



# SHASTA COUNTY

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## BOARD OF SUPERVISORS

1450 Court Street, Suite 308B  
Redding, California 96001-1673  
(530) 225-5557  
(800) 479-8009  
(530) 225-5189 FAX

Supervisor David A. Kehoe, District 1  
Supervisor Leonard Moty, District 2  
Supervisor Mary Rickert, District 3  
Supervisor Steve Morgan, District 4  
Supervisor Les Baugh, District 5

## AGENDA

### REGULAR MEETING OF THE BOARD OF SUPERVISORS

**Tuesday, July 17, 2018, 9:00 AM**

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

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

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

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

### **CALL TO ORDER**

Invocation: Pastor Kyle Stevens, Vineyard City Church

Pledge of Allegiance: Supervisor Kehoe

## **REGULAR CALENDAR**

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## **BOARD MATTERS**

### **R 1 Board Matters**

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Office Assistant III, Stacey Richardson as Shasta County's Employee of the Month for July 2018.

**No Additional General Fund Impact**

**Simple Majority Vote**

### **R 2 Board Matters**

Adopt a proclamation which designates July 15-21, 2018 as "Probation Supervision Week" in Shasta County.

**No Additional General Fund Impact**

**Simple Majority Vote**

## **PRESENTATIONS**

### **R 3 Presentation**

Receive the 2017 Shasta County Crop and Livestock Report from Agricultural Commissioner/Sealer of Weights and Measures Paul Kjos.

**No General Fund Impact**

**No Vote**

## **PUBLIC COMMENT PERIOD - OPEN TIME**

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

## **CONSENT CALENDAR**

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



**GENERAL GOVERNMENT**

**C 1 Auditor-Controller**

Approve and authorize the Chairman to sign the County claims list in the amount of \$10,847, as submitted.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 2 Clerk of the Board**

Approve the minutes of the meetings held on May 30, 2018, June 26, 2018, and July 10, 2018, as submitted.

**No General Fund Impact    Simple Majority Vote**

**C 3 Support Services-Personnel**

Approve and authorize the Chairman to sign a retroactive renewal agreement with Liebert Cassidy Whitmore (LCW), in an advance payment amount not to exceed \$4,400, for the provision of five days of employment relations group training workshops for County employees, LCW attorney telephone consult services, and a monthly newsletter, for the period July 1, 2018, through June 30, 2019.

**No Additional General Fund Impact                      4/5 Vote**

**C 4 Support Services-Purchasing**

Approve and authorize the Chairman to sign an agreement with Mission Linen with no maximum compensation, to provide uniform and linen rentals and laundering services for the period date of signing through April 30, 2021, with three automatic one-year renewals.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 5 Support Services-Purchasing**

Approve and authorize the Chairman to sign an agreement with Redding Record Searchlight with no maximum compensation to provide advertising to various County Departments for the period August 1, 2018 through July 31, 2019.

**No Additional General Fund Impact                      Simple Majority Vote**

**HEALTH AND HUMAN SERVICES**

**C 6 Health and Human Services Agency-Adult Services**

Approve and authorize the Health and Human Services Agency, Adult Services Branch Director, acting in his capacity as the Shasta County Alcohol and Drug Program Administrator, to sign the State of California – Health and Human Services Agency, Department of Health Care Services, County Recommendation form, in support of the expansion of Narcotic Replacement Therapy Services provided by Aegis Treatment Centers, LLC in the Redding area.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 7 Health and Human Services Agency-Business and Support Services**

Adopt a salary resolution, effective July 22, 2018, which amends the Shasta County Position Allocation List as follows: (1) Delete 1.0 Full-Time Equivalent (FTE) Staff Nurse I/II, 1.0 FTE Medical Services Clerk, and 1.0 FTE Community Mental Health Worker in the Mental Health budget; (2) add 1.0 FTE Clinical Psychologist/Mental Health Clinician I/II/III/Staff Nurse I/II and 1.0 FTE Community Health Advocate in the Mental Health budget; (3) delete 1.0 FTE Public Health Nurse I/II in the Public Health budget; (4) add 1.0 FTE Registered Nurse/Public Health Nurse I/II in the Public Health budget; (5) add 1.0 FTE Staff Services Analyst I/II in the Health Services-Health and Human Services Agency (HHS) budget; (6) delete 1.0 FTE Social Service Program Aide in the In-Home Supportive Services (IHSS)-Public Authority budget; (7) add 1.0 FTE Social Service Aide in the IHSS-Public Authority budget; (8) remove the sunset date September 30, 2018 from 1.0 FTE Community Education Specialist I/II (UPN 3301); and (9) extend the sunset date for 1.0 FTE Community Education Specialist I/II from September 30, 2018 to September 30, 2019 (UPN 3313).

**No Additional General Fund Impact                      Simple Majority Vote**

**C 8 Health and Human Services Agency-Office of the Director**

**Health and Human Services Agency-Adult Services**

**Health and Human Services Agency-Children's Services**

Adopt a resolution which: (1) Approves a retroactive revenue amendment (No. 12-89397 A01) with California Department of Health Care Services (DHCS) for the Mental Health Plan (MHP) in Shasta County retroactively changing the end date from June 30, 2018 to June 30, 2017; and (2) delegates signature authority to the Health and Human Services Agency Director, Donnell Ewert, to sign retroactive revenue Agreement Amendment No. 12-89397 A01, and accompanying certification documents, including retroactive, with DHCS for Medi-Cal covered specialty mental health services through the MHP, changing the contract end term to end one year early on June 30, 2017 (originally June 30, 2018), provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 9 Health and Human Services Agency-Office of the Director**

**Health and Human Services Agency-Adult Services**

**Health and Human Services Agency-Children's Services**

Take the following actions: (1) Adopt a resolution regarding the California Department of Health Care Services (DHCS) Mental Health Plan (MHP) agreement which: (a) approves a retroactive renewal revenue agreement (No. 17-94616) with DHCS for the MHP in Shasta County; (b) delegates signature authority to the HHS Director, Donnell Ewert, to sign retroactive revenue renewal Agreement No. 17-94616, and accompanying certification documents, including retroactive, with DHCS for Medi-Cal covered specialty mental health services through the MHP for the period July 1, 2017 through June 30, 2022,

provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; and (c) delegates signature authority for amendments and other subsequent related documents, including retroactive, to the HHSA Director, Donnell Ewert, that do not result in a functional or substantial change, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; (2) adopt a salary resolution, effective July 22, 2018, which amends the Shasta County Position Allocation List as follows: (a) adds 1.0 Full-Time Equivalent (FTE) Clinical Program Coordinator and 1.0 FTE Staff Services Analyst I/II in the Mental Health budget; and (3) approve a budget amendment (4/5 vote required) to increase appropriations by \$197,644 and to increase revenue by \$189,038 in federal and state revenue, with the balance offset by use of Mental Health Restricted State Realignment 1991/2011 fund balance in the amount of \$8,606.

**No Additional General Fund Impact                      4/5 Vote**

**C 10    Health and Human Services Agency-Children's Services**

Approve and authorize the Chairman to sign a retroactive renewal agreement with TLC Child & Family Services in an amount not to exceed \$75,000 to provide mental health services to eligible children for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 11    Health and Human Services Agency-Public Health**

Approve and authorize the Chairman to sign agreements for the cost of equipment purchases funded through and consistent with the terms of the California Department of Public Health Hospital Preparedness Program, Local Funding Agreement No. 14-10544, for the period date of signing through June 30, 2024 with: (1) Dignity Health d.b.a. Mercy Medical Center-Redding in an amount not to exceed \$25,667.45; (2) Prime Healthcare Services d.b.a. Shasta Regional Medical Center in an amount not to exceed \$12,084.07; and (3) Shasta Community Health Center in an amount not to exceed \$3,872.81.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 12    Health and Human Services Agency-Public Health**

Take the following actions: (1) Approve acceptance of ongoing naloxone kit donations from Aegis Treatment Centers in a value not to exceed \$37,500; and (2) authorize the Health and Human Services (HHSA) Public Health Branch to distribute naloxone kits to community partners and clients of HHSA programs.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 13    Health and Human Services Agency-Public Health**

Approve and authorize the Chairman to sign the State Water Resources Control Board, Application for Certification, Environmental Laboratory Accreditation Program, as required by the California Department of Public Health in the amount

of \$2,741 for Public Health Laboratory environmental testing certification for the period August 31, 2018 through September 1, 2019.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 14 Housing and Community Action Programs**

Adopt a resolution which: (1) Approves and authorizes the Director of Housing and Community Action Programs (Director) to sign and submit an application, and all other application documents, including retroactive, to the California Department of Housing and Community Development for HOME Investment Partnerships Program funding in an amount not to exceed \$500,000 to provide a Tenant-Based Rental Assistance (TBRA) program for the period October 2019 through March 2022; (2) approves and authorizes the Chairman or the Vice Chairman to sign any grant agreement and subsequent amendments, including retroactive, and all other required documents, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; (3) approves and authorizes the Director to sign additional participation documents, including retroactive, necessary to receive the funding and comply with the funder's requirements; (4) authorizes the Director, or her designee, to execute housing assistance payment contracts between landlords and the County; (5) authorizes the Director to incur expenditures and make specialty purchases for the purpose of administering the HOME TBRA program; and (6) authorizes the Auditor-Controller to process payments related to the program.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 15 Housing and Community Action Programs**

Adopt a resolution which: (1) Approves and authorizes the Director of Housing and Community Action Programs (Director) to sign and submit an application, all application documents and participation documents, including retroactive, to the California Department of Housing and Community Development in an amount not to exceed \$200,000 for Emergency Solutions Grant (ESG) Program funding for the period March 1, 2019 through July 31, 2021; and (2) approves and authorizes the Chairman or Vice Chairman to sign the grant agreement and subsequent amendments, including retroactive, and all required documents or instruments for participation in the ESG Program, awarded for the program consistent with the provisions of the resolution in an amount not to exceed \$200,000, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**No Additional General Fund Impact**

**Simple Majority Vote**

**LAW AND JUSTICE**

**C 16 Sheriff-Jail**

Take the following actions to provide an inmate telephone system, tablets to inmates, and video visitation at the Jail: (1) Approve the award of Bid No. 18-02 to Global Tel\*Link Corporation (GTL); and (2) authorize the Chairman to sign a

renewal revenue agreement with GTL in an annual amount of \$215,000 for a three-year period from the date of signing, with two automatic one-year renewals.

**No General Fund Impact**

**Simple Majority Vote**

**PUBLIC WORKS**

**C 17 Public Works**

Adopt a resolution which adopts a California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration subject to the findings set forth in the proposed resolution for the "Cassel-Fall River Road at Pit River Bridge Replacement Project," Contract No. 703919.

**No General Fund Impact**

**Simple Majority Vote**

**C 18 Public Works**

Award to the lowest responsive and responsible bidder, SnL Group, Inc., on a unit cost basis, the contract for the "Deschutes Road (2H01B) Widening Project – Phase 1," Contract No. 702982, in the amount of \$1,572,683.

**No General Fund Impact**

**Simple Majority Vote**

**C 19 Public Works**

Approve and authorize the Public Works Director to sign a Notice of Completion for the "Public Defender/Adult Probation Roofing Project," Contract No. 610435, and record it within 15 days of actual completion of the work.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 20 Public Works**

Take the following actions regarding regional coordination of transit services and funding: (1) Approve and authorize the Chairman to sign a Memorandum of Understanding (MOU) between the Shasta Regional Transportation Agency (SRTA), Redding Area Bus Authority (RABA), and the County of Shasta, with no compensation, for the purpose of coordination of ongoing transit planning and programming, effective the last date of signing; and (2) authorize the Public Works Director, or his/her designee, to sign amendments and minor changes to the MOU, and new MOUs, including retroactive, that do not result in substantial or functional change to the original intent of the MOU, subject to approval by County Counsel.

**No General Fund Impact**

**Simple Majority Vote**

**C 21 Public Works**

Take the following actions regarding the "Various Permanent Road Divisions (2018)," Contract No. 111018: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Section 15301, Class I-Existing Facilities; (2) approve the plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize the opening of bids on or after August 9, 2018, at 11 a.m.

**No General Fund Impact**

**Simple Majority Vote**

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**R 4 Administrative Office**

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

**No General Fund Impact**

**Simple Majority Vote**

**R 5 Administrative Office**

Take the following actions regarding a Public Safety Special Tax: (1) Receive an update from the County Executive Officer regarding a special tax to support public safety costs; (2) identify the specific uses to which the revenue would be applied; and (3) consider providing direction to staff.

**No Additional General Fund Impact**

**Simple Majority Vote**

**SCHEDULED HEARINGS**

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

**PUBLIC WORKS**

**R 6 Public Works**

Take the following actions on behalf of Permanent Road Divisions (PRDs): (1) Conduct a public hearing; (2) close the public hearing; (3) adopt a resolution which confirms the Annual Parcel Charge Reports for the various PRDs in Shasta County in the same amount as currently charged, except where noted; and (4) direct that the parcel charges be placed on the property tax bills for Fiscal Year 2018-19.

**No General Fund Impact**

**Simple Majority Vote**

**R 7 Public Works**

Take the following actions on behalf of Burney Disposal, Inc.: (1) Conduct a public hearing to consider increasing the monthly residential and commercial waste collection and transfer station disposal rates and monthly waste collection fuel surcharge for the period August 1, 2018 through June 30, 2019, and approve a methodology for future rate and surcharge adjustments to be effective annually each July 1 for the period July 1, 2019, through July 1, 2023; (2) close the public hearing; (3) direct the Clerk of the Board to tabulate written protests from property owners and tenants; and (4) in the absence of a majority protest, adopt a resolution which authorizes the proposed rate increases and approves the methodology for future rate adjustments.

**No General Fund Impact**

**Simple Majority Vote**

**R 8 Public Works-County Service Areas**

Take the following actions on behalf of County Service Areas (CSAs): (1) Conduct a public hearing; (2) close the public hearing; (3) adopt a resolution which confirms the Annual Parcel Charge Reports for the various County Service Areas in Shasta County in the same amount as currently charged; and (4) direct the parcel charges be placed on the property tax bills for Fiscal Year 2018-19.

**No General Fund Impact**

**Simple Majority Vote**

**R 9 Public Works-County Service Areas**

Take the following actions on behalf of County Service Areas (CSAs): (1) Conduct a public hearing; (2) close the public hearing; (3) adopt a resolution which confirms the Reports of Delinquent Fees for County Service Areas; (4) direct that the annual liens be placed on the property tax bills for Fiscal Year 2018-19; and (5) approve a discharge of accountability for collection of unpaid water and sewer service accounts that have been deemed uncollectible.

**No General Fund Impact**

**Simple Majority Vote**

**RESOURCE MANAGEMENT**

**R 10 Planning Division**

Take the following actions regarding General Plan Amendment GPA18-001, which would amend Section 7.1 Community Organization and Development Pattern and Section 7.5 Public Facilities of the Shasta County General Plan to achieve compliance with State housing law and the Shasta County Housing Element: (1) Conduct a public hearing; (2) close the public hearing; and (3) adopt a resolution which: (a) finds GPA18-001 is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution will not result in a foreseeable direct or indirect physical change in the environment), in addition, finds GPA18-001 is exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution may have a significant effect on the environment), and finds that each exemption stands as a separate and independent basis for determining that this General Plan Amendment is not subject to CEQA; and (b) approves the proposed amendments to the Shasta County General Plan pursuant to General Plan Amendment GPA18-001.

**No Additional General Fund Impact**

**Simple Majority Vote**

**R 11 Planning Division**

Take the following actions regarding Zone Amendment Z17-003, which updates and amends the County Zoning Plan to comply with State housing law, other housing-related State laws, and the Shasta County Housing Element, and would clarify procedures, update language and relax certain permit requirements in certain districts: (1) Conduct a public hearing; (2) close the public hearing; and (3) introduce, waive the reading of and enact an Ordinance of the Board of



Supervisors of the County of Shasta Amending the Shasta County Code Title 17  
Zoning Plan pursuant to Zone Amendment Z17-003.

**No Additional General Fund Impact**

**Simple Majority Vote**

**ADJOURN**

**REMINDERS**

Date:	Time:	Event:	Location:
07/24/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
07/31/2018		<b>Board of Supervisors Meeting Canceled</b>	Board Chambers
08/07/2018		<b>Board of Supervisors Meeting Canceled</b>	Board Chambers
08/09/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
08/14/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
08/14/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

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

The Board of Supervisors meetings are viewable on Shasta County's website at [www.co.shasta.ca.us](http://www.co.shasta.ca.us).

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

This document and other Board of Supervisors documents are available online at [www.co.shasta.ca.us](http://www.co.shasta.ca.us).

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** BOARD MATTERS-1.

**SUBJECT:**

Shasta County Employee Recognition Program July 2018 Employee of the Month.

**DEPARTMENT:** Board Matters  
Support Services-Personnel

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Alene Eddy, Executive Assistant-Conf. 530-225-5120

**STAFF REPORT APPROVED BY:** Angela Davis, Director of Support Services

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Office Assistant III, Stacey Richardson as Shasta County's Employee of the Month for July 2018.

**SUMMARY**

The Shasta County Employee Recognition Committee meets on a regular basis to screen nominees for the Employee of the Month Program. After reviewing nominations, the Employee Recognition Committee is recommending for Board recognition and approval, the Employee of the Month for July 2018.

**DISCUSSION**

Shasta County is fortunate to have many exemplary employees. On a daily basis, their dedication, integrity, creativity, and professionalism are called upon to maintain the high quality of local public services enjoyed by the citizens of Shasta County. Their jobs are becoming more challenging as public expectations of service and demands for increased efficiency escalate. In this environment, it is important that we recognize those employees who set the standard of excellence and dedication for the entire organization. Their contribution deserves the thanks and appreciation of the entire County family and the citizens of the community.

In this spirit, the Board is being asked to recognize the Employee of the Month who has been nominated by the Employee Recognition Committee. This nomination is based on a review of all nominations using the selection criteria provided for in the Employee Recognition Policy. It is the recommendation of the Employee Recognition Committee that Stacey Richardson, Office Assistant III, Shasta County Health and Human Resources Services Agency (HHSA), be recognized as the July 2018 Employee of the Month.

HHSA, Regional Services is in the process of updating the set up of the General Assistance System program. Ms. Richardson has reviewed all reports to make sure all information and formatting is accurate and correct on each form. Ms. Richardson is in constant contact with IT to coordinate this information, and assist in a successful update of the General

Assistance System program.

Ms. Richardson is helping to cross train other co-workers, completed step by step procedures and put the procedures in a computer file that everyone has access to so all co-workers have a clearer idea of client/staff communications and needed documents.

Ms. Richardson has assisted in streamlining the tracking of the inquiring, return, or walk in clients. She improved this process by taking information that was being tracked in many ways and combined the information to be tracked and communicated electronically. Ms. Richardson created a tracking log and a reception log. She also created a formula to add client's information from the reception log to the tracking log. This allows the processing of paperwork to be quicker, with increased accuracy, and clients receive information faster.

Ms. Richardson is overseeing the Cascade building's Resource Room. She is training our Extra Help and Work Experience (WEX) workers and they find it much easier to work in the Resource Room, which now focuses on the customers. There is a new job board, along with other updates completed that allow customers ready access to information.

Ms. Richardson exemplifies the best qualities in public service.

### **ALTERNATIVES**

No other alternatives are recommended.

### **OTHER AGENCY INVOLVEMENT**

The Employees participating on the Employee Recognition Committee include: Jack Ball, Maintenance Supervisor; Ayla Tucker, Administrative Analyst I; Michael Conti, HHSA Program Manager; Mark Dudley, Correctional Officer-Deputy Sheriff; Captain Pat Kropholler, and Angela Davis, Director Support Services.

### **FINANCING**

The cost of the Employee Recognition Program is nominal. There is no additional General Fund impact.

