics of a community's residents. Each age group has distinct lifestyles, family type and size, incomes, and housing preferences. Consequently, evaluating the age characteristics of a community is important in determining its housing needs.

The median age of residents in Plumas County wasis approximately 52 years old in 2017. Over time, tThe median age has been increasing slowly, from 35.7 in 2000 and 39.6 in 2011. The unincorporated County's population is getting older, with 58.7 percent of residents over 45 years of age, and 19.3 percent of residents in the family-forming age group (25–44). **Table 4** shows the age distribution of the population of unincorporated Plumas County.

Table 4: Population by Age (2017), unincorporated Plumas County

Age Group	2017	
	Number	Percentage
0-9 years	1,465	8.8%
10-19 years	1,593	9.5%
20-24 years	617	3.7%
25-34 years	1,349	8.1%
35-44 years	1,868	11.2%
45-54 years	2,055	12.3%

Age Group	2017	
	Number	Percentage
55-59 years	1,484	8.9%
60-64 years	1,896	11.4%
65-74 years	2,723	16.3%
75-84 years	1,150	6.9%
85+ years	491	2.9%
Median Age	52.1	N/A

Source: 2013-2017 ACS 5-Year Estimates, Table S0101.

Employment Trends

It is estimated that the total job base in the County has decreased by 26.1 percent over the past seven years in a seven year period or between 2010 and 2017. There have also been significant decreases in jobs in construction (40 percent) and professional/management (43.0 percent), and a slight increase in agriculture, forestry, fishing and hunting, and mining (2.2 percent) and manufacturing (7.0 percent).

Educational services, and health care and social assistance services as well as arts, and entertainment, and recreation, and accommodation and food services currently make up the majority of the job market at 21.9 percent and 11.4 percent, respectively. **Table 5** shows employment by industry in unincorporated Plumas County.

Table 5: Employment by Industry (2010–2017), unincorporated Plumas County

Employment Sector	Number of Jobs		Percentage Change	Percentage of Jobs, 2017
	2010	2017	2010–2017	
Total	8,895	6,572	-26.1%	100.0%
Agriculture, forestry, fishing and hunting, and mining	630	644	2.2%	9.8%
Construction	1,081	649	-40.0%	9.9%
Manufacturing	589	630	7.0%	9.6%
Wholesale trade	254	76	-70.1%	1.2%
Retail trade	746	553	-25.9%	8.4%
Transportation and warehousing, and utilities	394	267	-32.2%	4.1%
Information	80	61	-23.8%	0.9%
Finance and insurance, and real estate and rental and leasing	748	331	-55.7%	5.0%
Professional, scientific, and management, and administrative and waste management services	654	373	-43.0%	5.7%
Educational services, and health care and social assistance	1,993	1,438	-27.8%	21.9%
Arts, entertainment, and recreation, and accommodation and food services	702	752	7.1%	11.4%

Employment Sector	Number of Jobs		Percentage Change	Percentage of Jobs, 2017
	2010	2017	2010-2017	
Other services, except public administration	471	342	-27.4%	5.2%
Public administration	553	456	-17.5%	6.9%

Source: 2006-2010, 2013-2017 ACS 5-Year Estimates, Table DP03.

Household Characteristics

Households Type and Size

A household refers to the people occupying a home, such as a family, a single person, or unrelated persons living together. Family households often prefer single-family homes or ~~condominiums~~ manufactured homes to accommodate children, while nonfamily households generally occupy ~~smaller-multifamily apartment type housings or condominiums~~.

In unincorporated Plumas County, families comprised 59.3-8 percent of all households, and 20.1-2 percent of all households were family households with children under 18 years of age. Table 6 displays household composition as reported by the 2013-2017 American Community Survey.

Table 6: Household Characteristics (2017), unincorporated Plumas County

Jurisdiction	Households	Average Household Size	Percentage of Households	
			Families ¹	Nonfamily
<u>Unincorporated Plumas County</u>	<u>7,388</u> 7,450	2.06	4,419 (<u>59.8%</u>)	2,969 (<u>40.2%</u>)

Source: ~~2012-2016~~ 2013-2017 ACS 5-Year Estimates, Department of Finance, 2019.

¹ Families with Children Under 18 - 1,496 (20.2%)

Overcrowding By Tenure

Overcrowding occurs when there is more than one person per room (excluding bathrooms and kitchens) and severely overcrowding occurs when there are more than 1.51 persons per room. Overcrowding is often a result of an inadequate supply of affordable and decent housing. According to the 2012-2016 American Community Survey, 111 households were living in overcrowded conditions (1.3 percent of all households) and 38 households (0.5 percent) were living in severely overcrowded conditions. Refer to Table 7.

Table 7: Overcrowded Households (2016⁷), unincorporated Plumas County

Persons per Room	Number	Percentage of Total Units
Owner-Occupied	5,492	66.3% <u>73.7%</u>
1.00 or less	5,457	99.4%
1.01 to 1.50 (<u>overcrowded</u>)	35	0.6%
1.51 or more (<u>severely overcrowded</u>)	0	0.0%
Renter-Occupied	1,958	23.6% <u>26.3%</u>
1.00 or less	1,882	96.1%

Persons per Room	Number	Percentage of Total Units
1.01 to 1.50 (<u>overcrowded</u>)	38	1.9%
1.51 or more (<u>severely overcrowded</u>)	38	1.9%
Total Occupied Housing Units	<u>8,287,450</u>	100.0%
Total Owner Overcrowded	35	0.4%
Total Renter Overcrowded	76	0.9%
Total Overcrowded	111	1.3%
Total Owner Severely Overcrowded	0	0.0%
Total Renter Severely Overcrowded	38	0.5%
Total Severely Overcrowded	38	0.5%

Source: 2012–2016 ACS 5-Year Estimates, Table B25014.

Household Income

The California Department of Housing and Community Development HCD annually publishes income limits per county for use in determining eligibility for assisted housing programs in that county. The 2019 income limits are listed in **Table 8** for each income category according to household size. These income limits are based on an area median income (AMI) of \$69,700 (for a family of four) in Plumas County as a whole:

- Extremely Low Income Up to below 30 percent of area median income (AMI) (\$0–\$25,750)
- Very Low Income 31–50 percent of AMI (\$25,751–\$34,800)
- Low Income 51–80 percent of AMI (\$34,801–\$55,700)
- Moderate Income 81–120 percent of AMI (\$55,701–\$84,850)
- Above Moderate Income Above 120 percent of AMI (\$84,851 or more)

Table 8: Maximum Household Income by Household Size (2019), Plumas County

Income Category	Persons per Household							
	1	2	3	4	5	6	7	8
Extremely Low	\$14,650	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Very Low	\$24,400	\$27,850	\$31,350	\$34,800	\$37,600	\$40,400	\$43,200	\$45,950
Low	\$39,000	\$44,600	\$50,150	\$55,700	\$60,200	\$64,650	\$69,100	\$73,550
<u>Medium Income</u>	<u>\$49,500</u>	<u>\$56,550</u>	<u>\$63,650</u>	<u>\$70,700</u>	<u>\$76,350</u>	<u>\$82,000</u>	<u>\$87,650</u>	<u>\$93,300</u>
Moderate	\$59,400	\$67,900	\$76,350	\$84,850	\$91,650	\$98,450	\$105,200	\$112,000

Source: California Department of Housing and Community Development HCD Memorandum, “State Income Limits for 2019,” May 6, 2019.

In an effort to determine an approximate number of extremely low-income households, the County looked at households earning \$24,999 or less. The County determined there were approximately 1,764 extremely low-income households. As of 2017, the largest income group earned an annual household income between \$50,000 to \$74,999 whereas the smallest income group earned over \$150,000 per year. The majority, or 3,410 households in unincorporated Plumas County, lie at the middle of the income groups earning between \$35,000 to \$99,000 annually. **Table 9** show the income distribution of households in unincorporated Plumas County.

Table 9: Household Income Trends (2017), unincorporated Plumas County

Income	Number	Percentage
< \$15,000	897	12.1%
\$15,000–\$24,999	867	11.7%
\$25,000–\$34,999	744	10.1%
\$35,000–\$49,999	1,019	13.8%
\$50,000–\$74,999	1,384	18.7%
\$75,000–\$99,999	1,007	13.6%
\$100,000–\$149,999	857	11.6%
>\$150,000	613	8.3%
Total	7,388	100.0%
<i>Earning \$24,999 or less</i>	<i>1,764</i>	<i>23.9%</i>

Source: 2013-2017 ACS 5-Year Estimates, Table DP03

Overpayment

Overpayment is narrowly defined as the number of lower-income households that spend more than 30 percent of their income for housing (i.e., either mortgage or rent), including the cost of utilities, property insurance, and real estate taxes, as defined by the federal government. **Table 10** shows the extent of overpayment in unincorporated Plumas County. Approximately 45.6 percent of households in unincorporated Plumas County were overpaying for housing—20.6 percent were renter-occupied households and 25.0 percent were owner-occupied households.

When looking at lower-income households overpaying (i.e., households earning less than \$55,700 for a household of four), approximately 966 were owner-occupied households and approximately 740 were renter-occupied households.

Table 10: Housing Cost as a Percentage of Household Income by Tenure (2015), unincorporated Plumas County

Total Households Characteristics	Number	Percent of Total Households
Total occupied units (households)	7,225	100.0%
Total renter households	1,805	25.0%
Total owner households	5,420	75.0%
Total lower income (0-80% of HAMFI) households	2,900	40.1%
Lower income renters (0-80%)	1,050	14.5%
Lower income owners (0-80%)	1,850	25.6%
Extremely low-income renters (0-30%)	425	5.9%
Extremely low-income owners (0-30%)	495	6.9%
Lower income households paying more than 50%	980	13.6%
Lower income renter HH severely overpaying	375	5.2%
Lower income owner HH severely overpaying	605	8.4%
Extremely Low-Income (0-30%)	505	7.0%
ELI Renter HH severely overpaying	255	3.5%

Total Households Characteristics	Number	Percent of Total Households
ELI Owner HH severely overpaying	250	3.5%
Income between 30%-50%	335	4.6%
Income between 50% -80%	140	1.9%
Lower income households paying more than 30%	1,706	23.6%
Lower income renter HH overpaying	740	10.2%
Lower income owner HH overpaying	966	13.4%
Extremely Low-Income (0-30%)	640	8.9%
Income between 30%-50%	680	9.4%
Income between 50% -80%	386	5.3%
Total Households Overpaying	3,296	45.6%
Total Renter Households Overpaying	1,490	20.6%
Total Owner Households Overpaying	1,806	25.0%
Total households paying between 30%-50% income	7,225	100.0%
Total households paying > 50% income	1,805	25.0%

Source: 2006-2015 CHAS Data Sets, https://www.huduser.gov/portal/datasets/cp.html#2011-2015_data.

Housing Stock Characteristics

Vacancy and Housing Availability

Vacancy trends in housing are analyzed using the vacancy rate as an indicator of housing supply and demand. If housing demand is greater than the supply, the vacancy rate is likely to be low, and the price of housing increases. A vacancy rate of 5 percent is generally considered optimal because it is high enough to provide some flexibility in the housing market without significant increases in housing prices.

As shown in **Table 11**, the vacancy rate in unincorporated Plumas County is very high, estimated to be 42.3 percent as of 2017⁹. This is a slight decrease from the vacancy rate in 2010, which was estimated to be 43.9 percent. The high vacancy rate in unincorporated Plumas County can be explained due to the fact that many dwelling units are seasonally occupied (i.e., vacation rentals and/or second homes) and some residents tend to not occupy their homes during the winter months.

Table 11: Residential Vacancy Rate 2010 and 2017, unincorporated Plumas County

	2010	2017 ⁹
<u>Unincorporated</u> Plumas County	43.9%	42.3%

Source: Department of Finance, 2010 and 2017, E-5 Report.

Housing Tenure

As shown in **Table 12**, unincorporated Plumas County has a higher percentage of householders who own their home (73.7 percent of occupied units) than of householders who rent their home from a property owner (26.3 percent of occupied units).

Table 12: Household Tenure (2016), unincorporated Plumas County

	Number	Percentage
Owner-Occupied Units	5,492	73.7%
Renter-Occupied Units	1,958	26.3%
Total	8,287,450	100.0%

Source: 2012-2016 ACS 5-Year Estimates, Table B25009.

Unit Type

As shown in **Table 13**, the majority (77.9 percent) of occupied housing units in unincorporated Plumas County are single-family, detached homes, followed by mobile homes or other type, which make up about 14 percent. Only 2.7 percent of single-family homes are attached. Multifamily units of any kind (2+ units) comprise 5.8 percent of the occupied housing stock.

Table 13: Housing Units by Type (2019), unincorporated Plumas County

Housing Unit Type	Number	Percentage
Single-Family, Detached	11,498	77.9%
Single-Family, Attached	393	2.67%
Multifamily, 2–4 Units	322	2.2%
Multifamily, 5+ Units	528	3.6%
Mobile Homes or Other Type	2,025	13.7%
Total	14,766	100.0%

Source: California Department of Finance, E-5, 2019

Mobile Home Parks

Mobile home park spaces represent an affordable housing option for lower income households in unincorporated Plumas County. HCD provides information on mobile home parks and total spaces in the unincorporated County area based on HCD's listing of mobile home parks. In all, there were 664 mobile home spaces (September 2019) represented by 55 mobile home parks, RV parks, resorts, and trailer parks located in Belden, Cromberg, Chester, Quincy, East Quincy, Greenville, Crescent Mills, Taylorsville, Prattville, Canyon Dam, Lake Almanor, Graeagle, Blairsden, Chilcoot, Vinton, Twain, Beckworth, and Meadow Valley. Program 26 commits the County, in coordination with HCD, to review and evaluate the housing conditions of tenants of mobile home parks and identify strategies to address the needs, as appropriate, including seeking technical assistance and financial resources from HCD.

Housing Age and Conditions

Housing conditions are an important indicator of quality of life in Plumas County. Like any asset, housing ages and deteriorates over time. If not regularly maintained, structures can deteriorate and discourage reinvestment, depress neighborhood property values, and even become health hazards. Thus, maintaining and improving housing quality is an important goal for communities.

An indication of the quality of the housing stock is its general age. Typically housing over 30 years old is likely to have rehabilitation needs that may include plumbing, roof repairs, foundation work, and other repairs. **Table 14** displays the age of unincorporated Plumas County's housing stock as of 2019, of which 32.9 percent were built

since 1990. This means ~~roughly two-thirds~~ 67.1 percent of the housing stock in the County is over 30 years old, and as a rule of thumb, the rehabilitation needs for these aging homes are likely great in Plumas County. Additionally, as of July 2019, the County Building Department confirms estimates a slightly lower percentage, estimating that 15 to 20 percent of homes within the unincorporated County area are in need of some sort of rehabilitation and, of those, 10% are estimated to be in a dilapidated condition.

The County's last housing condition survey was conducted in 1999. Program 19 directs a survey be conducted during the 2019–2024 Housing Element planning cycle to identify areas of housing deterioration and dilapidation to determine the number of housing units in Plumas County that are in need of rehabilitation or replacement. The County will work with PCCDC to complete the housing conditions assessment.

Table 14: Age of Housing Stock (2017⁹), unincorporated Plumas County

Year Built	Number of Units	Percentage
2014 or later*	144	1.0%
2010–2013	133	0.9%
2000–2009	1,970	13.5%
1990–1999	2,542	17.5%
1980–1989	2,618	18.0%
1970–1979	3,217	22.1%
1960–1969	1,478	10.2%
1950–1959	1,018	7.0%
1940–1949	465	3.2%
1939 or earlier	974	6.67%
Total	14,559	100.0%

Source: 2013–2017 ACS 5-Year Estimates, Table B25034

*California Department of Finance, E-5, 2019

Housing Costs and Affordability

Rental Housing Costs

Based on market trends, in Plumas County for all rentals the median rent per month was \$839, and the average rent per month was \$846.¹

Sales Prices

Data for unincorporated Plumas County is difficult to obtain. As a part of this analysis the County relied on data for Quincy, a census-designated place and the county seat. According to Trulia, the median sales price for homes in Quincy between February and May 2019 was \$261,000 based on seven home sales. Quincy market trends indicate an increase of \$102,500 (65 percent) in median home sales over the past year.

¹ These prices are based on a point-in-time analysis of rental listings found on Craigslist within a 35-mile radius of ZIP code 95983 ([Taylorsville/Genesee](#)) on 6/7/2019.

Housing Affordability

Housing affordability is dependent upon income and housing costs. According to the California Department of Housing and Community Development (HCD) income guidelines for 2019, the AMI in Plumas County, as a whole, is \$70,700 for a family of four. Assuming that the potential homebuyer in each income group has sufficient credit and down payment (5 percent) and maintains affordable housing expenses (i.e., spends no more than 30 percent of their income on the mortgage, taxes, and insurance), the maximum affordable home prices can be determined. Table 15 demonstrates the purchasing power of each of the income categories groups defined above.

When looking at rental and sales prices and comparing those to what households can afford, the County has rental housing affordable to very low-, low-, and moderate-income households and for sale prices affordable to low- and moderate income households.

Table 15: Affordable Housing Costs by Income Category (2019)

(Based on a Four-person Household in Plumas County)	Income Category Level		
	Very Low	Low	Moderate
Annual Income	\$34,800	\$55,700	\$84,850
Monthly Income	\$2,900	\$4,641	\$7,071
Maximum Monthly Gross Rent ¹	\$870	\$1,393	\$2,121
Maximum Purchase Price ²	\$157,702	\$253,142	\$386,354

Sources: HCD State Income Limits, 2019; <https://www.chase.com/personal/mortgage/calculators-resources/affordability-calculator>; <https://www.realtor.com/mortgage/tools/affordability-calculator/#summary>, accessed 6/7/2019.

¹ Affordable housing cost for renter-occupied households assumes 30% of gross household income, not including utility cost.

² Affordable housing sales prices are based on the following assumed variables: approximately 5% down payment, 30-year fixed rate mortgage at 4.5% annual interest rate, taxes, insurance and private mortgage insurance (since borrowers will likely put less than 20% down).

Special Needs Groups

There are certain categories of households in Plumas County that, because of their physical or economic condition, require particular housing, space, or support services. This section assesses the special needs households in Plumas County. A Two critical purposes of this Housing Element is are to ensure that the County can provide opportunities for affordable housing and to preclude barriers to residents whose housing needs are not normally met by the private sector. Special needs households may have difficulties in finding affordable housing due to can be constrained by lower incomes and a lack of housing that is suitable to their special needs. Special needs households include the elderly, persons with mobility and/or self-care limitations, large families, families with female heads of household, farmworkers, and homeless or families with insecure housing that includes persons in need of emergency shelter.

Senior Households

The limited and fixed incomes of many elderly people make it difficult for them to find affordable housing. Additionally, many elderly people have physical disabilities and dependence needs that limit their selection of housing and increase their need for accessible health care and transportation. It is not uncommon for the elderly to have higher poverty rates even though Social Security and other retirement benefits provide a guaranteed minimum income.

As of 2017, the American Community Survey it was estimated thereat were 4,364 seniors citizens, or the population age 65 years and over, living in unincorporated Plumas County, which represented roughly over one-quarter of the total unincorporated County population, and approximately 6.8 percent of those 65 and older were below the poverty rate. When looking at senior household tenure, 87 percent of households were owner-occupied, and 13 percent were renter occupied.

Table 16: Senior Population (2017), unincorporated Plumas County

Age Group	2017
Ages 65–74	2,723
Ages 75–84	1,150
Ages 85+	491
Total	4,364

Sources: 2013-2017 ACS 5-Year Estimates, Table DP05.

Persons with Disabilities

As defined by the California Government Code, disabilities include physical and mental disabilities. A “mental disability” involves any mental or psychological disorder or condition, such as mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disabilities that limit a major life activity. A “physical disability” includes any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss of body functions. Physical disabilities include those that are neurological, immunological, or musculoskeletal in nature as well as those that involve the respiratory, cardiovascular, reproductive, genitourinary, hemic and lymphatic, or digestive systems and those involving the special sense organs, speech organs, skin, or endocrine system.

Table 17 shows that residents of Plumas County have a relatively high rate of disability. About 17 percent of the total population (5 years old or older) has some type of disability, and more than half of those are below the age of 65.

Table 17: Persons with Disability (2016), Plumas County

	Number	Percentage
Persons Age 5–64 with a Disability	1,975	10.0%
Persons Age 65 + with a Disability	1,472	7.4%
Total Persons with a Disability (Age 5+)	3,447	17.4%
Total Population	19,773	100.0%

Source: 2012–2016 ACS 5-Year Estimates, Table S1810.

Table 18 shows the total number of persons in Plumas County by disability type for the 5 to 64 and 65 and over age groups. Many of these persons have more than one disability, which is why more disabilities are listed than there are disabled persons. Cognitive difficulties and Ambulatory living difficulties are the most common forms of disability among residents ages 5 to 64 in Plumas County. Seniors age 65 and above in unincorporated Plumas County are more likely to have either ambulatory difficulties or hearing difficulties.

Table 18: Persons with Disability by Disability Type (2016), Plumas County

	Number	Percentage
Total Disabilities Tallied	3,447	100.00%
<i>Total Disabilities Tallied for People 5 to 64 years</i>	1,975	57.30%
Hearing difficulty	282	8.21%
Vision difficulty	545	15.84%
Cognitive difficulty	1,050	30.54%
Ambulatory difficulty	869	25.21%
Self-care difficulty	522	15.14%
Independent living difficulty	648	18.80%
<i>Total Disabilities Tallied for People 65 Years and Over</i>	1,472	42.70%
Hearing difficulty	697	20.22%
Vision difficulty	352	10.21%
Cognitive difficulty	402	11.76%
Ambulatory difficulty	977	28.34%
Self-care difficulty	420	12.21%
Independent living difficulty	496	14.43%

Source: 2012–2016 ACS 5-Year Estimates, Table S1810.

Persons with Development Disabilities ~~(Senate Bill 812)~~

~~Senate Bill (SB) 812 (Ashburn, 2010)~~ requires the County to include, in the special housing needs analysis, the needs of individuals in Plumas County with a developmental disability ~~in the community~~. A developmental disability is a disability that occurs before an individual reaches 18 years of age, is expected to continue indefinitely, and constitutes a substantial disability for that individual ~~handicap~~. Developmental disabilities include mental retardation, cerebral palsy, epilepsy, autism, and disabling conditions closely related to mental retardation or requiring similar treatment. Housing Element Program 7 specifically addresses the needs of the developmentally disabled and Program 8 supports the County adopting a written procedure to make reasonable accommodations (i.e., modifications or exceptions) for persons with disabilities and other special needs when it comes to home construction, retrofitting, and parking requirements.

Table 19 includes information about Plumas County's population of developmentally disabled persons by age and zip code.

Table 19: Persons with Developmental Disabilities (2018), Plumas County

Zip Code <u>(Community)</u>	0–17 years	18+ years
95934 <u>(Indian Falls)</u>	0	<11
95947 <u>(Crescent Mills)</u>	<11	<11
95956 <u>(Bucks Lake/Meadow Valley)</u>	<11	<11
95971 <u>(Quincy)</u>	20	32
95983 <u>(Taylorsville/Genesee)</u>	0	<11
95984 <u>(Twain/Virgilia)</u>	<11	0
96020 <u>(Chester)</u>	<11	13
96103 <u>(Graeagle)</u>	<11	0
96105 <u>(Chilcoot)</u>	<11	<11
96122 <u>(Portola/Lake Davis)</u>	11	15
96135 <u>(Vinton)</u>	0	<11

Source: California Department of Developmental Services, 2018.

Far Northern Regional Center

Far Northern Regional Center (FNRC) has offices located in Redding and Chico that serves children and adults with developmental disabilities who are residents in Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity counties. It serves families whose infants or toddlers (birth to 3 years of age) have or are at risk for development disabilities or delays. FNRC also serves individuals over age 3, including adults. As of April 1, 2019, Far Northern Regional Center provides services to 124 clients in Plumas County.

In order to fulfill the diverse needs of persons from infancy to end of life, some of the services and supports provided by FNRC include:

- Early Intervention Services
- Behavior Intervention
- Respite Care
- Licensed Homes
- Adult Day Activities
- Supported Employment
- Independent Living Setting
- Healthcare

Large Families

Large families are defined by the US Census Bureau as households containing five or more persons. They are considered a special needs group because there is a limited supply of adequately sized housing to accommodate their needs. A five-person household requires a three- or four-bedroom home; a six-person household requires four bedrooms; and a seven-person household requires four to six bedrooms.

According to the 2012–2016 US Census American Community Survey, 366 households (4.9 percent) in unincorporated Plumas County included five or more persons. Of those, 154 (42.1 percent) were owner-occupied large households, and 212 (57.9 percent) were renter-occupied large households.

As of 2017, there was no shortage of housing for large families in Plumas County due to the availability of housing by bedroom size. There are 7,591 three-bedroom housing units, 1,611 four-bedroom units, and 166 units with five or more bedrooms, respectively comprising 48.2 percent, 10.2 percent, and 1.1 percent of all housing in the county. Since the population of Plumas County changesgrows gradually and the average household size was- 2.0621 persons per household in 2017, it can be presumed that the current supply of housing is sufficient to accommodate large families.

Female-Headed Households

Female-headed households are households headed by a single female parent with children under the age of 18 living at home. Single-parent households generally have lower incomes than two-parent households and often require special attention due to their need for affordable child care, health care, and housing assistance, and other supportive services. Additionally, female-headed households generally tend to have lower incomes and higher living expenses, often making the search for affordable, decent, and safe housing more difficult, limiting the availability of housing.

Poverty is typically an issue with female-headed households. As of the 2012–2016 American Community Survey, approximately 11 percent of households in unincorporated Plumas County were female-headed households with children, and 3 percent of households were female-headed households under the poverty level. As a result of this poverty, it is likely that many of these female householders in Plumas County are overpaying for housing (i.e., paying more than 30 percent of their income for housing needs) and may be experiencing other unmet housing needs.

Farmworkers

Agricultural workers earn their primary income through permanent or seasonal agricultural labor. The number of persons employed in ~~agriculture, forestry, fishing and hunting, and mining~~~~farming, fishing, and forestry~~ ~~decreased~~~~increased~~ by ~~2.24~~~~0~~ percent from 630 persons to ~~644~~~~569~~ persons from 2010 to 2017 per ACS counts in those years, representing ~~nearly 810~~ percent of the job market in Plumas County ~~in 2017~~. According to the United State Department of Agriculture (USDA) 2017 Census of Agriculture there were 173 hired farm laborers and 211 unpaid farm laborers in Plumas County.