### **ATTACHMENTS:**

Description	Upload Date	Description
Resolution EOM July 2017	7/3/2018	Resolution EOM July 2017

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
RECOGNIZING STACEY RICHARDSON, OFFICE ASSISTANT III  
OF THE SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,  
AS JULY 2018 EMPLOYEE OF THE MONTH**

**WHEREAS**, the Shasta County Board of Supervisors has adopted the Shasta County Employee Recognition Program to identify exceptional employees who deserve to be recognized and honored for their contribution to County service; and

**WHEREAS**, such recognition is given to the employee meeting the criteria of the program, namely exceptional customer service, professionalism, high ethical standards, initiative, innovation, teamwork, productivity, and service as a role model for other public employees; and

**WHEREAS**, the Shasta County Employee Recognition Committee has considered all current nominations for the Shasta County Employee of the Month;

**NOW, THEREFORE, BE IT RESOLVED** that Stacey Richardson, Office Assistant III, of the Shasta County Health and Human Services Agency, is hereby named Shasta County Employee of the Month for July 2018; and

**BE IT FURTHER RESOLVED** that HHSA, Regional Services is in the process of updating the setup of the General Assistance System program. Ms. Richardson has reviewed all reports to make sure all information and formatting is accurate and correct on each form. Ms. Richardson is in constant contact with IT to coordinate this information, and assist in a successful update of the General Assistance System program.

Ms. Richardson is helping to cross train other co-workers, completed step by step procedures and put the procedures in a computer file that everyone has access to so all co-workers have a clearer idea of client/staff communications and needed documents.

Ms. Richardson has assisted in streamlining the tracking of the inquiring, return, or walk in clients. She improved this process by taking information that was being tracked in many ways, and combined the information to be tracked and communicated electronically. Ms. Richardson created a tracking log and a reception log. She also created a formula to add client's information from the reception log to the tracking log. This allows the processing of paperwork to be quicker, with increased accuracy, and clients receive information faster.

Ms. Richardson is overseeing the Cascade building's Resource Room. She is training our Extra Help and Work Experience (WEX) workers and they find it much easier to work in the Resource Room, which now focuses on the customers. There is a new job board, along with other updates completed, that allow customers ready access to information.

Ms. Richardson exemplifies the best qualities in public service.

**DULY PASSED AND ADOPTED** this 17th day of July, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** BOARD MATTERS-2.

**SUBJECT:**

Proclaim the Week of July 15-21, 2018 as Probation Supervision Week for the County of Shasta

**DEPARTMENT:** Board Matters

**Supervisory District No. :** ALL

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

**STAFF REPORT APPROVED BY:** Tracie Neal, Chief Probation Officer

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Adopt a proclamation which designates July 15-21, 2018 as “Probation Supervision Week” in Shasta County.

**SUMMARY**

N/A

**DISCUSSION**

Nationwide, many probation and parole jurisdictions choose the week of July 15-21, 2018, to recognize those officers engaged in the activity of providing community supervision, accountability, and rehabilitative services to offenders.

Probation Departments have an important role within the criminal justice system and offender supervision is an essential piece to reducing recidivism and achieving community safety. Probation services are a multi-dimensional approach to community safety and include: prevention; accountability through community supervision; changing criminal thinking; objectively accessing the law and facts for individuals coming before the court; restoring victims and preventing future victimization; providing evidenced informed assessment, strategies, and rehabilitative services that promote long-term behavior change; providing comprehensive reentry services; and ensuring secure and effective detention services for juveniles. Probation officers are sworn peace officers who work with high risk offenders both in the field and office and are exposed to the risks of a career in law enforcement. The officers who work for Probation do so in a highly professional manner and are trained to manage a variety of situations. Shasta County’s Deputy Probation Officers supervise approximately 2,200 adult and 100 juvenile offenders. These Probation Officers possess keen observation skills, exercise exceptional judgment, enforce strict accountability and demonstrate uncommon compassion and understanding. They are dedicated, hard-working people who are truly concerned about providing offender accountability and promoting offender rehabilitation. The staff care about the community and want to make a difference. The primary goal of a Shasta County Probation Officer is, and always has been, to provide “safer communities and better lives” for Shasta County.

This week is the occasion to honor those professionals and let them know they are appreciated. It is also an opportunity to let

the communities they serve know how well they perform their jobs despite their workloads and other challenges they face. Shasta County Probation Officers make our community a safer place to live, raise families, attend school, work, and play.

**ALTERNATIVES**

The Board could choose not to approve the proclamation.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed the recommendation.

**FINANCING**

There is no additional General Fund impact with the approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Probation Supervision Week Proclamation	7/5/2018	Probation Supervision Week Proclamation



# Shasta County Board of Supervisors Proclamation

## Probation Supervision Week July 15-21, 2018

**WHEREAS**, the week of July 15-21, 2018, is nationally recognized as Probation Supervision Week; and

**WHEREAS**, Probation Officers are an essential component of the criminal justice system, working in partnership with many agencies and groups to provide effective community corrections; and

**WHEREAS**, Probation Officers are dedicated, hard-working people who are truly concerned about providing public safety through offender accountability, promoting offender rehabilitation and preventing crime; and

**WHEREAS**, Probation Officers are sworn peace officers who work in the field alongside other law enforcement officers in our county; and

**WHEREAS**, Probation Officers provide services, support, and protection for victims of crime; and

**WHEREAS**, Probation Officers perform their work in a highly professional manner for the citizens of Shasta County;

**NOW, THEREFORE, BE IT RESOLVED** that the Shasta County Board of Supervisors hereby proclaims July 15-21, 2018, as **Probation Supervision Week** in Shasta County and commends Shasta County Probation Officers.

---

Les Baugh, Chairman

---

July 17, 2018

Date

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** PRESENTATIONS-3.

**SUBJECT:**

PRESENTATION OF THE 2017 SHASTA COUNTY CROP AND LIVESTOCK REPORT

**DEPARTMENT:** Presentation

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Paul Kjos, Agricultural Commissioner (530) 224-4949

**STAFF REPORT APPROVED BY:** Paul Kjos, Agricultural Commissioner

<b>Vote Required?</b>	<b>General Fund Impact?</b>
No Vote	No General Fund Impact

**RECOMMENDATION**

Receive the 2017 Shasta County Crop and Livestock Report from Agricultural Commissioner/Sealer of Weights and Measures Paul Kjos.

**SUMMARY**

N/A

**DISCUSSION**

The California Food and Agricultural Code requires all County Agricultural Commissioners to prepare an annual report summarizing the value of their respective county's agricultural production.

The total value of Shasta County's agricultural production increased in 2017 to \$84,738,000, the second highest value ever. Most major agricultural groupings saw increases in value.

**ALTERNATIVES**

This report is informational.

**OTHER AGENCY INVOLVEMENT**

This Report was developed with the invaluable cooperation of many producers, agricultural businesses, and public agencies, along with ranchers and farmers throughout the County, and local farm advisors who were instrumental in the Report's production.

**FINANCING**

This Report is an informational document with no direct impact on the County's General Fund.

ATTACHMENTS:

Description	Upload Date	Description
2017 Shasta County Crop and Livestock Report	7/5/2018	2017 Shasta County Crop and Livestock Report

# Shasta County

2017

## Crop & Livestock Report





# *Shasta Agriculture*





## SHASTA COUNTY

### DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

**PAUL KJOS**

Agricultural Commissioner  
Sealer of Weights & Measures

3179 Bechelli Lane, Suite 210, Redding, CA 96002

Voice: 530-224-4949 Toll Free: 1-800-479-8009

Fax: 530-224-4951 CA. Relay: 711 or 800-735-2922

TO: Karen Ross, Secretary  
California Department of Food and Agriculture

The Honorable Board of Supervisors, County of Shasta County

Les Baugh, District 5, Chairman

David A. Kehoe, District 1

Leonard Moty, District 2

Mary Rickert, District 3

Steve Morgan, District 4

Lawrence G. Lees, County Executive Officer,

I am pleased to submit, in accordance with Section 2279 of the California Food and Agricultural Code, Shasta County's Annual Crop and Livestock Report for 2017. This report summarizes the acreage, production, and gross values of agricultural commodities and livestock produced in Shasta County. It does not attempt to show county inventory, cost of production, or net return to growers.

The value of agricultural products produced in the county increased from the previous year to a total value of \$84,738,000, the second highest total value ever. Four of the five major groupings saw slight increases, with nursery stock being the sole agricultural segment that suffered a decrease in production value.

The bright spot in this year's Crop Report is the apiary industry which recorded a 17% increase in overall value. Queen production lead the way with an almost 40% increase in value, due mainly to the increased number of queens produced, which was nearly 220,000 queens. The amount of honey produced and value of pollination services increased from the previous year's value as well.

Shasta County's wine grape industry continues to grow, with increases in harvested acres, yield and prices for the commodity, resulting in an overall increase in value of nearly 60%. Hay producers saw increased prices for all types of hay with an overall increase of \$3.6 million or 25% over 2016 levels. The value of the county's walnuts saw significant increases due to better prices received for walnuts. The average price and number of calves and yearlings sold improved in 2017, which was the driving force to an overall increase in the livestock value for the year.

I would like to thank the producers, agricultural business representatives, and public agencies that cooperated in supplying the data necessary to produce this report. I would also like to give special recognition to Agricultural Investigator John Ingram for his leadership in the development of this report.

Sincerely,

A handwritten signature in black ink that reads "Paul Kjos".

PAUL KJOS  
Agricultural Commissioner



# *Mission Statement*

The Shasta County Department of Agriculture/Weights and Measures is entrusted with the mission of promoting and protecting the agricultural industry of the County and its environment, ensuring the health and safety of the County's citizens, and fostering confidence and equity in the marketplace through education and the fair and uniform enforcement of laws, regulations, and ordinances enacted by the people of the State of California and the County of Shasta.

## *Staff*

### **Agricultural Commissioner/ Sealer of Weights and Measures**

Paul Kjos

### **Deputy Agricultural Commissioner/Deputy Sealer**

Carl Yingst

### **Agricultural and Standards Investigators**

James Staggs

John Ingram

Adam Davy

Karen Ennenga

Michael Bowles

### **Agricultural and Standards Program Associate**

Marci Fernandes

### **Agricultural and Standards Program Assistant**

Jennifer Tiehm

### **Administrative Staff**

Lori Peisker, Agency Services Staff Analyst

Darlene Atkins, Typist Clerk

Brittany Walker, Administrative Secretary

### **Seasonal Aides**

Donna Rice

Lewis Chuck

Jolene Vonraam

Cheryl Foulke

Jane Hufford

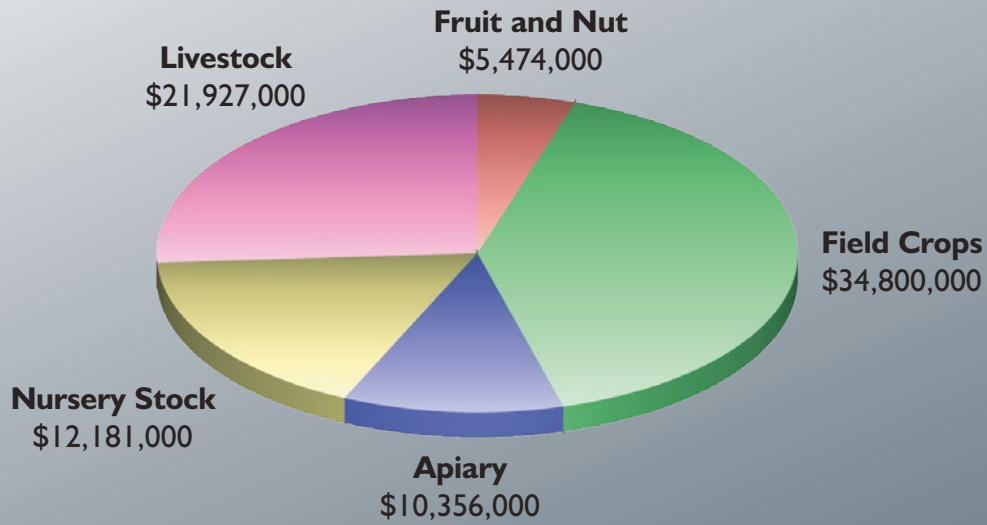
Shasta County does not discriminate on the basis of disability in access to its programs or facilities, or regarding employment. Questions or complaints? Need an alternate format for this publication or aid or assistance for effective communication? Contact Angela Davis at (530) 225-5515; relay service (800) 735-2922; fax (530) 225-5345; email [adacoordinator@co.shasta.ca.us](mailto:adacoordinator@co.shasta.ca.us).

Cover Photo by Adam Davy,  
Western Shasta County.



# Shasta County Livestock & Crop Summary

**2017 TOTAL PRODUCTION VALUE: \$84,738,000**

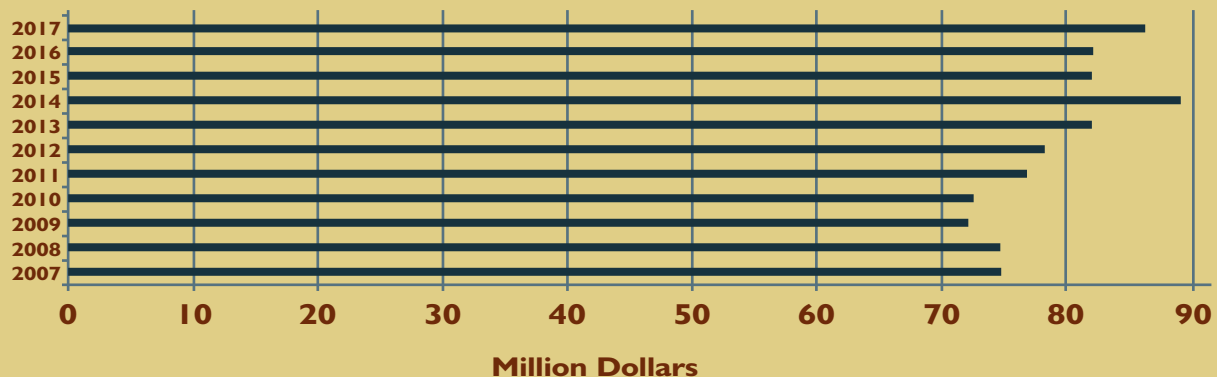


## COMPARISON SUMMARY

	2017	2016	2015	2014
LIVESTOCK	\$21,927,000	\$20,976,000	\$27,884,000	\$28,965,000
APIARY	10,356,000	8,777,000	7,900,000	7,383,000
FIELD CROPS	34,800,000	33,023,000	33,034,000	38,890,000
NURSERY STOCK	12,181,000	14,347,000	6,579,000	5,182,000
FRUIT & NUT CROPS	5,474,000	4,010,000	5,518,000	7,217,000
<b>TOTALS</b>	<b>\$84,738,000</b>	<b>\$81,133,000</b>	<b>\$80,915,000</b>	<b>\$87,637,000</b>
TIMBER	\$39,645,935	\$37,004,537	\$37,454,055	\$39,861,288
OTHER FOREST PRODUCTS	\$2,251,605	\$3,073,158	\$9,681,694	\$16,096,442

Totals may not add due to rounding.

## TOTAL VALUE OF AGRICULTURAL PRODUCTS 2007-2017



# Livestock Production

ITEM	YEAR	NO. HEAD	TOTAL LIVEWEIGHT	UNIT	AVG/UNIT	TOTAL
<b>CATTLE &amp; CALVES</b>						
Calves and Yearlings	2017	11,100	72,150	cwt	142.84	\$10,306,000
	2016	10,500	68,250	cwt	125.52	\$8,567,000
Culled Cattle	2017	2,500	31,250	cwt	64.98	2,031,000
	2016	2,600	32,500	cwt	70.18	2,281,000
Breeding Stock	2017	2,800		head	1,475.00	4,130,000
	2016	2,700		head	1,952.00	5,270,000
Stocker/Pasture Cattle	2017	8,800	11,440	cwt	136.50	1,562,000
	2016	8,300	10,790	cwt	120.25	1,298,000
TOTAL CATTLE	2017					\$18,029,000
	2016					\$17,416,000
<b>SHEEP &amp; LAMBS</b>						
	2017	2,200	2,662	cwt	161.25	429,000
	2016	2,200	2,662	cwt	166.46	443,000
<b>SWINE</b>						
All Classes	2017	800	1,800	cwt	62.50	113,000
	2016	800	1,800	cwt	65.20	117,000
OTHER LIVESTOCK*	2017					3,356,000
	2016					3,000,000
TOTAL LIVESTOCK	2017					\$21,927,000
	2016					\$20,976,000

\*Fish, Poultry, Goats, Livestock Products, Alpacas etc.

# Forest Products

ITEM	YEAR	PRODUCTION	UNIT	TOTAL
TIMBER	2017	140,284	million bd. ft.	\$39,645,935
	2016	141,547	million bd. ft.	\$33,685,088
MISC. FOREST PRODUCTS	2017			\$2,279,077
	2016			\$3,319,449



## Field Crops

CROP	YEAR	HARVESTED ACRES	PER ACRE	TOTAL	UNIT	AVG/ UNIT	TOTAL
WILD RICE	2017	5,800	1,526	8,850,800	lb	.69	\$6,107,000
	2016	5,800	1,600	9,280,000	lb	.93	\$8,630,000
MINT	2017	700	104	72,800	lb	19.95	1,452,000
	2016	500	81	40,500	lb	23.00	932,000
MISC CROPS*	2017						886,000
	2016						790,000
HAY							
Grass	2017	3,800	4.1	15,580	ton	245.00	3,817,000
	2016	3,800	4.8	18,240	ton	208.00	3,794,000
Alfalfa	2017	3,500	6.5	22,750	ton	224.00	5,096,000
	2016	3,600	5.3	19,080	ton	160.00	3,053,000
Other Hay	2017	13,000	2.7	35,100	ton	124.00	4,352,000
	2016	13,000	2.9	37,700	ton	102.00	3,845,000
Timothy Hay	2017	3,200	5.5	17,600	ton	275.00	4,840,000
	2016	3,300	5.0	16,500	ton	226.00	3,729,000
PASTURE							
Irrigated	2017	28,000			acre	140.00	3,920,000
	2016	28,000			acre	140.00	3,920,000
Improved	2017	100,000			acre	14.00	1,400,000
	2016	100,000			acre	14.00	1,400,000
Rangeland	2017	293,000			acre	10.00	2,930,000
	2016	293,000			acre	10.00	2,930,000
<b>TOTAL</b>	<b>2017</b>						<b>\$34,800,000</b>
<b>FIELD CROPS</b>	<b>2016</b>						<b>\$33,034,000</b>

\* Grain, Seed, Vegetables, Garlic etc.

## Fruit & Nut Crops

CROP	YEAR	HARVESTED ACRES	PER ACRE	TOTAL	UNIT	AVG/ UNIT	TOTAL
WALNUTS	2017	1,300	1.4	1,820	ton	2,594.00	\$4,721,000
	2016	1,320	1.8	2,376	ton	1,421.00	\$3,376,000
MISC CROPS*	2017						271,000
	2016						332,000
WINE GRAPES							
Black and White	2017	170	2.5	425	ton	1,135.00	482,000
	2016	160	1.7	272	ton	1,112.00	302,000
<b>TOTAL</b>	<b>2017</b>						<b>\$5,474,000</b>
<b>ORCHARD CROPS</b>	<b>2016</b>						<b>\$4,010,000</b>

\* Apples, Olives, Stone Fruit, Pistachios, Berries etc.



## Apiary Products

ITEM	YEAR	PRODUCTION	UNIT	AVG/UNIT	TOTAL
HONEY	2017	144,928	lb	1.96	\$285,000
	2016	77,031	lb	3.10	\$239,000
QUEENS	2017	219,845	ea	24.28	5,339,000
	2016	170,914	ea	22.42	3,831,000
POLLINATION	2017	18,423	colonies	192.87	3,464,000
	2016	17,187	colonies	188.20	3,235,000
MISC APIARY PRODUCTS*	2017				1,268,000
	2016				1,472,000
<b>TOTAL</b>	<b>2017</b>				<b>\$10,356,000</b>
<b>APIARY PRODUCTS</b>	<b>2016</b>				<b>\$8,777,000</b>

\* Includes Package Bees, Beeswax, Nuclei and Medicinal Bees





# Shasta County's - 2017 Agricultural Export Trade Partners

International trade is a vital component of Shasta County's agricultural economy, with strawberry nursery plants and timber for poles being the majority of products exported. There were over 300 certificates issued to ship commodities produced here around the world. Shasta County exported agricultural commodities to the following twenty-three countries in 2017.

Albania	Kuwait
Argentina	Mongolia
Canada	Morocco
China	Panama
Cyprus	Singapore
Dominican Republic	Spain
Ecuador	Tunisia
Egypt	United Kingdom
Haiti	
India	
Indonesia	
Ireland	
Jamaica	
Jordan	
Korea	



## Nursery Stock

CROP	YEAR	TOTAL	AVG/ UNIT	UNIT	TOTAL
NURSERY STOCK*	2017				\$11,978,000
	2016				\$14,083,000
CHRISTMAS TREES	2017	13,798	each	14.69	203,000
	2016	21,825	each	12.10	264,000
<b>TOTAL NURSERY STOCK</b>	<b>2017</b>				<b>\$12,181,000</b>
	<b>2016</b>				<b>\$14,347,000</b>

\* Strawberry Nursery Stock, Ornamentals



# 2017 Sustainable Agriculture Report

During the course of 2017, 8 "A" rated pests and 14 "Q" rated pests were intercepted. An "A" rated pest is one of known economic or environmental detriment and a "Q" rated pest is suspected to be of economic or environmental detriment, but the status is uncertain because of incomplete identification or inadequate information. Significant pest interceptions included Scotch Thistle, Diffuse Knapweed, Skeleton Weed, Dagger Flower, Gray Pineapple Mealybug, Pacific Mealybug, Pineapple Mealybug, Bigheaded Ant, and Long-legged Ant.

## Pest Exclusion

Inspection Type	Premise Visited	Shipments Inspected	Rejections	Pest Interceptions
Post Office	145	479	1	1
Parcel Service	217	2206	35	37
Gypsy Moth	0	0	0	0
Truck	42	57	0	0

## Pest Detection

Trap Type	Number of Traps Deployed
Jackson Trap	
Mediterranean Fruit Fly	165
Melon Fruit Fly	57
Oriental Fruit Fly	57
Delta Trap	
Gypsy Moth	300
Japanese Beetle Trap	
Japanese Beetle	80
Glassy-winged Sharpshooter	300
Light Brown Apple Moth	190
European Grapevine Moth	19

## Pest Eradication

### Pest

Ailanthus, Canada Thistle, Chinese Wisteria, Dalmation Toadflax, Diffuse Knapweed, Marlahan Mustard, Mediterranean Sage, Musk Thistle, Oblong Spurge, Perennial Pepperweed, Scotch Broom, Scotch Thistle, Skeletonweed, Spotted Knapweed, Squarrose Knapweed, Stinkwort.

### Agent/Mechanism

Integrated Vegetation Management

### Scope of Program

528 sites spread over 40,934 acres throughout the County

## Direct Marketing & Organic Farming





## Pest Management – Biological Control

Pest	Agent/Mechanism
Yellow Starthistle, <i>Centaurea solstitialis</i>	Flower Weevil - <i>Larinus curtus</i> , Seed Weevil - <i>Bangasternus orientalis</i> , Hairy Weevil <i>Eustenopus villosus</i> , Gall Fly - <i>Urophora sirunaseva</i> , Peacock Fly – <i>Chaetorellia australis</i> , YST Rust Fungus - <i>Puccinia jaceae</i> var <i>solstitialis</i>
Bull Thistle, <i>Cirsium vulgare</i>	Gall Fly - <i>Urophora stylata</i>
Spotted Knapweed, <i>Centaurea maculosa</i>	Gall Fly - <i>Urophora quadrifasciata</i> , Gall Fly - <i>Urophora affinis</i> , Lesser Knapweed Weevil <i>Larinus minutus</i> , Root Moth - <i>Agapeta zoegana</i> , Root Boring Weevil – <i>Cyphocleonus achates</i> , Seedhead Weevil - <i>Bangasternus fausti</i> , Seedhead Fly - <i>Terellia virens</i>
Squarrose Knapweed, <i>Centaurea squarrosa</i>	Lesser Knapweed Weevil - <i>Larinus minutus</i> , Bronze Rootborer – <i>Sphenoptera jugoslavica</i>
Purple Loosestrife, <i>Lythrum salicaria</i>	Leaf Beetles - <i>Galerucella californiensis</i> , <i>Galerucella pusilla</i> , Seed Weevil - <i>Nanophyes marmoratus</i> , Root Weevil - <i>Hylobius transversovittatus</i>
Puncture Vine, <i>Tribulus terrestris</i>	Seed Weevil - <i>Micolarinus lareynii</i> , Stem Weevil - <i>Micolarinus lypriformis</i>
St. Johnswort, <i>Hypericum perforatum</i>	Klamath Weed Beetle - <i>Chrysolina</i> sp.
Red Gum Lerp Psyllid, <i>Glycaspis brimblecombei</i>	Psyllid Parasitoid Wasp - <i>Psyllaephagus bliteous</i>

## Direct Marketing Program

Direct marketing allows the sale of agricultural products from producers and certified producers within the state directly to consumers or to individuals, organizations, or entities that later sell or distributes the products directly to end users. This all takes place while maintaining sufficient regulatory control to ensure that the agricultural products are of acceptable quality and that the selling activities are conducted honestly and fairly.

Certified Farmers' Markets - 7

Certified Producers - 33

## Certified Farmers' Markets

Tuesday Churn Creek Market  
Saturday Redding Market  
Fall River Music Series Market

Wednesday Burney Market  
Sunday Turtle Bay Market

Thursday Anderson Market  
Tuesday Fall River Farmers' Market

## Registered Organic Program

### Organic Products

Fruits, Vegetables, Nuts, Grains, Seed Crops,  
Nursery Stock, Pasture, Rangeland, Hay, Wild Rice

### Number of Farms

### Estimated Acres

Page 30 of 1474 <sup>33</sup>

10,180





# Shasta County

## Department of Agriculture / Weights and Measures

3179 Bechelli Lane, Suite 210  
Redding, California 96002

Telephone: 530.224.4949

Fax: 530.224.4951

Email: [shastaag@co.shasta.ca.us](mailto:shastaag@co.shasta.ca.us)

<https://agwim.co.shasta.ca.us>



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - General Government-1.

**SUBJECT:**

Claims List

**DEPARTMENT:** Auditor-Controller

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Brian Muir, Auditor-Controller, (530) 225-5541

**STAFF REPORT APPROVED BY:** Brian Muir, Auditor-Controller

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign the County claims list in the amount of \$10,847, as submitted.

**SUMMARY**

**DISCUSSION**

**ALTERNATIVES**

**OTHER AGENCY INVOLVEMENT**

**FINANCING**

**ATTACHMENTS:**

Description

Board Claims List

Upload Date

7/10/2018

Description

Board Claims List

# ORIGINAL

COUNTY OF SHASTA  
OFFICE OF AUDITOR-CONTROLLER  
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO  
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER

7/17/2018

FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
13000/034310	PERSONNEL	REDDING OCCUPATIONAL MEDICAL CENTER INC	PHYSICAL EXAM	\$ 260.00	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
95500/033798 95500/033700 95500/035197	FACILITIES	CALIFORNIA SAFETY COMPANY	QUARTERLY MONITORING	\$ 9,941.50	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Invoice exceeds contract max and requires Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
95500/033798	FACILITIES	CALIFORNIA SAFETY COMPANY	ALARM SYSTEM CODE CHANGE	\$ 552.00	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Invoice exceeds contract max and requires Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
95500/033798	FACILITIES	CALIFORNIA SAFETY COMPANY	ELEV EMERGENCY PHONE	\$ 93.50	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Invoice exceeds contract max and requires Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
TOTAL				\$ 10,847.00		

**Auditor's Certification:**

I certify that the foregoing is a true list of claims properly and regularly coming before the Shasta County Board of Supervisors, and that the computations are correct.

Date: 7/9/18 Signature: 

**Approval of Claims:**

These claims were allowed and the Claims List was approved as correct, by vote of the Board of Supervisors on this date.

Date: \_\_\_\_\_  
Chairman  
Board of Supervisors  
County of Shasta  
State of California



**MEMORANDUM**  
**DEPARTMENT OF SUPPORT SERVICES**  
Angela Davis, Director of Support Services  
(530) 225-5515 Voice  
(530) 225-5345 Fax

---

To: Brian Muir, Auditor - Controller

From: Angela Davis, Director of Support Services

Date: June 4, 2018

Subject: Board Claims for Redding Occupational Medical Center

---

The County utilized Redding Occupational Medical Center (ROMC) for various medical services, including pre-employment physical examinations for potential employees, physical examinations and testing for current employees, and random drug screening, under contract CB003187, which was signed June 8, 2010 and expired on June 8, 2015.

The following invoices have been identified by ROMC as outstanding. We have no record of having received these invoices; however, we have verified the charges are valid and have not previously been paid.

Board approval is now required to pay the following invoices to Redding Occupational Medical Center, as they are older than one year:

▪ 105	\$ 85.00
▪ 106	\$ 175.00
▪ 107	<del>\$ 175.00</del>
▪ 108	<del>\$ 175.00</del>
▪ 109	<del>\$ 193.75</del>
▪ 110	<del>\$ 103.75</del>
▪ 5259	<del>\$ 180.00</del>
▪ 35381	<del>\$ 30.00</del>
▪ 35376	<del>\$ 30.00</del>
▪ 35363	<del>\$ 30.00</del>
▪ 35673	<del>\$ 30.00</del>
▪ 35602	<del>\$ 30.00</del>
▪ 35599	<del>\$ 30.00</del>
▪ 35590	<del>\$ 30.00</del>
▪ 35581	<del>\$ 30.00</del>
▪ 35579	<del>\$ 30.00</del>
▪ 35861	<del>\$ 30.00</del>
▪ 35860	<del>\$ 30.00</del>
▪ 35859	<del>\$ 30.00</del>

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**ROMC****Redding Occupational Medical Center**P.O. Box 99740  
Emeryville, CA 94662Phone: 530-646-4242  
Fax: 530-646-4243Logged  
6/4/18  
SP**Invoice**

Date	Invoice #
5/25/2011	106

Bill To
Shasta County Personnel 1450 Court St., #348 Redding, CA 96001

Employer

23500

P.O. No.

Due Date

For billing questions please call (530) 646-4242 Opt 7

7/11/2011

Service Date	Patient Name	Description	Qty	Rate	Amount
✓ 05/12/2011		Shasta County Type B (Physical Exam, ✓ Audiogram, Strength & Fitness, 2 View Lumbar Spine X-Ray, Urine collection)		175.00	175.00
<p>Sent 6/9/11</p> <p>VEND <u>8673</u></p> <p>Invoice <u>106</u></p> <p>CC/Acct <u>13000-034310</u></p> <p>IFAS <u>14-118-58</u></p>					

To pay by credit card please fill in the information below and fax to (951) 755-0333.

\_\_\_ Amex \_\_\_ MC \_\_\_ Visa \_\_\_ Discover CVC Code \_\_\_\_\_

Acct # \_\_\_\_\_ Exp date \_\_\_\_\_

Name on Card \_\_\_\_\_

Signature \_\_\_\_\_

**Total** \$175.00**Payments/Credits** \$0.00**Balance Due** \$175.00

**COUNTY**  
**OF**  
**SHASTA**

**DEPARTMENT OF PUBLIC WORKS**

*Pat Minturn, Director*

**MEMORANDUM**

FFM 020004

*DATE:* June 19, 2018

*TO:* Brian Muir, Auditor-Controller

*FROM:* Pat Minturn, Public Works Director



*SUBJECT:* California Safety Company Contract #C0004492

The County contracts with California Safety Company Inc. to provide fire and burglar alarm leasing and monitoring, dispatch and code change services. On May 31, 2018, the old contract expired and new contracts were executed. Code changes under the old contract exceeded the total contract amount. The new contract will accommodate more code changes to prevent future overruns.

Please approve payment of the attached invoice.

/ldr  
Attachment

**Michelle Gambill**

---

**From:** Michelle Gambill  
**Sent:** Thursday, July 5, 2018 8:05 AM  
**To:** Michelle Gambill  
**Subject:** FW: AP Interface Results

**Invoice Info**

Batch Id	Invoice #	Vendor #	Invoice Date	Invoice Total
OH681959	387373	VEND014238	4/04/2018	9941.50
OH686761	388169	VEND014238	5/2/2018	24.00
OH686762	388173	VEND014238	5/3/2018	24.00
OH686763	388174	VEND014238	5/3/2018	24.00
OH686764	390190	VEND014238	5/4/2018	24.00
OH686765	390204	VEND014238	5/7/2018	24.00
OH686766	390252	VEND014238	5/11/2018	24.00
OH686767	390253	VEND014238	5/11/2018	24.00
OH686768	390254	VEND014238	5/11/2018	24.00
OH686769	390391	VEND014238	5/22/2018	24.00
OH686770	390399	VEND014238	5/22/2018	24.00
OH686771	390400	VEND014238	5/23/2018	24.00
OH686772	390401	VEND014238	5/23/2018	24.00
OH686773	390402	VEND014238	5/23/2018	24.00
OH686774	390403	VEND014238	5/23/2018	24.00
OH686775	390421	VEND014238	5/24/2018	24.00
OH686776	390422	VEND014238	5/24/2018	24.00
OH686777	390423	VEND014238	5/24/2018	24.00
OH686778	390424	VEND014238	5/24/2018	24.00
OH686779	390433	VEND014238	5/25/2018	24.00
OH686780	390434	VEND014238	5/25/2018	24.00
OH686781	390445	VEND014238	5/30/2018	24.00
OH686782	390449	VEND014238	5/30/2018	24.00



OH686783	390450	VEND014238	5/30/2018	24.00
OH689398	180400484101	VEND014238	5/01/2018	182.00

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - General Government-2.

**SUBJECT:**

5/30/18, 6/26/18, 7/10/18 Draft Minutes

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Kristin Gulling-Smith, Deputy Clerk of the Board, 530-225-5550

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Approve the minutes of the meetings held on May 30, 2018, June 26, 2018, and July 10, 2018, as submitted.

**SUMMARY**

n/a

**DISCUSSION**

n/a

**ALTERNATIVES**

n/a

**OTHER AGENCY INVOLVEMENT**

n/a

**FINANCING**

There is no General Fund impact associated with this action.

**ATTACHMENTS:**

Description

Upload Date

Description

BOARD OF SUPERVISORS REGULAR MEETING - July 17, 2018

Draft 5/30/18 Special Meeting Minutes	7/11/2018	Draft 5/30/18 Special Meeting Minutes
Draft 6/26/18 Minutes	6/28/2018	Draft 6/26/18 Minutes
Draft 6/26/18 Special Meeting Minutes	7/11/2018	Draft 6/26/18 Special Meeting Minutes
Draft 7/10/18 Special Meeting Minutes	7/11/2018	Draft 7/10/18 Special Meeting Minutes

May 30, 2018

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**SHASTA COUNTY BOARD OF SUPERVISORS**

Wednesday, May 30, 2018

**SPECIAL MEETING**

5:00 p.m.: Chairman Baugh called the Special Meeting of the Board of Supervisors to order on the above date with the following present:

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

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

Pledge of Allegiance was led by Supervisor Morgan.

By motion made, seconded, and unanimously carried, the Board of Supervisors agreed to move the public comment period before the Regular Calendar.

**PUBLIC COMMENT PERIOD - OPEN TIME**

No one wished to speak.

**REGULAR CALENDAR**

**RESOURCE MANAGEMENT**

**WORKSHOP: RESOURCE MANAGEMENT DEPARTMENT**

This was the time set aside to conduct a workshop to discuss concerns and potential changes within the Department of Resource Management (DRM).

Wyatt Paxton presented eight suggestions for improvement to the DRM.

Kathie Muse spoke regarding difficulties she has experienced with permitting for various properties.

Andrew Holm spoke regarding a recent issue with permits and a DRM employee.

Brian Collier addressed concerns with fees charged by the DRM.

Jim Davis discussed previous issues with unpermitted structures faced by himself and his neighbors.

Melissa Hunt, Anderson City Councilmember, presented concerns raised by some of her constituents.

Mary Machado discussed a document which she previously submitted to the Board of Supervisors highlighting input from various local businesspersons, contractors, and developers.

Bill Walker, recently retired County Planning employee, spoke in support of current DRM staff and discussed issues with the County General Plan, County Code, and DRM staffing levels.

Doug Juenke made suggestions regarding the hiring process for a new Director of Resource Management.

Mark Fator described challenges he experienced with plan checks from the DRM.

Andy Main spoke regarding high speed internet and requested simplification of processes.

Kasey Dollar requested that the process for legalizing unpermitted structures be streamlined considering the challenges he faces when flipping houses located in the County.

Dale Ball presented challenges with the DRM faced by himself and contractor associates.

Eihnard Diaz requested that the Planning division and Building division be made distinct from each other.

Jim Rickert expressed opportunities to simplify the process to address unpermitted structures.

James Burchiel spoke regarding barriers to development of solar systems.

Anje Walfoort described issues her real estate clients have experienced with DRM.

May 30, 2018

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Tom Twist requested that the County consider an amnesty program for unpermitted structures.

Phil Powell stated various issues with DRM processes and proposed that County residents work with a single DRM employee throughout the process for consistency and efficiency.

Todd Harris asked the Board to consider solutions to various issues within the DRM.

John Carr spoke in favor of increased input from County residents and urged the Board to consider that all processes need to be customer-friendly.

Ginger Salido described obstacles she faced with the DRM while working to renovate a recently purchased ranch.

Director of Resource Management Rick Simon responded to various concerns presented during the public comment period. He stated that solar permits are typically processed in approximately one week and building permits are typically turned around in approximately four to six weeks. He confirmed that the County has an amnesty process in place so as to avoid penalizing individuals who purchased a property but were not responsible for existing violations.

Mr. Simon explained opportunities provided to the public for expedited permit processing and solar permitting. He described the TrakIT system being implemented in the near future and explained the benefits associated with the new system, such as increased access to permit history and more interactive capability for the public.

In response to questions by Supervisor Moty, County Counsel Rubin E. Cruse, Jr. described the difficulties that can arise for the County when unpermitted structures are ignored. Mr. Simon stated that various sections of the County Code prohibit any County Official from issuing permits when unpermitted structures exist.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors directed County Executive Officer Larry Lees to examine the issues discussed regarding the Department of Resource Management and bring forth recommendations for the Board's consideration at a later date.

6:55 p.m.: The Board of Supervisors adjourned.

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May 30, 2018

Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, June 26, 2018

**REGULAR MEETING**

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

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

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

**INVOCATION**

Invocation was given by Pastor Bob Parrish, Fall River Mills Seventh Day Adventist Church.

**PLEDGE OF ALLEGIANCE**

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

**REGULAR CALENDAR**

**BOARD MATTERS**

FISCAL YEAR 2018-19 BUDGET  
FY 2018-19 SCHEDULE OF POSITION ALLOCATIONS  
COUNTY SALARY PLAN



County Chief Fiscal Officer (CFO) Terri Howat explained the last steps to adopt the Fiscal Year (FY) 2018-19 Budget. CFO Howat explained that, per County Counsel, there will be a revision to one of the resolutions due to duplicative language.

CEO Lees recognized the efforts of County staff, particularly in the Auditor-Controller's office, for the work done on readying the annual budget.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors adopted the following: Resolution No. 2018-046, which approves committed fund balances in accordance with Shasta County Policy Resolution 2011-02, and Administrative Policy 2-104 *Fund Balance Policy for Financial Statement Reporting*; Salary Resolution No. 1528, which reflects the position allocation amendments approved in the Fiscal Year (FY) 2018-19 Budget effective July 8, 2018; and Resolution No. 2018-047, which adopts: the FY 2018-19 Budget; the FY 2018-19 Schedule of Position Allocations by budget unit; and the County Salary Plan.

(See Resolution Book No. 60)

(See Salary Resolution Book)

## **PRESENTATIONS**

### **PRESENTATION: PARTNERSHIP HEALTHPLAN NORTHERN REGION**

Partnership HealthPlan Northern Region (Partnership) Executive Director Wendi West gave a presentation on their Medi-Cal management services throughout the Northern Region and in Shasta County specifically.