Most farmworkers earn relatively low wages, and thus they fall into the extremely low- and very-low-income categories. According to the occupational profile for Plumas County (accessed May 31, 2019, at <https://www.labormarketinfo.edd.ca.gov/>), the ~~current annual~~~~weekly~~ median income ~~for farmworkers is~~ ~~\$96,703~~~~8,780~~. This income falls within the low-income category ~~or below, since many farmworkers are unlikely to work every week of the year.~~

Housing opportunities for migrant farmworkers may include ~~employee housing (i.e., bunkhouses dwelling units or manufactured homes)~~ and other congregate living facilities as well as affordable multifamily or single-family rental units (Housing Element Program 20). Year-round farmworkers typically need affordable rental or ownership housing, which is available in the ~~C~~ounty's existing residential zoning districts.

Homeless Persons

Homeless individuals and families have the most immediate housing need of any special needs group. Their needs are difficult to meet because of the diversity and complexity of the factors that lead to homelessness. California state law requires that housing elements estimate the need for emergency shelter for homeless people.

In 2019, the ~~Northern California~~ Continuum of Care Point-in-Time count identified 1,249 homeless people in Del Norte, Lassen Modoc, Plumas, Shasta, Sierra, and Siskiyou counties, which is a slight decrease of 23 from the 2016 Point-in-Time count, which identified 1,272 homeless. The vast majority (806 people) of the homeless counted in 2019 were unsheltered while only 443 people had access to shelter.

In Plumas County specifically, the Point-in-Time count identified 53 homeless people, or 4 percent of the homeless population counted in the seven-county region—11 had been experiencing chronic homelessness, and 24 were female, though only 5 of the women were unsheltered.

The Plumas Crisis Intervention & Resource Center (PCIRC) offers homeless prevention and rapid re-housing programs, ~~based on an evidence-based Housing First Model, utilizing available annual funding~~ to those experiencing homeless in Plumas County. ~~Program~~ ~~Examples~~ include emergency motel sheltering, mental health transitional housing, Pathways Home (Housing First Model for transitioning offenders)~~housing for transitioning offenders~~, emergency and transitional housing for youth, Ohana House in Quincy (emergency and transitional housing for adults age 18+), and Plumas House transitional sober living housing (transitional sober living environment for men). The Sierra Safe Program in Loyalton (Sierra County) provides emergency shelter through the women's shelter under correct criteria and/or motels.

Plumas County provides emergency shelter service through use of County buildings and facilities. During the Camp Fire disaster in Paradise, Butte County, Plumas County provided temporary emergency shelters in the Chester Memorial Hall, the Quincy Veteran's Hall, and the Plumas-Sierra County Fairgrounds in Quincy.

Additionally, the Plumas County Behavioral Health Department, Sierra County Behavioral Health Department, and the Plumas County Community Development Commission help coordinate local efforts through the Plumas-Sierra Housing Continuum of Care to identify homeless programs funding opportunities—for PCIRC as the primary homeless service provider—and to complete threshold requirement activities for state and federal affordable housing programs for future HCD/US Department of Housing and Urban Development (HUD) funded projects, such as the No Place Like Home program.

Housing Resources and Opportunities

This section includes an evaluation of the availability of land resources, ~~the County's ability to satisfy its share of the region's future housing needs, availability of public facilities (e.g., water and sewer capacity), environmental constraints, and financial resources for future housing development, the County's ability to satisfy its share of the region's future housing needs, and the~~ financial resources available to assist in implementing the County's housing programs. ~~Additionally, this section examines opportunities for energy conservation.~~

Regional Housing Need

The Regional Housing Needs Allocation (RHNA) is a minimum projection of housing units needed to accommodate projected household growth at all income levels by the end of the housing element's statutory planning period.

Table 20 shows the County's regional housing need by income for the projection period beginning December 31, 2018, and ending August 31, 2024.

Table 20: Regional Housing Needs Allocation, 2018–2024⁴⁷

Income Category Group	Total RHNA
Extremely Low	2
Very Low	3
Low	3
Moderate	2
Above Moderate	6
Total	16

Source: Plumas County, July 2019.

Adequate Sites Inventory and Analysis

This section addresses the requirements of California Government Code Sections 65583 and 65583.2 for a parcel-specific inventory of appropriately zoned, available, and suitable sites that can provide realistic opportunities for the provision of housing to all income segments within ~~the community~~unincorporated Plumas County. The County's share of the regional housing need will be met through the identification of available ~~vacant and nonvacant~~ sites that are suitable and appropriately zoned for residential uses.

The County's land inventory was developed using a combination of resources, including the County's GIS (Geographic Information Systems) database, updated assessor's data, aerial mapping, and review of the County's General Plan Land Use Element and Zoning Ordinance. The inventory includes both small and large residentially and nonresidential-zoned parcels that are vacant. The site-by-site inventory is located in ~~the~~ Appendix A. Housing Element Program 1 ensures that the County will annually review the inventory to maintain an adequate supply of land.

Realistic Capacity

The realistic buildout capacity was determined as follows: ~~a~~Aerial surveys were reviewed and site visits were made to determine the proportion of developed versus vacant areas of parcels. The potential for additional development on each parcel was evaluated using utility maps, street maps, and similar information in County files to determine the availability of services that would accommodate future development, and by reviewing Flood Insurance Rate Maps, and County records of geologically and biologically sensitive areas to determine constraints to future development.

The County also considered and evaluated the implementation of its current multifamily development standards to determine approximate density and unit capacity. Realistic capacity for vacant sites was determined by multiplying the number of acres by the maximum density for the site, and then applying 80 percent of that result ~~was used~~ as the final realistic unit number to account for site and regulatory constraints.

Zoning to Accommodate the Development of Housing Affordable to Lower-Income Households

Housing element law requires jurisdictions to provide a requisite analysis showing that zones identified for lower-income households are sufficient to encourage such development. The law provides two options for preparing the analysis: (1) describe market demand and trends, financial feasibility, and recent development experience; or (2) utilize default density standards deemed adequate to meet the appropriate zoning test.

~~Per California Government Code Section 65583.2(c)(3)(B) According to state law, the default density standard for Plumas County, which for purposes of this code section is defined as an unincorporated area in a nonmetropolitan county, is a minimum of 10 dwelling units per acre. Per Government Code Section 65583.2(c)(3)(B), the County's zoning is consistent with the standard of 10 dwelling units per acre for nonmetropolitan/rural jurisdictions and is therefore considered appropriate to accommodate housing for lower-income households.~~

Sites in the County that are zoned to provide for higher density projects and encourage and facilitate the development of housing for lower-income households are in the Multiple-Family Residential Zone (M-R—21.8 units per acre) ~~and~~ associated General Plan land using district designation Multiple-Family Residential, which allows a maximum density of 21.8 dwelling units per acre. Consequently, the County's zoning is consistent with, and in fact exceeds, the minimum default density standard of 10 dwelling units per acre and is therefore considered appropriate to accommodate housing for lower-income households.

Small Site Development

The County is not relying on small vacant M-R sites ~~lets~~ (smaller than a half-acre) to meet a portion of its lower income RHNA, and therefore they those types of parcels do not appear ~~have been removed from in the Appendix A inventory.~~

Meeting the Regional Housing Need

Table 21 compares the Plumas County RHNA for both the 5th and 6th cycle planning periods to the available vacant sites inventory capacity. ~~The~~ The resulting analysis demonstrates that the County has a surplus of vacant sites that have ~~of the realistic development potential to allow the construction of approximately~~ 1,941,912 units available ~~affordable~~ to lower-income households (including extremely low-, very-low-, and low-income households) and 2,803,777 units available ~~affordable~~ to moderate- and above-moderate-income households, for a total vacant sites inventory RHNA surplus of 4,744,689 units.

The Appendix A (Tables A-1 and A-2) provides the characteristics of the high density and lower density available vacant sites for the development of single-family homes and multifamily units, as well as ~~an~~ a ~~adequate~~ sites ~~m~~ maps (Figures A-1 through A-6) that shows the location of each site, by area, including Graeagle and Blairsden, Greenville, Chester and Lake Almanor, La Porte, Delleker and Portola (unincorporated), and Quincy.

Table 21: Comparison of Regional Growth Need and Residential Sites Capacity

<u>Income Category Group</u>	<u>5th Cycle</u> 2014–2019 RHNA	<u>6th Cycle</u> 2018–2024 RHNA	<u>Total</u> <u>Regional</u> <u>Growth Need</u>	<u>Realistic Vacant</u> <u>Residential</u> <u>Sites Capacity</u>	RHNA Surplus
Very Low	12	5	<u>28</u>	1,969,40	1,941,912
Low	8	3			
Moderate	12	2	<u>45</u>	2,848,22	2,803,777
Above Moderate	25	6			
Total	57	16	<u>73</u>	4,817,62	4,744,689

Source: Plumas County, July 2019.

Availability of Public Facilities

The County has prepared an inventory of vacant ~~and underutilized~~ sites (Appendix A) that are suitable for the development of housing for all income levels to meet the RHNA. Part of determining the suitability of the sites is to consider whether water capacity, sewer capacity, and other necessary public facilities including dry utilities will be available to the sites ~~featured~~ in the vacant land inventory during the planning period. A brief discussion of the availability of these facilities follows.

To comply with SB 1087 (Florez, 2005), the County will immediately forward its adopted Housing Element to its water and wastewater providers so they can grant priority for service allocations to proposed developments that include units affordable to lower-income households.

Water and Sewer Capacity

The County does not directly provide water and sewer; these services are provided by independent special districts. The Multiple-Family Residential (M-R) zones property is ~~are~~, for the most part, located within areas where sufficient water, sewer, and electrical services are provided because that is a requirement of the General plan land use designations. Housing Element Program 24 supports the County's cooperation with PCCDC and special districts when seeking funding for water and sewer infrastructure repairs, upgrades, and new facilities.

All M-R sites included in the sites inventory have water and sewer capacity. The following list includes the special districts that provide water and sewer services to residential properties, including M-R zoned properties, in the unincorporated area of Plumas County. Sufficient total existing water and sewer capacity is available to accommodate the identified residential capacity, including on M-R zoned sites, in the American Valley Community Service District (CSD) and Grizzly Lake CSD. As a result, sufficient total water and sewer capacity is available to accommodate the regional housing need for all income groups. Additional new community sewer capacity is planned for the Graeagle Land and Water Company service area, including M-R zoned sites.

Special Districts

- o Chester Public Utility District (PUD)
 - o Water system has sufficient capacity
 - o Sewer system may need upgrade
 - o Walker Ranch CSD
 - o Water system more than sufficient capacity
 - o Sewage disposal capacity unclear
 - o Hamilton Branch CSD
 - o Water system has sufficient capacity
 - o No community sewage disposal system
 - o Indian Valley CSD
 - o Water and sewer capacity is unknown
 - o American Valley CSD
 - o Water system has sufficient capacity
 - o Sewage system has sufficient capacity
 - o Graeagle Land and Water Company
 - o Water system has sufficient capacity
 - o Plans to build new community sewage disposal system are underway
 - o West Almanor CSD
 - o Water system is a mutual water company
 - o No community sewage disposal system
 - o Grizzly Lake Resort Improvement CSD Community Services District
 - o Water system has sufficient capacity
 - o Sewage system has sufficient capacity
 - o Plumas Eureka CSD
 - o Water system has sufficient capacity
 - o Sewage system has sufficient capacity
 - o Clio PUD
 - o Water system capacity is unknown
 - o No community sewage disposal system

Electricity and Other Dry Utilities

Dry utilities, including ~~refuse collection~~ electricity, ~~and telephone, cable, and internet~~ service are available to most areas within the County. At this time, electricity is available through Liberty Energy, Plumas-Sierra Rural Electric Cooperative, and Pacific Gas and Electric Company (PG&E). The extension of power to service new residential developments has not been identified as a constraint. Outlying areas, outside of established communities,~~are~~ may not be served.

Dry utility sServices providers are as follows:

- ~~Refuse Collection~~ Intermountain Disposal and Feather River Disposal/Waste Management
- Electricity Liberty Energy, Plumas-Sierra Rural Electric Cooperative, PG&E
- Telephone AT&T and Frontier Communications
- Internet Plumas-Sierra Rural Electric Cooperative, AT&T, DigitalPath

Environmental Constraints

The majority of sites included in the sites inventory (Appendix A) are in existing communities, such as Graeagle, Greenville, Chester and Lake Almanor, Delleker and Portola (unincorporated), and Quincy, where infrastructure is in place (e.g., the availability of water and sewer, roadways, drainage) and most geographic or environmental constraints, such as topography, the presence of wetlands, or soils issues, are minimal. Although some sites in the unincorporated areas of the County fall within a Federal Emergency Management Agency (FEMA) floodplain (Tables A-1 and A-2), these issues will be mitigated with future development projects.

The FEMA Flood Insurance Rate Maps (FIRM) describe the following two types of Special Flood Hazard Areas (SFHA) present in the County. SFHA are defined as the area that will be inundated by the flood event having a 1.0% chance of being equaled or exceeded in any given year. The 1.0% annual chance flood is also referred to as the base flood or 100-year flood.

- Zone A: No base flood elevation determined.
- Zone AE: Base flood elevations determined.

Areas on a FEMA FIRM in the County outside the SFHAs include:

- Shaded Zone X: Areas determined to be within the 0.2% (500-year) annual chance floodplain.
- Unshaded Zone X: Areas determined to be outside the 0.2% (500-year) annual chance floodplain.

Lastly, Zone D areas are where there are possible, but undetermined flood hazards, as no analysis of flood hazards has been conducted.

Financial Resources

Efforts by the County to assist in the development, rehabilitation, and conservation/preservation of affordable housing would utilize organizational, agency, and other financial resources. The following programs include local, state, and federal housing programs that are valuable resources in assisting in the development of affordable housing, conservation of housing stock, the preservation of at-risk housing, and for housing rehabilitation, are as follows, and described under this section:

- Home Investment Partnerships Program
- Housing Choice Voucher (Section 8) Program
- Community Development Block Grant
- Section 202 and Section 108 Loan Guarantees
- Community Reinvestment Act
- Low-Income Housing Tax Credit Program
- Acquisition/Rehabilitation Program
- Affordable Housing Programs
- Urban Predevelopment Loan Program
- Multifamily Housing Program

Additionally, Housing Element Program 3 supports assessing the feasibility of an Affordable Housing Trust Fund to be used for the development of affordable housing in the County, Program 12 speaks to the development of a first-time homebuyer program, and Program 14 seeks to reinstate a Housing Rehabilitation Program to provide down payment assistance and rehabilitation services for lower income households.

Further, Housing Element Program 13 addresses the State law requirement that jurisdictions preserve publicly assisted affordable housing projects at risk. With that said, as of July 2019 there are no affordable units in Plumas County at risk of converting to market-rate housing.

Home Investment Partnerships Program

The Home Investment Partnerships Program (HOME) was created under the Cranston Gonzalez National Affordable Housing Act enacted in November 1990. HOME funds are awarded annually as formula grants to participating jurisdictions. HUD establishes Home Investment Trust Funds for each grantee, providing a line of credit that the jurisdiction may draw upon as needed. The program's flexibility allows states and local governments to use HOME funds for grants, direct loans, loan guarantees, or other forms of credit enhancement, or for rental assistance or security deposits.

Participating jurisdictions may choose from a broad range of eligible activities, using HOME funds to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers, to build or rehabilitate housing for rent or ownership, or for "other reasonable and necessary expenses related to the development of non-luxury housing," including site acquisition or improvement, demolition of dilapidated housing to make way for HOME-assisted development, and payment of relocation expenses. Also, participating jurisdictions may use HOME funds to provide tenant-based rental assistance contracts of up to two years if such activity is consistent with their consolidated plan and justified under local market conditions.

Public Housing Authority

The local Public Housing Authority (PHA) is operated by ~~the Community Development Commission (PCCDC) of Mendocino County~~, which, as the housing authority for the county, manages housing and community development activities, including ~~conventional housing or low rent public housing~~ affordable rental housing opportunities and the Housing Choice Voucher (Section 8) program.

The ~~conventional housing program~~ affordable rental housing opportunities for families, seniors, and the disabled in Plumas County are funded in partnership by HUD and USDA and include ~~involves five~~ housing developments for a total of 209 units that are owned, managed, and maintained by the PCCDC, as follows:-

- Valley Heights (Quincy) – 47 units for families and seniors (USDA)
- Green Meadows (Greenville) – 47 units for families and seniors (HUD)
- Pine Meadows (Chester) – 16 units for families (USDA)
- Sierra Meadows (Chester) – 49 units for families and seniors (HUD)
- Wildwood Village (Chester) – 50 units for seniors and the disabled (USDA)

The Housing Choice Voucher program involves a tenant-based rental subsidy administered by the agency. Qualified families are selected and certified from a waiting list. A qualified family can use the certificate at any decent, sanitary, and safe housing unit (single family or multifamily) that accepts the certificates. The tenant's portion of the rent is based on 30 percent of the adjusted family gross income. The housing authority subsidizes the difference between the tenant's portion and the contract rent. However, fair market rents restrict the actual contract rent as determined by the US Department of Housing and Urban Development. The Housing Choice Voucher program is similar to the certificate program, except the tenant's housing contract rent is not restricted by fair market rents. In total for Plumas, Lassen, Tehama, and Sierra counties, there are 632 Housing Choice Vouchers assigned. Currently As of July 2019, there were 170 active housing vouchers in Plumas County and 370 persons on the Plumas County waitlist. Housing Element Program 23 supports the continued management of the Housing Choice Voucher Program by PCCDC.

Housing Element Program 16 supports fair housing practices and PCCDC will continue to provide notice and educational materials on fair housing rights and equal housing opportunity to residents of Plumas County through the CDC's housing programs and Section 8 applications.

Community Development Block Grant

The US Department of Housing and Urban Development awards Community Development Block Grants (CDBG) annually to entitlement jurisdictions and states for general activities, including housing, and economic development activities. HUD also offers various other programs that can be used by the County, nonprofit, and for-profit agencies for the preservation of low-income housing units such as Section 202 and Section 108 loan guarantees. Housing Element Program 25 supports PCCDC applying for CDBG program funding.

Community Reinvestment Act

The Community Reinvestment Act (CRA), enacted by Congress in 1977, is intended to encourage depository institutions to help meet the credit needs of the communities in which they operate, including low- and moderate-income neighborhoods, consistent with safe and sound banking operations. The CRA requires the period evaluation of each insured depository institution's record in helping meet the credit needs of its entire

community. That record is taken into account in considering an institution's application for deposit facilities, including mergers and acquisitions.

Low-Income Housing Tax Credit Program

In 1986, Congress created the Low-Income Housing Tax Credit (LIHTC) to encourage private investment in the acquisition, rehabilitation, and construction of low-income rental housing. Because high housing costs in California make it difficult, even with federal credits, to produce affordable rental housing, the California Legislature created a state program to supplement the federal credit.

The state credit is essentially identical to the federal credit. The Tax Credit Allocation Committee allocates both, and state credits are only available to projects receiving federal credits. Twenty percent of federal credits are reserved for rural areas; ten percent are reserved for nonprofit sponsors. To compete for the credit, rental housing developments must reserve units at affordable rents to households at or below a percentage of area median income.

The federal tax credit provides a subsidy over 10 years toward the cost of producing a unit. Developers sell these tax benefits to investors for their present market value to provide upfront capital to build the units. Credits can be used to fund the hard and soft costs (excluding land costs) of the acquisition, rehabilitation, or new construction of rental housing. Projects not receiving other federal subsidy receive a federal credit of 9 percent per year for ten years and a state credit of 30 percent over four years (high cost areas and qualified census tracts get increased federal credits). Projects with a federal subsidy receive a 4 percent federal credit each year for ten years and a 13 percent state credit over four years.

California Housing Finance Agency

The California Housing Finance Agency (CHFA) offers permanent financing for acquisition and rehabilitation to for-profit, nonprofit, and public agency developers seeking to preserve at-risk housing units. In addition, the CHFA offers low interest predevelopment loans to nonprofit sponsors through its acquisition/rehabilitation program.

Federal Home Loan Bank System

The Federal Home Loan Bank System facilitates Affordable Housing Programs (AHP), which subsidize the interest rates for affordable housing. The San Francisco Federal Home Loan Bank District provides local service within California. Interest rate subsidies under the AHP can be used to finance the purchase, construction, and/or rehabilitation of rental housing. Very low-income households must occupy at least 20 percent of the units for the useful life of the housing or the mortgage term.

California Department of Housing and Community Development

HCD conducts the Urban Predevelopment Loan Program, which provides funds to pay the initial costs of preserving existing affordable housing developments for their existing tenants. Priority is given to applications with matching financing from local agencies or federal programs. HCD also conducts the acquisition and rehabilitation component of the Multi-family Housing Program to acquire and rehabilitate existing affordable rental housing. Priority is given to projects currently subject to regulatory restrictions that may be terminated. Assistance is provided through low interest construction and permanent loans. Eligible applicants include local government agencies, private nonprofit organizations, and for-profit organizations.

Constraints on the Development of Housing

Various interrelated factors can constrain the ability of the private and public sectors to provide adequate housing and meet the housing needs for all economic segments of the community. These factors can be divided into two categories: (1) governmental constraints and (2) nongovernmental constraints. Governmental constraints consist of land use controls, development standards, processing fees, development impact fees, code enforcement, site improvement costs, development permit and approval processing, and provision for a variety of housing. Nongovernmental constraints consist of land availability, the environment, vacancy rates, land cost, construction costs, and availability of financing.

Governmental Constraints

Governmental constraints are policies, standards, requirements, or actions imposed by the various levels of government upon land and housing ownership and development. Although federal and state agencies play a role in the imposition of governmental constraints, these agencies are beyond the influence of local government and are therefore not addressed in this document Housing Element.

Zoning Standards

Table 22 presents the County's development standards, which are applied to all new residential developments.

Table 22: Development Standards

Zone District	Maximum Bldg. Height ¹	Lot Width	Minimum Yard Setback				Min. Lot Area (sq.ft.)	Lot Area per unit (sq.ft.)	Min.-Open Space (sq.ft.)/Maximum Lot Coverage
			Front	Side <u>Parcels < 1 acre</u>	Side <u>Parcels > 1 acre</u>	Rear <u>Parcels < 1 acre</u>	Rear <u>Parcels > 1 acre</u>		
2-R	35 ft	60 ft	20 ft	5 ft/story	30 ft	5 ft/story 30 ft	30 ft 5 ft/story	21,780.00	50%
3-R	35 ft	60 ft	20 ft	5 ft/story	30 ft	5 ft/story 30 ft	30 ft 5 ft/story	14,520.00	50%
7-R	35 ft	60 ft	20 ft	5 ft/story	30 ft	5 ft/story 30 ft	30 ft 5 ft/story	6,223.00	50%
M-R	35 ft	60 ft	20 ft	5 ft/story	30 ft	5 ft/story 30 ft	30 ft 5 ft/story	1,998.00	50%
S-1	35 ft	120 ft	20 ft	5 ft/story	30 ft	5 ft/story 30 ft	30 ft 5 ft/story	43,560.00	-
S-3	35 ft	150 ft	20 ft	5 ft/story	30 ft	5 ft/story 30 ft	30 ft 5 ft/story	130,680.00	-
R-10	35 ft	300 ft	20 ft	5 ft/story	30 ft	5 ft/story 30 ft	30 ft 5 ft/story	435,600.00	-
R-20	35 ft	300 ft	20 ft	5 ft/story	30 ft	5 ft/story 30 ft	30 ft 5 ft/story	871,200.00	-
AP	35 ft	N/A	20 ft	5 ft/story	30 ft	5 ft/story 30 ft	30 ft 5 ft/story	3,484,800.00	-
GA	35 ft	300 ft	20 ft	5 ft/story	30 ft	5 ft/story 30 ft	30 ft 5 ft/story	1,742,400.00	-
MH ²	1	1	1	1	1	1	1	1	1

Source: Plumas County Code, Title 9, Planning & Zoning, enacted June 19, 2018.

¹ As required by the primary zoning in which the MH (Manufactured Home Combining Zone) zoning is combined.

² Height limit only, does not apply to number of stories.

Parking Standards

The County's parking requirements vary according to the type of dwelling unit, as shown in Table 23.

Table 23: Residential Parking Standards

Type of Residential Development	Required Parking (covered or uncovered)
Single Family	Two parking spaces
Multifamily	
One bedroom or studio	Two parking spaces
Two bedrooms	Two parking spaces
Three or more bedrooms	Two parking spaces
Second Dwelling Unit	One parking space
Mobile Home Parks	Two parking spaces per dwelling unit

Source: Plumas County Zoning Ordinance, amended 1991.

Provisions for a Variety of Housing

Housing element law specifies that jurisdictions must identify adequate sites to be made available through appropriate zoning and development standards to encourage the development of various types of housing for all economic segments of the population. This includes single-family housing, multifamily housing, manufactured housing, residential care facilities, SROs (Housing Element Program 21), mobile homes, employee housing, ADUs, emergency shelters, and transitional and supportive housing and navigation centers. Table 24 summarizes the residential uses permitted, not permitted, and those that require a special use permit by zoning district housing types.

Table 24: Housing Types Permitted by Zoning District

Residential Use	Zone										
	2-R	3-R	7-R	M-R	S-1	S-3	R-10	R-20	AP	GA	MH ¹
Single-Family — Detached	P	P	P	P	P	P	P	P	P	P	
Single-Family — Attached	-	-	-	P	-	-	-	-	-	-	
2-4 Dwelling Units	P	P	P	P	P	P	P	P	-	P	
5+ Dwelling Units	-	-	-	P	-	-	-	-	-	-	
Residential Care ≤ 6P	P	P	P	P	P	P	P	P	-	-	
Residential Care > 6P	S	S	S	S	S	S	S	S	-	-	
Emergency Shelter	P	P	P	P	P	P	P	P	P	P	
Single-Room Occupancy ³	-	-	-	S	-	-	-	-	-	-	
Manufactured Homes	P	P	P	P	P	P	P	P	P	P	
Mobile Homes	P	P	P	P	P	P	P	P	P	P	
Transitional Housing	P	P	P	P	P	P	P	P	P	P	
Farmerworker-Employee Housing	P	P	P	P	P	P	P	P	P	P	
Supportive Housing	P	P	P	P	P	P	P	P	P	P	
Accessory Dwelling Units ^{2,6}	P	P	P	P	P	P	P	P	P	P	
Navigation Centers	P	P	P	P	P	P	P	P	P	P	

Source: Plumas County Code, Title 9 – Planning and Zoning, 2019

¹ As required by the primary zoning in which the MH (Manufactured Home Combining Zone) zoning is combined.