In response to questions from Supervisor Moty, Ms. West explained the cost reimbursement incentives they offer to providers are based on metrics used by the State and Partnership programs that measure their program efficacy. She stated that they also offer incentives to members to encourage them to get needed care.

In response to questions from Supervisor Rickert, Ms. West stated that Partnership has been contacted by several other counties interested in using their model of Medi-Cal management and explained the steps that would be necessary for the other counties to migrate to their model and program. Ms. West described how Partnership has assisted, via collaboration with providers, in reducing the number of unsafe opioid dosage prescriptions in the County.

June 26, 2018

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In response to questions from Supervisor Kehoe, Ms. West stated that 180 jobs have been created within Partnership, and over 875 jobs altogether in the County, since the agency's introduction into the County.

In response to questions from Supervisor Baugh, Ms. West clarified Partnership's administrative costs and other accomplishments mentioned during her presentation.

**PRESENTATION: MENTAL HEALTH, ALCOHOL AND DRUG ADVISORY BOARD ANNUAL REPORT**

Donnell Ewert, Director of the Health and Human Services Agency (HHS), introduced Mental Health, Alcohol and Drug Advisory Board (MHADAB) Chair Dr. Charles Menoher, who presented the annual report on MHADAB activities.

In response to questions from Supervisor Rickert, Director Ewert explained that HHS is working with Aegis Treatment Center to provide suboxone and other treatment services for use within the Shasta County Jail.

In response to questions from Supervisor Kehoe, Dr. Menoher stated that he believes that Shasta County is doing well with the limited resources they have to face mental health, drug, and alcohol issues within the County, although at times staff and programs are overmatched.

**PUBLIC COMMENT PERIOD - OPEN TIME**

County Fire Warden Mike Hebrard gave an update on the status of different fires within the County.

In response to questions from Supervisor Kehoe, Chief Hebrard stated that there had been some minor injuries for fire response staff, but nothing serious.

In response to questions from Supervisor Rickert, Chief Hebrard clarified both required and recommended defensible space and encouraged people to assist neighbors with those efforts.

In response to questions from Supervisor Moty, Chief Hebrard stated that the fire department did not ask Pacific Gas & Electric to shut power off to customers in response to either the fires or weather concerns, although they will make that request if power lines are down or if certain areas are within close range to fires.

In response to questions from Supervisor Morgan, Chief Hebrard stated that brush and weed cutting should be completed early in the morning, prior to 10:00 a.m. to avoid heat issues, and that brush cutting should not be done on windy days at all.

Sheriff Tom Bosenko gave an update regarding the status of road closures and evacuations in the Happy Valley area due to fires. He also stated that the Sheriff's Office is currently doing damage inspections, in conjunction with CalFire, Resource Management, and city police departments. CEO Lees pointed out that people need to use caution in fire-damaged areas, as some of the roads may be open but have lost significant amounts of guard rail in dangerous areas.

Ronald Henninger expressed concerns that there is no way to evaluate the efficiency or outcome of programs outlined within the Mental Health Services Act.

Sheriff Tom Bosenko reminded the Board and members of the public of the Public Safety Workshop Part 2 occurring at 5:00 p.m. on June 26, 2018.

Monique Welin spoke regarding mental health issues.

### **CONSENT CALENDAR**

By motion made, seconded (Morgan/Kehoe), and unanimously carried, the Board of Supervisors took the following actions, which were listed on the Consent Calendar (Supervisor Rickert recused herself from the item regarding Remi Vista due to a conflict of interest):

Approved and authorized the Chairman to sign an agreement with the Economic Development Corporation in an amount not to exceed \$58,773 to provide business expansion, retention, and recruitment services for the period July 1, 2018, through June 30, 2019. (Administrative Office)

Approved and authorized the Chairman to sign the County Claims List in the amount of \$1,412.99, as submitted. (Auditor-Controller)

Adopted Resolution No. 2018-048 which: Establishes the Shasta County appropriations limit at \$191,982,243 for Fiscal Year 2018-19; and sets the annual adjustment factors used to calculate the appropriations limit: the percentage change (5.05%) in local assessment roll from preceding year due to the addition of local non-residential new construction; and the percentage change (0.15%) in population within the incorporated areas in Shasta County. (Auditor-Controller)

(See Resolution Book No. 60)

June 26, 2018

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Adopted Resolution No. 2018-049, which designates the Director of Resource Management the authority to review less than three-acre timberland conversion exemption applications submitted to the California Department of Forestry and Fire Protection. (Clerk of the Board)

(See Resolution Book No. 60)

Approved the minutes of the meeting held on June 19, 2018, as submitted. (Clerk of the Board)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with All Seasons Moving and Storage, Inc. DBA Don Hemsted's Van and Storage, increasing maximum compensation by \$50,000, for a new maximum compensation of \$150,000, to provide moving services to various County Departments, and retaining the term February 17, 2016, through February 16, 2019. (Support Services-Purchasing)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with Chris Cable DBA Caliber Office Furniture, LLC, increasing maximum compensation by \$50,000, for a new maximum compensation of \$100,000, to provide moving services, and retaining the term August 22, 2016, through August 21, 2019. (Support Services-Purchasing)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Crestwood Behavioral Health, Inc., in an amount not to exceed \$4,800,000 during the entire term of the agreement to provide residential mental health treatment services for the period July 1, 2017, through June 30, 2020. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign an amendment, effective July 1, 2018, to the agreement with Willow Glen Care Center to provide community residential treatment services for mentally disabled adults to increase daily rates, retain maximum compensation not to exceed \$1,000,000 during the entire term of the agreement, and retain the term July 1, 2016, through June 30, 2017, with two automatic one-year renewals. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign an amendment, effective July 1, 2018, to the agreement with Hill Country Community Clinic to provide a Community Mental Health Resource Center to remove Foster Parent Retention, Recruitment, and Support services, reduce maximum compensation during the entire term of the agreement by \$150,000 (from \$4,020,000 to \$3,870,000), and change service hours, and retain the term for the period January 1, 2017, through December 31, 2019. (Health and Human Services-Adult Services; Health and Human Services-Children's Services)

Approved and authorized the: Chairman to sign an agreement with CPS HR Consulting, in an amount not to exceed \$43,750 to provide leadership training and the Clifton StrengthsFinder assessment (Online Assessment) for the period from date of signing through January 31, 2019, or upon the completion of the entire Training Program, whichever comes first; and Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to authorize selected staff to sign or electronically sign terms and conditions for accessing the Clifton StrengthsFinder Online Assessment. (Health and Human Services Agency-Business and Support Services)

Took the following actions regarding the Regents of the University of California, Davis training agreements for the period July 1, 2018, through June 30, 2019: Approved and authorized the Chairman to sign a renewal agreement in the amount of \$25,500 to provide training for staff in Child Welfare; and approved and authorized the Chairman to sign a renewal agreement in the amount of \$119,000 to provide training for staff within the Health and Human Services Agency. (Health and Human Services Agency-Business and Support Services)

Adopted the Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2018-19. (Health and Human Services Agency-Office of the Director)

Approved and authorized the Chairman to sign a renewal agreement with Northern Valley Catholic Social Service, Inc., (NVCSS) in an amount not to exceed \$70,000 to provide Cal-Learn case management services for the period July 1, 2018, through June 30, 2019. (Health and Human Services Agency-Regional Services)

Approved and authorized the: Chairman to sign a renewal revenue agreement with the U.S. Department of Interior through the Bureau of Reclamation in an amount not to exceed \$2,175,586.75 for the Opportunity Center to provide janitorial services at the Shasta Dam for the period July 1, 2018, through June 30, 2019, with four optional one-year renewals; and Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign amendments, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement and does not result in a change in compensation of more than 10% through June 30, 2023, as long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (Health and Human Services Agency-Regional Services)

Approved Fiscal Year 2017-18 budget amendments increasing appropriations by \$25,000 in the Housing budget and \$25,000 in the Community Action Agency budget to be offset with Contingency Reserve to allow for termination pay. (Housing and Community Action Programs)



June 26, 2018

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Approved and authorized the Chairman to sign an amendment effective date of signing to the agreement with VOTC, Inc., dba Visions of the Cross, adjusting the maximum compensation for Clients referred by Probation for Fiscal Year 2017-18 from \$100,000 to \$120,000, increasing the total agreement maximum compensation by \$20,000 (for a new total agreement maximum compensation of \$594,000) to provide Sober Living, Parent University, and other therapeutic modalities, and retaining the term July 1, 2015, through June 30, 2016, with two automatic one-year renewals. (Probation)

Approved and authorized the Chairman to sign a renewal agreement with Northern Valley Catholic Social Service, Inc., (NVCSS) in an amount not to exceed \$165,000 over the entire term of the agreement to provide counseling programs and services for the period July 1, 2018, through June 30, 2019, with two automatic one-year renewals. (Probation)

Approved and authorized the Chairman to sign a renewal agreement with Northern Valley Catholic Social Service, Inc. (NVCSS) in an amount not to exceed \$762,000 over the entire term of the agreement (includes up to a \$74,000 advance payment each fiscal year for the Resource Fund), to continue to provide a Participants' Actions To Housing (PATH) supportive housing program for the period July 1, 2018, through June 30, 2019, with two automatic one-year renewals. (Probation)

Approved Fiscal Year 2017-18 budget amendments: Increasing appropriations and revenue by \$13,000 in the Sheriff Burney budget offset with a transfer in from the Sheriff budget; and increasing appropriations and revenue by \$155,000 in the Sheriff and Sheriff Patrol budgets to recognize and utilize additional revenues including Remote Area Network trust funds. (Sheriff-Coroner)

Approved and authorized the Chairman to sign a renewal agreement with Keefe Commissary Network, LLC, with no maximum compensation, to provide commissary services to the Jail for the period July 1, 2018, through June 30, 2021, with two automatic one-year renewals. (Sheriff-Jail)

Approved the following Fiscal Year 2017-18 budget amendments to reallocate appropriations and revenue related to the Board of State and Community Corrections (BSCC) Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Increasing and decreasing appropriations for a net zero result in the Sheriff budget; increasing revenue by \$100,645 in the Probation budget; and decreasing appropriations and revenue by \$3,951 in the District Attorney budget. (Sheriff; Probation; District Attorney)

Approved and authorized the Public Works Director to sign a Notice of Completion for the "Front Street (1H02A) Rehabilitation Project," Contract No. 704009, and record it within 15 days of actual completion. (Public Works)

Awarded to the lowest responsive and responsible bidder, California Highway Construction Group, Inc., on a unit cost basis, the contract for "Junction School ATP Project," Contract No. 702985, in the amount of \$484,200. (Public Works)

Approved a Fiscal Year 2017-18 budget amendment increasing appropriations and revenue by \$50,000 in the Department of Resource Management Building Division budget for better alignment to projected and actual expenditures and revenues. (Resource Management)

10:01 a.m.: The Shasta County Board of Supervisors recessed and reconvened as the Shasta County Water Agency.

### **SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR**

#### **SHASTA COUNTY WATER AGENCY**

By motion made, seconded (Moty/Mogan), and unanimously carried, the Water Agency Board of Directors took the following actions regarding the Water Administration fund: Approved a loan of \$20,000 to the County Service Area (CSA) No. 6-Jones Valley Water fund; approved a loan of \$15,000 to the CSA No. 23-Crag View Water fund; and approved a loan of \$15,000 to the CSA No. 25-Keswick Water fund. (Public Works; Water Agency)

10:02 a.m.: The Shasta County Water Agency adjourned and reconvened as the Shasta County Board of Supervisors.

### **REGULAR CALENDAR, CONTINUED**

#### **GENERAL GOVERNMENT**

#### **ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS**

### **LEGISLATIVE UPDATE/SUPERVISORS' REPORTS**

County Executive Officer (CEO) Larry Lees presented an update on specific legislation of importance to Shasta County, including Senate Bill 212 (Jackson and Ting), *Sharps and Pharmaceutical Drug Take-Back Program*.

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign a letter in support of Senate Bill 212 (Jackson and Ting), *Sharps and Pharmaceutical Drug Take-Back Program*.

June 26, 2018

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CEO Lees described recent changes to the Shasta County website to improve access to the Building and Planning Departments and related information such as links to the zoning code. He also stated that progress is being made on putting together an advisory committee, as recommended by the Board of Supervisors and Resource Management.

Supervisor Rickert recently attended a Shasta Regional Transportation Agency meeting.

Supervisor Moty recently attended meetings of the Shasta Regional Transportation Agency and the California State Association of Counties Finance Corporation.

Supervisor Kehoe recently attended a Shasta Regional Transportation Agency meeting.

Supervisor Morgan recently attended meetings of the Shasta Regional Transportation Agency and the Juvenile Justice Coordinating Council.

Supervisors reported on issues of countywide interest.

COMMUNITY CORRECTIONS PARTNERSHIP ADVISORY BOARD APPOINTMENTS  
ADMINISTRATIVE OFFICE  
PROBATION

CEO Lees gave a presentation regarding retroactive Board approval for previous Community Corrections Partnership (CCP) Advisory Board appointments, as well as Board approval for Supervisor Rickert's appointment as a regular member of the CCP Advisory Board, with Supervisor Morgan as the alternate.

In response to questions from Supervisor Moty, CEO Lees clarified that Administrative Office staff would still attend meetings of the Advisory Board, but would not be voting members.

In response to questions from Supervisor Kehoe, CEO Lees described the responsibilities of the CCP Advisory Board. Chief Probation Officer Tracie Neal explained the membership of the CCP Executive Committee. CEO Lees explained that the Executive Committee makes final recommendations to BOS as to how the budget is allocated, based on recommendations from the Advisory Board.

In response to questions from Supervisor Moty, Chief Probation Officer Neal clarified the membership of the CCP Executive Committee and that the Board of Supervisors designee is a member of the Advisory Board, not the Executive Committee.

In response to questions from Supervisor Baugh, CEO Lees explained that the Board does not manage the CCP budget, but votes on it as presented to the Board by the CCP Executive Committee.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors took the following actions regarding Board-appointed membership to the Community Corrections Partnership (CCP) pursuant to Penal Code § 1230(b)(2)(B): Ratified the following retroactive appointments: for the period June 8, 2011, through June 30, 2015, appointed: Julie Hope, Principal Administrative Analyst, as a member; and Elaine Grossman, Senior Administrative Analyst, as an alternate member; and for the period July 1, 2015, through March 21, 2018, appointed Elaine Grossman, Senior Administrative Analyst, as a member; effective June 26, 2018: appointed Supervisor Rickert to serve on the CCP; appointed Supervisor Morgan as an alternate on the CCP; and provided that such appointments shall serve for a four-year term and shall serve at the pleasure of the Board of Supervisors.

**REQUEST FOR PROPOSALS: INDEPENDENT REVIEW OF JAIL OPERATIONS  
ADMINISTRATIVE OFFICE**

CEO Lees gave a presentation explaining the background of the Request for Proposal (RFP) for an outside agency to complete a jail review and that the company selected to negotiate with was chosen unanimously. CEO Lees stated that the point of bringing the selection before the Board at this time was for the Board to approve the County to move forward with negotiating a contract, and that once that process is done, the agreement will come back to Board for final approval.

In response to questions from Supervisor Baugh, CEO Lees explained that the goal of the RFP will be limited to the jail, but will look at gaining efficiencies with food service, scheduling, space, procedures, etc., within the jail.

Sheriff Tom Bosenko stated that the County is always looking for more efficiency within the jail, and is already starting with changing the structure of jail, including additional beds and recreation space. Sheriff Bosenko expressed a desire for the RFP to examine staffing levels. He also stated that he is having a Santa Cruz County Undersheriff come to conduct a brief overview, as that county has a similar jail population. This will include looking at staffing, scheduling, and booking processes, which may assist with the RFP review.

John Ruiz, a retired Sheriff's Office employee, spoke commending the upcoming jail expansion and stated opposition to the RFP cost.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors took the following actions regarding the Request for Proposals (RFP 18-27) to provide an independent review of the County of Shasta's Jail operations: Directed staff to enter into contract negotiations with the highest rated responder, CGL Companies, with a quoted proposal price of \$97,040; and contingent on reaching agreement with CGL Companies on the terms of the contract, directed staff to return to the Board of Supervisors with an agreement for approval at a future date.

**SCHEDULED HEARINGS**



June 26, 2018

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## **PUBLIC WORKS**

### **SISKIYOU COUNTY TRANSFER STATION PARCEL CHARGES**

John Heath, Supervising Engineer, gave a presentation regarding the history of transfer station parcel charges. He stated that typically, waste collection services are provided by Siskiyou County in the Castella area due to its proximity to the county line and that there has been an agreement regarding parcel charges since the mid-1980s.

The public hearing was opened; no one spoke for or against the matter, and the public hearing was closed.

By motion made, seconded (Kehoe/Moty), and unanimously carried, the Board of Supervisors took the following actions regarding Siskiyou County Transfer Station parcel charges: Opened the public hearing; closed the public hearing; and adopted Resolution No. 2018-050 which, effective July 1, 2018, extends parcel charges to pay tipping fees at Siskiyou County Transfer Station.

### **WASTE COLLECTION SERVICE CHARGES** **USA WASTE OF CALIFORNIA, INC.**

Ken Cristobal, Deputy Director of Public Works, gave a presentation regarding the proposal to add new possible charges to monthly waste collection rates and explained rate changes as allowed by the agreement with USA Waste of California, Inc. (USA). He also explained the proposed recycling contamination fees and processes, including that the reason behind new penalties is that it is becoming extremely costly to remove garbage from recycling.

In response to questions from Supervisor Moty, Mr. Cristobal explained the way that fees are calculated. Tisha Gill and Janice Foster, representatives from USA, explained that the goal is to eliminate contamination in recycling. Ms. Gill stated that public education would have to address the issue of residents and transients putting garbage into recycling and that USA will work with customers on a case-by-case basis to resolve issues.

In response to questions from Supervisor Kehoe, Ms. Gill explained that USA will work with customers who are recycling responsibly and are having problems with transients placing garbage in their recycling bins. She stated that USA expects that customers will call in to explain, and that USA will work with them to resolve problems and waive fees as necessary.

In response to questions from Supervisor Rickert, Ms. Foster stated that, while there are ways to lock garbage containers, it is not possible to do so for individual residential customers; there are methods to address this issue with commercial bins, as well as a potential for designing bear-proof bins.

In response to questions from Supervisor Morgan, Ms. Foster reiterated that USA will work with customers who have other people place garbage in their recycling bins; however, there is not a way to lock the plastic residential recycling bins. Ms. Gill stated that in other cities, normally the issue is people removing things from recycling bins, rather than placing items into them. She gave examples of items that should not be placed into recycling bins and stated that the maximum amount of contamination is 15% of the total, after which there would be a fee. Ms. Gill also stated that polystyrene/Styrofoam is not recycled in this area because there is no demand for it.

In response to Supervisor Kehoe, Ms. Gill explained that USA will be working with the County to continue to develop educational outreach to customers regarding what can be recycled and how. They have recently been working on updating their marketing and advertising material for this reason. Ms. Gill explained that the contamination issue became very large over the last year because, over the last 15 to 20 years, markets would take 10 to 15% contamination, but as of March 1<sup>st</sup>, that changed to 0.03% allowable contamination. Mr. Heath stated that the City of Redding usually sees about 30% contamination.

CEO Lees, as Chair of the Solid Waste Joint Powers Agreement with the City of Redding, discussed the issue with Redding City Manager Barry Tippin and stated that contamination is a large problem. CEO Lees explained that part of the problem is that different areas have different rules for recycling, so clear education and specificity is necessary. He stated that, regarding the inability to lock bins, the County has recommended that homeowners and businesses put their bins out in the morning, rather than leaving them out overnight, as most problems seem to occur during the nighttime.

In response to questions from Supervisor Moty, Ms. Foster stated that USA usually sees the contamination issue with residential bins, not commercial.

In response to questions from Supervisor Baugh, Mr. Cristobal explained the specifics of the fee structure for waste collection. Public Works Director Pat Minturn explained that the maximum allowed rate is not necessarily the usual fee. Mr. Minturn explained that the County's agreement with USA does have provisions for investigating complaints against USA and for instigating penalties if it became necessary, although service has so far been excellent. Mr. Minturn explained the process for investigating recycling contamination, including the fact that there will be an initial warning prior to any penalty fee. Mr. Minturn stated that there is a process for customer complaints in the contract with USA, and that there is a process outlined in the circulated rate study for determining the amount of contamination in recycling bins. He also stated that customers do have the option to opt out of the recycling program altogether.

In response to questions from Supervisor Moty, Mr. Minturn explained the limited terms regarding the proposed fee changes.

The public hearing was opened.

June 26, 2018

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Robert Rapp explained his concerns regarding the contamination fee due to people who dump garbage in or around the trash cans, which he must keep locked due to wild animals.

In response to questions from Supervisor Baugh, Mr. Rapp explained that he is a residential customer.

In response to questions from Supervisor Moty, Mr. Rapp explained that he normally has to leave his bins at the bottom of the road because USA no longer goes up to the individual houses in his area to pick up their bins.

No one else spoke for or against the matter, and the public hearing was closed.

Deputy Clerk of the Board Kristin Gulling-Smith announced that ballots received prior to the close of the public hearing did not result in a successful majority protest.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors took the following actions on behalf of USA Waste of California, Inc. (USA): Adopted Resolution No. 2018-051, which authorizes the new and revised service charges; and approved and authorized the Chairman to sign the second amendment to the franchise agreement with USA authorizing the new and revised service charges for the period July 1, 2018, through July 1, 2022.

11:15 a.m.: The Board of Supervisors adjourned.

\_\_\_\_\_  
Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

June 26, 2018

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**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, June 26, 2018

**SPECIAL MEETING**

5:00 p.m.: Chairman Baugh called the Special Meeting of the Board of Supervisors to order on the above date with the following present:

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

County Executive Officer - Larry Lees  
Senior Deputy County Counsel - David Yorton  
Chief Deputy Clerk of the Board - Mary Williams

By motion made, seconded (Kehoe/Moty), and unanimously carried, the Shasta County Board of Supervisors moved the item regarding the proclamation of a local emergency to the beginning of the agenda.

Sheriff Tom Bosenko, Director of Emergency Services, presented an update on the Creek Fire. He discussed damage to infrastructure and stated that approximately 1300 feet of guardrail was lost along Clear Creek Road. He stated that a Fire Management Assistance Grant was recently approved.

County Fire Warden Mike Hebrard described the status of seven fires in the Shasta County area.

In response to questions by Supervisor Kehoe, Chief Hebrard described the significant involvement of volunteers in local fire fighting efforts.

By motion made, seconded (Moty/Kehoe) and unanimously carried, the Shasta County Board of Supervisors adopted Resolution No. 2018-052, which: Ratifies a proclamation declaring a local emergency due to the wild land fire identified as the "Creek Fire" occurring in unincorporated areas of Shasta County; and requests the Governor to proclaim a state of emergency.



**PUBLIC COMMENT PERIOD - OPEN TIME**

Monique Welin spoke regarding mental health concerns.

Anje Walfoort requested action from the Board of Supervisors regarding public safety.

Ginger Jones addressed concerns with drug use in Shasta County.

Dot Van Cleave spoke regarding the impact of drugs in the community.

Quanah Buliavac described fears caused by local crime.

Tom Hayes presented solutions for local public safety issues.

Marcia Greene stated a dissatisfaction with the County's use of AB 109 funds.

Sean Pearce proposed solutions for issues pertaining to homelessness.

Sharon Smedley discussed her experiences as owner of a local home for women.

Michael Sullivan requested support from the Board of Supervisors for a private security augmentation plan on behalf of Secure Redding, a local community organization.

Dale Ball called for a stronger emphasis on public safety and increased staffing in law enforcement.

Stan Neutze discussed issues with crime and jail space.

Marci Fernandes spoke on her experiences as a parent of an individual with a mental health disorder and requested increased community education regarding mental health.

Russell K. Hunt requested that the Board consider a sales tax for funds for the jail.

Amanda Smith requested that the County consider employing a statistician to gather community data and facts.

Jeff Zeller discussed opportunities associated with the potential development of a 311 mobile application.

Jessaca Lugo described the impact of current decisions on future generations.

June 26, 2018

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### **REGULAR CALENDAR**

This was the time set aside to conduct a workshop to discuss topics related to public safety in Shasta County to follow up on items originally discussed at a previous public safety workshop on February 7, 2018.

County Executive Officer (CEO) Larry Lees presented a map of buildings with potential for conversion to jail bed space.

In response to questions from Supervisor Baugh, CEO Lees explained that the Courts own the land on which Justice Centers 1 and 2 are built. The Court has determined that they cannot vacate those Justice Centers until the new Courthouse is built.

CEO Lees addressed the potential for a sales tax and explained that County Counsel can bring options forward at the regular meeting of July 17, 2018, if the Board so chooses.

Health and Human Services Agency Director Donnell Ewert presented on a Jail Diversion Program. He described the current state of homelessness in Shasta County as well as local services available for homeless individuals.

Mr. Ewert described components of the jail diversion plan, including a low barrier shelter, “No Sleeping” ordinances, protecting private property, and voluntary return.

Mr. Ewert discussed potential sources for funding, including grants, local foundations, City and County funds, and others. He explained that a steering committee planned to convene the following day.

In response to questions from Supervisor Rickert, Mr. Ewert stated that a state grant would be received by January 2019 and then additional funds would have to be obtained.

In response to questions from Supervisor Baugh, Mr. Ewert described the proposed path for an individual entering services. He explained the intent to engage individuals and plug them into services.

Sheriff Tom Bosenko described the potential to capitalize on the jail diversion plan to achieve accountability, treatment, and relieve some pressure from the jail.

Captain Dave Kent discussed the option for an additional 38 jail beds.

CEO Lees stated that the cost for the proposed additional 38 jail beds is an estimated \$325,000 capital investment. Additional operating costs would largely be due to a need to add three correctional officers.

CEO Lees explained that there are currently three correctional officer positions which are allocated but not funded. CEO Lees recommended that the Board fund and fill these positions.

In response to questions from Supervisor Moty, CEO Lees stated that the cost to fill those positions is estimated at \$350,000 and ongoing operating expenses are estimated at approximately \$300,000.

In response to questions from Supervisor Baugh, CEO Lees stated that he would like to receive additional information from the Board of State and Community Corrections before moving forward.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors directed staff to add to the existing Request for Proposal the option of 38 additional beds.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors directed staff to move forward with design of 64 additional jail beds in Justice Centers 1 and 2.

By consensus, the Board of Supervisors directed staff to return at the regular meeting of July 17, 2018 to present information and options regarding placing a sales tax on the ballot in November 2018.

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors directed staff to move forward with the jail diversion program as presented.

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors directed staff to arrange a third Public Safety Workshop to follow up on topics related to public safety in Shasta County, and to schedule this evening meeting when additional information has been gathered to be presented.

In response to questions from Supervisor Moty, Auditor-Controller Brian Muir spoke to allegations by the Grand Jury regarding a supplanting of general fund dollars with AB 109 dollars. He stated that, as an auditor independently elected by the public, he found allegations of misappropriation of funds to be incorrect. Mr. Muir conducted a review of the general fund for the past six years and stated that general fund contributions to the jail had actually increased.

In response to questions from Supervisor Kehoe, CEO Lees explained that the Board would approve a response to the Grand Jury at a future public meeting.

7:17 p.m.: The Board of Supervisors adjourned.

June 26, 2018

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Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy



July 10, 2018

1

**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, July 10, 2018

**SPECIAL MEETING**

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

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

County Executive Officer - Larry Lees  
Assistant County Counsel - James Ross  
Administrative Board Clerk - Kristin Gulling-Smith  
Administrative Board Clerk - Darcey Prior  
Chief Deputy Clerk of the Board - Mary Williams

**PUBLIC COMMENT PERIOD - OPEN TIME**

Monique Welin spoke regarding her positive interactions with Shasta County staff.

**REGULAR CALENDAR**

**BOARD MATTERS**

**REPORT ON POTENTIAL REVENUE OPTIONS FOR JAIL OPERATIONS  
COUNTY COUNSEL**

This was the time set aside to receive information regarding potential revenue options for jail operations through placing sales taxes, assessments, or fees on the ballot in November 2018, as originally discussed at a public safety workshop on June 26, 2018.

Supervisor Kehoe spoke regarding actions taken over the last six months to increase jail capacity.

Supervisor Baugh spoke regarding the Board of Supervisors' plans for further efforts to expand public safety.

Assistant County Counsel James Ross gave a presentation regarding the various options that the Board of Supervisors could take to fund expanded jail operations. He explained the differences between general taxes and special taxes and the requirements for implementing them, as well as options regarding business taxes and parcel taxes. Mr. Ross also explained that the County could impose various types of fees to increase revenue.

County Executive Officer (CEO) Larry Lees stated that the potential of charging individuals for costs associated with their incarceration would likely not raise much profit. He also stated that the option of taxing commercial marijuana growth might impact potential future profit from commercial hemp growth. CEO Lees asked that the Board direct staff as to their preferences.

In response to questions from Supervisor Baugh, Mr. Ross explained the requirements and timelines for implementing different types of taxes in order to put them onto the ballot.

In response to questions from Supervisor Rickert, CEO Lees discussed potential revenue from different types of taxes or fees. County Auditor Brian Muir addressed further details of the various potential revenue streams.

In response to questions from Supervisor Kehoe, CEO Lees explained that the taxes under discussion would be county-wide. He also stated that a county-wide tax could be implemented without involving the Cities of Redding, Anderson, or Shasta Lake, but that working in collaboration with the cities would be preferred.

In response to questions from Supervisor Morgan, CEO Lees explained that there are current cost figures for the short-term jail expansion, but that the long-term figures are still under discussion. CEO Lees also stated that the County could specify that some of the revenue would be used for more Sheriff's deputies in outlying parts of the county.

In response to questions from Supervisor Moty, CEO Lees clarified that revenue has already been established for the first jail bed expansion, but that further revenue is being sought to cover further planned expansion. He also agreed that use of jail diversion programs and other law enforcement options would be options to consider.

In response to questions from Supervisor Moty, Mr. Ross stated that County Counsel's opinion is that, if incorporated areas are included in a county-wide tax, all incorporated areas would need to be included.

July 10, 2018

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Supervisors Moty, Rickert, and Baugh discussed the importance of having multiple options to increase public safety and having agreement from the incorporated areas within the county on any county-wide tax.

Supervisor Moty stated his support for a transactional user special tax and proposed that the Board narrow the overall discussion.

Stan Neutze, Council Member for the City of Anderson, spoke regarding the use and fluctuations of sales taxes and proposed a dwelling tax for residential buildings and a square footage tax for commercial buildings. He also stated his support for collaboration between all incorporated and unincorporated areas of the county.

Johnni Hansen spoke of the importance to include fire safety considerations in the discussion about public safety, and of the importance to keep in mind the differing public safety needs of different parts of the county.

Ann Morningstar spoke in support of raising money for the jail, as well as for fire and other public safety needs.

Richard Kerns spoke regarding the City of Shasta Lake's law enforcement budget and the need for permanent incarceration space within the County.

Tom Hildebrand expressed concerns about the speed of public safety improvements and the need for transparency regarding raises and salaries for County employees.

Sheriff Tom Bosenko spoke regarding tax options and the costs of running the jail and the need for other facilities, such as a work camps or an adult rehabilitative center. He explained that the costs of running the jail and the Sheriff's Department exceed the County budget, even before factoring in the costs of the other needed facilities.

In response to questions from Supervisor Baugh, Sheriff Bosenko stated that he believed the best option for revenue would be a sales tax that encompassed both the unincorporated and incorporated areas of the county.

In response to questions from Supervisor Rickert, Sheriff Bosenko explained that expanded public safety services, including Sheriff deputies, in the unincorporated areas would be a given if the budget allowed for it. He also explained that patrols are limited throughout all outlying areas of the County.

In response to questions from Supervisor Morgan, Sheriff Bosenko reiterated that he believed the largest revenue generating option would be a sales tax.

Baron Browning, Council Member for the City of Anderson, expressed his belief that the Board of Supervisors should meet with the various City Councils and Chambers of Commerce before making a final decision, to ensure that all areas and groups within the County are in agreement with the chosen option.

Mr. Muir stated that it is very difficult to pass a specialized tax, but that a general tax in conjunction with an MOU with the cities expressing how the money would be spent may be an option to consider.

In response to questions from Supervisor Morgan, Mr. Ross stated that anything to be placed on the ballot for November 2018 must be to the Registrar of Voters by August 10<sup>th</sup>, and that specific procedural steps to meet that deadline vary based on what option is chosen.

In response to questions from Supervisor Rickert, Donnell Ewert, Director of the Health and Human Services Agency, explained the projected needs for a jail diversion project, for both building a facility and for ongoing operating costs.

Monique Welin spoke regarding options to expand public safety and mental health treatment and the need to include all the communities within the county in any decision.

In response to questions from Supervisor Rickert, Mr. Ross stated that the County may express an opinion regarding a proposed ballot measure but may not spend money to campaign regarding a measure. CEO Lees stated that the Board, whether as a whole or individuals, could discuss or advocate for a measure, but could not spend any public money in any way regarding that measure.

In response to questions from Supervisor Moty, CEO Lees agreed that the intention of the discussion was for the Board to give direction to staff, not to make a final decision at this time.

Supervisor Moty made a motion to direct staff to determine the costs for additional jail bed space, additional deputies, and additional expenditures on things related to the jail diversion program or similar programs. He also motioned that staff contact the cities for their input on how the tax should be spent.

In response to questions from Supervisor Moty, CEO Lees explained that the decision between a general and a specific tax would not have to be made at this meeting, and worked through the timelines for the different options. Mr. Ross stated that a general tax can only be adopted at a regularly scheduled Board meeting, not a special meeting.

Supervisor Moty stated his preference for a special tax rather than a general tax, and Supervisors Kehoe, Morgan, Rickert, and Baugh stated their support of that preference.



July 10, 2018

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Mr. Ross stated that a special tax can be adopted at a special meeting of the Board of Supervisors.

CEO Lees proposed that the issue be brought back to the Board at a special meeting, in order to allow extra time to consult with the cities within the County and to allow the city mayors to discuss the proposed tax with their city councils.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors directed staff to return with information regarding costs for additional jail bed space, additional deputies, and the jail diversion program or other similar programs which may alleviate jail occupancy, including any associated costs for construction, repair, maintenance, and operation; directed the CEO to gather information from community partners and incorporated cities regarding their support of a countywide tax and use of potential sales tax revenue, and gave discretion to the CEO to add additional programs or areas of consideration resulting from these discussions; and directed staff to specifically focus efforts on a specialized countywide sales tax with revenue directed to these uses.

10:36 a.m.: The Board of Supervisors adjourned.

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Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - General Government-3.

**SUBJECT:**

Renewal agreement with Liebert Cassidy Whitmore (LCW) for Training Services

**DEPARTMENT:** Support Services-Personnel

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Angela Davis, Director of Support Services

Vote Required?	General Fund Impact?
4/5 Vote	No Additional General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive renewal agreement with Liebert Cassidy Whitmore (LCW), in an advance payment amount not to exceed \$4,400, for the provision of five days of employment relations group training workshops for County employees, LCW attorney telephone consult services, and a monthly newsletter, for the period July 1, 2018, through June 30, 2019.

**SUMMARY**

N/A

**DISCUSSION**

LCW provides training workshops and telephone consultation services to a consortium comprised of seventeen (17) public agencies in the North State area, of which Shasta County is a member. A total of five (5) days of group training workshops will be provided to the consortium over the term of this agreement. Workshops will cover a wide variety of topics, including but not limited to, employment discrimination and affirmative action, performance evaluations, grievance and discipline administration, and employment relations. The specific subjects covered for the workshop presentations are determined by the County in coordination with other local agencies who have formed the consortium.

In addition to training workshops, LCW also provides telephone consultation services, assisting with legal questions that can be answered with little research, and provides a monthly newsletter to Shasta County and other members of the consortium regarding employment relations developments.

LCW's reputation as the leading public sector labor, employment and educational law firm in California

can make a difference in the County’s successful navigation of difficult legal issues. Advance payment is required from all members of the consortium to provide the annual training services.

**ALTERNATIVES**

The Board may direct staff to seek other options; however, there is a limited resource of viable vendors that provide these types of trainings at the level of the current provider.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

There is no additional General Fund impact.

- CC:   Larry Lees, County Executive Officer  
      Terri Howat, County Chief Financial Officer  
      Ayla Tucker, Administrative Analyst I  
      Shelley Forbes, Assistant Director of Support Services  
      Monica Fugitt, Chief Fiscal Officer  
      Melissa Merritt, Agency Staff Services Analyst I- Confidential

**ATTACHMENTS:**

Description	Upload Date	Description
LCW Ageement for Special Services FY 2018/19	7/9/2018	LCW Ageement for Special Services FY 2018/19

**AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the Shasta County, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than seventeen (17) public agencies in the North State area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

**Attorney's Services:**

During the year beginning July 1, 2018, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls.
3. Providing of a monthly newsletter covering employment relations developments.

**Fee:**

Attorney will provide these special services to Agency for a fee of Four Thousand Three Hundred Dollars (\$4,300.00) payable in one payment prior to August 1, 2018. The fee, if paid after August 1, 2018 will be \$4,400.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.



**Independent Contractor:**

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

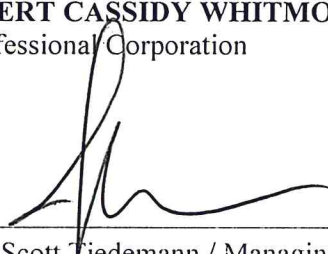
**Term:**

The term of this Agreement is twelve (12) months commencing July 1, 2018. The term may be extended for additional periods of time by the written consent of the parties.

**Condition Precedent:**

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than seventeen (17) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2018.

**LIEBERT CASSIDY WHITMORE**  
A Professional Corporation

By:   
J. Scott Tiedemann / Managing Partner

Date: 6/25/18

**SHASTA COUNTY**

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

Name: \_\_\_\_\_

Les Baugh, Chairman

Title: \_\_\_\_\_

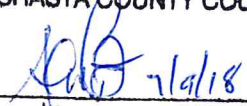
Board of Supervisors, County of Shasta  
State of California

Date: \_\_\_\_\_

**RISK MANAGEMENT APPROVAL**

BY:  7/9/2018

**APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL**

  
Adam M. Freeman  
Senior Deputy County Counsel

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - General Government-4.

**SUBJECT:**

Agreement between the County of Shasta and Mission Linen for the purpose of providing uniform and linen rentals and laundering services.

**DEPARTMENT:** Support Services-Purchasing

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Angela Davis, Director of Support Services

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign an agreement with Mission Linen with no maximum compensation, to provide uniform and linen rentals and laundering services for the period date of signing through April 30, 2021, with three automatic one-year renewals.

**SUMMARY**

N/A

**DISCUSSION**

The County currently has a Blanket Purchase Order established for the provision of uniform rental and laundering services, including rental and cleaning of floor mats, shop towels, and linens. These services are currently provided to various departments for approximately 100 employees at 8 locations within the County on a weekly or bi-weekly basis.

Renting of uniforms, as opposed to purchasing them, saves the County money by eliminating the initial expenditure to uniform staff, and reduces costs associated with staff movement into or out of a department. Uniforms will be properly sized, laundered, repaired, and maintained by the vendor to ensure a professional appearance.

The Department of Support Services - Purchasing Unit ("Purchasing") released a Request for Proposals ("RFP") on March 29, 2018 to obtain competitive pricing on uniform and linen rentals and laundering

services. Purchasing worked in collaboration with Facilities Management, Fleet Management, Public Health, SHASCOM, Public Works-Roads, County Fire, and the Coroner’s Office to conduct the competitive procurement process. Mission Linen was the only responder and provided Shasta County the option in their Proposal to conjoin with the City of Redding’s pricing and terms. By conjoining with the City of Redding’s pricing and terms, the County will align its Agreement with the length of the City of Redding’s Blanket Purchase Order term, effective as of the date of signing through April 30, 2021, with three automatic one year renewals. Exercising this option allows for better pricing than the County would receive based upon its usage alone.