² See Program 22 – County to amend the Zoning Ordinance to allow emergency shelters as a permitted use in the M-R zone.

³ Defined as “Rooming Facility” in Plumas County Code.

⁴ See Program 9 – County to amend the Zoning Ordinance: 1) to define and consider transitional and supportive housing a residential use permitted by right in all zones that permit residential uses, 2) to allow supportive housing as a permitted use in zones where multifamily and mixed use is permitted, including nonresidential zones permitting multifamily uses, and 3) to allow Low Barrier Navigation Centers pursuant to Government Code Section 65668 (AB 101, Weiner, 2019).

⁵ Defined as “Additional Quarters” and “Guest Houses” in Plumas County Code.

⁶ See Program 10 – County to review and revise, as needed, the Zoning Ordinance to define and permit ADUs in compliance with state law.

“P” = Permitted

“S” = Special Use Permit

“-” = Not Permitted

Emergency Shelters and Transitional and Supportive Housing

SB 2 (Cedillo, 2007) requires every jurisdictions in the state of California to allow for emergency shelters and transitional and supportive housing.

The California Health and Safety Code (Section 50801) defines an emergency shelter as “housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or households may be denied emergency shelter because of an inability to pay.” Transitional housing is a type of supportive housing used to facilitate the movement of people experiencing homelessness into permanent housing. A person experiencing homelessness may live in a transitional apartment for a predetermined period of time, however not less than six months while receiving supportive services that enable independent living. Supportive housing is permanent rental housing linked to a range of support services designed to enable residents to maintain stable housing and lead fuller lives.

Senate Bill 2 (Cedillo, 2007) requires jurisdictions to allow emergency shelters and transitional housing without a conditional use permit. The County must identify a zone or zones where emergency shelters will be allowed as a permitted use without a conditional use permit or other discretionary permit. The zone or zones identified must have land available to accommodate an emergency shelter.

The County commits to reviewing and revising, as necessary, its Zoning Ordinance to define and consider transitional and supportive housing a residential use permitted by right in all zones that permit residential uses, subject to only those restrictions that apply to residential uses of the same type in the same zone (Government Code Section 65583(a)(5)) through implementation of Program 9 and pursuant to SB 2. Further, in an effort to comply with AB 2162 (Chiu, 2018), the County will amend the Zoning Ordinance to allow supportive housing as a permitted use in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses.

Pursuant to SB 2, the County must identify a zone or zones where emergency shelters are allowed as a permitted use without a conditional use permit or other discretionary permit. The zone or zones identified must have land available to accommodate an emergency shelter.

The County commits to allowings emergency shelters as a permitted use in the Multiple-Family Residential (M-R) zone any residential zone without a conditional use permit or other discretionary review through implementation of Program 22. Emergency shelters will not be subject to additional development standards, processing, or regulatory requirements beyond what applies to residential development in the M-R zone. Further, as part of Program 22, The County however, has not adopted managerial standards relating to lighting, on-site management, maximum number of persons, off-street parking, security, etc., consistent with Government Code Section 65583(a)(4) the County will evaluate adopting development and managerial standards that are consistent with California Government Code Section 65583(a)(4). These standards may include such items as lighting, on-site management, maximum number of beds or persons to be served nightly by the facility, off-street parking based on demonstrated need, and security during hours that the emergency shelter is in operation.

In 2019, the NorCal Continuum of Care Point-in-Time count identified 53 homeless people in Plumas County. Plumas County's strategy for allowing the opportunity for the development of a year-round emergency shelter is primarily to provide suitable sites that are in close proximity to retail services; public transportation; medical facilities; employment opportunities; and have access to water, sewer, and other utilities. The appendix reflects all residential sites that could accommodate the development of a homeless shelter.

The majority, if not all sites are in close proximity to services and have access to water, sewer, and other utilities. The number of acres required to accommodate the unmet need of approximately 53 homeless individuals in a year-round emergency shelter was determined based on the average density (i.e., persons per acre) of temporary shelter facilities in Plumas County. Based on this analysis, the County has concluded that in order to meet the overall capacity needs of the potential 53 individuals requiring shelter in Plumas County, a site of not less than 1.5 acres is needed to develop an adequate shelter to meet the anticipated need. Appendix A, Table A-1, reflects M-R sites that are of sufficient size and could accommodate the development of an emergency shelter facility.

Housing for Persons with Disabilities

In compliance with SB 520 (Chesbro, 2001), a complete evaluation of the County's zoning laws, practices, and policies was conducted and done as a part of the Housing Element update process. No no constraints to housing development for persons with disabilities was were found at that time, with the exception of providing for a reasonable accommodation procedure in the County's Zoning Ordinance.

- **Reasonable accommodations.** The County's Zoning Ordinance does not have a reasonable accommodation procedure but has included Program 8 to come into compliance with SB 520.
- **Separation requirements.** The County's Zoning Ordinance does not impose any separation requirements between residential care facilities.
- **Site planning requirements.** The site planning requirements for residential care facilities are no different than for other residential uses in the same zone.
- **Definition of family.** The County's current definition of family under the Plumas County Code Section 9-2.232 (Family) is consistent with current housing law states "Family" shall mean "a person or persons living as an economic unit." Program 8 of the Housing Element directs the County to review and revise, as necessary, the Zoning Ordinance to ensure the County's definition of "Family" is consistent with federal and state fair housing laws and is not a constraint on the development of housing for persons with disabilities.

Accessory Dwelling Units

An accessory dwelling unit or "ADU" is a secondary dwelling unit with complete independent living facilities for one or more persons and can generally take three forms:

- Detached: the unit is separated from the primary residential structure
- Attached: the unit is attached to the primary residential structure
- Repurposed Existing Space: attached or detached space (e.g., garage) converted into an independent living unit

An ADU provides complete independent living facilities for one or more persons and includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated (GC 65852.2(i)(4)). It also includes an efficiency unit (See Health and Safety Code Section 17958.1) and a manufactured home (See Health and Safety Code Section 18007).

Assembly Bill (AB) 1866 (Wright, 2002) requires local governments to use a ministerial process for considering second-unit applications for the purpose of facilitating the production of affordable housing. To comply with state law, the County has included Program 10, which commits to reviewing the Zoning Ordinance and revising,

as needed, to define and permit ADUs in compliance with state law, including also addressing AB 2299 (Bloom, 2016) and SB 1069 (Wieckowski, 2016). See Table 24 for how “ADUs” are defined and permitted in the Plumas County Code.

Local Processing and Permit Procedures

Shown in Table 25 are the typical permit processing times for residential development.

Table 25: Typical County Permit Process and Timelines

Project Type	Approving Body	Timeline
Ministerial Review	Planning and Building Services	2 to 3 weeks
Conditional Use Permit	Zoning Administrator	3 to 6 months
Zone Change	Board of Supervisors	6 months
General Plan Amendment	Board of Supervisors	6 months to 1 year
Site Plan Review	Planning and Building Services	2 to 3 weeks
Architectural/Design Review	Community Design Review Committee	3 to 4 weeks
Tract Maps	Zoning Administrator	6 months to 1 year
Parcel Maps	Zoning Administrator	4 to 6 months
CEQA – Negative Declaration	Zoning Administrator/Board of Supervisors ZA/BOS	6 months to 1 year
CEQA – EIR	Zoning Administrator/Board of Supervisors ZA/BOS	1 to 2 years

Source: Plumas County, 2019.

Shown in Table 26 are the typical processing procedures for residential development.

Table 26 Typical Processing Procedures by Project Type

	Single-Family Unit	Subdivision	Multifamily < 5 Units	Multifamily Units ≥ 5 Units or More
Typical Approval Requirements	Site Plan	Tentative Map Review (including approval by Zoning Administrator)	Site Plan	Site Plan
	—	—	Design Review	Design Review
	—	—	—	—
Est. Total Processing Time	1 week	9 months	3 weeks	3 to 6 weeks

Source: Plumas County, 2019.

Housing Element Program 4 ensures that the County will continually seek to improve development review and permit processing times and procedures to minimize the time required for review and project approval.

Typical Densities for Development

Plumas County is a rural county with diverse small communities that has not experienced significant housing development since the economic recession of 2008-09. Densities vary widely depending on infrastructure availability in different communities. However, where public water and sewage disposal is available, the typical

density for development in the past has been approximately three dwelling units per acre. Outside of community areas, rural residential densities are typically five to ten acres per dwelling unit. Multifamily densities in community areas are typically seven to ten units per acre.

Length of Time Between Application Approval and Building Permit Issuance

The length of time to obtain building permits from the subdivision approval stage, is largely dependent on the urgency of the developer. The typical timeframe from entitlement approval to obtaining building permits is 3 to 6 weeks depending upon the complexity of the project.

Design Guidelines

The County ~~does have~~ implements individual design (architectural review) guidelines in the communities of Quincy, Chester, Johnsville, and LaPorte. These design guidelines do not constrain the development of housing, but rather provide more specificity and guidance. [For more information on the design review guidelines, visit the County's Planning Department Design Review Areas webpage.](#)

Quincy Design Review Guidelines: The Quincy Design Review Guidelines only apply to the areas in Quincy that have the Special Plan Design Review Area (SP-DRA) ~~zoning~~. A map showing the parcels ~~where that~~ the guidelines apply ~~is to be~~ included on page 7 of the Quincy Design Review Guidelines PDF. The parcels that are zoned M-R (Multiple-Family Residential) and ~~have the combining zone~~ SP-DRA are limited in Quincy. The guidelines ~~pertain to are for~~ new construction, exterior modifications, commercial landscapes, and signage, ~~which that~~ are in the Design Review Area and visible from the street. The guidelines include voluntary and mandatory requirements. ~~(i.e., goals are voluntary and guidelines are mandatory, but the guidelines may have exceptions granted based on the circumstances or if the project will provide a greater public benefit-).~~

The guidelines apply to commercial and residential structures. Commercial structure guidelines address building height, building width, building setback, proportion of openings, horizontal rhythms, roof form, architectural style, building materials, color, awnings/sidewalk coverings, roof projections, and maintenance of vacant buildings. The residential guidelines include the review of building height, architectural style, building materials, color, and awnings. The guidelines also apply to signs and streetscapes/landscapes.

Chester Design Review Guidelines: The Chester Design Review Guidelines apply to the areas along Highway 36 (Main Street) on parcels that have the SP-DRA ~~zoning~~. A map showing these parcels ~~where the guidelines apply~~ is ~~included~~ on page 6 of the Chester Design Review Guidelines PDF. The parcels that are zoned M-R (Multiple-Family Residential) and ~~have the combining zone~~ SP-DRA are limited (approximately 6 parcels). The Chester Design Review Guidelines are structured like the Quincy Design Review Guidelines. The guidelines include commercial and residential structure guidelines as well as guidelines for signs and streetscapes/landscapes.

The guidelines apply to new construction, exterior modifications, commercial landscapes, and signage, ~~which that~~ are within the Design Review Area and visible from the street. The commercial structure requirements address building height, building width, building setback, building orientation, horizontal rhythms, roof form, architectural style, building materials, color, awnings/sidewalk coverings, roof projections, and maintenance of vacant buildings. The residential guidelines entail the review of building height, architectural style, building materials, color, and awnings.

Johnsville Design Review Guidelines (Style Book): The Johnsville Design Review Guidelines, ~~also known as the Style Book~~, ~~only~~ apply to the ~~entire~~ historic ~~small~~ town of Johnsville. ~~Johnsville doesn't have any parcels zoned M-R. The style book includes~~ guidelines related to maintaining the historic nature of the architecture, exterior siding, foundations, roofing, exterior finish, and optional materials.

La Porte and Little Grass Valley Design Review Guidelines: The La Porte Design Review Guidelines are like the Johnsville Design Review Guidelines. The guidelines apply to the historic town of La Porte, which doesn't contain any parcels zoned M-R. Page 2 of the guidelines shows a map of the parcels area where the guidelines apply in the small town of La Porte.

The Little Grass Valley guidelines state that they apply to any lots in the vicinity of the lake that is zoned "R-CCR" (Commercial-Recreation Commercial)." in Little Grass Valley, but there are currently no such parcels in the vicinity of the lake. The guidelines apply to all exterior building activities for commercial and residential structures, except painting. Guidelines are included for signs, fencing, and buildings (design, materials, and windows).

Planning and Building Permit Fees

Total development costs are similar for both single and multifamily developments. **Table 27** shows the current 2017–2018 planning fees.

Table 27: Planning Fees (2017-2018)

Fee Category	Fee Amount	
	Single-Family	Multifamily
Planning Applications or Permits		
Variance	\$1,167.00	\$1,167.00
Special Use Permit	\$1,220.00	\$1,220.00
Special Use Permit Amendment	\$677.00	\$677.00
General Plan Amendment	\$1,658.00	\$1,658.00
Zone Change	\$1,320.00	\$1,320.00
Technical Report Review (Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies, and Geotechnical Reports)	\$1,000 deposit billed at \$77.54/hr. (Public Works) and \$500 deposit billed at \$75.57/hr. (Engineering)	\$1,000 deposit billed at \$77.54/hr. (Public Works) and \$500 deposit billed at \$75.57/hr. (Engineering)
Planned Development Permit (without Tentative Map)	\$2,144 + \$125/lot	\$2,144 + \$125/lot
Planned Development Permit (with Tentative Map)	\$1,571.00	\$1,572.00
Specific Plan	-	-
Development Agreement	\$3186 + \$1,000 deposit billed at \$77.54/hr. (Public Works) + \$1,000 deposit billed at \$75.57/hr. (Engineering)	\$3186 + \$1,000 deposit billed at \$77.54/hr. (Public Works) + \$1,000 deposit billed at \$75.57/hr. (Engineering)
Development Agreement Amendment	\$1,672 + \$1,000 deposit billed at \$77.54/hr. (Public Works) + \$1,000 deposit billed at \$75.57/hr. (Engineering)	\$1,672 + \$1,000 deposit billed at \$77.54/hr. (Public Works) + \$1,000 deposit billed at \$75.57/hr. (Engineering)
Site Development Permit	\$1,327	\$1,327
Modification of Development Standards	\$1,509 + \$25/lot	\$1,509 + \$25/lot

Fee Category	Fee Amount	
Fire Safe Driveway Review (Engineering Dept.)	\$151	\$151
Subdivision Fees or Applications	Single-Family	Multifamily
Certificate of Compliance	\$1,009	\$1,010
Lot Line Adjustment	\$1,120 + \$62/lot	\$1,120 + \$62/lot
Owner Initiated Merger	\$202	\$202
Tentative Map	\$2,010 + \$409/lot	\$2,010 + \$409/lot
Parcel Map Check (Engineering Dept.)	\$1,128	\$1,128
Parcel Map Check per parcel fee (Engineering Dept.)	\$75	\$75
Subdivision Map Check (Engineering Dept.)	\$2,364	\$2,364
Subdivision Map Check per lot fee (Engineering Dept.)	\$75	\$75
Tentative Tract Map	-	-
Final Parcel Map	-	-
Vesting Tentative Map	-	-
Reconsideration of Tentative Map	1/2 current fee + \$25	1/2 current fee + \$25
Extension of Time (to record final map)	\$386	\$386
Reversion to Acreage	\$689	\$689
Modification of Recorded Map by Amendment of Recorded Map	\$1,233 + \$50/map	\$1,233 + \$50/map
Modification of Recorded Map by Certificate of Correction	\$1,082 + \$50/map	\$1,082 + \$50/map
Inspection Fee (for the Construction Phase of Improvement Plans) (Engineering Dept.)	\$250 + \$5,000 deposit billed at \$75.57/hr.	\$250 + \$5,000 deposit billed at \$75.57/hr.
Record of Survey Check (Engineering Dept.)	\$507	\$507
Environmental Review	Single-Family	Multifamily
Initial Study	-	-
Environmental Impact Report (Prepared by Consultant)	\$6,857 + 5.41% of EIR cost paid by developer	\$6,857 + 5.41% of EIR cost paid by developer
Environmental Impact Report (Prepared by Planning Department)	\$3,426 + \$89/hr.	\$3,426 + \$89/hr.
Negative Declaration (Prepared by Consultant)	\$5,050 + 5.41% of the Negative Declaration cost paid to consultant	\$5,050 + 5.41% of the Negative Declaration cost paid to consultant
Negative Declaration (Prepared by Planning Department)	\$2,772 + \$101/hr.	\$2,772 + \$101/hr.

Fee Category	Fee Amount	
Mitigated Negative Declaration (Prepared by Consultant)	\$5,050 + 5.41% of the Negative Declaration cost paid to consultant	\$5,050 + 5.41% of the Negative Declaration cost paid to consultant
Mitigated Negative Declaration (Prepared by Planning Department)	\$2,772 + \$101/hr.	\$2,772 + \$101/hr.
Impact Fees for Service	Single-Family	Multifamily
Water and Sewer	By Community Services District	By Community Services District
Sewer Hook-up	By Community Services District	By Community Services District

Source: Plumas County Planning and Building Services Fee Schedule, 2017-2018-2019.

Development Fees

Plumas County estimates the total building permit fees for a 2,150 square foot single-family home, including an attached 800 square foot garage, 200 square foot covered porch, 400 square foot covered patio, and 600 square foot deck is \$6,808.80. Based on typical single-family construction development costs in Plumas County, the overall estimated proportion of development costs (\$322,500) to building permit fees (\$6,808.80) is roughly 2 percent.

Based on a 10-unit multi-family apartment complex, with each unit being a one-bedroom 600 square foot space with a 40 square foot covered porch and a 200 square foot carport garage space, the County estimates the total building permit fees at \$2,709.86 per unit or a total of \$27,098.60 for the development. With typical multi-family construction development costs in Plumas County, the overall estimated proportion of development costs (\$810,000) to building permit fees (\$27,098.60) is roughly 3 percent.

The County does not have development impact fees.

Building and Code Enforcement

Building Standards

Plumas County has adopted:

- 2007 and all subsequent editions (2016) of the California Building Code
- 2006 International Building Code
- 2007 and all subsequent editions of the California Electrical Code (2016)
- State Housing Law (California Health and Safety Code §§ 17910 et seq; California Code of Regulations, Title 25, Div. 1, Ch. 1, Subchapter 1) and subsequent amendments
- 2007 and all subsequent editions of the California Mechanical Code (2016)
- 2007 and all subsequent editions of the California Plumbing Code (2016)
- 2007 and all subsequent editions of the California Fire Code (2016)

No local amendments have been made. The ordinance is worded so that new State-adopted revised codes are locally adopted without the need to amend the ordinance every three years when the new codes come out.

These standards include the Wildland Urban Interface (WUI) Building Standards, which are applicable in High Fire Hazard Severity Zones and Very High Fire Hazard Severity Zones. The County has also adopted local certified SRA (State Responsibility Areas) FireSafe regulations in lieu of the state regulations.

Code Enforcement

The Plumas County Code Enforcement Department and Building Department views code enforcement as the means to ensure safe and uniform construction practices critical to providing decent, suitable shelter for all economic segments of the community, and to safeguard the general health, safety, and welfare of the community. The majority of citizens recognize the importance of voluntary compliance with the County Code; however, to protect citizens from those who disobey County codes, codes must be enforced. Most code violations do not fall under the jurisdiction of the Sheriff's Department; therefore, a Code Enforcement Department was established by the County Board of Supervisors to delegate this responsibility.

Alleged violations come to the attention of Code Enforcement through the public, community groups, other agencies and Board of Supervisors referrals. Code Enforcement is primarily a complaint-driven process with the sole purpose of maintaining established norms and standards for the community. Complaints should be filed with the Code Enforcement Officer when someone feels there is a violation of any one of the following:

- Zoning Ordinance
- Building Codes
- Environmental Health & Safety Regulations

Code enforcement also enforces the California Penal Code including sections 373(a), 374.4, and 402b; California Health and Safety Code sections such as 17920.3 involving substandard buildings, and various vehicle code sections involving abandon vehicles.

The Code Enforcement Department's Operating Principles include the following:

- Compliance is our goal; enforcement is to be used after other options have failed.
- Respond to enforcement concerns in accordance with established priorities.
- Assist the owner or tenant through the permit process, where this approach achieves compliance.
- Allow the owner/tenant a reasonable amount of time to resolve a violation.
- Creating a homeless situation is to be avoided whenever possible.

An Investigative Service Request Form or Complaint Form (found on the County's website at <https://www.plumascounty.us/79/Code-Enforcement>) is mandatory before a complaint is accepted and processed for investigation. Therefore, e

Enforcement of the Building Code is not viewed as an obstacle to the provision of affordable housing in the County. Housing Element Program 15 ensures compliance with County codes through the County's code enforcement practices.

On- and Off-Site Improvements

Site improvement costs include the cost of providing access to the site, clearing the site, and grading ~~the pad area~~. In the case of a subdivision, such costs may also include ~~other major~~ improvements such as building roads and installing sewer, water, and other utilities. Residential subdivision projects require street widths as follows:

- Total right-of-way for a typical multifamily subdivision is 60 to 78 feet wide, with a surfaced traveled way 22 feet wide, total paved shoulder 16 feet wide, and rock shoulders 4 feet wide. Total shoulder width may be reduced to 6 feet where no on-street parking is permitted and ADT (Average Daily Traffic) is less than 1,000.
- Total right-of-way for a typical single-family subdivision is 50 to 60 feet wide, with surfaced traveled way 22 feet wide and total shoulder 4 feet to 8 feet wide.
- Total right-of-way for a typical suburban or rural subdivision is 40 to 50 feet wide, with surfaced traveled way 18 to 22 feet and total shoulder 4 feet wide.

As with land costs, several variables affect costs, including site topography and proximity to established roads, sewers, and water lines. Engineering and other technical assistance costs are usually included with site improvements, as these services are required to ensure that development is constructed according to established codes and standards.

Developers of multifamily projects and single-family housing tracts may be required to pay for extension of sewer and water services, depending on location. These and other site improvement costs are typical of all counties in California and do not impose a significant constraint on the development of housing. The County does not impose any unusual requirements as conditions of approval for new development.

Review of Local Ordinances

The County does not have any locally adopted ordinances that hinder the development of housing.

Nongovernmental Constraints

Development Costs

Construction costs can run as low as \$125 to \$150 per square foot. The addition of amenities and complexities raises the cost to \$200, \$350, or more per square foot.

Construction costs vary widely according to the type of development, with multifamily housing generally less expensive to construct than single-family homes. However, wide variation within each construction type exists depending on the size of the unit and the number and quality of amenities provided, such as fireplaces, swimming pools, and interior fixtures, among others.

In addition to construction costs, the price of land is one of the largest components of housing development costs. Land costs vary depending on whether the site is vacant or has an existing use that must be removed. Similarly, site constraints such as environmental issues (i.e., steep slopes, soil stability, seismic hazards, or flooding) can also be factor in the cost of land. Other costs stem from professional services such as land surveying and engineering, soils engineering/analysis, site design, landscape and architectural design, and permit processing.

If labor or material costs increase substantially, the cost of construction in Plumas County could rise to a level that impacts the price of new construction and rehabilitation. Therefore, increased construction costs have the potential to constrain new housing construction and the rehabilitation of existing housing. The County will continue to do its part in reducing development processing times and providing a more streamlined review process.

Availability of Financing

The cost of borrowing money to finance the construction of housing or to purchase a house affects the amount of affordably priced housing in Plumas County. Fluctuating interest rates can eliminate many potential homebuyers from the housing market or render a housing project that could have been developed at lower interest rates infeasible. Typically, when interest rates decline, sales increase. The reverse has been true when interest rates increase. **Table 28** illustrates interest rates as of April 2019. The table presents both the interest rate and the annual percentage rate (APR) for different types of home loans.

Table 28: Interest Rates (April 2019)

	Interest (Percent)	APR (Percent)
Conforming		
30-Year Fixed	4.125	4.23
15-Year Fixed	3.5	3.701
5-Year ARM	3.75	4.646
Jumbo		
30-Year Fixed	3.875	3.939
7-Year ARM	3.250	4.220

Source: www.wellsfargo.com, April 2019.

Price of Land

Based on data gathered from Trulia.com, accessed in June 2019, lot costs range from \$3,000 to \$950,000, with an average price of \$70,358 and a median price of \$32,500. Improved residential property costs range from \$8,000 to \$1,750,000, with an average price of \$296,411 and a median price of \$253,500.

Residential Energy Conservation

Housing elements must include a review of opportunities to encourage energy conservation in residential development ([California](#) Government Code Section 65583(a)(7)). Energy conservation policies could reduce housing costs, promote sustainable design, and help reduce greenhouse gases. Title 24 of the California Administrative Code sets mandatory energy efficiency standards for ~~new development, and requires the adoption of an “energy budget.”~~

The California Department of Housing and Development encourages jurisdictions to take steps toward better energy conservation through their housing element updates. Plumas County is doing its part through Housing Element Programs 5, 17, and 18 that support the implementation of the California Building Code, enforcement of Title 24, and encouragement of County residents to participate in energy efficiency programs. Additional local, regional, and state energy conservation resources are listed below. There are also Policy ideas are listed on HCD’s website to help jurisdictions and residents address energy conservation toward this goal. Additional resources are listed below.

Energy Conservation Resources

California Solar Initiative Rebates

Rebates vary according to system size, customer class, and performance and installation factors (<https://www.gosolarcalifornia.org/>). There are two rebate programs: Expected Performance-Based Buydown (for systems that are less than 30 kilowatts) and Performance-Based Incentive (for all systems greater than 30 kilowatts).

Single-Family Affordable Solar Housing

The Single-Family Affordable Solar Housing (SASH) program offers incentives to qualified low-income homeowners to help offset the costs of a solar electric system. The SASH program is overseen by the California Public Utilities Commission and administered by GRID Alternatives, a nonprofit organization.

California Solar Initiative Multifamily Affordable Solar Housing

The Multifamily Affordable Solar Housing (MASH) program offers solar incentives for qualifying affordable multifamily dwellings. The program is overseen by the California Public Utilities Commission and offers incentives to qualifying affordable housing within the service territories of PG&E, Southern California Edison Company, and San Diego Gas & Electric. MASH provides fixed, upfront, capacity-based incentives for qualifying solar energy systems. The amount of the incentive depends on which track the applicant is eligible for.

Federal Solar Investment Tax Credit

The Federal Investment Tax Credit (ITC) for residential and commercial solar systems is 30 percent of net system cost. This tax credit is available on residential properties that commence construction by 2019. The ITC then steps down to 26 percent in 2020 and 22 percent in 2021. After 2023, the residential credit will drop to zero, while the commercial and utility credit will drop to a permanent 10 percent.

Pacific Gas and Electric Company

PG&E serves the electrical ~~and gas~~ needs in Plumas County. PG&E offered the following energy conservation programs as of April 2019 (<https://www.pge.com/>):

- SmartAC. Provides free equipment and installation for the efficient regulation of central air conditioning systems and heat pumps for residential and small business customers.
- AC Quality Care Program. Provides rebates up to \$480 to help pay for work done by AC Quality Care certified contractors.
- Energy analyzers and calculators (online).
- Zero Net Energy (ZNE) program. Began in 2010 to support the 2008 California Long Term Energy Efficiency Strategic Plan; ZNE goals state that all new residential construction will be ZNE by 2020.
- Rebate Program. Offers a range of rebates on energy-saving products for residential owners.
- Home Upgrade program. Offers up to \$5,500 in rebates from PG&E for energy-efficiency upgrade projects.
- Energy Upgrade California Home Upgrade rebate program.

Energy consumption in Plumas County is almost entirely electricity use because there are no natural gas service lines in the County. As an alternative, residents and businesses use private propane tank services for gas or utilize a fuel oil provider.

Local Programs

Plumas County Community Development Commission

PCCDC offers ~~the Low Income Weatherization Program services~~ to eligible households (owners and renters) to receive energy efficiency improvements installed at no cost, such as weather-stripping, insulation, door repairs, storm windows, compact fluorescent and LED light bulbs, thermostats, vent covers, ducting repair, and other energy-related home repairs (e.g., replacement of water heaters, space heating systems, and refrigerators).

PCCDC also offers the Low Income Home Energy Assistance Program (HEAP) to eligible households whose gross annual income is below the qualifying income limits. HEAP helps with home energy bills by making a payment to a utility company on behalf of the household. For example, a payment can be made to the electric company, propane company, fuel oil provider; or if wood is the primary heating source, a payment for wood delivery can be made to qualified wood suppliers. Emergency assistance payments may also be available if a shut off notice is received. For more information visit: <http://www.plumascdc.org/energy.html>

Plumas-Sierra Rural Electric Cooperative

Plumas-Sierra Rural Electric Cooperative provides helpful links on their website to information, such as an energy audit, and online calculators to help homeowners and renters estimate the cost of operating appliances and powering a home. For more on cost and energy-saving information visit:

<https://www.psrec.coop/energy/conservation-tips-tools/>

The Winter Rate Assistance Program (WRAP) offers a discounted rate to income-qualifying members during the winter heating season (i.e., November through April). For more information visit:

<https://www.psrec.coop/services/low-income-assistance/>

Appendix A: Vacant Sites Inventory

Figure A-1: Graeagle and Blairsdén Adequate Sites

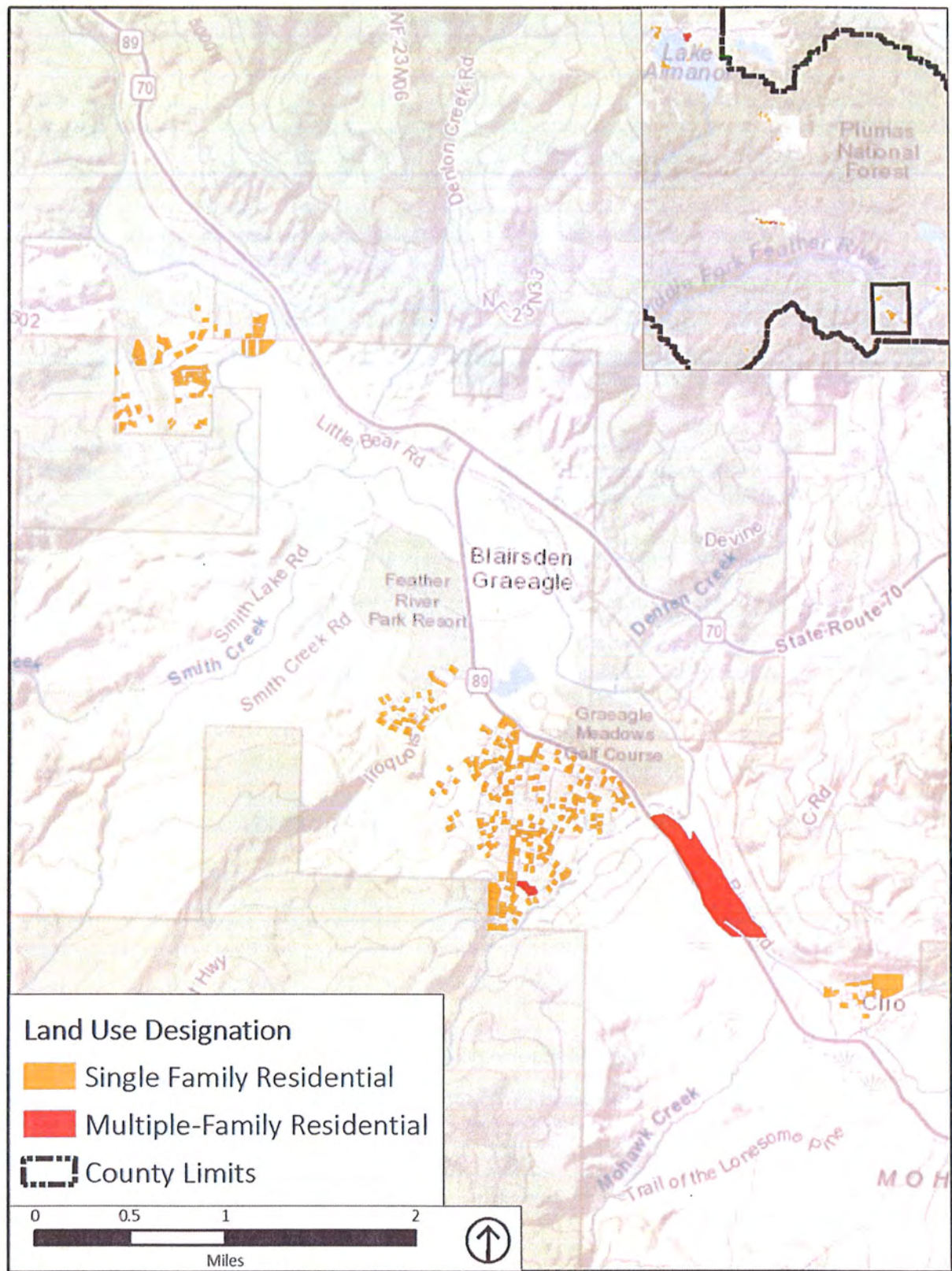


Figure A-2: Greenville Adequate Sites

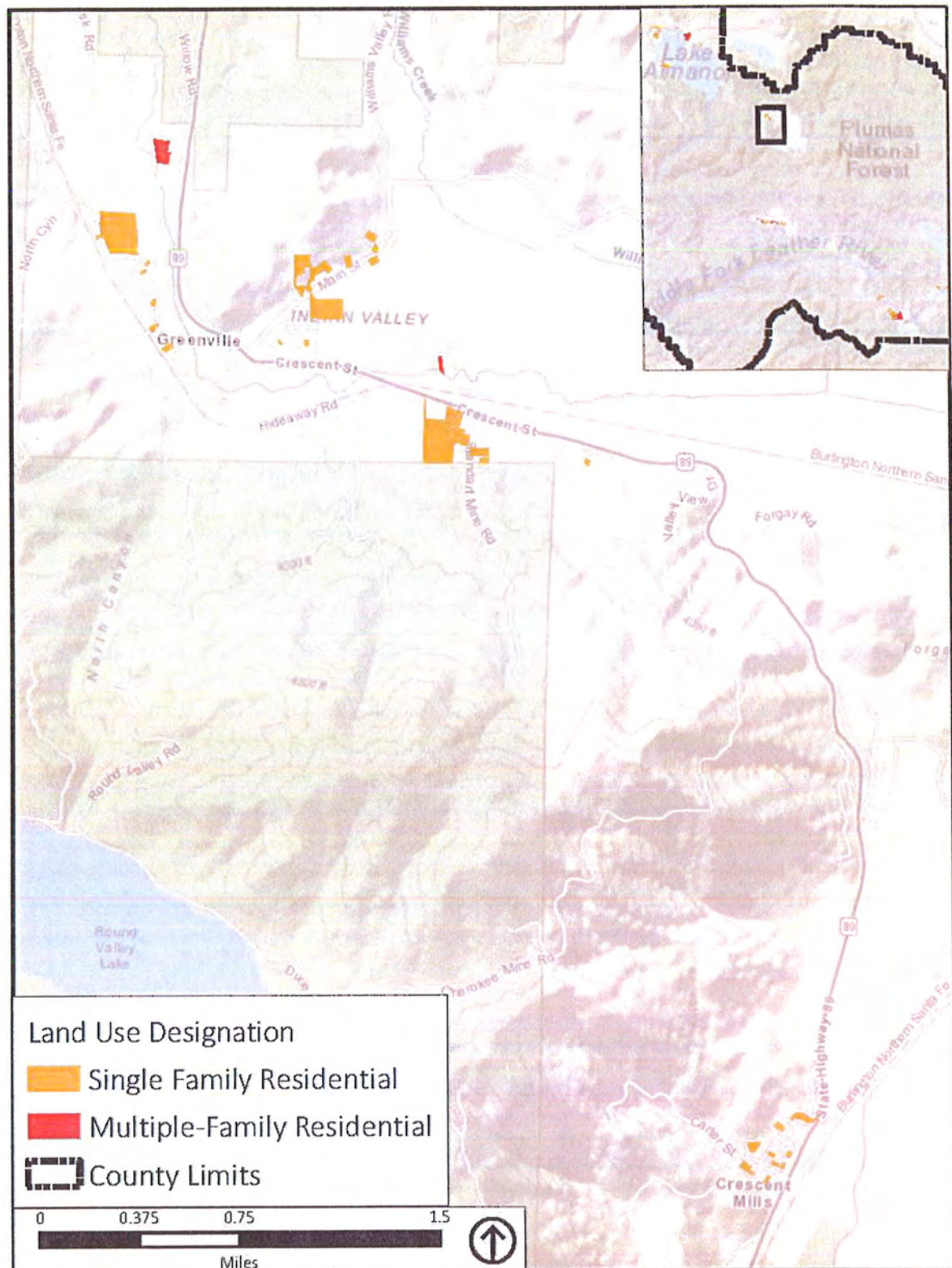


Figure A-3: Chester and Lake Almanor Adequate Sites

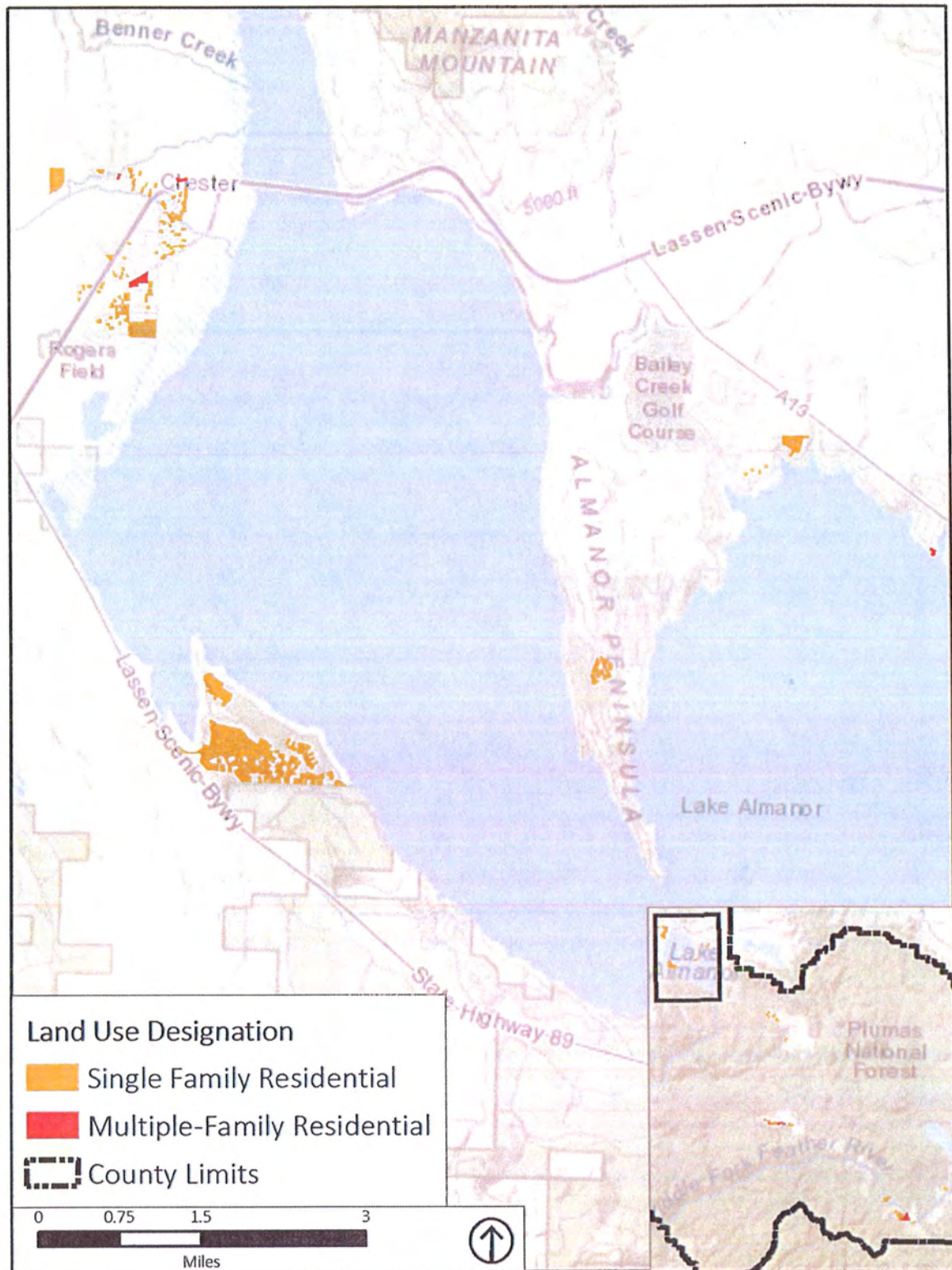
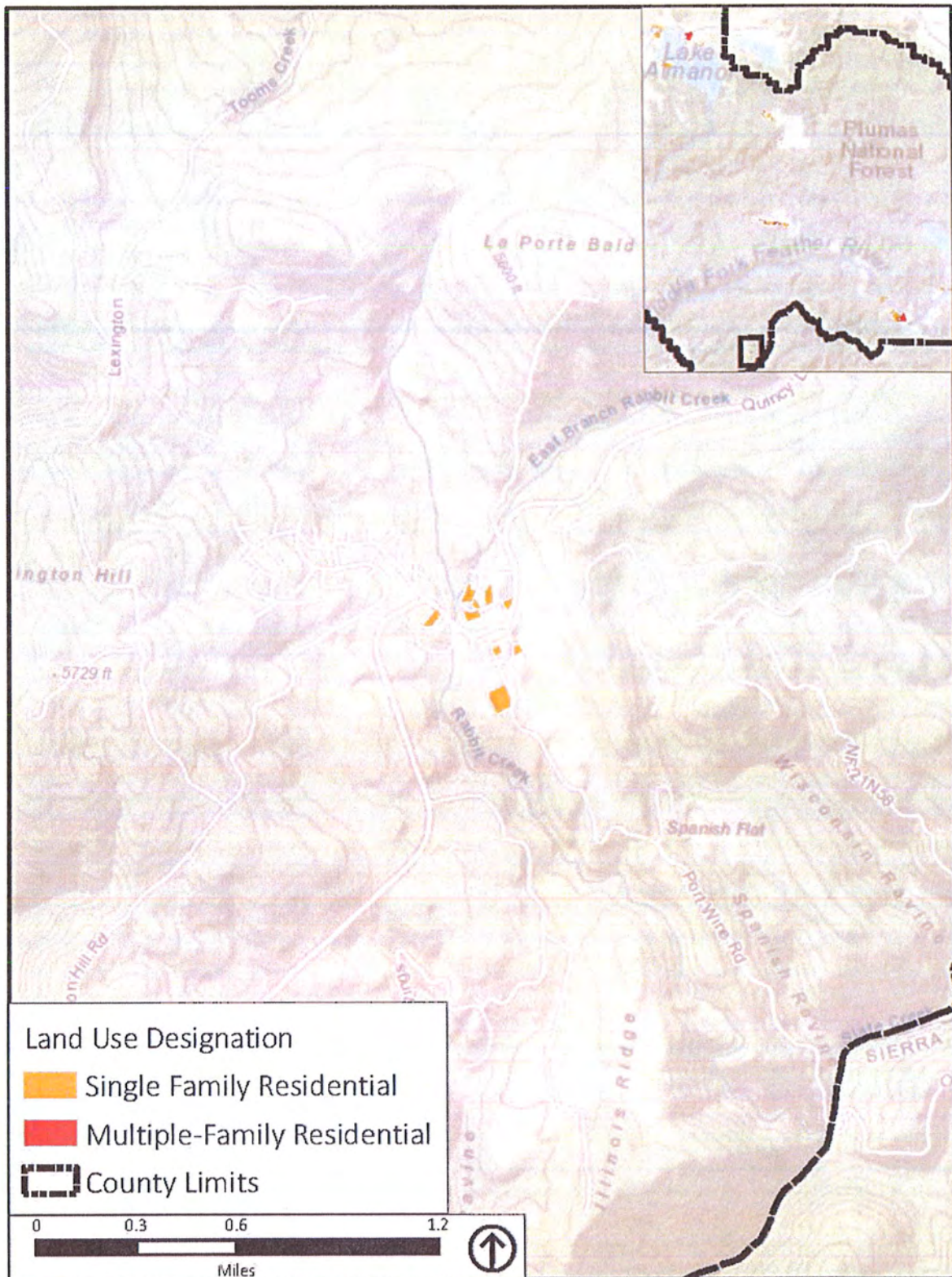


Figure A-4: La Porte Adequate Sites



Source: ESRI, 2019; County of Plumas, 2019; PlaceWorks, 2019.

Figure A-5: Delleker and Portola (unincorporated) Adequate Sites

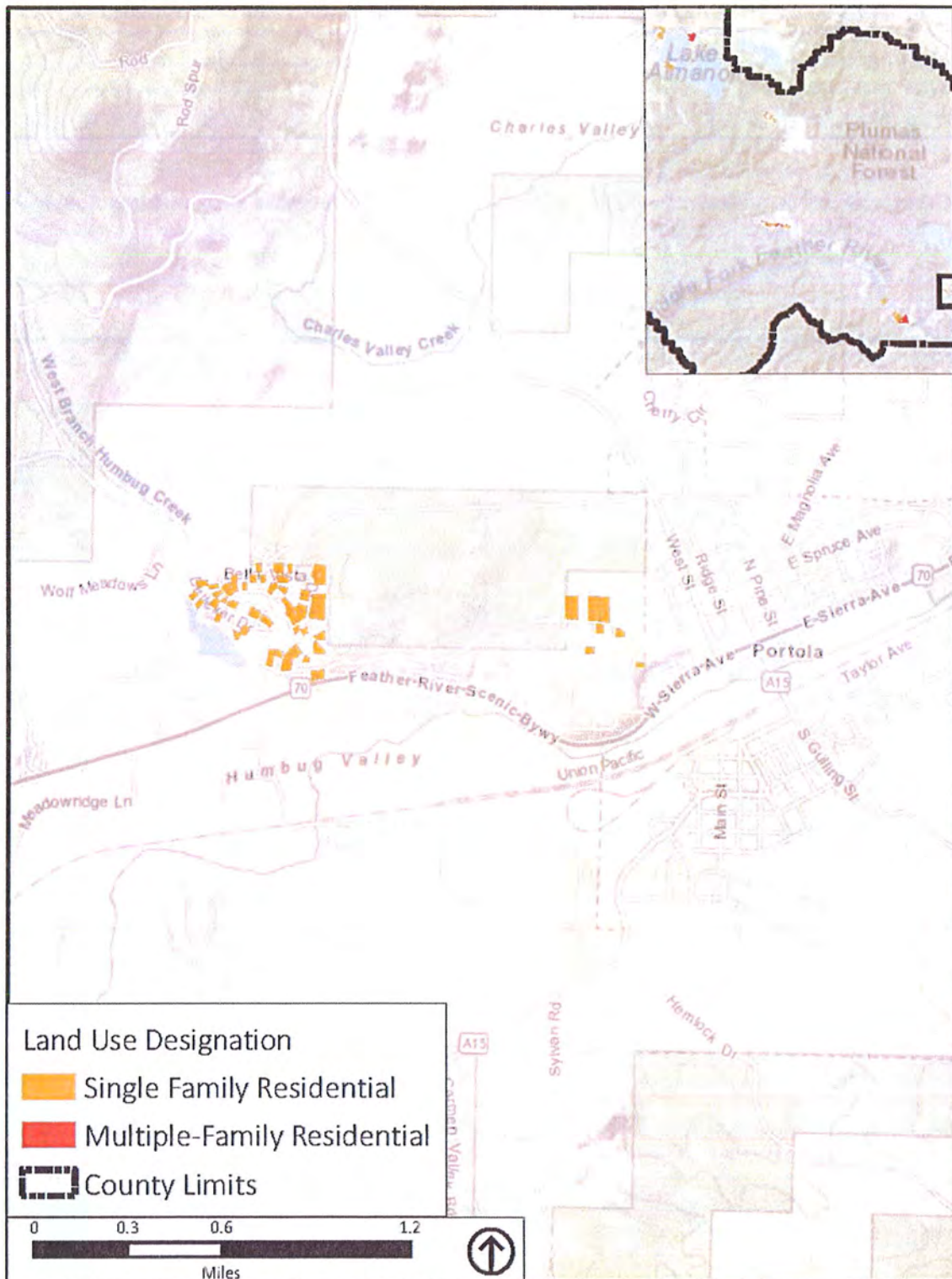


Figure A-6: Quincy Adequate Sites

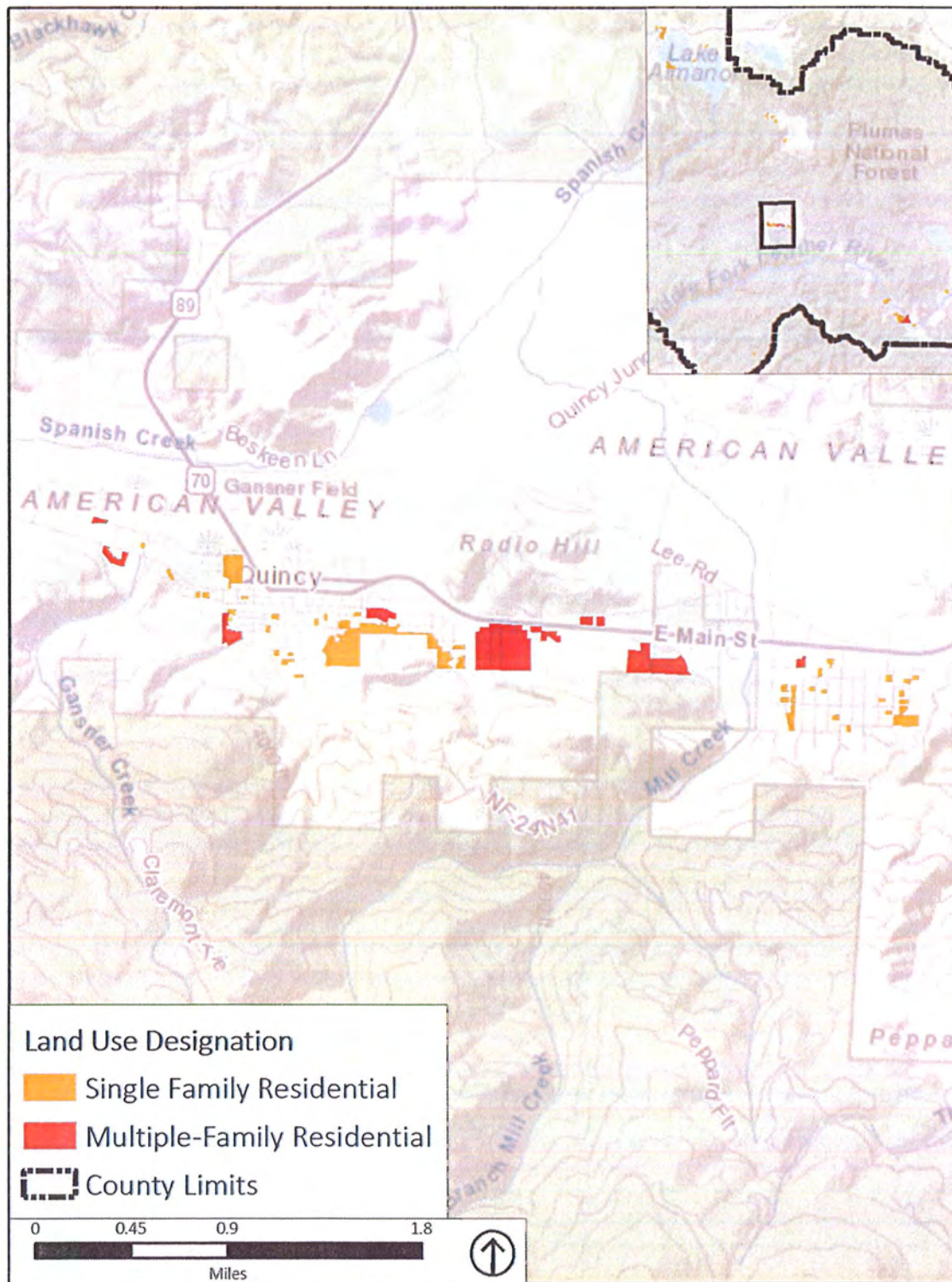


Table A-1: Vacant High Density Sites to Accommodate the Lower Income RHNA

APN	Approx. Acreage	GP Designation	Zoning	<u>Services</u> District	FEMA Flood Zone	Site Constraints	Realistic Capacity
100021013	0.556	Multiple-Family Residential	M-R	Chester Public Utility District	Zone X Unshaded Zone X and Zone A	<u>Sewer may need upgrade</u>	10
100043001	1.513	Multiple-Family Residential	M-R	Chester Public Utility District	Zone X Unshaded Zone X	<u>Sewer may need upgrade</u>	26
100260007	5.21	Multiple-Family Residential	M-R	Chester Public Utility District	Zone X Unshaded Zone X	<u>Sewer may need upgrade</u>	91
103010004	75.926	Multiple-Family Residential	M-R	Walker Ranch CSD	Zone X		n/a
104260028	0.619	Multiple-Family Residential	M-R	Hamilton Branch CSD	Zone X Unshaded Zone X	Lacks community sewer	11
104260029	0.56	Multiple-Family Residential	M-R	Hamilton Branch CSD	Zone X Unshaded Zone X	Lacks community sewer	10
110172013	0.514	Multiple-Family Residential	M-R	Indian Valley CSD	Zone AE, Zone X Unshaded Zone X, and 0.2% Annual Chance Shaded Zone X	<u>Water and sewer capacity unknown</u>	9
110270008	1.396	Multiple-Family Residential	M-R	Indian Valley CSD	Zone AE, Zone X Unshaded Zone X, and 0.2% Annual Chance Shaded Zone X	<u>Water and sewer capacity unknown</u>	24
110280014	1.511	Multiple-Family Residential	M-R	Indian Valley CSD	Zone AE, Zone X Unshaded Zone X, and 0.2% Annual Chance Shaded Zone X	<u>Water and sewer capacity unknown</u>	26
115059049	0.607	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		10
115080022	2.113	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X	Unconsolidated fill; wetlands	37
115093052	3.534	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X	Steep topography	62
115210019	1.54	Multiple-Family Residential	M-R	American Valley CSD	Shaded Zone X, and Unshaded Zone X		26
115210020	1.26	Multiple-Family Residential	M-R	American Valley CSD	Shaded Zone X, and Unshaded Zone X		22
115300017	0.722	Multiple-Family Residential	M-R	American Valley CSD	0.2% Annual Chance Shaded Zone X, Zone AE, and Zone X Unshaded Zone X		13
116100076	0.65	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		11
116100077	1.183	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		21