The County has opted to establish a no maximum Agreement rather than a standard no maximum Blanket Purchase Order, so that the standard County Terms and Conditions may be incorporated as an addition to the City of Redding’s Mission Linen Terms and Conditions.

**ALTERNATIVES**

The Board may choose not to approve this agreement. This is not recommended because the County is able to take advantage of competitive pricing offered by Mission Linen and ultimately lower our annual costs associated with uniform and linen rental and laundering services. The Board may request additional information from staff.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. This recommendation has been reviewed by the County Administrative Office. The Shasta County Purchasing Department managed the competitive procurement process in coordination with Facilities Management, Fleet Management, Public Health, SHASCOM, Public Works-Roads, County Fire, and the Coroner’s Office.

**FINANCING**

There is no Additional General Fund Impact from the Recommended Action. The funds involved with this agreement are included in the Fiscal Year 2018-19 Adopted Budget for all affected departments and will be included in future proposed budgets.

**ATTACHMENTS:**

Description	Upload Date	Description
Mission Linen Agreement	6/26/2018	Mission Linen Agreement

No Withholding

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
MISSION LINEN SUPPLY**

This agreement is entered into between the County of Shasta, through Department of Support Services Purchasing Unit, a political subdivision of the State of California ("County") and Mission Linen Supply ("Consultant") for the purpose of providing Shasta County uniform and linen rentals and laundering services (collectively, the "Parties" and individually a "Party").

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

Pursuant to the terms and conditions of this agreement, Consultant shall provide uniform and linen rentals and laundering services in accordance with the City of Redding RFP 4961 terms and conditions, Exhibit A, attached hereto and incorporated herein. To the extent there is any conflict between the terms of this Agreement, and the terms of Exhibit A, the language of this Agreement shall be controlling.

**Section 2. RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

**Section 3. COMPENSATION.**

- A. Consultant shall be paid for the services described in this agreement in accordance with Exhibit B, attached hereto and incorporated herein.
- B. Consultant shall be paid for replacement items in accordance with Depreciation Schedule, Exhibit C, attached hereto and incorporated herein.
- C. During the term of this agreement, the Director of Support Services may approve, in writing and in advance, changes in any of Consultant's rates. Unit prices shall remain firm through April 30, 2019. Prices may be changed annually thereafter, in direct proportion to the change in the Consumer Price Index for All Urban Consumers (CPI-U).
- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT.**

- A. Consultant shall submit to each department, within five days after completion of the services prescribed in Section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.



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

**Section 5. TERM OF AGREEMENT.**

The initial term of this agreement shall begin as of the last date it has been signed by all Parties and ending April 30, 2021. The term of this agreement shall be automatically renewed by County for three additional one-year terms at the end of the initial term, under the same terms and conditions, except as provided in Section 3 unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Director of Support Services.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.

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

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Director of Support Services, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

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

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be

withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 10. INDEMNIFICATION.**

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

**Section 11. INSURANCE COVERAGE.**

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

to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
  - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
  - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
  - (8) Any of Consultant’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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



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

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

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code Sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times

upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

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

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

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

**Section 16. LICENSES AND PERMITS.**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

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

If to County: Director of Support Services  
1450 Court Street, Suite 348  
Redding, CA 96001  
Phone: (530) 225-5515  
Fax: (530) 225-5345

If to Consultant: Branch Manager  
Mission Linen Supply  
1481 Beltline Road  
Redding, CA 96003  
Phone: (530) 243-0465

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

**Section 20. AGREEMENT PREPARATION.**

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

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

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

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

**Section 24. COUNTY'S RIGHT OF SETOFF**

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

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
Les Baugh, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

Adam Pressman 6/21/18  
By: Adam Pressman  
Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 06/25/18  
James Johnson  
Risk Management Analyst III

**CONSULTANT**

Date: 6/21/18

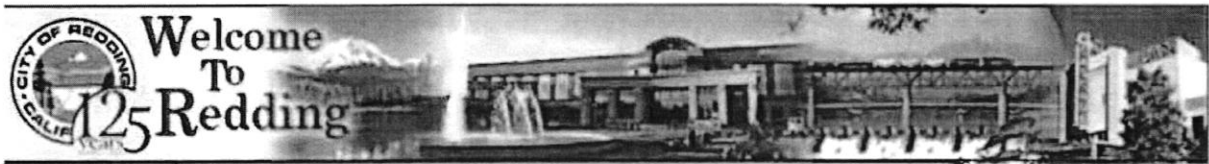
By: Dale Hogue Branch Manager  
Dale Hogue  
Branch Manager  
Tax I.D.#: 95-1942549





Textile Rental  
Uniform Rental  
Industrial Laundry Services  
Floor care  
Healthcare  
Apparel

March 7<sup>th</sup>, 2018.



**PREPARED BY:**

Jesse Lewis

Account Representative

**Approved by:**

Dale Hogue

Branch General Manager

**Response to RFP Schedule 4961**

Acknowledgment and In Receipt of:

**4961-Addendum No. 1**

**Attachment B-Inventory - Revision 1**

Mission Linen Supply is in agreement with article II, sub section J: Optional 'Piggyback' Provision and will extend pricing terms and condition of this proposal to other government agencies.

**Exceptions and deviations to this RFP**

Mission Linen has provided one (1) full copy of IIPP included in Original Unbound. (4) Additional copies of Injury and Illness Accident Prevention Program (IIPP) Policies and Procedures with table of contents only. Additional copies of full IIPP will be provided if requested.



Mission Linen Supply would like to thank you for the opportunity to earn your business. At Mission Linen Supply, we pride ourselves on service, honesty and integrity. Our family owned and operated company has been in business since 1930. Listed below are the responses to your pre established questions.

## 2) Contractor Qualifications, Experience and Resources-

- A. How Long Has Mission Linen Supply been operating in Shasta County?
  - Mission Linen Supply has been operating in Shasta County for 34 years.
- B. Are you a stand-alone firm or a division of a larger firm? If a division, please provide a list of other locations or divisions/services your firm provides.
  - Mission Linen is a 2<sup>nd</sup> generation family owned and operated company since 1930. Providing linens, uniforms and related products through more than 50 facilities in California, Arizona, New Mexico, Texas and Oregon.
- C. A description of you firm's experience in performing this type of work, process and procedures.
  - Mission Linen Supply has been setting an industry standard for 88 years providing rental uniform and linen service for thousands of customers per day. Our Chico facility processes up to 240,000 lbs. of soiled product each week.
- D. Provide location of cleaning facility and geographical area this cleaning facility serves. If outside the Redding area, indicate location of nearest facility in which "extra" inventory and delivery trucks are maintained, and provide a summarized list of the inventory maintained at this facility.
  - Our industrial wash facility is located in Chico California, approximately 70 miles from the Redding branch. The Chico facility processes and shuttles daily to Redding branch. Our Redding branch located at 1481 Beltline Rd and is more than adequately stocked with additional/extra product to sustain any need or emergency services for our customers.
- E. Describe how you insure compliance at your cleaning facility with hazardous waste regulations
  - Mission Linen Supply is Title 22 compliant with the State of California Health & Human Services Agency, HACCP Certified and adheres to all Universal Precautions.
- F. Provide catalog and/or descriptive literature, labeled with Proposer's name, with full illustrations and detailed specifications for each item on Attachment B. If submitting a full-line catalog, Proposer shall highlight only those items he proposes to furnish under this contract.
  - Please see Mission Linen Supply Rental catalog and Bulwark/Lapco/Carhartt FR catalogs.



G. State whether or not your facility provides cleaning for arc flash clothing. If so, provide information regarding your cleaning process for arc flash and flame resistant clothing, including how it is kept separate from other clothing during the cleaning process. Be sure to flag those pages in your catalog which provide information on the type of arc flash clothing available. Please note whether you would launder city-owned arc flash clothing.

- Mission Linen Supply does provide cleaning for Arc-Flash "FR" Clothing.
- Our FR process starts with the RSSR separating the soiled uniforms away from standard industrial garments these FR uniforms are bagged and labeled as FR and are processed with a specific FR wash formula based on our FR manufactures recommendations. Injection Wash formula FR/Colored Coats and wash time cycles can be provided any time if requested by the City of Redding.
- Mission Linen Supply will provide cleaning for city-owned Arc-Flash garments.

H. Personnel Resources

a) Responsible Personnel

- Branch General Manager - Dale Hogue (530)243-0465 [dhogue@missionlinen.com](mailto:dhogue@missionlinen.com) (25+ years of industry experience )
- Route Sales Supervisor - Robert Ackley (530)243-0465 [rackley@missionlinen.com](mailto:rackley@missionlinen.com) (10+ years of industry experience)
- Account Representative- Jesse Lewis (530) 243-0465 [jelewis@missionlinen.com](mailto:jelewis@missionlinen.com) (12+ years of industry experience)
- Office Manager- Angela Wipf (530)342-4110 [awipf@missionlinen.com](mailto:awipf@missionlinen.com) (2+ years of industry experience)

b) Provide location of accounts receivable staff.

- Mission Linen Supply accounts receivable staff is located in Chico and Redding, Ca.  
Branch General Manager - Dale Hogue [dhogue@missionlinen.com](mailto:dhogue@missionlinen.com)  
Office Manager- Angela Wipf [awipf@missionlinen.com](mailto:awipf@missionlinen.com)  
Accounts Receivable - Samantha Wolf [swolf@missionlinen.com](mailto:swolf@missionlinen.com)

c) Route Personnel- Route Sales Service Representatives (RSSR) that will Service the Redding Area.

- Larry Duncan; 13+ years industry experience
- Cory Mathews; 7+ years industry experience
- Chris Young; 6+ years industry experience
- Greg Higgins; 24 + years industry experience
- Steven Lovelace; 30+ years industry experience
- Edwin Steffen; 7+ years industry experience



- d) For the Redding area, indicate how many full and part time employees are on the payroll. If additional employees would need to be hired if awarded the City's Contract, indicate how many, and in what capacity.
- Mission Linen Supply in the Redding area currently has ten full-time employees. In the event Mission Linen Supply is awarded the City's contract the Redding branch would not need to hire additional employees.
- e) Describe your employee retention and benefits program.
- Mission Linen Supply in the Redding area has great retention, With an average of 9.5 years between ten full time employees
  - RSSR's health and welfare benefits are through Teamsters Local 137.
  - All other non-exempt full-time employees have HRA benefits through Mission Linen Supply.
- f) Provide a copy of your Injury and Illness Accident Prevention Program (IIPP) Pursuant to Section 3203 of the California Administrative Code.
- See attached copy.

**3) Contract Administration –**

- A. Provide a sample of a completed delivery ticket (from another customer).
- See attached copy
- B. Provide a sample of an invoice, if separate from the delivery ticket (from another customer).
- See attached copy from section 3-A
- C. Submit a sample Monthly statement (from another customer).
- See attached copy
- D. Provide a detailed description of invoicing and accounts receivable process.
- Invoices are generated from our contracted inventory billing percentages, terms, and conditions. Our RSSR's handheld units will create an electronic invoice screen per account location. Once the electronic invoice is approved and signed by our customer contact, an electronic invoice copy is sent to that assigned accounts mobile contact email address for that specific department and location. Once the electronic email has been settled, it will the automatically enter into our accounting system for statement billing. You may access any invoice or statement through our "My Account portal".



- E. Describe how your inventory is tracked from the time it is picked up to the return delivery.
- All uniform/garments are inspected and sorted by our professionally trained RSSR's at time of pickup/delivery (pant, shirt & coverall and FR) garments are sorted into labeled slings for particular item category. Once the slings are weighed and scanned they are washed and partially dried, as the garments are placed on hangers for tunnel finish, each garment is laser scanned by its own unique bar code and counted through Soft Troll Auto Track system, this system automatically ties out by route, individual, day, and account. Once completed the garments are then delivered back to Redding in order of route and stop location.
- F. Explain how the inventory is tracked for the linens and dust control items. Since these are cleaned as soiled, rather than a specific delivery amount each week, please provide a detailed response.
- All allied flat goods mats, towels, mops and linens are sorted and clean counted per locations inventory levels, contracted inventory billing percentages, terms, and conditions. At time of delivery RSSR will enter counted soil into handheld unit for the following weeks service demand for each location.
  - Fire Department Exception: Fire stations linen will be delivered the same quantities entered into the log book by fire station personnel for the prior week's usage. The RSSR would then enter the current usage numbers for the week into the handheld for next week's delivery.
- G. Delivery process:
- a) Describe your typical delivery process.
    - Each RSSR has a set route and delivery schedule. Upon arrival your RSSR will meet with appointed department contacts for delivery, allied item, or uniformed wearer changes. Our RSSR's will then begin with soil pick up and sort he will enter his "soiled" count into his handheld for the next weeks cleaned delivery demand. RSSR will bring in previous weeks uniform and allied products cleaned and processed for delivery to their specified location. Once the delivery is finished the RSSR will meet with appointed department contact and have the electronic invoice approved and signed.
  - b) If Items are cleaned outside of the Redding area, how are they delivered to Redding and how often?
    - All allied items (linens and dust control) clean demand is created from week prior's soiled count. A new weekly cleaned delivery demand is created for current weeks Bulk Load build sheet. Our soiled allied products are cleaned and processed in Chico, Ca. Our uniform/garments are cleaned and processed in Sacramento, Ca. The Redding depot receives cleaned delivery from Chico and Sacramento daily.
  - c) When and who verifies that the correct number of items are being delivered?
    - At time of delivery your RSSR will verify each location is receiving the correct items and quantities based on previous week soiled pick up, contracted inventory levels, terms, and conditions.





- d) Describe the means of communication with the driver while on his/her route.
  - All RSSR's have company issued cellular phones for communication purposes.
- e) Explain how deliveries are handled for holidays.
  - All RSSR's will communicate holiday schedules to customer via "holiday schedule notice". Mission Linen Redding will run one day behind/ahead during the week of a holiday. Our relief RSSR's will cover one day of each route in Holiday make up.
- f) Explain your quality control practices for assuring accurate deliveries.
  - Our inspection program ensures your garments and allied items are always kept in the best possible shape. Our RSSR does inspect each garment or allied item during time of soil pick up. The RSSR will separate flagged/found garments or allied items in need of repair/replacements. The garment or allied products are re inspected at soil sort. The garment or allied item is finally inspected again at final tie-out for delivery. Mission Linen strives to provide the best quality product available in the textile industry. From time to time a "rejected" item may pass through our system undetected. In this case simply set aside the item for the RSSR and we will replace/repair or credit the item as necessary.

#### H. Problem solving process:

- a) Explain how delivery problems are resolved.
  - Mission Linens Redding service team prides itself with same day or within 24 hour problem resolution to any and all delivery problems brought to the attention of Mission Linen and will be handled directly and locally by Dale Hogue (Branch General Manager) or Robert Ackley (Route Supervisor). If any COR location has a service issue they may call the Redding branch directly at 530-243-0465 or email [dhogue@missionlinen.com](mailto:dhogue@missionlinen.com) or [rackley@missionline.com](mailto:rackley@missionline.com). Mission Linen Redding has a 24 hour on call answering service as well.
- b) Indicate the response time for incorrect or shorted deliveries.
  - Depending on the nature of the incorrect/shorted delivery the response time for a delivery call will be same day or within 24 hours from time of notification.
- c) Describe the procedure that would take place to correct the problem, beginning with the notification by a City staff person.
  - Any and all problems brought to the attention of Mission linen will be handled directly and locally by Dale Hogue (Branch General Manager) or Robert Ackley (Route Supervisor). In the event of any problems or service related issues have been identified by COR personnel they may contact the Redding branch directly at 530-243-0465 or email [dhogue@missionlinen.com](mailto:dhogue@missionlinen.com) or [rackley@missionline.com](mailto:rackley@missionline.com). Our local management team will work with each department in regards to service issue/problem and resolution.



- d) Explain how billing problems are resolved.
- Any and all billing problems brought to the attention of Mission Linen will be handled directly and locally by Dale Hogue (Branch General Manager), Robert Ackley (Route Supervisor) or Angela Wipf (Office Manager). In the event of any billing problems have been identified by COR personnel they may contact the Redding branch directly at 530-243-0465 or email [dhogue@missionlinen.com](mailto:dhogue@missionlinen.com), [rackley@missionline.com](mailto:rackley@missionline.com), [awipf@missionlinen.com](mailto:awipf@missionlinen.com). Our local management team will work directly with each department and City of Redding Purchasing department in regards to billing problem and resolution.
- e) Describe your process for escalating problems until a resolution is reached.
- Any and all problems brought to the attention of Mission linen will be handled directly and locally by Dale Hogue (Branch General Manager) or Rob Ackley (Route Supervisor) Robert Ackley. In the event of any problems or service related issues have been identified by COR personnel they may contact the Redding branch directly at 530-243-0465 or email [dhogue@missionlinen.com](mailto:dhogue@missionlinen.com) or [rackley@missionline.com](mailto:rackley@missionline.com). Our local management team will work with each department in regards to service issue/problem and resolution.
  - In the unlikely event our local management team has not satisfied the City of Redding issues you may escalate contact to: 530-342-4110 or email to: (District Manager) Dennis Pieper [dpieper@missionlinen.com](mailto:dpieper@missionlinen.com) (Office Manager) Angela Wipf [awipf@missionlinen.com](mailto:awipf@missionlinen.com). Mission Linen Supply "My Account Portal"
- f) Describe your employee policy for discrepancies.
- RSSR's must report any and all invoice/delivery/billing discrepancies to Dale Hogue (Branch General Manager) or Rob Ackley (Route Supervisor).
- g) How do you handle discrepancies, and what are the ramifications to driver and line personal.
- All discrepancies and ramifications are handled per Mission Linen policies and procedures and in the accordance to the bargaining agreement with Teamsters union local 137.
- 4) **References** – Supply a minimum of (3) or more references in similar scope and size with whom you currently providing uniforms and laundry service. Locations in Shasta County are strongly desired. Use form supplied with this RFP- Attachment D.



In Addition;

- a. List all litigations involving your firm or branch that have occurred in the past (3) three years. Indicate if plaintiff or defendant. If litigation is closed, what was the outcome?
  - None
- b. Provide a list of clients that have terminated or elected not to renew its services with your firm in the last (5) years and provide the reason why.
  - 
  - 
  - 
  -

**5) Insurance**

- Please see attached insurance letter with the verbiage from RFP

**6) Exceptions and deviations to this RFP**

- As the incumbent uniform provider for the City of Redding, Mission Linen has the unique ability to honor the existing 18 month depreciation scale listed as ~~attachment G2~~ <sup>EXHIBIT C</sup>. These additional savings would be in affect for all City of Redding employee garments still in existing service for the prior 18 months and are in good quality. Benefits to this exemption are for existing employees in need of redress, size change, damage replacement or wear/tear replacements at (zero) \$0.00 charge to the City of Redding. All Mission Linen uniforms are date coded and labeled on each garment at time of issue for depreciation scale accuracy.

**CITY OF REDDING  
SPECIFICATIONS FOR  
UNIFORM AND LAUNDRY RENTAL AND CLEANING SERVICES  
RFP SCHEDULE NO. 4961**

**I. INTRODUCTION/GENERAL BACKGROUND**

The City of Redding intends to contract with an established and qualified uniform and laundry rental and cleaning service provider (Contractor) to supply uniforms for approximately 130 designated employees, linens, floor mats, and shop towels to designated City Departments at 34 various locations throughout the City. Employees, products and locations may be added or deleted at the City's option at any time during the contract period.

CONTRACT TERM

Successful Proposer agrees to provide Uniform and Laundry Rental and Cleaning Service, as may be required, for the contract period of May 01, 2018 through April 30, 2021. This agreement may be extended by mutual consent for three (3) additional one (1) year periods.

Upon award of contract, each employee will be measured to ensure garments are properly fitted. Pricing proposed shall not change for any plus size fittings.

At commencement of contract (May 01, 2018) Contractor must provide new and unused uniforms for all employees required to wear a uniform.