APN	Approx. Acreage	GP Designation	Zoning	<u>Services</u> District	FEMA Flood Zone	Site Constraints	Realistic Capacity
116100083	0.948	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		17
116100089	0.553	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		10
116100090	0.637	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		11
116100092	0.849	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		15
116172010	0.994	Multiple-Family Residential	M-R	American Valley CSD	0.2% Annual ChanceShaded Zone X		18
116191019	0.325	Multiple-Family Residential	M-R	American Valley CSD	0.2% Annual Chance	-	6
116290043	0.325	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X	-	6
116300006	1.369	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		24
116300008	1.982	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		34
116300013	4.647	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		81
116300015	0.439	Multiple-Family Residential	M-R	American Valley CSD	Zone X	-	8
116300039	0.689	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		12
116300040	0.627	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		11
116300041	0.677	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		12
116300044	0.669	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X		12
116320034	7.087	Multiple-Family Residential	M-R	American Valley CSD	Zone X Unshaded Zone X	Steep topography	124
130050016	65.045	Multiple-Family Residential	M-R	Graeagle Land and Water Company	Zone X Unshaded Zone X, and Zone A	Lacks community sewer; <u>plans to build new system underway</u>	1,134
130351006	0.657	Multiple-Family Residential	M-R	Graeagle Land and Water Company	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	11
130363002	0.685	Multiple-Family Residential	M-R	Graeagle Land and Water Company	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	12

APN	Approx. Acreage	GP Designation	Zoning	<u>Services District</u>	FEMA Flood Zone	Site Constraints	Realistic Capacity
130363003	0.562	Multiple-Family Residential	M-R	Graeagle Land and Water Company	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	10
130363004	0.693	Multiple-Family Residential	M-R	Graeagle Land and Water Company	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	12
Total							1,96941

Source: Plumas County, 2019; PlaceWorks 2019.

Table A-2: Vacant Lower Density Sites to Accommodate the Moderate and Above Moderate Income RHNA

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
001241008	11.195	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		63
003023003	0.354	Single Family Residential	7-R		Zone D		2
003023004	0.273	Single Family Residential	7-R		Zone D		2
003024005	0.132	Single Family Residential	7-R		Zone D		1
003024014	0.213	Single Family Residential	7-R		Zone D		1
003024025	0.504	Single Family Residential	7-R		Zone D		3
003031003	0.542	Single Family Residential	7-R		Zone D		3
003041002	0.276	Single Family Residential	7-R		Zone D		2
003041003	0.19	Single Family Residential	7-R		Zone D		1
003053002	0.152	Single Family Residential	7-R		Zone D		1
003055006	0.217	Single Family Residential	7-R		Zone D		1
003340005	0.671	Single Family Residential	7-R		Zone D		4
100010027	0.87	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A		5
100021020	0.874	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		5
100023002	0.426	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100023008	0.448	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		3
100023016	0.134	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100031011	0.386	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100032017	0.095	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100032025	0.233	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100032039	0.149	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
100052003	0.254	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100052004	0.243	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100052005	0.25	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100052006	0.256	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100052007	0.253	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100052008	0.313	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100052009	0.208	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100052010	0.391	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100052012	0.347	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100052013	0.313	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100053009	0.358	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A		2
100055006	0.453	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		3
100055010	0.112	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100055012	0.112	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100059018	0.14	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100071006	0.278	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100071007	0.289	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100072001	0.659	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A		4
100072004	0.484	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A	Flood zone	3
100072006	0.491	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A	Flood zone	3
100072007	0.471	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A	Flood zone	3
100072008	0.493	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A	Flood zone	3

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
100072009	0.466	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A	Flood zone	3
100072014	0.255	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100072015	0.247	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100072016	0.295	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100072019	1.247	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A		7
100072020	0.77	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A		4
100091013	0.118	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100092006	0.161	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100092020	0.161	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100092021	0.161	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100093011	0.169	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100093012	0.19	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100095011	0.252	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100121020	0.149	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100141011	0.161	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100141024	0.092	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100141025	0.092	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100141026	0.138	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100142002	0.161	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100143016	0.321	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100143022	0.161	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100143023	0.161	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
100144010	0.197	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100152003	0.321	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100152011	0.122	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100152014	0.161	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100152024	0.34	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100152026	0.574	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		3
100152029	0.161	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100152030	0.161	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100163011	0.154	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100172009	0.15	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100180005	0.277	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100180006	0.201	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100180013	0.29	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100191012	0.175	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100194002	0.248	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100194015	0.171	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100194016	0.172	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100210029	0.315	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100210030	0.226	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100210033	0.269	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100251001	0.403	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A	Flood zone	2
100251021	0.587	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A	Flood zone	3

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
100251025	0.527	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X, Zone A	Flood zone	3
100302010	0.308	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100303001	0.335	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100303002	0.34	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100303003	0.341	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100303005	0.352	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100303006	0.304	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100303007	0.353	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100303008	0.318	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100311009	0.309	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100313010	0.302	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322009	0.312	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322010	0.308	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322011	0.3	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322012	0.304	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322013	0.292	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322014	0.269	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322015	0.286	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322016	0.307	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322017	0.31	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322018	0.306	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322019	0.308	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
100322020	0.307	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322021	0.311	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322022	0.29	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322023	0.299	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322024	0.298	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322025	0.284	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322026	0.311	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322027	0.302	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100322028	0.251	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100331001	0.269	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331002	0.315	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331003	0.327	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331004	0.296	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331005	0.31	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331006	0.308	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331007	0.295	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331008	0.317	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331009	0.307	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331010	0.309	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331011	0.308	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331012	0.305	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331013	0.309	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
100331014	0.279	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331015	0.274	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331016	0.308	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331017	0.3	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331018	0.307	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331019	0.307	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331020	0.304	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331021	0.316	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331022	0.292	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331023	0.307	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331024	0.31	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331025	0.297	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331026	0.329	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331027	0.313	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100331028	0.273	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100332001	0.181	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100332002	0.345	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100332003	0.384	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100332004	0.343	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100332005	0.357	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100332006	0.353	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100332009	0.34	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
100332010	0.344	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100332011	0.344	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100332012	0.327	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100332013	0.337	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100332014	0.288	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100332016	0.691	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		4
100352004	0.186	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100352007	0.204	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100352008	0.249	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100352016	0.186	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100354002	0.19	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100362006	0.206	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100371005	0.299	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100371006	0.308	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100371007	0.342	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100371010	0.386	Single Family Residential		Chester PUD	Zone X Unshaded Zone X		2
100372002	0.218	Single Family Residential		Chester PUD	Zone X Unshaded Zone X		1
100372003	0.278	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100372004	0.328	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100381005	0.326	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100381006	0.315	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100381008	0.295	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
100382007	0.267	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100383001	0.347	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100383003	0.318	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100383005	0.321	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100383008	0.344	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100383010	0.296	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100383013	0.269	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100383014	0.267	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100383015	0.274	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100383016	0.302	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100384001	0.328	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100384002	0.3	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100384003	0.301	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100384004	0.298	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100384005	0.291	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100384006	0.329	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100384007	0.295	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100392006	0.338	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100392014	0.527	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		3
100401002	0.293	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100401003	0.293	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100401008	0.321	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
100402001	0.354	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100402002	0.312	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100402012	0.323	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100403001	0.473	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		3
100403006	0.299	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		2
100470002	1.127	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		6
100481021	0.142	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100481023	0.178	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100482001	0.234	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
100482017	0.172	Single Family Residential	7-R	Chester PUD	Zone X Unshaded Zone X		1
102421003	0.447	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102421004	0.482	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102421005	0.473	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102421007	0.594	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102421008	0.787	Single Family Residential	7-R		Zone X Unshaded Zone X		4
102421009	0.575	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102421010	0.487	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102423003	0.505	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102423005	0.491	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102423007	0.621	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102423008	0.459	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102423011	0.466	Single Family Residential	7-R		Zone X Unshaded Zone X		3

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
102423012	0.466	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102423014	0.517	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102426007	0.539	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102452005	0.622	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102452007	0.644	Single Family Residential	7-R		Zone X Unshaded Zone X		4
102453003	0.531	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102453004	0.635	Single Family Residential	7-R		Zone X Unshaded Zone X		4
102453006	0.571	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102453007	0.576	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102453008	0.5	Single Family Residential	7-R		Zone X Unshaded Zone X		3
102453009	0.672	Single Family Residential	7-R		Zone X Unshaded Zone X		4
104020007	10.301	Single Family Residential	7-R	Hamilton Branch CSD	Zone X Unshaded Zone X, Zone A		58
104020008	3.357	Single Family Residential	7-R	Hamilton Branch CSD	Zone X Unshaded Zone X		19
104412009	0.2	Single Family Residential	7-R	Hamilton Branch CSD	Zone X Unshaded Zone X		1
104413001	0.176	Single Family Residential	7-R	Hamilton Branch CSD	Zone X Unshaded Zone X		1
104413007	0.192	Single Family Residential	7-R	Hamilton Branch CSD	Zone X Unshaded Zone X		1
104414003	0.197	Single Family Residential	7-R	Hamilton Branch CSD	Zone X Unshaded Zone X		1
108010020	5.616	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		31
108010027	5.491	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		31
108010029	3.944	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		22
108060013	0.359	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108060014	0.372	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
108060016	0.415	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108173006	0.691	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		4
108211009	0.759	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		4
108211011	0.568	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108212009	0.5	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108212011	0.527	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108212012	0.512	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108213003	0.461	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108221002	0.371	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108221005	0.397	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108221008	0.386	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108222002	0.379	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108222004	0.372	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108222005	0.39	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108222007	0.392	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108222008	0.388	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108222009	0.401	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108222011	0.442	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108231003	0.403	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108231004	0.411	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108231006	0.422	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108231007	0.383	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
108231008	0.371	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108231011	0.379	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108231014	0.527	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108232001	0.679	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		4
108232002	0.395	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108232004	0.383	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108232005	0.488	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108232006	0.488	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108241001	0.463	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108241004	0.49	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108241006	0.425	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108241009	0.475	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108241010	0.518	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108243001	0.371	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108243003	0.387	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108244001	0.455	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108244002	0.486	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108251005	0.583	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108251006	0.548	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108251007	0.524	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108251008	0.528	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108251010	0.491	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
108252001	0.37	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108252002	0.368	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108252003	0.409	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108252005	0.39	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108252006	0.382	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108252009	0.389	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108262006	0.379	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108262007	0.401	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108262009	0.554	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108262010	0.58	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108262011	0.583	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108262012	0.534	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108262013	0.437	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108262014	0.393	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108262016	0.418	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108262017	0.436	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108263001	0.447	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108263003	0.412	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108263005	0.415	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108263006	0.442	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108263009	0.45	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108263011	0.506	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
108263013	0.495	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108264001	0.497	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108271002	0.372	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108271004	0.381	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108271006	0.371	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108271010	0.377	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108272002	0.381	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108272003	0.381	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108272004	0.391	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108272005	0.367	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108272007	0.369	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108272008	0.431	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108272009	0.381	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108272011	0.36	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108272013	0.365	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108272014	0.369	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108273001	0.518	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108273003	0.478	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108273005	0.402	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108273006	0.383	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2
108273009	0.47	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		3
108273010	0.442	Single Family Residential	7-R	West Almanor CSD	Zone X Unshaded Zone X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
108273011	0.468	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108281001	0.604	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108281003	0.595	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108281004	0.509	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108281005	0.446	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108282002	0.379	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108282003	0.409	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108282004	0.406	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108283002	0.562	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108283004	0.548	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108290001	0.569	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108290002	0.575	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108290003	0.533	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108290004	0.643	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108290005	0.57	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108290011	0.545	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108290016	0.584	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108290017	0.607	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108290018	0.701	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108290019	0.83	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108290020	0.728	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108290021	0.618	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
108290022	0.788	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108290023	0.69	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108300004	0.456	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108300005	0.445	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108300008	0.512	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108300013	0.61	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108300015	0.552	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108300016	0.712	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108300018	1.141	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		6
108300020	0.742	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108300021	0.663	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108300023	0.613	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108300024	0.726	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108300025	0.886	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108310001	0.323	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108310002	0.404	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108310003	0.414	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108310005	0.5	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108310007	0.527	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108310008	0.542	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108310011	0.555	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108310013	0.422	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
108310014	0.408	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108310017	0.479	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108310018	0.457	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108310019	0.563	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108310020	0.421	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108310021	0.433	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108310022	0.407	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108310023	0.563	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108310025	0.489	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108320009	1.617	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		9
108320011	1.542	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		9
108320012	1.418	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		8
108320013	1.432	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		8
108320014	1.618	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		9
108320015	1.403	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		8
108320016	1.56	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		9
108320017	1.525	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		9
108320018	0.916	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108320019	0.958	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108320020	0.983	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		6
108320021	0.96	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108320022	0.95	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
108320023	1.04	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		6
108320024	1.17	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		7
108320025	0.928	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108320026	1.034	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		6
108320027	2.373	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		13
108320030	1.114	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		6
108320031	1.599	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		9
108320032	1.103	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		6
108320033	1.71	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		10
108320034	1.277	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		7
108320035	0.8	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108320036	1.102	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		6
108320037	1.288	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		7
108320038	3.176	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		18
108320039	1.817	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		10
108320040	1.784	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		10
108320041	1.912	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		11
108320042	1.723	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		10
108330001	0.308	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108330002	0.322	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108330003	0.398	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108330004	0.384	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
108330005	0.35	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108330006	0.525	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108330007	0.932	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108330008	0.51	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108330009	0.399	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108330011	0.484	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108330012	0.526	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108330013	0.633	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108330014	0.554	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108330015	0.473	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108340001	0.477	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108340004	0.939	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108340005	0.91	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108340006	0.963	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108340007	0.509	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108340008	0.665	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108340009	0.702	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108340010	0.553	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108340011	0.664	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108340012	0.51	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108340013	0.61	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108340014	0.557	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
108340015	0.667	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108340016	0.534	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108340017	0.454	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108340018	1.461	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		8
108350001	0.547	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108350002	0.534	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108350003	0.595	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108350004	0.424	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		2
108350005	0.673	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108350010	0.73	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108350011	0.612	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		3
108350012	0.634	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		4
108350013	1.376	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		8
108350014	0.806	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108350015	0.966	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
108350016	0.857	Single Family Residential	7-R	West Almanor CSD	<u>Unshaded Zone</u> XZone-X		5
110016004	0.134	Single Family Residential	7-R	Indian Valley CSD	<u>Unshaded Zone</u> XZone-X		1
110017001	0.112	Single Family Residential	7-R	Indian Valley CSD	<u>Unshaded Zone</u> XZone-X		1
110022005	0.196	Single Family Residential	7-R	Indian Valley CSD	<u>Unshaded Zone</u> XZone-X		1
110032002	0.134	Single Family Residential	7-R	Indian Valley CSD	<u>Unshaded Zone</u> XZone-X		1
110032032	0.225	Single Family Residential	7-R	Indian Valley CSD	<u>Unshaded Zone</u> XZone-X		1
110032033	0.229	Single Family Residential	7-R	Indian Valley CSD	<u>Unshaded Zone</u> XZone-X		1

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
111083018	0.171	Single Family Residential	7-R	Indian Valley CSD	Unshaded Zone XZone-X	No community sewer	1
111085004	0.169	Single Family Residential	7-R	Indian Valley CSD	Unshaded Zone XZone-X	No community sewer	1
111085008	0.548	Single Family Residential	7-R	Indian Valley CSD	Unshaded Zone XZone-X	No community sewer	3
111101008	0.217	Single Family Residential	7-R	Indian Valley CSD	Unshaded Zone XZone-X	No community sewer	1
115011004	1.032	Single Family Residential	7-R	American Valley CSD	Zone AE, Zone XUnshaded Zone X		6
115052007	0.056	Single Family Residential	7-R	American Valley CSD	Zone-XUnshaded Zone X		0
115052009	0.057	Single Family Residential	7-R	American Valley CSD	Zone-XUnshaded Zone X		0
115059016	0.35	Single Family Residential	7-R	American Valley CSD	Zone-XUnshaded Zone X		2
115059047	0.19	Single Family Residential	7-R	American Valley CSD	Zone-XUnshaded Zone X		1
115065021	0.455	Single Family Residential	7-R	American Valley CSD	Zone-XUnshaded Zone X		3
115069011	0.167	Single Family Residential	7-R	American Valley CSD	Zone AE, 0-2% Annual ChanceShaded Zone X, Zone-XUnshaded Zone X		1
115069023	0.267	Single Family Residential	7-R	American Valley CSD	Zone-XUnshaded Zone X		1
115075010	0.227	Single Family Residential	7-R	American Valley CSD	Zone-XUnshaded Zone X		1
115075017	0.131	Single Family Residential	7-R	American Valley CSD	Unshaded Zone XZone-X		1
115075018	0.011	Single Family Residential	7-R	American Valley CSD	Unshaded Zone XZone-X		0
115080022	1.521	Single Family Residential	7-R	American Valley CSD	Unshaded Zone XZone-X	Soils issues	9
115093024	0.279	Single Family Residential	7-R	American Valley CSD	Unshaded Zone XZone-X		2
115104040	1.234	Single Family Residential	7-R	American Valley CSD	Unshaded Zone XZone-X		7
115104041	0.467	Single Family Residential	7-R	American Valley CSD	Unshaded Zone XZone-X		3
115105007	0.186	Single Family Residential	7-R	American Valley CSD	Unshaded Zone XZone-X		1
115105028	0.258	Single Family Residential	7-R	American Valley CSD	Unshaded Zone XZone-X		1

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
115105030	0.142	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance Shaded Zone X , Zone X Unshaded Zone X		1
115105032	0.144	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X		1
115105035	0.165	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X		1
115111005	0.245	Single Family Residential	7-R	American Valley CSD	Zone AE, Zone X Unshaded Zone X	Flood zone	1
115122004	0.218	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X		1
115122011	2.42	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X		14
115140026	4.799	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X	Steep topography	27
115201006	0.195	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance Shaded Zone X		1
115222003	0.482	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X	Steep topography	3
115232011	0.232	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X		1
115232027	0.395	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X		2
115310001	0.529	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X		3
115310004	0.521	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X		3
115310005	0.591	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X		3
115310008	0.439	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X		2
115310011	0.14	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X		1
116180033	0.291	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance Shaded Zone X		2
116180055	0.359	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance Shaded Zone X		2
116194004	0.231	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance Shaded Zone X		1
116200031	0.214	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X , 0.2% Annual Chance Shaded Zone X		1

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
116222023	0.248	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		1
116222024	0.236	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		1
116222025	0.233	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		1
116222026	0.211	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		1
116222027	0.226	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		1
116222028	0.333	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		2
116222030	0.487	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		3
116231011	0.217	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		1
116232004	0.181	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		1
116243001	0.231	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		1
116243020	0.196	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		1
116253024	0.312	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		2
116253027	0.287	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		2
116253028	0.224	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		1
116253029	0.239	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		1
116253030	0.811	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		5
116263020	0.304	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance <u>Shaded Zone</u> X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
116265003	0.237	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance Shaded Zone X		1
116273003	0.257	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance Shaded Zone X		1
116280012	3.304	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X, 0.2% Annual Chance Shaded Zone X		19
116361001	0.314	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance Shaded Zone X		2
116362001	0.331	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance Shaded Zone X		2
116362004	0.369	Single Family Residential	7-R	American Valley CSD	0.2% Annual Chance Shaded Zone X		2
116362018	0.535	Single Family Residential	7-R	American Valley CSD	Zone X Unshaded Zone X, 0.2% Annual Chance Shaded Zone X		3
125040041	1.728	Single Family Residential	7-R		Zone D		10
125040042	1.67	Single Family Residential	7-R		Zone D		9
125040047	1.945	Single Family Residential	7-R		Zone D		11
125113002	0.407	Single Family Residential	7-R		Zone D	Possibly no community sewer	2
125114002	0.372	Single Family Residential	7-R		Zone D	Possibly no community sewer	2
125116006	0.336	Single Family Residential	7-R		Zone D	Possibly no community sewer	2
125129009	0.182	Single Family Residential	7-R		Zone D	Possibly no community sewer	1
125371019	0.408	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone X Unshaded Zone X, Zone D		2
125371020	0.338	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone X Unshaded Zone X, Zone D		2
125381007	0.232	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125383004	0.277	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
125383010	0.359	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125383011	0.437	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125383012	0.376	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125383013	0.279	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125383019	0.227	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125383021	0.279	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125383028	0.252	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125383030	0.211	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125383034	0.613	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		3
125383036	0.413	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125383043	0.254	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125383044	0.209	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125383045	0.225	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125391004	0.25	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125391009	0.386	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125391010	0.267	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125392001	0.413	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
125392016	0.271	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125392017	0.299	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125393003	0.326	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125401008	0.244	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125401010	0.243	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125402005	0.424	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125402009	0.424	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125402011	0.166	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125402013	0.251	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125402015	0.252	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125402028	0.267	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125403001	0.217	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125403003	0.271	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125403006	0.257	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125403013	0.203	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125403018	0.325	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125403019	0.345	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
125403020	0.338	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125411003	0.257	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125411004	0.258	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125411006	0.259	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125411011	0.527	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		3
125411012	0.577	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		3
125411013	0.487	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		3
125411016	0.37	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125411017	0.389	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125411018	0.416	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125411019	0.432	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125411020	0.769	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		4
125412004	0.184	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125412005	0.265	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1
125412007	0.3	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125412010	0.457	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		3
125413003	0.268	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		1

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
125413013	0.303	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125413014	0.276	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125413016	0.308	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125413017	0.321	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125413018	0.423	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		2
125413019	0.506	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		3
125413020	0.511	Single Family Residential	7-R	Grizzly Lake Resort Improvement District	Zone D		3
129051007	0.367	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129051008	0.418	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129053014	0.359	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129053015	0.396	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129053021	0.346	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129060015	0.376	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129061001	0.4	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129061002	0.398	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129061003	0.47	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		3
129061004	0.383	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone X Unshaded Zone X	Flood zone	2
129061005	0.335	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone X Unshaded Zone X	Flood zone	2
129061006	0.368	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone X Unshaded Zone X	Flood zone	2
129062010	0.357	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
129062011	0.363	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129062014	0.359	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone X Unshaded Zone X	Flood zone	2
129070028	0.869	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		5
129081007	0.366	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129101001	0.508	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		3
129101002	0.517	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		3
129101012	0.621	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		3
129101013	0.684	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		4
129102011	0.319	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129102012	0.319	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129102013	0.326	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129102015	0.33	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129102016	0.333	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129113002	0.324	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129114002	0.335	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129114003	0.32	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129121006	0.366	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129121007	0.322	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129122006	0.371	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129122007	0.378	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129123004	0.767	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		4
129123007	0.412	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
129123008	0.368	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129123012	0.398	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129123018	0.368	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129123025	0.296	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129140002	0.373	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129140003	0.332	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129140004	0.341	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		2
129140006	0.559	Single Family Residential	7-R	Plumas Eureka CSD	Unshaded Zone XZone X		3
129150002	0.773	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone XUnshaded Zone X	Flood zone	4
129150004	0.917	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone XUnshaded Zone X	Flood zone	5
129150005	0.947	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone XUnshaded Zone X	Flood zone	5
129150007	0.819	Single Family Residential	7-R	Plumas Eureka CSD	Zone A	Flood zone	5
129150008	1.779	Single Family Residential	7-R	Plumas Eureka CSD	Zone A	Flood zone	10
129160038	0.221	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129170005	0.098	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone XUnshaded Zone X	Flood zone	1
129170032	0.71	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		4
129170047	0.107	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone XUnshaded Zone X		1
129170049	0.259	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129181001	0.188	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129181002	0.191	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129181018	0.129	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129181024	0.151	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
129181027	0.12	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129181028	0.151	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129181029	0.176	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129181035	0.184	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129181036	0.132	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129181037	0.133	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190001	0.146	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone X Unshaded Zone X		1
129190002	0.129	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone X Unshaded Zone X		1
129190003	0.122	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone X Unshaded Zone X		1
129190004	0.134	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone X Unshaded Zone X		1
129190005	0.146	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone X Unshaded Zone X		1
129190006	0.234	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone X Unshaded Zone X		1
129190007	0.2	Single Family Residential	7-R	Plumas Eureka CSD	Zone A, Zone X Unshaded Zone X		1
129190008	0.176	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190009	0.179	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190010	0.175	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190011	0.183	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190012	0.18	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190013	0.171	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190014	0.113	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190027	0.019	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		0
129190030	0.028	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		0

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
129190031	0.288	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129190032	0.393	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129190033	0.402	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129190034	0.392	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129190035	0.173	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190036	0.121	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190037	0.122	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190038	0.122	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190039	0.124	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190040	0.138	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190042	0.188	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190044	0.168	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190045	0.181	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190046	0.303	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129190047	0.209	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190048	0.265	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190049	0.232	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190050	0.294	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		2
129190051	0.208	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190052	0.233	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		1
129190058	0.832	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		5
129200001	1.455	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		8

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
129200002	1.047	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		6
129200003	0.665	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		4
129200004	0.92	Single Family Residential	7-R	Plumas Eureka CSD	Zone X Unshaded Zone X		5
130061002	0.406	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130061003	0.406	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130061010	0.291	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130061022	0.352	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130061023	0.523	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	3
130061024	0.486	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	3
130072002	0.338	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130073004	0.408	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130074001	0.289	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130075015	0.336	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130081006	0.379	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130082001	0.388	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130083009	0.364	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130091005	0.449	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	3
130093002	0.387	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130093003	0.45	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	3
130094006	0.401	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130095002	0.318	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130096001	0.371	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130101003	0.381	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130102001	0.23	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	1
130102002	0.319	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130102006	0.319	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130102007	0.308	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130102008	0.322	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; plans to build new system underway	2
130103001	0.404	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; plans to build new system underway	2
130103002	0.449	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; plans to build new system underway	3
130103005	0.373	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; plans to build new system underway	2
130104005	0.138	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; plans to build new system underway	1
130104006	0.167	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; plans to build new system underway	1
130105005	0.582	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; plans to build new system underway	3
130106001	0.311	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; plans to build new system underway	2
130106002	0.313	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; plans to build new system underway	2
130106004	0.313	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; plans to build new system underway	2
130111001	0.391	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; plans to build new system underway	2
130111002	0.31	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; plans to build new system underway	2
130111003	0.393	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; plans to build new system underway	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130112002	0.398	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130112004	0.329	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130112009	0.4	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130112010	0.364	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130112015	0.403	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130112016	0.423	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130112017	0.394	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130112018	0.36	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130112019	0.341	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130112020	0.304	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130112022	0.273	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130112023	0.25	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	1
130112024	0.305	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130112025	0.372	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130122002	0.389	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130122003	0.384	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130123003	0.423	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130124004	0.352	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130124006	0.35	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130124010	0.335	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130125001	0.318	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130125002	0.297	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130125003	0.376	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130125008	0.325	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130131003	0.524	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130131004	0.352	7-R Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130132006	0.36	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130132010	0.504	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130133001	0.372	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130134001	0.304	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130134003	0.407	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130134009	0.313	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130142001	0.373	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130142002	0.403	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130142007	0.43	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130142010	0.317	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130143003	0.402	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130143005	0.412	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130143006	0.339	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130143009	0.366	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130143013	0.3	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130143015	0.388	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130143017	0.387	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone XZone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130151004	0.317	Single Family Residential	7-R	Graeagle Land and Water	Zone A, Zone XUnshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130152002	0.377	Single Family Residential	7-R	Graeagle Land and Water	Zone XUnshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130153001	0.478	Single Family Residential	7-R	Graeagle Land and Water	Zone XUnshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	3
130153002	0.394	Single Family Residential	7-R	Graeagle Land and Water	Zone XUnshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130153005	0.403	Single Family Residential	7-R	Graeagle Land and Water	Zone XUnshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130161002	0.443	Single Family Residential	7-R	Graeagle Land and Water	Zone A, Zone XUnshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130161005	0.353	Single Family Residential	7-R	Graeagle Land and Water	Zone XUnshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130162005	0.369	Single Family Residential	7-R	Graeagle Land and Water	Zone XUnshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130172006	0.325	Single Family Residential	7-R	Graeagle Land and Water	Zone XUnshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130172008	0.37	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130174002	0.403	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130174003	0.397	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130174007	0.317	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130175003	0.372	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130175005	0.392	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone X Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130175008	0.334	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone X Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130175009	0.332	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone X Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130181006	0.412	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone X Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130182003	0.383	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone X Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130182004	0.363	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone X Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130182008	0.348	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone X Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130182009	0.322	Single Family Residential	7-R	Graeagle Land and Water	Unshaded Zone X Zone X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130182012	0.375	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130192001	0.392	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130192007	0.463	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130192008	0.415	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130201002	0.376	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130201004	0.377	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130202001	0.431	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130202002	0.384	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130222007	0.353	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130223002	0.351	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130223005	0.364	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130224008	0.326	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130224011	0.263	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	1

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130231001	0.362	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130231004	0.416	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130232002	0.325	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130232009	0.36	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130233004	0.404	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130240001	0.389	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130240002	0.347	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130240003	0.343	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130240004	0.448	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130240005	0.381	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130240006	0.369	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130240007	0.324	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130240008	0.307	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130240013	0.34	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130240016	0.348	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130240031	0.321	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130251005	0.307	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130251008	0.293	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130251011	0.314	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130251017	0.323	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130251018	0.324	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130252005	0.359	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130262003	0.356	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130262004	0.324	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130263001	0.348	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130264002	0.334	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130264007	0.324	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130264012	0.32	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130264016	0.334	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130264020	0.456	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130265001	0.322	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130265002	0.268	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130265003	0.266	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	1
130266001	0.303	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130271001	0.271	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130271002	0.268	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130271009	0.263	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	1
130271012	0.295	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130272011	0.353	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130301001	0.319	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130301003	0.319	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130301008	0.323	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130302001	0.418	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130302002	0.327	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130302003	0.384	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130303003	0.373	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130304001	0.332	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130304003	0.325	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130304005	0.383	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130304008	0.352	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130304009	0.326	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130304010	0.326	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130304015	0.318	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130311002	0.352	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130311003	0.351	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130311006	0.326	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130311008	0.367	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130312002	0.334	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130312003	0.335	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130313005	0.37	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130313007	0.312	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130313008	0.313	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130314001	0.318	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130314003	0.376	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130315001	0.328	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130321001	0.321	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130321003	0.321	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130321007	0.352	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130321010	0.342	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130322001	0.445	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130322002	0.311	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130322005	0.311	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130322007	0.466	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130322009	0.312	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130322010	0.311	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130323002	0.312	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130323004	0.314	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130323007	0.403	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130323009	0.329	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130323010	0.313	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130323012	0.317	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130324005	0.407	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130324006	0.497	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130324011	0.319	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130324012	0.319	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130324014	0.324	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130324018	0.33	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130324021	0.556	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130331001	0.312	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130331002	0.313	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130331003	0.313	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130331004	0.461	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130331006	0.315	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130331007	0.315	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130333002	0.361	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130333004	0.327	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130333005	0.328	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130333007	0.324	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130333008	0.324	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130333012	0.325	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130333016	0.354	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130333018	0.331	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130333019	0.33	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130335005	0.376	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130335007	0.374	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130336001	0.325	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130336004	0.415	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130336005	0.322	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130336006	0.321	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130341002	0.453	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130342001	0.431	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130342008	0.43	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130342009	0.473	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130342010	0.531	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	3
130352006	0.353	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130352008	0.38	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130352012	0.406	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130361001	1.582	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	9
130361002	1.32	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	7
130362003	0.421	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130362004	0.438	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130362007	0.351	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130362009	0.318	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130362010	0.327	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130362011	0.323	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130362012	0.316	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130362013	0.309	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130362014	0.351	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130364006	0.35	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	2
130371001	1.252	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone-X	Lacks community sewer; <u>plans to build new system underway</u>	7

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
130371002	1.097	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone X	Lacks community sewer; <u>plans to build new system underway</u>	6
130371004	0.74	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone X	Lacks community sewer; <u>plans to build new system underway</u>	4
130372002	0.536	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone X	Lacks community sewer; <u>plans to build new system underway</u>	3
130372003	0.391	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130372004	0.408	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130372008	0.492	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone X	Lacks community sewer; <u>plans to build new system underway</u>	3
130372009	0.536	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone X	Lacks community sewer; <u>plans to build new system underway</u>	3
130372012	0.408	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130373004	0.311	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130373006	0.388	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone X	Lacks community sewer; <u>plans to build new system underway</u>	2
130373009	0.534	Single Family Residential	7-R	Graeagle Land and Water	<u>Unshaded Zone</u> XZone X	Lacks community sewer; <u>plans to build new system underway</u>	3
130373010	0.558	Single Family Residential	7-R	Graeagle Land and Water	Zone X Unshaded Zone X, Zone D	Lacks community sewer; <u>plans to build new system underway</u>	3
133020007	4.007	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone X	No community sewer	22

APN	Approx. Acreage	GP Designation	Zoning	Services District	FEMA Flood Zone	Site Constraints	Realistic Capacity
133041041	0.578	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	3
133041045	0.244	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133042004	0.314	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	2
133042014	0.178	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133042015	0.177	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133042016	0.177	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133043005	0.153	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133043010	0.156	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133043011	0.156	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133043012	0.156	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133043013	0.156	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133043014	0.157	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133043016	0.158	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133044002	0.01	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	0
133044004	0.141	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133046003	0.228	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	1
133053010	0.355	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	2
133150015	0.964	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	5
133150016	1.047	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	6
133310001	0.021	Single Family Residential	7-R	Clio Public Utility District	<u>Unshaded Zone</u> XZone-X	No community sewer	0
Total							2,84822

Source: Plumas County, 2019; PlaceWorks 2019.

DRAFT ~~September~~^{August} 2019 | Initial Study/Negative Declaration Addendum
County of Plumas

2019-2024 HOUSING ELEMENT CEQA ADDENDUM TO 2009-2014 HOUSING ELEMENT INITIAL STUDY/NEGATIVE DECLARATION (Plumas County Negative Declaration 646)

*County of Plumas Contact: Tracey Ferguson, AICP, Planning Director
555 Main Street
Quincy, California 95971
530.283.6214
traceyferguson@countyofplumas.com*

*Prepared by: Rebecca Herrin, Assistant Planning Director
530.283.6213
beckyherrin@countyofplumas.com*

Table of Contents

Section	Page
1. ADDENDUM TO AN ADOPTED INITIAL STUDY/NEGATIVE DECLARATION	1
1.1 BACKGROUND.....	1
1.2 PROPOSED PROJECT SUMMARY.....	2
2. CEQA ANALYSIS	87
3. FINDING	1140

This page intentionally left blank.

1. Addendum to an Adopted Initial Study/Negative Declaration

The County of Plumas does hereby, prepare, declare, and publish the 2019-2024 Housing Element California Environmental Quality Act (CEQA) Addendum to the 2009-2014 Housing Element CEQA Initial Study/Negative Declaration (IS/ND).

The 2019-2024 Housing Element (proposed project) would replace the adopted 2009-2014 Housing Element.

This Addendum has been prepared pursuant to Title 14, Sections 15162 and 15164 of the California Code of Regulations. A copy of the Addendum document, and all supportive documentation, may be reviewed or obtained at the Plumas County Planning and Building Services office, 555 Main Street, Quincy, California 95971.

1.1 BACKGROUND

Under the requirements of state law, every city and county in California must prepare a housing element as part of its general plan. The adopted housing element must document, in detail, existing conditions and projected needs in accordance with state housing law provisions. In addition, the discretionary approval action requires independent and project-specific environmental review. On February 16, 2010, the Plumas County Board of Supervisors held a public hearing and adopted the 2009-2014 Housing Element, which also allowed for adoption, by the Board, of Negative Declaration 646 at the same public hearing.

The housing element is a policy document that does not result in physical changes to the environment but includes programs that encourage the provision of affordable housing. While policies and programs could require changes to the zoning ordinance or result in actions of the County that could result in physical change, none of the policies or programs in the proposed project would result in physical changes to the environment. All development in the County is required to comply with the General Plan, zoning ordinance, and County standards.

The 2019-2024 Housing Element identifies housing solutions that address local housing problems and to meet or exceed the County's unincorporated area Regional Housing Needs Allocation (RHNA). The County recognizes that the provision of adequate housing is best met through a collaboration of various resources, including County departments, outside state and federal agencies, and Plumas County housing and special needs stakeholder groups. The proposed project establishes goals, policies, programs, and quantified objectives the County and its housing partners would implement to facilitate actions that address the County's identified housing issues over the planning period.

1. Addendum to an Adopted Initial Study/Negative Declaration

1.2 PROPOSED PROJECT SUMMARY

California Government Code, Section 65588(a)(2) "Review and Revision" requires that the proposed 2019-2024 Housing Element project review the goals, objectives (policies), and programs of the previous 2009-2014 Housing Element and report on the progress and effectiveness. The goals and objectives (policies) from the previous Housing Element were continued verbatim to the proposed 2019-2024 Housing Element. In many instances, programs from the previous Housing Element are modified and continued through to the proposed 2019-2024 Housing Element, while only a few programs, for various reasons, are proposed to be deleted. The evaluation of the previous Housing Element goals, objectives (policies), and programs analysis begins on page 13 of the proposed 2019-2024 Housing Element. Table 1-1 includes the changes in programs between the adopted Housing Element and the proposed 2019-2024 Housing Element.

Table 1-1 Summary of Policy Changes between the Adopted 2009-2014 Housing Element and the Proposed 2019-2024 Housing Element Project

Housing Goal, Policies, and Programs	Progress	Modify/Delete
Goal HE 1/Objectives 1-6: 1. Maintain a continuing program, in co-operation with state and federal agencies, to rehabilitate and replace substandard housing units. 2. Maintain a continuing program to provide subsidized housing, as funds are available from state and federal agencies. 3. Maintain a continuing program to assist first-time homebuyers. 4. Maintain minimum governmental regulations as necessary for public health and safety and a surplus of lands available for development so as to preclude artificially inflated costs. 5. Provide provisions for alternative types of housing in rural designated areas of Plumas County. 6. Maintain maximum flexibility in construction alternatives to allow individual choice in design alternatives.	Goal and objectives would be carried over into the 2019-2024 Housing Element.	Objectives have become Policies in the 2019-2024 Housing Element.
Program 1. Rehabilitation: Continue utilization of Rehabilitation Revolving Fund. Utilize additional state and federal programs, which may become available (Community Block Grant Program, Farmers Home 502 and 504).	The County does not currently have a housing rehabilitation revolving fund but remains interested in reinstating a housing rehabilitation program.	Modify as Program 14 .
Program 2. New Construction: The County will support and assist funding applications for the development of housing affordability to lower and moderate income households. Monitor private sector development activity.	New construction has been limited to single-family homes and manufactured homes. Due to the recession, development was slowed from pre-recession levels. Recovery has been gradual.	Modify and include in Program 3 and Program 12 .
Program 3: Rent Assistance: Continue present programs and expand program as funds are available from state and federal agencies (Department of Housing and Urban Development, Section 8).	The Plumas County Community Development Commission provides this rental assistance. The County has 170 active housing vouchers with 370 persons on the waiting list.	Modify and include as Program 23 .
Program 4: Plumas County Community Development Commission: Maintain the Plumas County Community Development Commission as the local contact and referral agency for complaints of housing discrimination and distribution of materials and information on fair housing throughout the County in all county buildings open to the public.	The Plumas County Community Development Commission provides this service but has not received any complaints.	Modify as Program 16 .

1. Addendum to an Adopted Initial Study/Negative Declaration

Table 1-1 Summary of Policy Changes between the Adopted 2009-2014 Housing Element and the Proposed 2019-2024 Housing Element Project

Housing Goal, Policies, and Programs	Progress	Modify/Delete
Program 5: Counseling: Provide counseling for various programs as needed.	The Plumas County Community Development Commission provides counseling for an average of 150 households annually.	Included in Programs 16, 18, and 23.
Program 6: First Time Homebuyer Program: The Regional Council of Rural Counties (RCRC) Californian Rural Home Mortgage Finance Authority offers a variety of first time homebuyers and no/low down-payment mortgage products for low- and moderate-income households.	The Plumas County Community Development Commission has not provided this program in the past, but commits to providing in the future.	Modify as Program 12.
Program 7: Infrastructure: Continue to provide technical assistance and to seek funds for infrastructure repair, upgrade and purchase to and for districts as requested.	The Plumas County Community Development Commission provides this service and applied for funding for infrastructure repair/upgrades during the 2009-2019 time period.	Modify and include as Program 24.
Program 8: Economic Development Funds: Apply for Community Development Block Grant economic development revolving loan funds.	The Plumas County Community Development Commission administers this program but did not apply for funding during the 2009-2019 time period.	Modify and include as Program 25.
Program 9: Economic Development Strategy: Prepare and carry out a continuing Economic Development Strategy.	In December, 2013, the County completed an update to the General Plan which contained an Economics Element. The Economics Element contains policies and implementation measures regarding the Economic Development Strategy and assisted the County in qualifying as an Opportunity Zone.	Delete – covered in Economics Element of County's 2035 General Plan.
Program 10: Governmental Regulations: Maintain minimum governmental regulations and a surplus of lands available for development so as to preclude artificially inflated costs.	The County keeps a vacant land inventory and the County's zoning code contains numerous by-right nondiscretionary processes.	Modify as Program 1 and Program 4.
Program 11: Dwellings: Transfer of Area: Amend zoning provisions to permit transfer of allowable area among additional quarters and guest houses through an administrative procedure which results in recorded documentation of the transfer.	This amendment has not occurred. However, the Zoning Code allows by right one dwelling unit, one guest house, one additional quarters within the dwelling unit, and one additional detached dwelling unit on any parcel twice or more the minimum parcel size in all residential zones.	Delete – accessory Dwelling Units are addressed under Program 10 and would provide options for affordable housing without additional administrative procedures.
Program 12: Camping: Removal of Time Limits: Amend Plumas County Code Section 9-2.405 to remove the limitation on camping of 120 days in a calendar year. Amend the definition of camping so that it is for transient occupancy, not permanent residence.	Although this amendment has not occurred, the County still plans to complete this amendment.	Modify and continue as Program 6.

1. Addendum to an Adopted Initial Study/Negative Declaration

Table 1-1 Summary of Policy Changes between the Adopted 2009-2014 Housing Element and the Proposed 2019-2024 Housing Element Project

Housing Goal, Policies, and Programs	Progress	Modify/Delete
Program 13: No Net Loss of Densities: The County shall not by administrative, quasi-judicial, or legislative action, reduce, require, or permit the reduction of the of residential density that is below that used in determining compliance with Housing Element law to accommodate the County's share of regional housing need for a minimum of twenty years.	The County has not been approached by any developers interested in such reduction of density.	Modify and continue as Program 11 .
Program 14: Yards: Fire Safe and Building Code: Amend the zoning requirements for yards to those necessary as per County code certified in lieu of the State Responsibility Area Fire Safe regulations. Rely on occupancy separation requirements of the California Building Code Part 2 of Title 24 of California Code of Regulations to adequately provide for public health and safety.	In November 2018, the California Board of Forestry and Fire Protection certified the County's ordinance in lieu of the State Fire Safe regulations as providing the same practical effect.	Delete – program completed.
Program 15: Infrastructure Capacity: As the Plumas Local Agency Formation Commission reviews of the municipal services provided within the County by the City and special districts are completed, incorporate into the analyses of infrastructure capacity to accommodate regional housing needs.	This information has been used in the 2019-2024 Housing Element analysis regarding vacant sites for Regional Housing Allocation Needs.	Modify and continue as part of Program 1 .
Program 16: Reasonable Accommodation: Adopt an ordinance providing reasonable accommodation under Federal and State Housing Laws.	The County has not yet adopted a reasonable accommodation ordinance.	Modify and continue as Program 8 .
Program 17: Identification of Sites Where Low and Moderate Income Housing Will Not Conflict with Existing Housing Regulations: Maintain a program of identifying to agencies and developers sites where low and moderate income housing will not conflict with existing zoning regulations. Answer all requests and explain regulations.	The County continues to maintain a sites inventory that identifies sites suitable for low- and moderate-income housing. The County did not receive any requests from developers for clarification.	Modify and continue as Program 1 .
Program 18: Inclusionary Zoning: Evaluate having an inclusionary zoning requirement within the zoning code.	No inclusionary zoning has been established.	Modify and continue as Program 2 .
Program 19: Housing Trust Fund: Evaluate establishing a housing trust fund.	No Housing Trust Fund has been established.	Modify and continue as Program 3 .

Source: County of Plumas, August 2019.

Additionally, the following ~~sixteen~~^{fifteen} programs are included in the proposed 2019-2024 Housing Element project and are not associated with a previous 2009-2014 Housing Element program similar to the programs listed in Table 1-1.

- 1. Program 5: Building, Planning and Zoning Codes.** As new California codes are adopted, the County will review Title 8 (Building Regulations) and Title 9 (Planning and Zoning) of the Plumas County Code of Ordinances for current compliance and adopt the necessary revisions so as to further local development objectives.

1. Addendum to an Adopted Initial Study/Negative Declaration

2. **Program 7: Provide Assistance for Persons with Developmental Disabilities.** Senate Bill (SB) 812 (Ashburn, 2010), which took effect January 2011, requires the County to address the needs of individuals with a developmental disability. The County will work with the Far Northern Regional Center to implement an outreach program that informs families in the County about housing and services available for persons with developmental disabilities. This outreach program will also include outreach to potential developers of affordable housing. The program could include the development of an informational brochure and directing people to service information on the County's website.
3. **Program 9: Transitional and Supportive Housing, and Navigation Centers.** In an effort to comply with state law, the County will review and revise, as necessary, its Zoning Ordinance to define and consider transitional and supportive housing a residential use permitted by right in all zones that permit residential uses, subject to only those restrictions that apply to residential uses of the same type in the same zone. To specifically comply with Assembly Bill (AB) 2162 (Chiu, 2018), the County will amend the Zoning Ordinance to allow supportive housing as a permitted use in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses. In addition, the County will amend the Zoning Ordinance to allow Low Barrier Navigation Centers pursuant to Government Code Section 65660 – 65668 (AB 101, Weiner, 2019). A Low Barrier Navigation Center means a Housing First approach, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low Barrier" means best practices to reduce barriers to entry, and may include, but is not limited to: the presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth; pets; the storage of possessions; and privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.
4. **Program 13: Preserve Assisted Units.** State law requires jurisdictions to provide a program in their housing elements to preserve publicly assisted affordable housing projects at risk of converting to market-rate housing. To ensure that assisted affordable housing remains affordable, PCCDC, in cooperation with the County, will monitor the status of all affordable housing projects and, as their funding sources near expiration, will work with owners and other agencies to consider options to preserve such units. The County and PCCDC, as appropriate, will also provide technical support to property owners and tenants regarding proper procedures relating to noticing and options for preservation.
5. **Program 15: Code Enforcement.** The County's Code Enforcement Officer handles code enforcement issues on a complaint-driven basis and deals with a variety of issues, including property maintenance, abandoned vehicles, and housing conditions. Complaints are investigated through an established code enforcement process. An Investigative Service Request Form or Complaint Form (found on the County's website at <https://www.plumascounty.us/79/Code-Enforcement>) is mandatory before a complaint is accepted for investigation. The complaint form can be submitted by mail, email, walk-in, or fax. Complaints should be filed when someone feels there is a violation of County Zoning Ordinance, Building Codes, and Environmental Health and Safety Regulations occurring in their neighborhood or community. The County will continue to use the Code Enforcement Department, as well as the Plumas County Sheriff's Office and Building Department staff, when needed, to ensure compliance.
6. **Program 17: Title 24 Energy Efficiency Standards.** The County will continue to enforce Title 24 of the California Building Code on all development.

1. Addendum to an Adopted Initial Study/Negative Declaration

7. **Program 18: Energy Efficiency Programs.** The County will work with utility providers (e.g., Liberty Energy, Plumas Sierra Rural Electric Cooperative, and PG&E) and PCCDC to encourage existing income qualifying residents to participate in energy efficiency retrofit programs, such as the Low Income Weatherization Program, Low Income Home Energy Assistance Program (HEAP), and Winter Rate Assistance Program (WRAP). PCCDC will consider sponsoring an energy awareness program in conjunction with utility providers in Plumas County to educate residents about the benefits of various retrofit programs.
9. **Program 19: Housing Condition Survey.** The County, in cooperation with PCCDC, will conduct a housing condition survey to identify areas of housing deterioration and dilapidation to determine the number of housing units in the unincorporated Plumas County area that are in need of rehabilitation or replacement.
10. **Program 20: Employee Housing.** The Plumas County Zoning Ordinance permits employee housing, meaning dwelling units or manufactured homes, by right, in the County's two agricultural zones; Agricultural Preserve (AP) and General Agriculture (GA). To comply with California Health and Safety Code Sections 17021.5 and 17021.6 the County will review and revise, as necessary, its Zoning Ordinance to ensure employee housing cannot be deemed a use that implies that the employee housing is an activity that differs in any other way from an agricultural use, and the permitted occupancy and definition of employee housing in an agricultural zone must include agricultural employees who do not work on the property where the employee housing is located.
11. **Program 21: Housing for Lower Income and Extremely Low-Income Households.** The County will proactively encourage and facilitate the development of affordable housing for lower income households through actions such as providing regulatory incentives, reducing or waiving development fees, and outreaching to nonprofits and affordable housing developers to assist in the application for state and federal funding sources. In addition, PCCDC, in collaboration with the County, will explore the feasibility of preserving and rehabilitating existing older (structurally sound) motels in Plumas County suitable for single-room occupancy (SRO) units, typically between 200 and 350 square feet, and consider providing funding sources to assist. These units provide a valuable source of affordable housing for extremely low-income households/individuals and can serve as an entry point into the housing market for people who have previously experienced insecure housing conditions.
12. **Program 22: Emergency Shelter Development.** Pursuant to SB 2, the County will amend the Zoning Ordinance to allow emergency shelters as a permitted use in the M-R zone without a conditional use permit or other discretionary review. Emergency shelters will not be subject to additional development standards, processing, or regulatory requirements beyond what applies to residential development in the M-R zone. In addition, the County will evaluate adopting development and managerial standards that will be consistent with California Government Code Section 65583(a)(4). These standards may include such items as lighting, on-site management, maximum number of beds or persons to be served nightly by the facility, off-street parking based on demonstrated need, and security during hours that the emergency shelter is in operation.
13. **Program 23: Housing Choice Voucher Program.** PCCDC, in cooperation with the County, will continue to manage the Housing Choice Voucher Program (Section 8) for Plumas, Lassen, Sierra, and Tehama counties to assist eligible tenants by paying a portion of the rent to a landlord for a privately leased unit. The PCCDC Board of Commissioners, as appropriate, will adopt resolution(s) supporting an increase of locally administered Section 8 housing program rental vouchers.