AGREEMENT PRICES

Unit prices shall remain firm for the first year of the contract (May 01, 2018 through April 30, 2019). Prices may be changed annually thereafter, in direct proportion to the change in the Consumer Price Index for All Urban Consumers (CPI-U), All items in West – Size Class B/C, not seasonally adjusted, (Series ID: CUURX400SA0), as reported by the Bureau of Labor Statistics of the U.S. Department of Labor. The base index shall be the December 2017 index (149.920). Changes in prices will be no more frequent than every 12 months, if necessary.

EXPERIENCE

Proposer shall have been in the business of uniform and laundry rental and cleaning service continuously for a minimum of the past five (5) years and have experience working with agencies of similar size and scope.

**II. SCOPE OF WORK**

**A. INVENTORY**

INVENTORY QUANTITIES

Inventory quantities are estimates only based on current usage. Successful Proposer agrees to waive any differences, whether more or less, in quantities listed in Attachment B and those actually ordered and shall service on a weekly or bi-weekly basis as requested by the City. Employees may be added or deleted from the uniform service program at any time during the contract term and the number of changes of each garment, linen, or laundry item per week may be increased or decreased. The addition or deletion of employees to rental uniform service shall be authorized by the Purchasing Division, only.

Contractor shall furnish, at no charge, sweeping tools, continuous towel cabinets (if

required), and soiled item containers.

#### LINENS

Soiled linens are to be picked up weekly, or bi-weekly as shown on ~~Attachment A~~ <sup>EXHIBIT B</sup>, and replaced with the same number of clean linens. The Contractor shall maintain a sufficient inventory of all required linen items so as to satisfactorily meet the requirements of the using departments. All towels are to be delivered clean and sterilized, and shall be in perfect condition. There shall be no stains, holes, ragged edges, or tears in any items.

Linen charges (including detail terry towels) are to be "as used". For example, if five bath towels are used, five clean bath towels are delivered, and the City is charged for five bath towels.

~~Note: For purposes of proposal evaluation, when completing Attachment B, the formula calculates 1/2 of the inventory amount x the piece rate to arrive at the weekly total.~~

#### DUST CONTROL ITEMS

Dust control items (shop towels, mops, and mats) shall be picked up weekly or bi-weekly as shown on ~~Attachment A~~ <sup>EXHIBIT B</sup>, and replaced with the same number of clean items. The Contractor shall maintain a sufficient inventory of all required dust control items so as to satisfactorily meet the requirements of the using departments. Contractor shall not exceed the stated inventory level as shown on ~~Attachment B~~ <sup>EXHIBIT B</sup>, unless the Purchasing Division requests a change to the inventory level.

Dust control item charges are to be at 50% of inventory amount. For example, if the inventory is 100 shop towels, the City is billed a flat rate for 50 shop towels per week, whether or not 50 are soiled.

~~Note: For purposes of proposal evaluation, when completing Attachment B, the formula calculates the inventory amount x the flat rate to arrive at the weekly total.~~

#### UNIFORMS

Contractor shall provide an inventory of eleven (11) uniforms for each employee (unless otherwise indicated on ~~Attachment B~~ <sup>EXHIBIT B</sup>). This will allow for five (5) changes per week; one (1) to be worn, five (5) dirty and in for laundering, five (5) clean and available at the work site. In all cases, employees will receive back the same number of uniforms as were deposited for cleaning.

Each employee will be allowed to select any combination of short or long sleeve shirts and pants. Coveralls or lab coats are also required. Please note that all coveralls are long sleeve.

Uniform charges are to be billed at 50% of inventory amount. For example, if the inventory is 11, the City is billed for 5.5 uniforms per week. If the inventory is 3, the City is billed for 1.5 uniforms per week.

~~Note: For purposes of proposal evaluation, when completing Attachment B, the formula calculates 1/2 of the inventory amount x the piece rate to arrive at the weekly total.~~

#### UNIFORM MEASUREMENTS



Measurements or fitting of uniforms are the Contractor's responsibility. Contractor shall measure or fit employees for uniform, within five (5) working days from date of request, in such a manner that a reasonably good fit is assured. The measurement and fitting of employees shall be coordinated with the Division Supervisor. Complete sets of uniforms shall be provided no later than ten (10) working days from date of measurement. An additional ten (10) working days may be allowed for unusual sizes. If the Contractor delivers improperly fitted uniform garments, he will be required to make satisfactory adjustments within five (5) working days. The City will not be charged for any size change as a result of the initial fitting not being correct.

Each garment shall be adequately marked with employee name to assure ready identification of employee's uniform. Additionally, the date the uniform is first provided shall be noted on the uniform label. This date is important should the City become responsible for depreciated replacement costs, (see *Product Replacement/Deficiencies and Depreciated Cost*, Section II. B.). The Contractor shall promptly measure and outfit with new garments any eligible City employee added to the rental uniform service, per the schedule outlined above. Likewise, Contractor shall provide replacement uniforms when an employee's size changes at no additional cost to the City, and per the above schedule.

#### UNIFORM QUALITY

All uniforms initially provided shall be new and unused. All garments shall be cleaned and delivered in a completely sanitary condition in strict accordance with local, county, and state public health laws and regulations.

Contractor is further required to maintain uniforms provided in a presentable and fully usable condition (i.e. clean and neat, wrinkle free, with a complete set of matching buttons, and neatly repaired tears). It is preferred the uniforms be delivered free of scent, however, if there is a scent, it must be pleasant.

All garments must meet a City standard of acceptable appearance. Acceptability of appearance shall be determined by the applicable Division Supervisor. The City will not accept improperly sized, wrinkled, dirty, permanently stained or otherwise unacceptable uniforms. When uniforms fall below the standard of acceptable appearance, they shall be repaired, or replaced with new items, as applicable.

Included in the prices bid, are repair of minor tears, replacement of buttons, replacement of zippers, etc. All damage to uniforms that is the result of normal wear and tear by employees assigned to strenuous physical activities, or by those who work with heavy equipment, shall be repaired or replaced by the Contractor at no additional cost to the City. Damaged uniforms, if repairable, shall be repaired within one (1) week. Contractor shall supply replacements within one (1) week if repairs are not made.

#### UNIFORM CHANGEOVER

Uniforms provided shall be replaced when they fall below minimum acceptable appearance standards; or, if requested by the City, replaced when they have been used in the field for 18 months. Replacement shall be new and of appropriate size. City reserves the right to determine level of appearance standards. Uniform changeovers shall be scheduled upon request by the City and shall be provided at no additional cost to the City.

There shall be no change to the type, style, make or model of the items furnished during the contract term without prior written approval of the Purchasing Division, only.

UNIFORM PATCHES

The Contractor shall furnish and maintain, as part of his rental service, embroidered name patches for uniform garments, as requested by the Division Supervisor. The name patches shall be 1-5/8" x 3-5/8" with script lettering. The Contractor shall affix the patches to the shirts, lab coats, and coveralls. Please note that not all City Divisions require name patches, and a few employees require American flag patches. Patches provided by the Contractor shall meet the approval of the Division Supervisor as to quality and accuracy.

There shall be no additional preparation charges for emblems and name emblems upon initial set-up.

UNIFORM COLOR, BLEND AND STYLE

Shirts and lab coats shall be manufactured of 65% polyester and 35% cotton, with a minimum weight of seven (7) ounces per square yard, and made of wrinkle resistant fabric, Reed Mfg., or City approved equal. Shirts may be short sleeve and/or long sleeve, as requested by the City.

Pants shall be manufactured of 65% polyester and 35% cotton, and shall have a zipper fly, 2" wide belt loops, and no cuffs, Reedflex Softouch Twill, or City approved equal. Coveralls shall be manufactured of 100% cotton, 8.25 oz. Twill; or 65% polyester and 35% cotton, 7.5 oz. Twill. Some employees may require 100% cotton pants and shirts due to electrical work hazards. Those are specifically noted in the proposal document. Proposers shall provide catalog, and specify garments to be supplied, with their proposal.

A choice of colors shall be provided at no cost differential.

All uniforms provided shall meet or exceed federal, state, and local flammability and toxicity standards.

FLAME RESISTANT AND ARC FLASH CLOTHING

Contractor shall carry NFPA 70E HRC categories 1 and 2 arc flash protective clothing.

- a) Contractor shall carry various brands of arc flash protective clothing (e.g. Carhartt, Bulwark, and Lapco, or City approved equal)
- b) Contractor shall carry various styles of arc flash protective clothing (e.g. long sleeve shirts, pull over shirts, button up shirts, jean pants and cargo pants)
- c) Contractor shall have the ability to service this type of clothing

**B. PRODUCT REPLACEMENTS / DEFICIENCIES AND DEPRECIATED COST**

Deficiencies shall be corrected within 24 hours after notification. Deficiencies may include but not be limited to; incorrect size, wrong deliveries, incomplete returns, unrepaired, wrinkled or dirty items. The City reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the time periods established in this bid.

Should the Contractor discover that garments have been lost, stolen, or damaged beyond repair from other than normal wear and tear while in the City's possession, the Contractor shall notify the Division Supervisor (or his designated City representative) and the Purchasing Division in writing within five (5) working days of discovery. Notification must be by letter or email to the Purchasing Division. Notation on an invoice or delivery ticket is not considered sufficient notification. Notification by the Contractor exceeding

five (5) working days, or not by letter or email, may not be considered.

The City will make every effort to locate the missing garments within five (5) working days after receipt of written notification. If unable to locate the uniforms, the City will be responsible for depreciated replacement costs, as outlined in Attachment C. Garment depreciation shall commence from date of issue, but shall not exceed 18 months. The City shall not be responsible for payment of lost garments used more than 18 months. Replacement costs for garments and the monthly percentage depreciation allowance credit shall be as indicated on Attachment C. The depreciated value of the garment shall be the difference between the stipulated replacement charge and the total depreciation allowance credit as of the date of loss or damage (total depreciation allowance credit = monthly percentage credit x number of months the article has been in service).

For non-garment items, charges for lost, stolen, or damaged items will not be considered, unless negligence on the part of the City can clearly be demonstrated to the Purchasing Division. Notification requirements are as outlined above.

**C. DELIVERY**

Delivery and pick-up shall be made weekly, (or bi-weekly as outlined in Attachment A) at the delivery points specified herein, on the same day(s) of each week and all items delivered on those days. Deliveries shall be made between the hours of 8:00 a.m. and 3:30 p.m. on a regular business day, unless other arrangements have been made with the Division Supervisor.

It will be the responsibility of the Contractor to develop the delivery schedule, and provide such schedule to the Purchasing Division upon commencement of contract. The site-specific Division Supervisor will designate a City representative who will have the responsibility of working with the Contractor to resolve problems. Delivery locations may be changed at any time at the City's discretion.

Employees will receive back the same number of items, in the same styles and sizes (including name patches, if applicable), as were picked up for cleaning. Upon delivery, the driver may be required to count incoming and/or outgoing garments in the presence of a City employee.

Uniforms picked-up and delivered shall be itemized by employee name. Each employee's sets shall be hung on hangers, shirt over trouser, or shirt and trouser hung separately on hangers. These hangers shall be secured together and labeled by laundry marks sequentially. Empty hangers shall be picked up by the route driver from a collection rack supplied by the Contractor. All soiled garments, linens, and dust control items shall be picked up at the same time.

**D. INVOICING**

Each location shall be invoiced separately. Invoices shall be emailed to the location's representative within 24-hours of delivery. The City will pay from a monthly statement, which shall be provide for each location or one (1) monthly statement with separate line items by location. The statement shall be emailed directly to the Purchasing contact listed on the purchase order. City's minimum acceptable payment terms are net 30.

At the time of delivery and pick-up, the Division Supervisor or his designated City representative shall sign and receive a copy of the delivery ticket, either by email or

hardcopy, for that location. The delivery ticket, at a minimum, must list the delivery location, quantity of items delivered and picked-up, description (including employee name), unit price, extension, and total for that delivery. It shall be the Contractor's responsibility to keep track of picked-up and delivered items.

Proposer shall submit, at time of submitting proposal, one sample (from another customer) of a completed delivery ticket, one sample of an invoice (if separate from delivery ticket), and one sample (from another customer) of a monthly statement, indicative of what would be used for the City's account.

Proposer shall provide, at time of submitting proposal, a detailed description of invoicing and accounts receivable processes.

Charges for uniforms that have been acknowledged by the City to be lost, stolen, or damaged beyond repair from other than normal wear and tear while in the City's possession, shall be itemized on a separate delivery ticket and include the employee name, and the Division Supervisor's signature.

Contractor shall be paid for uniforms provided while in the possession of the City, including periods of employee short term sick leave, holiday and vacation time. In the event an employee permanently leaves the City, Contractor shall be paid only for rental and cleaning up to the date of uniform return. The City may remove and reinstate employees from the inventory at no cost to the City, to accommodate for long term illness, vacation, leave of absence, etc. City shall not be charged for employee uniforms removed from inventory for long term absences.

#### UP CHARGES

No start-up costs, set-up or measuring fees, preparation charges, minimums, disposal or environmental fees, conversion costs, minor repair or replacement expenses will be allowed. No cost differential will be allowed for petite, long, small, extra large, extra-extra large, or triple x sizes. No cost differential will be allowed for different colors.

#### *E.* ADDITIONAL ITEMS

The City may desire to rent additional items not specifically listed (i.e. tablecloths, napkins, etc.). Upon mutual agreement of unit costs, Contractor shall provide items not specifically listed in accordance with all specifications, terms and conditions contained herein. Invoices for such items shall be included in the monthly statement.

#### *F.* CONTRACTOR PERSONNEL

An inside sales representative and/or route supervisor, as well as accounts receivable staff, familiar with the City's account shall be available during normal business hours to answer questions, take orders, and resolve problems.

A primary and back-up driver shall be designated to service the City's accounts. Drivers should be helpful and courteous.

The Contractor warrants that all persons employed have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work. All Contractor employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn at all times while on City property.

**G. SAMPLES**

Vendors requested to participate in the Oral Presentation portion of this RFP will first be requested to provide the following sample items.

- a) Pants - Flat front, 65% Poly/ 35% Cotton (Navy)
- b) Shirt - 65% Poly/ 35% Cotton, Short Sleeve
- c) Coveralls - 65% Poly/ 35% Cotton
- d) Jumbo Bath Towel
- e) Shop Towel

These samples shall be provided within two business days of the request, at no cost to the City. Samples provided shall be representative of items to be supplied.

Each sample and swatch shall be clearly identified with the Proposer's name. Samples will be returned to the unsuccessful Contractors after award of contract; selected Contractor's samples may be retained by the City for the duration of the contract as control items.

**H. INVENTORY SPREADSHEET**

The Contractor and the City shall work cooperatively to update the inventory list (~~Attachment B~~) with each inventory quantity change and/or employee change. All changes to the inventory list will be emailed from the Purchasing Division to the Contractor. **No other changes to the inventory shall be allowed, unless authorized by the Purchasing Division.**

**I. INSURANCE REQUIREMENTS**

~~Contractor will hold City harmless from any claims for damages of any kind whatsoever by any person occasioned by Contractor personnel's activities. Current insurance certificates, per the attached insurance requirements will be required throughout the contract period. Proposer must also submit with the bid proposal, a letter from the proposer's insurance carrier indicating that the insurance company has read the insurance requirements stated herein, and will be able to provide the certificate and endorsement for the coverage required.~~

**J. OPTIONAL 'PIGGYBACK' PROVISION**

Proposers are requested to indicate in the Cover Letter if they will extend the pricing terms and conditions of this proposal to other government agencies, if the supplier is the successful Bidder. If the successful Bidder agrees to this provision, participating agencies may enter into a contract with the successful Bidder for the purchase of the same commodities based on the terms, conditions, and prices offered by the successful supplier to the City of Redding for this proposal. The City of Redding will have no financial or contractual obligation in connection with any transactions with other public agencies. Minor changes in terms and conditions may be negotiated by participating agencies and the successful supplier. This offer shall be made available to participating agencies for up to one year following the award of this contract by the City of Redding to the successful supplier. Acceptance or refusal of this provision will not be considered in evaluation of this proposal.

**K. TERMINATION OF CONTRACT**

Upon termination or other expiration of the contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible,



as may facilitate the orderly, non-disrupted business continuation of each party.

**FOR CAUSE**

In the event the Contractor fails to meet the performance requirements of the contract, as determined solely by the City, the City may terminate the contract without penalty and be relieved of any further consideration to the Contractor. Notice of such termination shall be in writing and shall take effect ten (10) calendar days after mailing such notice. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

**FOR CONVENIENCE**

City may terminate the contract resulting from this bid at any time, and without cause, upon thirty (30) calendar days' written notice.

**III. PROPOSAL SUBMITTALS**

- A. Proposal Submission - To be considered, all Proposals must be submitted in the manner set forth in this RFP. It is the Responder's responsibility to ensure that its/their Proposal arrives on or before the specified time.
- B. All interested and qualified Responders are invited to submit a Proposal for consideration. **Proposer shall provide one (1) original and five (5) copies of the proposal. Proposer shall provide one (1) fee proposal in a separate sealed envelope. Pricing shall not be mentioned anywhere in the proposal.**
- C. Submission of a Proposal indicates that the Responder has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addenda (as applicable) and agrees that all requirements of this RFP have been satisfied.
- D. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- E. Proposals must be complete in all respects as required in this Section. A Proposal may not be considered if it is conditional or incomplete.
- F. Proposals must be received at the designated location and no later than the date and time specified in the RFP cover letter. All Proposals and materials submitted become the property of the City.

**IV. PROPOSAL FORMAT**

The proposal shall include the following information in the order listed below:

- 1. **Cover/Transmittal Letter** - Letter is to be signed, **in ink**, by a member of the organization having the authority to negotiate and execute contracts on behalf of the firm. Cover letter

must acknowledge receipt of any and all addenda, by number, if any were issued (if in doubt, visit Purchasing's website at [www.CityofRedding.org/PurchasingBids](http://www.CityofRedding.org/PurchasingBids) or contact Amber Edenburn, Senior Buyer, at (530) 225-4135 or [aedenburn@cityofredding.org](mailto:aedenburn@cityofredding.org).)

## 2. Contractor Qualifications, Experience and Resources -

- A. How long has your business been operating in Shasta County under the current name?
- B. Are you a stand-alone firm or a division of a larger firm? If a division, please provide a list of the other locations or divisions/services your firm provides.
- C. A description of the firm's experience in performing the work described in this RFP.
- D. Provide the location of the cleaning facility and the geographical area this cleaning facility serves. If outside the Redding area, indicate location of nearest facility in which "extra" inventory and delivery trucks are maintained, and provide a summarized list of the inventory maintained at this facility.
- E. Describe how you ensure compliance at your cleaning facility with hazardous waste regulations.
- F. Provide catalog and/or descriptive literature, labeled with Proposer's name, with full illustrations and detailed specifications for each item on ~~Attachment B~~ <sup>EXHIBIT B</sup>. If submitting a full-line catalog, Proposer shall highlight/flag only those items he proposes to furnish under this contract.
- G. State whether or not your facility provides cleaning of arc flash clothing. If so, provide information regarding your cleaning process for arc flash and flame resistant clothing, including how it is kept separate from other clothing during the cleaning process. Be sure to flag those pages in your catalog which provide information on the type of arc flash clothing available. The City currently owns FR jackets and sweatshirts that are washed on an as-needed basis. Please note whether you would launder city-owned arc-flash clothing..
- H. Personnel Resources
  - a) Responsible Personnel - List the Territory Manager, Route Supervisor, Accounts Receivable staff, and other key staff who will be directly involved in this Contract. Include a concise statement of qualifications and experience of each person. An organizational chart of key personnel, phone numbers, and email addresses for each should be included. The City anticipates that the selected Proposer will take great care in the designation of a lead individual as coordinator of the service for the City.
  - b) Provide location of accounts receivable staff.
  - c) Route Personnel - List personnel employed by the contractor in the Redding area qualified to service the City's delivery locations. Include name, number of years employed in this capacity by your company, dispatched from what location, geographical service area for this employee, and, from

the client reference list, indicate which clients are serviced by this employee. Include how many drivers would be assigned to the city's account, including how the locations would be assigned.