1. Addendum to an Adopted
Initial Study/Negative Declaration

14. **Program 24: Water and Sewer Infrastructure.** In cooperation with special districts, PCCDC will continue to seek funding for water and sewer infrastructure repairs, upgrades, and new facilities.
15. **Program 25: Community Development Block Grant Funding.** The County will support PCCDC when applying for Community Development Block Grant (CDBG) program funding.
16. **Program 26: Mobile Home Parks.** The County, in coordination with HCD, will review and evaluate the housing conditions of tenants of mobile home parks and identify strategies to address the needs, as appropriate, including seeking technical assistance and financial resources from HCD.

2. CEQA Analysis

Under CEQA Guideline Section 15164, an addendum to a Negative Declaration may be prepared if only minor technical changes are required or if none of the conditions identified in CEQA Guideline Section 15162 are present. In the absence of substantial evidence to support a fair argument that the project changes may result in significant environmental impacts not previously studied, an addendum to the Negative Declaration is appropriate. The following review proceeds with the requirements of CEQA Guidelines Section 15162 in mind.

This CEQA analysis discussion concludes that an addendum is appropriate for the proposed 2019-2024 Housing Element project since the conditions set forth in Section 15162 are not present.

Discussion

The discussion in this Addendum confirms that the proposed changes to the Housing Element update have been evaluated for significant impacts pursuant to CEQA. The discussion is meaningfully different than a determination that a project is “exempt” from CEQA review, as the proposed 2019-2024 Housing Element update is not exempt. Rather, the determination here is that the potential impacts of the proposed 2009-2014 Housing Element project were in a previously adopted Initial Study/Negative Declaration (i.e., the 2009-2014 Housing Element Negative Declaration 646) and that the Initial Study/Negative Declaration provides a sufficient and adequate analysis of the environmental impacts of the proposed 2019-2024 Housing Element update. Thus, the County determined that an addendum rather than an exemption is the appropriate environmental document.

The following identifies the standards set forth in Section 15162. The text that follows the provisions of the law relates to the proposed project.

1. **No substantial changes are proposed in the project which would require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.**

The program changes included in the proposed project are limited to complying with state law, or the elimination of programs where the County has addressed elsewhere or already completed the identified task. As with the adopted Housing Element, this document does not result in the rezoning of land or approval of any development project. Subsequent development must be consistent with the General Plan, and if a discretionary approval is required, the project is subject to CEQA review.

2. CEQA Analysis

The fifteen new programs represent, for example, how the County would process applications for development, encourage affordable housing, amend the Zoning Ordinance in accordance with state law, and collaborate with utility providers to support residential energy efficiency. These modifications do not amend the adopted development pattern for the County as expressed in the Land Use Element of the General Plan and would not physically change the environment. While the changes in programs would affect how the development would be processed, all development must be consistent with the General Plan and zoning ordinance that govern location and type of land use. The proposed programs would not allow any development to forego the development review and approval process.

2. The project will have one or more significant effects not discussed in the previous EIR or negative declaration.

As shown in the proposed project, the adopted housing goal and all of the policies have not been modified and would be continued with adoption of the proposed 2019-2024 Housing Element. Table 1-1, above, shows that the amended programs are similar in impact to the adopted programs, and in most instances are being amended to comply with existing state law. The fifteen new programs affect how the County considers processing of development projects. As all development projects must be consistent with the General Plan, zoning, and development standards of the County, and the proposed 2019-2024 Housing Element project does not affect any of these existing requirements, the resulting development impacts would be identical to the previously adopted 2009-2014 Housing Element Initial Study/Negative Declaration.

3. Significant effects previously examined will be substantially more severe than shown in the previous EIR.

There were no significant impacts identified in the previously adopted 2009-2014 Housing Element Initial Study/Negative Declaration, and, as stated in question number two above, there are no significant impacts associated with the proposed project.

4. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or Association of Environmental Professionals 2018 CEQA Guidelines 192.

There were no mitigation measures included in the previously adopted 2009-2014 Housing Element Initial Study/Negative Declaration, and the proposed project does not result in significant impacts that would result in new mitigation measures. The County is required by state law to follow the policies of the General Plan, which includes the policies in the proposed 2019-2024 proposed Housing Element project.

2. CEQA Analysis

5. **Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.**

There are no mitigation measures included in the previously adopted 2009-2014 Housing Element Initial Study/Negative Declaration, and the proposed project does not result in significant impacts that would result in new mitigation measures. The County is required by state law to follow the policies of the General Plan, which includes the policies in the proposed 2019-2024 Housing Element project.

3. Finding

The County of Plumas has reviewed the proposed changes to the 2019-2024 proposed Housing Element project, and on the basis of the whole record before it, the County has determined that there is substantial evidence to support the determination that the 2009-2014 Housing Element Initial Study/Negative Declaration remains relevant in considering the environmental impacts of the proposed project changes.

Further, there is no substantial evidence to suggest that the environmental impacts of the proposed project, as identified in this Addendum, may have a significant effect on the environment beyond what was evaluated in the adopted 2009-2014 Housing Element Initial Study/Negative Declaration. Therefore, a subsequent Initial Study/Negative Declaration or Initial Study/Mitigated Negative Declaration is not required.

**PLUMAS COUNTY
PLANNING COMMISSION**

Minutes of the Special Meeting of August 29, 2019

PLANNING COMMISSION MEMBERS:

Dr. Robert Abbott, *Chair (District 1)*

Moorea Hoffman Stout, *Commissioner (District 2)*

Jeff Greening, *Commissioner (District 3)*

Larry Williams, *Commissioner (District 4)*

John Olofson, *Vice-Chair (District 5)*

I. CALL TO ORDER

Vice- Chair John Olofson calls the meeting to order at 10:00 am.

II. SALUTE TO THE FLAG

III. ROLL CALL

Commissioners Present: Jeff Greening, Larry Williams, John Olofson

Commissioners Absent: Dr. Robert Abbott, Moorea Hoffman Stout

Also in attendance (*Supervisors and staff*)

Tracey Ferguson, AICP, Planning Director

Rebecca Herrin, Assistant Planning Director

Tim Evans, Associate Planner

Gretchen Stuhr, Deputy County Counsel

IV. CONSENT ITEMS

A. Items to be continued or withdrawn from the agenda: None.

B. Minutes from the meeting of August 15, 2019: *M/S/C: Greening/Williams/3-0 to approve the minutes of the meeting of August 15, 2019.*

V. PLANNING COMMISSIONERS' REPORTS/COMMENTS:

There are no Planning Commissioners' reports or comments.

VI. PUBLIC COMMENT OPPORTUNITY

Guy McNett, Trustee of the Board of Feather River College, speaks to the Commission. He is concerned with the lack of student housing for Feather River College students.

VII. PUBLIC HEARING: 2019-2024 DRAFT HOUSING ELEMENT AND REVIEW OF PROPOSED CEQA ADDENDUM: *Tracey Ferguson, AICP, Planning Director*

Planning Director Tracey Ferguson gives the staff report. The Housing Element is one of seven mandated General Plan elements. The Housing Element is more prescribed than the other elements in that state law contains specific language on the requirements to be included in the Housing Element.

The California Department of Housing and Community Development (HCD) allocates RHNA (Regional Housing Needs Allocation) to each county and city in California. The County's share of the RHNA is 16 units, by income category, based in relation to median income. That translates to 2 Extremely Low (below 30 percent of Area Median Income), 3 Very Low (31-50 percent of Area Median Income), 3 Low (51-80 percent of Area Median Income), 2 Moderate (81-120 percent of Area Median Income) and 6 Above Moderate (above 120 percent of Area Median Income).

As part of the Housing Element Update, the previous Housing Element programs must be evaluated as to status and effectiveness. The existing programs may be modified and continued into the new Housing Element, deleted, or new programs may be added.

Ferguson presents a table on page 3 of the staff report that lists the 2009-2014 Housing Element Programs with recommendations for modification or deletion. The Goals and Policies from the 2009-2014 Housing Element have been carried forward. There are now 25 programs recommended in the 2019-2024 Housing, which includes those programs being modified and continued and new programs added to address changes to state law requirements.

The Plumas County Community Development Commission is a partner in many of the programs, along with the Building and Code Enforcement departments. However, Planning is the responsible agency for the implementation and monitoring of most of the programs.

Ferguson provides a summary of each proposed program. Program 22 addresses Emergency Shelter development. State law requires that the County identify a zone or zones where Emergency Shelter is permitted without constraints. Staff has proposed that the M-R (Multiple-Family Residential) zoning code be amended to allow Emergency Shelter by right. Until this code amendment is finalized, the Housing Element cannot be certified by HCD and there can be no SB 2 grant funding released.

State law requires the Housing Element contain quantified objectives for the maintenance, preservation, improvement, and development of housing. Based on policies and program actions and given the availability of resources and expectation regarding further development, a number of "quantified objectives" for new construction, rehabilitation, conservation and preservation in various income categories has been determined.

Ferguson has been in communication with Paul MacDougall, of HCD, and has incorporated his comments in the Element document. She will continue to be in contact with HCD up the September 17th date when the conditional letter is scheduled to be issued.

The CEQA Addendum to the 2009-2014 Housing Element Initial Study/Negative Declaration Number 646 has been prepared for the environmental review. No substantial changes have occurred since the 2009-2014 review, therefore an Addendum can be used.

Vice-Chair Olofson opens the public hearing.

Guy McNett questions the RHNA number of 16 units as being reasonable for the County to provide. Ferguson explains that the number is a fair share of the overall determined need. The County needs to show that it has provided for adequate sites that are zoned appropriately, but does not have to physically construct the units.

Vice-Chair Olofson closes the public hearing. Discussion ensues among the Commissioners.

Commissioner Williams notes that, on page 55 of the Draft Housing Element, the statement that Pacific Gas and Electric provides gas service in the County is incorrect.

M/S/C: Williams/Greening/3-0 to forward the Draft 2019-2024 Housing Element and CEQA Addendum to the Board of Supervisors with recommendation for adoption.

VII. INFORMATIONAL ITEMS/ON-GOING PROJECT UPDATES

Planning Director Ferguson reports that the 2035 General Plan will be posted on the county website shortly. The Commissioners will be provided copies of the final adopted version on September 19, 2019. From there, the Commission may discuss strategies on how to review the goals, policies and implementation measures of the General Plan.

IX. CORRESPONDENCE

Vice-Chair Olofson reminds the Commission of a letter from a constituent suggesting that the Planning Commission hold meetings at different hours, other than during the day when most people are unable to attend. Discussion about how these types of letters should be made part of the public record takes place. All correspondence should be forwarded to the Planning Director and/or staff to determine if the correspondence should be distributed.

X. FUTURE AGENDA ITEMS

Zoning Code priority list will be included on a future agenda for discussion.

XII. ADJOURNMENT:

M/S/C: Williams/Greening/3-0 to adjourn the meeting. The special meeting is adjourned at 11:03 am. The next meeting of the Commission will be the regularly scheduled meeting on September 5, 2019 at 10:00 am.


John Olofson, Vice-Chair
Plumas County Planning Commission


Rebecca Herrin, Assistant Planning Director

RESOLUTION NUMBER P. C. 2019-7

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT THE 2019-2024 HOUSING ELEMENT CEQA ADDENDUM TO THE 2009-2014 HOUSING ELEMENT INITIAL STUDY/NEGATIVE DECLARATION 646 BE ADOPTED AND THAT THE 2019-2024 HOUSING ELEMENT ALSO BE ADOPTED

WHEREAS, the Housing Element is one of the seven state-mandated elements of the Plumas County General Plan and provides the framework to address the existing and projected housing needs of all economic segments of the unincorporated area of Plumas County; and

WHEREAS, the July 2019 Draft Housing Element was submitted to the California Department of Housing and Community Development on July 19, 2019 and that department reviewed the document and provided comments; and

WHEREAS, the comments received from the California Department of Housing and Community Development were addressed by staff and, subsequently, additional information was incorporated into the August 2019 Draft Housing Element which was presented to the Commission on August 29, 2019; and

WHEREAS, an addendum to the Initial Study/Negative Declaration 646 was prepared as review pursuant to the California Environmental Quality Act under Title 14, Sections 15162 and 15164 of the California Code of Regulations; and

WHEREAS, under CEQA Guidelines Section 15164, an addendum to a Negative Declaration may be prepared if only minor technical changes or additions are required or if none of the conditions identified in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR or Negative Declaration have occurred; and

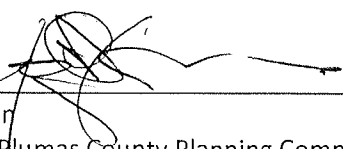
WHEREAS, the Planning Commission held a properly noticed public hearing on the 2019-2024 Draft Housing Element and proposed CEQA Addendum on August 29, 2019, and received testimony from all interested parties.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors find that the CEQA Addendum to the Initial Study/Negative Declaration 646 provides appropriate environmental review for the 2019-2024 Housing Element and that the Board of Supervisors adopt the Housing Element as presented.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 5th DAY of SEPTEMBER, 2019 by the following roll call vote:

AYES: Commissioners: GREENING, WILLIAMS, OLOFSON
NOES: Commissioners: NONE
ABSENT: Commissioners: ABBOTT, STOUT

Said resolution to be effective as of the 5th day of September, 2019.


John Olofson
Vice-Chair, Plumas County Planning Commission

ATTEST:


Tracey Ferguson, Planning Director

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



September 16, 2019

Tracey Ferguson, Director
Planning Department
County of Plumas
555 Main Street
Quincy, CA 95971

Dear Tracey Ferguson:

RE: Review of the County of Plumas' 6th Cycle (2019-2024) Draft Housing Element

Thank you for submitting the Plumas County draft Housing Element update received for review on July 19, 2019, along with revisions on August 26 and September 12, 2019. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

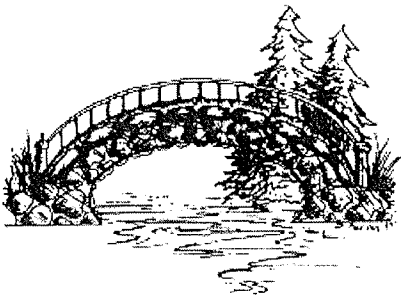
The draft Housing Element with revisions meets the statutory requirements of state Housing Element law. The Housing Element will comply with state Housing Element law (Article 10.6 of the Government Code) when it is adopted and submitted to HCD, in accordance with Gov. Code section 65585.

Public participation in the development, adoption, and implementation of the Housing Element is essential to effective housing planning. Throughout the Housing Element process, the county should continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate.

HCD appreciates the county's cooperation and assistance in the preparation of the Housing Element and looks forward to receiving Plumas County's adopted Housing Element. If you have any questions or need additional technical assistance, please contact Irvin Saldana, of our staff, at (916) 263-5151.

Sincerely,

Zachary Olmstead
Deputy Director



Plumas Crisis Intervention and Resource Center

591 W. Main St.
Quincy, CA 95971
(530) 283-5515
(530) 283-3539 Fax
e-mail: pcirc@pcirc.com

September 19, 2019

Plumas County Planning Department
555 Main Street
Quincy, CA 95971

Attention: Tracey Ferguson, Planning Director

Re: Plumas County Housing Element 2019-2024

Dear Ms. Ferguson:

On behalf of Plumas Crisis Intervention and Resource Center (PCIRC), this agency would like to contribute the following comments and potential edits and additions to the draft of the Plumas County Housing Element 2019-2024:

1. In general, that the plan includes multiple poverty sources as a data element in consideration of the housing needs of extremely low-income seniors and special populations.
2. That the Housing Goals, Policies and Programs inclusively address and meet the needs of all suggested new housing elements.
3. Page 4:
 - a. That vacant and underutilized properties under the ownership of Plumas County be considered for donation to PCIRC for the development of housing units for the homeless, transitioning offenders, seniors and other special populations. This gives Plumas County direct buy-in to address the lack of affordable housing and emergency shelter units in the county.
4. Page 5:
 - a. Add that PCIRC is an on-going partner and responsible agency in the development of housing programs to complement the work of Plumas County Community Development Commission (PCCDC).

5. Page 14:

- a. #3: Add PCIRC in the chart that provides Emergency Motel Sheltering, Homeless Prevention Services and Rapid Rehousing Services as the Point of Coordinated Entry under NorCal Continuum of Care (CoC) in Plumas County;
- b. #8 Add PCIRC as a partner in economic development funding and CDBG applications for capital facility development projects.

6. Page 26:

- a. Add special needs populations such as residents who are suffering from severe mental illness (SMI), as well as transitioning offenders reintegrating from jail, probation and parole. In the Senior Households component, refer to documents such as the Graying of the North State by the California Endowment, The Graying of the Prisons, and regional Area Agency on Aging reports and statistics that show the high number of seniors and seniors over age 85 projected for Plumas County. These groups tend to be extremely low-income and more difficult to serve in meeting their housing needs. Additional assisted-living and Green House Project Model of facilities need further consideration to address the aging northern California populations when seniors can no longer live alone but do not require long-term care.

7. Page 29:

- a. Review local statistics on female-headed households quoted by Plumas County Public Health and Plumas County Behavioral Health – rates may be higher than posited therein.

8. Page 30:

- a. Edit PCIRC language as follows:
 - i. PCIRC serves as the Point of Coordinated Entry (PCE) for homelessness in Plumas County and offers the following housing programs:
 1. Mac Housing Program – Homeless Prevention Services;
 2. Emergency Motel Sheltering;
 3. Pathways Home (housing support for transitioning offenders);
 4. CalWorks Housing Program;
 5. and in collaboration with Prop 47, the Plumas House Transitional Sober Living Environment (males);
 6. Quincy House Transitional Sober Living Environment (females);
 7. Family Cottage Transitional Sober Living Environment (families);
 8. Ohana House (homeless and transitional shelter for young adults).

All housing programs utilize the evidence-based Housing First Model providing low-barrier entry. During the recent Camp Fire and Walker Fire, PCIRC provided emergency shelter, grief counseling, wrap-around case management and additional

resource services to victims. In some Camp Fire cases, PCIRC was successful in securing permanent housing for victims wishing to remain in Plumas County.

9. Page 36:

- a. Add Mobile Home Park Rehabilitation and Resident Ownership, plus “No Place Like Home” to financial resources.

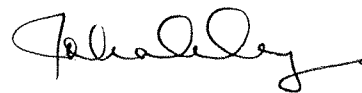
PCIRC would ask through this document that the Plumas County Board of Supervisors consider addressing additional housing models that include the development of tiny houses, container homes and / or cabins to directly alleviate the homelessness situation in Plumas County. Units would serve as emergency, transitional and / or permanent housing, while significantly addressing and reducing the high costs, burden and often lack of availability of emergency motel rooms and transitional housing.

Please also consider the development and utilization of a “Safe Parking Lots (SPL)” model for individuals and families living in their vehicles while awaiting permanent housing. Possible sites include public, private and faith-based parking lots, upon their buy-in and approval. This SPL model is utilized in larger cities with strict program and compliance guidelines that help to protect the safety of homeless individuals, seniors, children and families. Many homeless individuals choose to “car camp,” especially when pets are involved, as many local motels refuse service to those with “non-service animals.”

On behalf of PCIRC, a nonprofit in its 36th year of business, I would like to thank you for this opportunity to provide comments to the Plumas County Housing Element 2019-2024.

PCIRC Administrative staff are available for any further questions surrounding housing services and assistance that this agency has been providing to the homeless and other high-risk populations within Plumas County.

Yours sincerely,



Johanna A. Downey
Executive Director, PCIRC
530. 283. 5515
jadowney@pcirc.com



(530) 283-0800

FEATHER PUBLISHING CO., INC.

P.O. BOX B, QUINCY, CA 95971

STATE OF CALIFORNIA }
County of Plumas } ss.
and/or Lassen }

RECEIVED

SEP 16 2019

PC Planning+Building

Keri B. Taborski deposes and says: That she is the principal clerk for the publisher of the



FEATHER RIVER
BULLETIN

Quincy, Plumas County
Adjudication Decree #4644



RECORD

Greenville, Plumas County
Adjudication Decree #5462



Chester Progressive

Chester, Plumas County
Adjudication Decree #5956



PORTOLA REPORTER

Portola, Plumas County
Adjudication Decree #2497



Susanville, Lassen County
Adjudication Decree #15466

that the Public Hearing, Plumas Board of

Supervisors re: Housing Element

of which the attached is a true printed copy, was published in the weekly issue of said newspaper(s) as indicated above (and not in a supplement thereof) for One

consecutive week(s), beginning Sept. 18, 2019

and ending Sept. 18, 2019, both dates inclusive,

to wit: Sept. 18, 2019

Date: Sept. 18, 2019

/s/

Keri B. Taborski

Keri B. Taborski

**Public Hearing Notice
2019-2024 Draft Housing Element
and CEQA Addendum to the
2009-2014 Housing Element Initial
Study/Negative Declaration
Number 646**

The Plumas County Board of Supervisors will hold a public hearing on the proposed CEQA Addendum to the 2009-2014 Housing Element Initial Study/Negative Declaration Number 646 and the Draft Housing Element on October 1, 2019 at 1:00 p.m. in the Supervisors Board Room, Courthouse, Third Floor, 520 Main Street, Room 308, Quincy, CA 95971

The Housing Element is one of the seven state mandated elements of the Plumas County General Plan and provides the framework to address the existing and projected housing needs of all economic segments of the unincorporated area of Plumas County. Under state law, the Housing Element must address the County's Regional Housing Needs Allocation (RHNA) and analyze the needs and issues of housing availability and affordability, among others. The Housing Element then sets forth goals, policies, and programs to address the identified needs and issues.

Place: Plumas County Courthouse, Supervisors Board Room, Third Floor, Room 308, 520 Main Street, Quincy, CA 95971

Date: October 1, 2019

Time: 1:00 p.m.

The Public Review Draft Housing Element is now available for review and comment. The California Department of Housing and Community Development review period is from July 19, 2019 through September 17, 2019. Please visit the Planning Department, 555 Main Street, Quincy, during normal business hours (8 am to 5 pm) to reference a hard copy, or for an electronic copy, access the link below:

https://www.plumascounty.us/DocumentCenter/View/24442/Plumas-County_Public-Review-Draft-Housing-Element_82619?bidld=

A CEQA Addendum to the 2009-2014 Housing Element Initial Study/Negative Declaration Number 646 is proposed to be adopted and can be viewed at:

https://www.plumascounty.us/DocumentCenter/View/24443/2019-2024_HousingElement_CEQA-Addendum_DRAFT-AUG-2019?bidld=

Written or emailed comments may be submitted to Rebecca Herrin, Assistant Planning Director, Plumas County Planning Department, 555 Main Street, Quincy, CA; beckyherrin@countyofplumas.com. Public comments may be submitted during the HCD review period, up to and during the Board of Supervisors public hearing and adoption of the Housing Element.

Published FRB, IVR, PR, CP

Sept. 18, 2019]

RECEIVED

SEP 16 2019

PC Planning+Building

5B



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Rebecca Herrin, Assistant Planning Director *rh*

MEETING DATE: October 1, 2019

SUBJECT: **PUBLIC HEARING ITEM:** Proposed ordinance amending Plumas County Code Title 9 (Planning and Zoning) Accessory dwelling units and Emergency shelter

RECOMMENDATIONS:

1. Hold the public hearing on the proposed draft ordinance
2. Waive the first reading of the ordinance

BACKGROUND:

The proposed draft ordinance incorporating provisions to address accessory dwelling units was discussed by the Planning Commission at a workshop held on August 1, 2019 and a resolution recommending approval of the proposed ordinance, incorporating standards for emergency shelter, was adopted after a noticed public hearing was held on September 5, 2019. As state law had changed, the zoning code was determined by the Commission to require an update. Two programs in the proposed Draft 2019-2024 Housing Element require that the zoning code be updated as well.

A **summary** of the changes to the zoning code proposed in the original draft ordinance is as follows:

- A definition of "Accessory dwelling unit" has been added to the zoning code. Accessory dwelling units are attached or detached residential dwelling units meeting certain criteria.

*"**Accessory dwelling unit** shall mean an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit shall also include an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code."*

"An accessory dwelling unit shall either be attached to the existing dwelling unit, or located within the living area of the existing dwelling unit or detached from the existing dwelling unit and located on the same property as the existing dwelling unit. The increased floor area of an attached accessory dwelling unit shall not

exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet. The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet, excluding garages or any accessory structure. No passageway from any street to an entrance of the accessory dwelling unit shall be required."

- The definition of dwelling unit has been revised to eliminate "additional quarters", which was previously a part of the definition. The additional quarters provision allows a separate unit, no larger than 30 percent of the floor area of the dwelling unit, as part of the dwelling unit. The definition of dwelling unit has also been refined to more closely follow the wording of the definition in state law.
- Parking provisions in the "General Requirements" section have been revised to implement state requirements for accessory dwelling units.
- "Guest house" has been replaced with "accessory dwelling unit" in the uses sections of the 2-R, 3-R, 7-R (Single-Family Residential) and M-R (Multiple-Family Residential) zoning codes. A "guest house" is defined as a detached structure of no more than 1,200 square feet, excluding garages and carports. Guest houses will remain as a permitted use in all residential zones other than Single-Family and Multiple-Family Residential. As an accessory dwelling unit provides more options than the guest house, this is a net gain in the numbers of options available for affordable housing.
- The setback provisions in the yards sections of the 2-R, 3-R, 7-R (Single-Family Residential) and M-R (Multiple-Family Residential) zoning codes have been reduced for existing garages that are converted to accessory dwelling units and for accessory dwelling units that are constructed above garages.
- "Additional quarters" have been added back to the zoning categories, other than Single-Family Residential and Multiple-Family Residential, in order to replace what was lost in the initial elimination of "additional quarters" from the definition of "dwelling unit", resulting in no net loss of density.
- "Additional quarters" will no longer be permitted in the AP (Agricultural Preserve), GA (General Agriculture), TPZ (Timberland Production Zone), GF (General Forest) and M (Mining) zones. This will bring the code in line with the approved density and intensity standards in the Plumas County General Plan.

During the preparation of the 2019-2024 Housing Element, it was revealed that there were state law provisions regarding emergency shelters that required:

- A definition of "emergency shelter" was required to be added to the zoning code and;

- Emergency shelters were required to be permitted by right within certain designated areas of the county. Therefore, it is proposed that “emergency shelter” be added to the permitted uses allowed by right in the M-R (Multiple-Family Residential) zoning code.

Pursuant to Senate Bill 2, the County must identify a zone or zones where emergency shelters are allowed as a permitted use without a conditional use permit or other discretionary permit. The zone or zones identified must have land available to accommodate an emergency shelter.

The definition of “**Emergency shelter**” is: *“housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.”*

Programs 10 (Accessory Dwelling Units) and 22 (Emergency Shelter Development) of the Draft 2019-2024 Housing Element are implemented, for the most part, by the proposed ordinance. There is a provision in Program 22 (Emergency Shelter Development) that the County further evaluate adopting development and managerial standards that are consistent with California Government Code Section 65583(a)(4). These standards may include such items as lighting, on-site management, maximum number of beds or persons to be served nightly by the facility, off-street parking based on demonstrated need, and security during hours that the emergency shelter is in operation. This evaluation will be added to the list of those issues that will need ongoing review and implementation as part of the 2019-2024 Housing Element.

CEQA COMPLIANCE AND DETERMINATION:

The ordinance’s adoption will implement state law requirements, Programs 10 (Accessory Dwelling Units) and 22 (Emergency Shelter Development) of the 2019-2024 Housing Element which has undergone environmental review under the 2019-2024 Housing Element CEQA Addendum. The ordinance adoption can be seen to be exempt from the requirements of the California Environmental Quality Act under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment.

ATTACHMENTS:

1. Proposed ordinance and attachments
2. Planning Commission Resolution 2019-6 making recommendations to the Board of Supervisors
3. Copy of Public Hearing Notice

RECOMMENDATIONS:

Staff recommends that the Board of Supervisors:

1. Hold the public hearing.
2. Waive the first reading of the proposed ordinance incorporating standards for Accessory dwelling units and Emergency shelter.

ORDINANCE NO. 2019-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING PLUMAS COUNTY CODE TITLE 9 (PLANNING AND ZONING), CHAPTER 2, ARTICLES 2, 4, 13, 14, 15,
16, 17, 18, 19, 20, 21, 22, 23, 25, and 26; ACCESSORY DWELLING UNITS.

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

Section 1. Plumas County Code Sections 9-2.201.1 "Accessory dwelling unit", 9-2.228 "Dwelling Unit", and 9-2.230.5 "Emergency shelter" of Article 2 of Chapter 2 of Title 9 (Planning and Zoning) of the Plumas County Code are hereby amended and adopted as set forth in "Exhibit A".

Section 2. Plumas County Code Sections 9-2.408 "Garages and Carports" and 9-2.414 "Parking and Loading" of Article 4 of Chapter 2 of Title 9 (Planning and Zoning) of the Plumas County Code are hereby amended and adopted as set forth in "Exhibit A".

Section 3. Plumas County Code Sections 9-2.1302 "Uses (2-R, 3-R, 7-R)" and 9-2.1305 "Yards (2-R, 3-R, 7-R)" of Article 13 of Chapter 2 of Title 9 (Planning and Zoning) of the Plumas County Code are hereby amended and adopted as set forth in "Exhibit A".

Section 4. Plumas County Code Sections 9-2.1402 "Uses (M-R)" and 9-2.1405 "Yards (M-R)" of Article 14 of Chapter 2 of Title 9 (Planning and Zoning) of the Plumas County Code are hereby amended and adopted as set forth in "Exhibit A".

Section 5. Plumas County Code Section 9-2.1502 "Uses (S-1)" of Article 15 of Chapter 2; 9-2.1602 "Uses (S-3)" of Article 16 of Chapter 2; 9-2.1702 "Uses (R-10)" of Article 17 of Chapter 2; 9-2.1802 "Uses (R-20)" of Article 18 of Chapter 2; 9-2.1902 "Uses (C-1)" of Article 19 of Chapter 2; 9-2.2002 "Uses (C-2)" of Article 20 of Chapter 2; 9-2.2102 "Uses (C-3)" of Article 21 of Chapter 2; 9-2.2202 "Uses (R-C)" of Article 22 of Chapter 2; 9-2.2302 "Uses (Rec)" of Article 23 of Chapter 2; 9-2.2502 "Uses (I-1)" of Article 25 of Chapter 2; 9-2.2602 "Uses (I-2)" of Article 26 of Chapter 2, all of Title 9 (Planning and Zoning) of the Plumas County Code are hereby amended and adopted as set forth in "Exhibit A".

Section 6.

Exhibit "A" shall take effect thirty (30) days after adoption by the Board of Supervisors.

Section 7. Codification.

This ordinance shall be codified.

Section 8. Publication.

A summary of this ordinance shall be published, pursuant to Section 25124(b)(1) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the *Feather River Bulletin*, the *Indian Valley Record*, the *Chester Progressive*, and the *Portola Reporter*, newspapers of general circulation in the County of Plumas.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on

the _____ day of _____, 2019, and passed and adopted on the _____

day of _____, 2019 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chairman, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors

Exhibit "A"

Sec. 9-2.201.1. Accessory dwelling unit.

"Accessory dwelling unit" shall mean an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit shall also include an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code.

An accessory dwelling unit shall either be attached to the existing dwelling unit, or located within the living area of the existing dwelling unit or detached from the existing dwelling unit and located on the same property as the existing dwelling unit. The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet. The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet, excluding garages or any accessory structure. No passageway from any street to an entrance of the accessory dwelling unit shall be required.

Sec. 9-2.228. Dwelling unit.

"Dwelling unit" shall mean a building, or portion of a building, which provides **includes permanent provisions** for **living**, sleeping, cooking, eating and sanitation for one family ~~and may include one additional quarters and shall include household animals.~~

Sec. 9-2.230.5. Emergency shelter.

"Emergency shelter" shall mean **housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.**

Sec. 9-2.408. Garages and carports.

- (a) **Garage and carport conversion.** Garages and carports may be converted to other uses only if they meet the yard requirements of the zone in which the garage or carport is located, **except that no setback shall be required for an existing garage that is converted to an accessory dwelling unit. A setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.**

Sec. 9-2.414. Parking and loading.

- (a) **Application.** Listed in this section are the minimum off-street parking requirements. Uses involving the receipt and distribution of materials shall be subject to the minimum loading space requirements. Where parking and loading requirements cannot be based solely upon the uses listed, the Planning Director shall determine the requirements or the additional requirements. Any parking and loading requirements may be modified, as necessary, by the Planning Director.
- (b) **Number of spaces.** Off-street parking spaces shall be provided at the rates set forth below:

Basis

Parking Spaces

Dwelling units	Two
Accessory dwelling units	One, except as modified below
Additional quarters	One
Guest houses	One
Employees	One for each of the employees working at one time
Seating	One for every four seats, or fraction thereof
Sales and service floor areas	One for each 500 square feet, or fraction thereof
Boat ramps	Twenty

No off-street parking spaces shall be required for accessory dwelling units that meet any of the following listed instances:

- (1) The accessory dwelling unit is located within one-half mile of public transit.
- (2) The accessory dwelling unit is located within an architecturally and historically significant historic district.
- (3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
- (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- (5) When there is a car share vehicle located within one block of the accessory dwelling unit.

Loading Spaces

Any of floor, storage or merchandise areas or combinations thereof	One for each 5,000 square feet, or fraction thereof
--	---

(c) *Design.*

- (1) *Parking lots.* The following shall be the minimum parking lot design standards:

Angle of Space	Parking Space Dimensions		Maneuvering Aisle Width	
	Depth	Width Perpendicular to Depth	One-Way	Two-Way
0o (Parallel)	8'	20'	12'	22'
45o	16'	12'	15'	22'
60o	18'	10'	20'	22'
90o (Perpendicular)	18'	9'	27'	27'

All maneuvering aisles shall be off-street. When five (5) or more spaces are required, maneuvering aisles and all required parking spaces shall be provided off-street and on-site. When four (4) or fewer spaces are required, the requirement for off-street parking shall be waived if the property has sufficient street frontage to provide for the number of waived spaces; except that off-street parking required for dwelling units, additional quarters and guest houses shall not be waived. When off-street parking of four (4) or fewer spaces is provided, maneuvering aisles shall be provided. Maneuvering aisles shall not be required for off-street parking required for dwelling units, additional quarters and guest houses when four (4) or fewer spaces are required. Maneuvering aisles shall be required for off-street parking required for dwelling units, guest houses and additional quarters when five (5) or more spaces are required. All spaces shall have unimpeded access. Where parking rows opposite each other are of different angles and share the same maneuvering aisle, the greater of two (2) required widths shall be used. All spaces along property lines shall have a minimum six (6") inch by six (6") inch raised curb or equivalent barrier precluding entry from other property or from streets not used for maneuvering.

- (2) **Loading spaces.** The following shall be the minimum loading space design standards:

Use	Width	Depth	Clearance Height
Commercial	10'	35'	14'
Industrial	10'	50'	14'

Exits from loading spaces onto streets shall not be made by backing, and entries to loading spaces shall not be made by maneuvering in the traveled way of the street.

- (3) **Boat ramps.** Boat ramp parking spaces shall be thirty-five (35') feet long.

Sec. 9-2.1302. Uses (2-R, 3-R, 7-R).

- (a) The following uses shall be permitted in the Single-Family Residential Zones (2-R, 3-R, 7-R):
- (1) One dwelling unit; ~~one guest house~~ one accessory dwelling unit; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area; and
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home businesses, and bed and breakfast inns.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
- (1) Alcohol and drug recovery facilities, child day care facilities, community care facilities, 4-H and FFA animal projects, home businesses, parks, places of assembly, public utility facilities, public service facilities, and schools.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
- (1) Dwelling units and manufactured homes, including those in recreation oriented

residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

Sec. 9-2.1305. Yards (2-R, 3-R, 7-R).

The minimum yard requirements in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story; and
- (c) Setback for existing garage that is converted to an accessory dwelling unit: None (0') feet; and
- (d) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Five (5') feet.

Sec. 9-2.1402. Uses (M-R).

- (a) The following uses shall be permitted in the Multiple-Family Residential Zone (M-R):
 - (1) Dwelling units and manufactured homes, ~~excluding additional quarters~~ at the ratio of up to one dwelling unit or manufactured home for each 1/21.8 acre of lot area; **accessory dwelling units** and
 - (2) Child day care homes, **emergency shelter**, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home business, one- or two-person business offices, and one- or two-person personal services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H and FFA animal projects, health services, home businesses, limited administrative offices, lodging facilities, parking lots, places of assembly, public utility facilities, public service facilities, recreation facilities, rooming facilities, and schools.

Sec. 9-2.1405. Yards (M-R).

The minimum yard requirements in the Multiple-Family Residential Zone (M-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: None (0') feet and;
- (b) Side and rear yards: Five (5') feet per story; and
- (c) Setback for existing garage that is converted to an accessory dwelling unit: None (0') feet; and
- (d) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Five (5') feet.

Sec. 9-2.1502. Uses (S-1).

- (a) The following uses shall be permitted in the Suburban Zone (S-1):
 - (1) One dwelling unit, **including additional quarters**; one guest house; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area; and

- (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, home businesses, small animal husbandry, and horticulture.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H breeding projects and FFA animal projects, nurseries, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

Sec. 9-2.1602. Uses (S-3).

- (a) The following uses shall be permitted in the Secondary Suburban Zone (S-3):
 - (1) One dwelling unit, including additional quarters; one guest house; and one additional dwelling unit on any parcel of twice or more the minimum lot area; and
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, horticulture, home businesses, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
 - (2) Home industry, nurseries, and animal breeding and boarding.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation-oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

Sec. 9-2.1702. Uses (R-10)

- (a) The following uses shall be permitted in the Rural Zone (R-10):
 - (1) One dwelling unit, including additional quarters; one guest house; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facility, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and
 - (3) Wildlife management, kennels, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facility, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and

- (2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

Sec. 9-2.1802. Uses (R-20).

- (a) The following uses shall be permitted in the Rural Zone (R-20):
 - (1) One dwelling unit, including additional quarters; one guest house; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and
 - (3) Wildlife management, kennels, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
 - (2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

Sec. 9-2.1902. Uses (C-1).

- (a) The following uses shall be permitted in the Core Commercial Zone (C-1):
 - (1) Business offices, child day care homes, limited child day care homes, child day care facilities, personal services, retail stores, taverns, restaurants, and parking lots.
 - (2) Lodging on the second floor if the entire first floor is in commercial use.
 - (3) One dwelling unit, including additional quarters, where the residential uses does not exceed the floor area of the commercial use; and
 - (4) Dwelling units on the second floor if the entire first floor is in commercial use.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, limited electric generation, gas stations, health service, mining, places of assembly, postal services, public service facilities, public utility facilities, recreation facilities, schools, and community care facilities.

Sec. 9-2.2002. Uses (C-2).

- (a) The following uses shall be permitted in the Periphery Commercial Zone (C-2):

- (1) Building Supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, heavy equipment sales, heavy equipment services, lodging facilities, personal services, places of assembly, postal services, prefabricated building sales, recreation facilities, restaurants, retail stores, self-service facilities, taverns, vehicle sales, vehicle services, wholesale commercial supply, and parking lots;
- (2) One dwelling unit, **including additional quarters**, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, **including additional quarters**, on the rear fifty (50%) percent of the parcel; and
- (3) Dwelling units on the second floor if the entire first floor is in commercial use.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, indoor shooting ranges, storage, transport stations, undertaking, used goods sales, veterinary services, warehousing, and wholesaling; and
 - (2) Assembly, manufacturing, and processing which are based upon materials which are already in processed form.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units, **including additional quarters**, on the rear fifty (50%) percent of the parcel.

Sec. 9-2.2102. Uses (C-3).

- (a) The following uses shall be permitted in the Convenience Commercial Zone (C-3):
 - (1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, heavy equipment services, farm supply sales, health services, Laundromats™, lodging facilities, personal services, places of assembly, limited recycling facilities, postal services, recreation facilities, restaurants, retail stores, taverns, parking lots, and vehicle services.
 - (2) One dwelling unit, **including additional quarters**, where the residential use does not exceed the floor area of the commercial use or one dwelling unit on the rear fifty (50%) percent of the parcel; and
 - (3) Dwelling units on the second floor if the entire first floor is in commercial use.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facility, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, schools, storage, used goods sales, veterinary services, and transport stations.

Sec. 9-2.2202. Uses (R-C).

- (a) The following uses shall be permitted in the Recreation Commercial Zone (R-C):
 - (1) Boat ramps, boat services, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, Laundromats™, lodging facilities, marinas, personal services, places of assembly, postal services, limited recycling facilities, recreation facilities, resorts, restaurants, retail stores,

- and taverns;
- (2) One dwelling unit, **including additional quarters**, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, **including additional quarters**, on the rear fifty (50%) percent of the parcel; and
- (3) Dwelling units on the second floor if the entire first floor is in commercial use.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, veterinary services, wholesale commercial supply, parking lots, transport stations, and storage.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units, **including additional quarters**, on the rear fifty (50%) percent of the parcel.

Sec. 9-2.2302. Uses (Rec).

- (a) The following uses shall be permitted in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20):
 - (1) Boat ramps, boat services, camp grounds, lodging facilities, marinas, postal services, recreation facilities, and resorts;
 - (2) When in conjunction with and subordinate to a use permitted in subsection (1) of this subsection, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, Laundromats™, personal services, places of assembly, limited recycling facilities, restaurants, retail stores, and taverns; and
 - (3) One dwelling unit, **including additional quarters**, or limited residential alcohol and drug recovery facility.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, community care facilities, mining, public service facilities, public utility facilities, recycling facilities, rooming facilities, and schools.
 - (2) In Rec-P, Rec-1 and Rec-3: Indoor shooting ranges.
 - (3) In Rec-10 and Rec-20: Limited electric generation and shooting ranges.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit: dwelling units in recreation-oriented residential developments at the ratio of up to:
 - (1) Rec-P: Seven (7) per acre;
 - (2) Rec-1: One to three (1-3) acres per dwelling unit;
 - (3) Rec-3: Three to ten (3-10) acres per dwelling unit;
 - (4) Rec-10: Ten to twenty (10-20) acres per dwelling unit; and
 - (5) Rec-20: Twenty (20) acres per dwelling unit.

Sec. 9-2.2502. Uses (I-1).

- (a) The following uses shall be permitted in the Heavy Industrial Zone (I-1) subject to site development review as set forth in Article 11.3 of this chapter:
 - (1) Assembly, building supply, manufacturing, processing, electric generation, junk

- yards, salvage operations, public utility facilities, heavy equipment sales, heavy equipment services, storage, and transport stations;
- (2) Retail sales and wholesaling when associated with and appurtenant to a use permitted in subsection (1) of this subsection or subsection (b) of this section;
- (3) One dwelling unit, including additional quarters, when in conjunction with an industrial use; and
- (4) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit.
 - (1) Mining, and public service facilities; and
 - (2) Permitted uses which exceed the height limitations.

Sec. 9-2.2602. Uses (I-2).

- (a) The following uses shall be permitted in the Light Industrial Zone (I-2) subject to site development review as set forth in Article 11.3 of this chapter:
 - (1) Assembly, manufacturing, and processing which are based upon materials which are already in processed form;
 - (2) Building supply, car wash, storage, transport stations, warehousing, wholesaling, public utility facilities, vehicle sales, and vehicle services;
 - (3) Retail sales when associated with and appurtenant to a use permitted by subsections (1) and (2) of this subsection and subsection (b) of this section;
 - (4) One dwelling unit, including additional quarters, when in conjunction with an industrial use; and
 - (5) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Junk yards, salvage operations, heavy equipment services, places of assembly, and public service facilities.

RESOLUTION NUMBER P. C. 2019-6

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT THE ORDINANCE AMENDING PLUMAS COUNTY CODE TITLE 9 (PLANNING AND ZONING), CHAPTER 2, ARTICLES 2, 4, 13 THROUGH 23, 25 AND 26: ACCESSORY DWELLING UNITS AND EMERGENCY SHELTERS BE INCORPORATED INTO THE PLUMAS COUNTY CODE AND THAT THE BOARD FIND THE ORDINANCE ADOPTION IS EXEMPT FROM CEQA UNDER SECTION 15061(b)(3)

WHEREAS, the proposed changes to Plumas County Code incorporating provisions to address accessory dwelling units was discussed by the Planning Commission at a workshop held on August 1, 2019 and at a public hearing held on September 5, 2019; and

WHEREAS, during the preparation of the 2019-2024 Housing Element, it was revealed that in addition to state law provisions regarding accessory dwelling units, there were also provisions regarding emergency shelters that needed to be added to the Zoning Ordinance in order to become compliant with state law provisions; and

WHEREAS, language regarding emergency shelters, which includes a zoning code definition and amendment to the M-R (Multiple-Family Residential) zoning code that allows emergency shelters as a permitted use was added to the draft accessory dwelling unit ordinance; and

WHEREAS, the Planning Commission held a properly noticed public hearing on the proposed ordinance, including the additional language regarding emergency shelters and received testimony from all interested parties; and

WHEREAS, the adoption of this ordinance will serve to implement provisions of state law and the 2019-2024 Housing Element Programs 10 (Accessory Dwelling Units) and 22 (Emergency Shelter Development); and

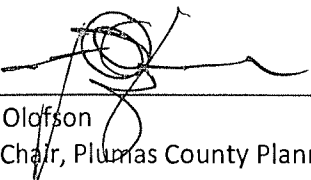
WHEREAS, the adoption of this ordinance will also replace existing code provisions that permit second accessory dwelling units as a permitted use and allow more flexibility in providing options for affordable housing.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors find that the ordinance adoption is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment because the ordinance adoption will implement state law requirements, Programs 10 and 22 of the 2019-2024 Housing Element, which has undergone environmental review under the 2019-2024 Housing Element CEQA Addendum and adopt the ordinance amending Title 9 of the Plumas County Code as shown in Exhibit "A" attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 5th day of SEPTEMBER, 2019 by the following roll call vote:

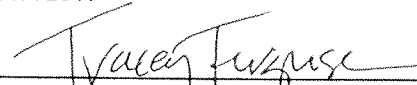
AYES: Commissioners: GREENING, WILLIAMS, OLOFSON
NOES: Commissioners: NONE
ABSENT: Commissioners: ABBOTT, STOUT

Said resolution to be effective as of the 5TH day of SEPTEMBER, 2019.



John Olofson
Vice-Chair, Plumas County Planning Commission

ATTEST:



Tracey Ferguson, Planning Director

(530) 283-0800

FEATHER PUBLISHING CO., INC.

P.O. BOX B, QUINCY, CA 95971

STATE OF CALIFORNIA }
County of Plumas } ss.
and/or Lassen }

RECEIVED

SEP 16 2019

PC Planning+Building

Keri B. Taborski deposes and says: That she is the principal clerk for the publisher of the

<input checked="" type="checkbox"/> FEATHER RIVER BULLETIN Quincy, Plumas County Adjudication Decree #4644	<input checked="" type="checkbox"/> Indian Valley RECORD Greenville, Plumas County Adjudication Decree #5462
<input checked="" type="checkbox"/> Chester Progressive Chester, Plumas County Adjudication Decree #5956	<input checked="" type="checkbox"/> PORTOLA REPORTER Portola, Plumas County Adjudication Decree #2497
<input type="checkbox"/> Times Susanville, Lassen County Adjudication Decree #15466	

that the Summary, Plumas County Planning

Commission re: housing element requirements *accessory units & emergency shelter*

of which the attached is a true printed copy, was published in the weekly issue of said newspaper(s) as indicated above (and not in a supplement thereof) for One

consecutive week(s), beginning Sept. 18, 2019

and ending Sept. 18, 2019, both dates inclusive,

to wit: Sept. 18, 2019

Date: Sept. 18, 2019

/s/ *Keri B. Taborski*

Keri B. Taborski

**SUMMARY OF ORDINANCE
AMENDING PLUMAS COUNTY
CODE, TITLE 9 AND IMPLEMENT-
ING STANDARDS FOR ACCESSO-
RY DWELLING UNITS AND
EMERGENCY SHELTER AS PER
STATE HOUSING ELEMENT
REQUIREMENTS**

On September 5, 2019, the Plumas County Planning Commission held a public hearing on the proposed ordinance and approved Resolution 2019-6 making recommendations to the Board of Supervisors that the ordinance be adopted and that the Board find the ordinance adoption is exempt from the California Environmental Quality Act under Section 15061(b)(3) because the ordinance will implement state Housing Element legal requirements and will implement Programs 10 and 22 of the proposed draft 2019-2024 Housing Element.

On October 1, 2019, at 1:00 p.m., the Plumas County Board of Supervisors will hold a public hearing on the proposed ordinance.

ORDINANCE NO. 2019- _____
AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING PLUMAS COUNTY CODE TITLE 9 (PLANNING AND ZONING), CHAPTER 2, ARTICLES 2, 4, 13 THROUGH 23, 25 AND 26: ACCESSORY DWELLING UNITS AND EMERGENCY SHELTERS.

The Board of Supervisors of the County of Plumas, State of California, DOES ORDAIN as follows:

Section 1.

Plumas County Code Sections 9-2.201.1 "Accessory dwelling unit", 9-2.228 "Dwelling unit", and 9-2.230.5 "Emergency shelter" of Article 2 of Chapter 2 of Title 9 (Planning and Zoning) of the Plumas County Code are hereby amended and adopted as set forth in Exhibit "A".

Section 2.

Plumas County Code Sections 9-2.408 "Garages and Carports" and 9-2.414 "Parking and Loading" of Article 4 of Chapter 2 of Title 9 (Planning and Zoning) of the Plumas County Code are hereby amended and adopted as set forth in "Exhibit A".

Section 3.

Plumas County Code Sections 9-2.1302 "Uses (2-R, 3-R, 7-R)" and 9-2.1305 "Yards (2-R, 3-R, 7-R)" of Article 13 of Chapter 2 of Title 9 (Planning and Zoning) of the Plumas County Code are hereby amended and adopted as set forth in "Exhibit A".

Section 4.

Plumas County Code Sections 9-2.1402 "Uses (M-R)" and 9-2.1405 "Yards (M-R)" of Article 14 of Chapter 2 of Title 9 (Planning and Zoning) of the Plumas County Code are hereby amended and adopted as set forth in "Exhibit A".

Section 5.

Plumas County Code Section 9-2.1502 "Uses (S-1)" of Article 15 of Chapter 2; 9-2.1602 "Uses (S-3)" of Article 16 of Chapter

2; 9-2.1702 "Uses (R-10)" of Article 17 of Chapter 2; 9-2.1802 "Uses (R-20)" of Article 18 of Chapter 2; 9-2.1902 "Uses (C-1)" of Article 19 of Chapter 2; 9-2.2002 "Uses (C-2)" of Article 20 of Chapter 2; 9-2.2102 "Uses (C-3)" of Article 21 of Chapter 2; 9-2.2202 "Uses (R-C)" of Article 22 of Chapter 2; 9-2.2302 "Uses (Rec)" of Article 23 of Chapter 2; 9-2.2502 "Uses (I-1)" of Article 25 of Chapter 2; 9-2.2602 "Uses (I-2)" of Article 26 of Chapter 2, all of Title 9 (Planning and Zoning) of the Plumas County Code are hereby amended and adopted as set forth in "Exhibit A".

Section 3. Codification.

Once adopted, this ordinance shall be codified.

Section 4. Publication

A summary of this ordinance shall be published, pursuant to Section 25124(b)(1) of the Government Code of the State of California, in the Feather River Bulletin, the Indian Valley Record, the Chester Progressive, and the Portola Reporter, newspapers of general circulation in the County September 18, 2019

EXHIBIT: COPIES OF EXHIBIT A, DESCRIBED ABOVE, CAN BE VIEWED IN THE PLANNING AND BUILDING SERVICES OFFICE, 555 MAIN STREET, QUINCY, CA. For further information, contact Rebecca Herrin, Assistant Planning Director, Plumas County Planning and Building Services, (530) 283-6213 or beckyherrin@countyofplumas.com.

Published FRB, IVR, PR, CP

Sept. 18, 2019]

RECEIVED

SEP 16 2019

PC Planning+Building