- d) For the Redding area, indicate how many full and part time employees are on the payroll. If additional employees would need to be hired if awarded the City's contract, indicate how many, and in what capacity.
- e) Describe your employee retention and benefits program.
- f) Provide one (1) copy, on disk or USB drive, of your Injury and Illness Accident Prevention Program (IIPP) pursuant to California Code of Regulations, Title 8, Section 3203.

### 3. Contract Administration -

- A. Provide a sample of a completed delivery ticket (from another customer).
- B. Provide a sample of an invoice, if separate from the delivery ticket (from another customer).
- C. Submit a sample of a monthly statement (from another customer).
- D. Provide a detailed description of invoicing and accounts receivable processes.
- E. Describe how your inventory is tracked from the time it is picked up to the return delivery.
- F. Explain how the inventory is tracked for linens and dust control items. Since these are cleaned as soiled, rather than a specific delivery amount each week, please provide a detailed response.
- G. Delivery processes:
  - a) Describe your typical delivery process.
  - b) If items are cleaned outside the Redding area, how are they delivered to Redding and how often?
  - c) When and who verifies that the correct number of items are being delivered?
  - d) Describe the means of communication with the driver while on his route.
  - e) Explain how deliveries are handled for holidays.
  - f) Explain your quality control practices for assuring accurate deliveries.
- H. Problem solving processes:
  - a) Explain how delivery problems are resolved.
  - b) Indicate the response time for incorrect or shorted deliveries.
  - c) Describe the procedure that would take place to correct the problem, beginning with the notification by a City staff person.
  - d) Explain how billing problems are resolved.
  - e) Describe your process for escalating problems until a resolution is reached.
  - f) Describe your employee policy for discrepancies.
  - g) How do you handle discrepancies, and what are the ramifications to the

driver and line personnel.

4. **References** - Supply a minimum of three (3) or more references in similar scope and size with whom you are currently providing uniforms and laundry service. Locations in Shasta County are strongly desired. Use form supplied with this RFP - Attachment D.

In addition:

- a) List all litigations involving your firm or branch that have occurred in the past three (3) years. Indicate if plaintiff or defendant. If litigation is closed, what was the outcome?
  - b) Provide a list of clients that have terminated or elected not to renew its services with your firm in the last five (5) years and provide the reasons why.
5. ~~**Insurance** - Provide a letter from the proposer's insurance carrier indicating that the insurance company has read the insurance requirements stated in the attached *Insurance Requirements for City of Redding Contractors* and will be able to provide the certificate and endorsement for the coverage required. A copy of proposer's insurance policy will not satisfy this requirement.~~
6. **Exceptions and deviations to this RFP.** You must provide a section entitled "Exceptions" in which you either state your firm has no exceptions or deviations from the RFP, or in which you state your exceptions and deviations (regardless if the information is presented elsewhere in the proposal).

## V. PROPOSAL SUBMITTALS

Pages in the proposal shall be typed and double sided with the maximum number of pages of proposal information (excepting cover sheet, index sheet, blank pages, and table of contents) to be limited to forty (40) pages. Only the specifically requested information shall be submitted. Promotional or other unsolicited material may not be submitted. If a consultant recognizes a more efficient method of accomplishing a specific task or item, the consultant's fee shall reflect the City's requested work and the cost increase/savings for the more efficient method shall be noted separately.

The Proposer shall submit One (1) original, unbound proposal and five (5) copies in a sealed box or envelope clearly marked with the Company's name and the description "**UNIFORM AND LAUNDRY RENTAL AND CLEANING SERVICES, Schedule No. 4961.**" The proposals shall be received at the City Clerk's office by the time and at the location noted on the cover sheet of this RFP.

**One (1) set of the Proposer's fee schedule (Attachments B and C) for the services required in this proposal shall be submitted along with the copies of the proposal, in a separate sealed envelope with the same notation as the proposals.**

Vendors **MUST** obtain an electronic (Microsoft Excel™) spreadsheet (with formulas built in) from the Purchasing Division prior to submitting a Proposal. Please note that the awarded Vendor will be requested to provide an electronic copy of this spreadsheet.

**Note:** Bid prices shall include all labor, materials, equipment, licenses, disposal or environmental fees, insurance, transportation, overhead and profit, fuel surcharges, and applicable tax.

It is further agreed that the materials to be furnished under this proposal will be delivered f.o.b. City

of Redding, Redding, California, with supplier paying any and all shipping or delivery costs.

Proposals received incomplete or late for any reason may not be reviewed. The City has the right to waive minor irregularities in any proposal received.

## **VI. EVALUATION FACTORS**

### PHASE 1 EVALUATION:

1. Contractor Qualifications, Experience, and Resources  
Experience, qualifications, and resources of the Contractor in providing uniform and laundry services.
2. Contract Administration
  - Invoicing capabilities
  - Inventory tracking process
  - Delivery process
  - Inventory and invoice dispute resolution processes
3. Completeness of Proposal  
Compliance with proposal submittal requirements, including overall quality, clarity and concise presentation. It will be presumed that the quality assurance standards employed in the preparation and delivery of the proposal is reflective of the Contractor's overall quality assurance standards to be used in performance of the contract.
4. References  
The ability of the proposer to perform the required duties and/or provide the materials and services. The capacity of the proposer to perform or provide the service promptly, within the time specified, and without delay or interference; other relevant information given by the references.
5. Cost - Price shall include any and all expenses by Proposer. This includes, but is not limited to; name tags, fittings, preparation charges (i.e., sewing patches on garments, repair), laundering, etc.

### PHASE 2 EVALUATION:

6. Oral Presentation by short list of top respondents, at the City's sole discretion.

## **VII. EVALUATION CRITERIA AND AWARD OF CONTRACT**

Proposals submitted will be subject to the City's selection procedures for technical and/or professional consultants. Accordingly, final selection will be based upon overall capability to perform services, and not exclusively upon cost of services.



All proposals received by the submittal deadline will be evaluated in two phases by an evaluation team comprised of representatives from various City divisions, based on the selection criteria described herein, and its associated point value. Respondents receiving the highest total point value for Phase 1 may be invited to interview and provide a presentation to the evaluation team.

The highest ranked respondent will be awarded the contract in a manner consistent with the City purchasing ordinance.

A selection panel will evaluate proposals that satisfactorily meet the evaluation criteria. These proposals will be evaluated in the following areas:

Scoring Component		% of
1.	Contractor Qualifications, Experience and Resources	20%
2.	Contract Administration	20%
3.	Completeness of Proposal Format	10%
4.	References	10%
5.	Cost	30%
6.	Oral Presentation	10%
Total possible score		100%

#### **PROPOSED RFP SCHEDULE**

Notice of RFP	Monday, February 05, 2018
Deadline for Submitting Questions by 5:00 p.m.	Tuesday, February 20, 2018
Submission due to City by 3:00 p.m.	Wednesday, March 7, 2018
Phase 1 Evaluation Completed	Friday, March 16, 2018
Selected Vendors to Provide Samples	Tuesday, March 20, 2018
Phase 2 Oral Interview	Tuesday, March 27, 2018
Notification to all Respondents of Contract Award	Monday, April 2, 2018
Contract Commences	Monday, April 30, 2018

\*Note: The City anticipates providing notice to the successful proposer to allow sufficient time to acquire inventory, and have all deliveries in place the week of April 30, 2018. The successful proposer shall work cooperatively with the City, and our current service provider, to determine a delivery schedule for that week, that will be agreeable to all parties.

Due to constant employee movement the awarded vendor will receive a finalized inventory spreadsheet which may differ than the spreadsheet in this RFP.

**QUESTIONS / CITY OF REDDING CONTACTS**

If a potential proposer received this solicitation document through some means other than from the City of Redding (including from the City of Redding Internet web site), it is the responsibility of the potential proposer to advise the assigned City of Redding Purchasing contact of its intention to submit a proposal so that any addenda or other correspondence related to this solicitation will be sent to the potential proposer. When contacting the Purchasing Division, the proposer should provide the solicitation number located on the cover page of this document. Transmittal of this information must be in writing, by U.S. Mail, fax, or e-mail. Transmittal of this information via telephone is not acceptable.

Any questions regarding this RFP shall be submitted in writing to Amber Edenburn, Senior Buyer, via email at [aedenburn@cityofredding.org](mailto:aedenburn@cityofredding.org). The cut-off date and time for receiving questions regarding this RFP is noted on the cover notice. At the City's sole discretion, if any response provided is deemed material to understanding this project the City will issue a formal addendum to all known interested parties.

Before submitting the proposal, Proposer shall acknowledge the Addendum No. of each Addendum received on their cover letter. Failure to acknowledge any addenda issued may cause the proposal to be considered non-responsive. Proposer may contact the Purchasing Division to confirm the number of addenda (if any), that have been sent. Alternately, addenda are posted to the Purchasing Division's website at [www.CityofRedding.org/PurchasingBids](http://www.CityofRedding.org/PurchasingBids), and it is the responsibility of the potential proposer to assure he/she has copies of each addendum.

**VIII. ATTACHMENTS**

- A. Delivery Locations
- B. Inventory
- C. Depreciation Schedules:
  - C1. Products
  - C2. Garments
- D. References
- E. City of Redding Holidays - 2018
- F. Proposal General Conditions
- G. Insurance Requirements

**CITY OF REDDING, CALIFORNIA**

**REQUEST FOR PROPOSALS  
GENERAL CONDITIONS**

**1. PUBLIC INFORMATION**

All submitted proposals and information included therein or attached thereto shall become public record upon their delivery to the City. Proposals may be reviewed by outside interested parties after all proposals received for a particular project have been reviewed and the intended awardee has been selected.

By submission of a proposal, Consultant understands and agrees that the City of Redding is subject to the California Public Records Act (Cal. Gov. Code section 62500 et seq.), and that all or part of the proposal submitted by Consultant may be subject to disclosure therein regardless of whether the proposal or part thereof is marked as proprietary. The City reserves sole discretion to determine whether disclosure is necessary under State law, and Consultant hereby releases City from all liability relating to such disclosure. City shall have no obligation to litigate the issue of disclosure under the Act on behalf of Consultant.

**2. RFP ADDENDA**

The City of Redding reserves the right to amend, alter, or revoke this RFP in any manner at any time. At the City's sole discretion, modifications, clarifications, or additions will be distributed as an addendum to all known proposers. It is the responsibility of all interested parties to verify the existence of addenda (check Purchasing's website at [www.cityofredding.org/PurchasingBids](http://www.cityofredding.org/PurchasingBids) or call/ email the stated City contact).

**3. PROPOSAL PREPARATION COSTS**

All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the vendor.

**4. PROPOSALS**

All proposals will be firm for a period of ninety (90) calendar days following the required date of submission unless an alternate time frame is stated in the Request for Proposal.

**5. WITHDRAWAL OF PROPOSAL**

Any proposer may withdraw their proposal, either personally or by written request at any time prior to the scheduled closing time for the receipt of proposals. Such requests are to be directed to the City Clerk

**6. SELECTION PROCEDURES**

Proposals submitted will be subject to the City's selection procedures for technical and/or professional consultants. Accordingly, final selection will be based upon overall capability to perform services and not exclusively upon cost of services.

The City may make any investigation it deems necessary to determine the ability of a Proposer to carry out the obligations indicated in the Request for Proposal and the submitted Proposal. At the City's sole discretion, the Proposer shall furnish to the City all information and data for this purpose if materials submitted by, or investigation of, any Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the stated obligations.

**7. RIGHT TO REJECT PROPOSALS**

The City reserves the right to reject any and all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any combination of items.

**8. CITY OF REDDING BUSINESS LICENSE**

Any individual or firm chosen for an award as the result of the City's Request for Proposal process must have a current City of Redding Business License on file with the office of the City Clerk prior to the release of the award.

The selected firm shall execute an agreement with the City within ten (10) working days after notification of selection, unless the time for execution has been extended for good cause at the sole discretion of the City. Failure of the selected firm to meet contract submission requirements (e.g. insurance) or failure to timely execute an agreement with the City may result, in the sole discretion of the City, a decision to select from the remaining proposers or to call for new proposals.

## PIGGYBACK PRICING

Location	Billing Code <i>xxxx = size</i>	Invoice Discription	Rate Per Unit	Long Description
<b>Facilities Management</b>	3404 xxxx	Shr-Blu/Wht Ps-Gm-SS	\$ 0.40	Shirt. 65% Polyester / 35% Cotton blend. Blue/white stripe. Short sleeve
<b>1958 Placer Street</b>	3049 xxxx	Shr-Spgm-Cotdura-Ss	\$ 0.40	Button shirt. 100% cotton. 2 pocket. Short sleeve. Spruce Green
<b>Redding</b>	3033 xxxx	Sh-Sc40-Cot-Navy-SS	\$ 0.40	Button shirt. 100% cotton. 2 pocket. Short sleeve. Navy Blue
<b>95500</b>	3074 xxxx	Sh-SS Men Cotton-GG	\$ 0.40	Button shirt. 100% cotton. 2 pocket. Short sleeve. Grey
<b>Weekly Delivery</b>	1213 xxxx	Sh-Pm-K500P-PK-R-Blu	\$ 0.32	Performance Knit Polo 65/35. Collar. 3 button. One pocket
	3584 xxxx	Sht-SS-Wrang Den	\$ 0.40	Button shirt. 100% cotton. 2 pocket. Short sleeve.
	3094 xxxx	Shr-Spgm-Cotdura-LS	\$ 0.40	Button shirt. 100% cotton. 2 pocket. Long sleeve. Spruce Green
	3103 xxxx	Sh-Sc40-Cot-Navy-LS	\$ 0.40	Button shirt. 100% cotton. 2 pocket. Long sleeve. Navy Blue
	3068 xxxx	Sh-LS Men Cotton-GG	\$ 0.40	Button shirt. 100% cotton. 2 pocket. Long sleeve. Grey
<b>Fleet Management</b>	3499 xxxx	SH-SS-Crew-Bk/Char	\$ 0.32	Mechanics Style Shirt. 65% Polyester / 35% Cotton blend. 2 pocket. Short sleeve
<b>1654 Court St.</b>	2132 xxxx	Pant-Ind-CH-Durakap	\$ 0.33	Mechanics Style Pant. 65% Polyester / 35% Cotton blend. 2 front and rear pockets.
<b>Redding</b>	12240000	Towel-Shop-Dyed	\$ 0.05	Towel - Shop. 100% cotton. Minimum size 16 x 16
<b>94000</b>	86990305	Mat-Comfort-Flow-BLK	\$ 2.25	Mat 3 x 5 Gripper. Nitrate Rubber. Vented for air flow.
<b>Weekly Delivery</b>	86940305	Mat-Kleen-Scrape-3X5	\$ 1.00	Mat 3 x 5 Scraper. Nitrate Rubber. Raised Pattern.
	76080310	Mat-NY/RB Ox Gry-3X10	\$ 3.00	Mat 3 x 10 Walk Off. Heavy Traffic. Rubber back.
	81215407	SCX-Disp-2125ML-BLK	\$ -	Soap Dispenser
	81215526	Soy IND Handcleaner Ea	\$ 15.75	Soap - Soy Walnut Shell
<b>Public Health Lab</b>	1758 xxxx	Ct-Lab Pop-W/Nkit Cf	\$ 0.68	Lab Coat. 80% Polyester / 20% Cotton blend. 3 pockets. Knit cuffs. SNAP closure
<b>2615 Breslauer Way</b>	41340000	Towel-Bath-Jumbo	\$ 0.19	Towel - Bath. 100% cotton. Minimum size 22 X 44
<b>Redding</b>				
<b>41100</b>				
<b>Weekly Delivery</b>				
<b>Shasta County Corporation Yard -</b>	2319 xxxx	SH-SS-HIVIS-Ripstop	\$ 0.40	HiVis shirt. ANSI-rated Class 2. 65% Polyester / 35% Cotton blend. Short Sleeve.
<b>Roads</b>	2330 xxxx	SH-LS-Ripstop Yel/Gr	\$ 0.40	HiVis shirt. ANSI-rated Class 2. 65% Polyester / 35% Cotton blend. Long Sleeve.
<b>4363 Eastside Rd</b>	87399023	Mop-Wet-Tube-MF-BL-L	\$ 0.75	Mop - Wet. Antimicrobial
<b>Redding</b>	7062xx00	Dust Mop-xx-Untreate	\$ 0.70	Mop - Dust. Electrostatic
<b>30100</b>	80121100	Towel-Roll-White-LRG	\$ 5.00	Continuous Roll Towel
<b>Weekly Delivery</b>	85050000	Roll Towel Cab-Black	\$ -	Continuous Towel Dispenser
	12240000	Towel-Shop-Dyed	\$ 0.05	Towel - Shop. 100% cotton. Minimum size 16 x 16
	86990305	Mat-Comfort-Flow-BLK	\$ 2.25	Mat 3 x 5 Gripper. Nitrate Rubber. Vented for air flow.
	76080310	Mat-Ny/Rb Ox Gry-3X10	\$ 3.00	Mat 3 x 10 Walk Off. Heavy Traffic. Rubber back.
	83300000	Fmatic-Air Frsh-Disp	\$ 1.75	Air Freshener Dispenser



Shasta County Corporation Yard -  
Shop  
4413 Eastside Rd  
Redding  
30100  
Weekly Delivery

3803 xxxx	SHT-SS-65/35-Crew-BK	\$	0.32	Button shirt. 65% Polyester / 35% Cotton blend. 2 pocket. Short sleeve
3802 xxxx	SHT-LS-65/35-Crew-BK	\$	0.32	Button shirt. 65% Polyester / 35% Cotton blend. Two pocket. Long sleeve. (winter)
2707 xxxx	Pant Pre-washed Jean	\$	0.40	100% Cotton Classic Work Jean. 13.75 oz
2021 xxxx	PT-RedKap Pant	\$	0.40	Lightweight twill ripstop pant. 70 poly/28 cotton/2 spandex
3094 xxxx	Shr-Spgm-Cotdura-Ss	\$	0.40	Button shirt. 100% cotton. 2 pocket. Short sleeve. Spruce Green
3103 xxxx	Sh-Sc40-Cot-Navy-Ss	\$	0.40	Button shirt. 100% cotton. 2 pocket. Short sleeve. Navy Blue
3068 xxxx	Sh-SS Men Cotton-GG	\$	0.40	Button shirt. 100% cotton. 2 pocket. Short sleeve. Grey
80121100	Towel-Roll-White-LRG	\$	5.00	Continuous Roll Towel
85050000	Roll Towel Cab-Black	\$	-	Continuous Towel Dispenser
12240000	Towel-Shop-Dyed	\$	0.05	Towel - Shop. 100% cotton. Minimum size 16 x 16
12940000	Cover-Fender-Auto	\$	0.75	Fender Seat Cover 36 x 60
87399023	Mop-Wet-Tube-MF-BL-L	\$	0.75	Mop - Wet. Antimicrobial
7062 xx00	Dust Mop-xx-Untreat	\$	0.70	Mop - Dust. Electrostatic
86990305	Mat-Comfort-Flow-BLK	\$	2.25	Mat 3 x 5 Gripper. Nitrate Rubber. Vented for air flow.
86940305	Mat-Kleen-Scrape-3X5	\$	1.00	Mat 3 x 5 Scraper. Nitrate Rubber. Raised Pattern.
41340000	Towel-Bath Jumbo	\$	0.19	Towel - Bath. 100% cotton. Minimum size 22 X 44
83300000	Fmatic-Air Frsh-Disp	\$	1.75	Air Freshener Dispenser

Shasta County Fire  
875 Cypress Ave  
Redding  
00391  
Weekly Delivery

1812 xxxx	Coverall-Navy-Cot	\$	0.80	Coverall. 100% Cotton. Two chest pockets. Two front and two back bottom pockets. Snap closure. Name only
12240000	Towel-Shop-Dyed	\$	0.05	Towel - Shop. 100% cotton. Minimum size 16 x 16
86990305	Mat-Comfort-Flow-BLK	\$	2.25	Mat 3 x 5 Gripper. Nitrate Rubber. Vented for air flow.
80121100	Towel-Roll-White-LRG	\$	5.00	Continuous Roll Towel
85050000	Roll Towel Cab-Black	\$	-	Continuous Towel Dispenser
76080304	Mat-Ny/Rb Ox Gry 3X4	\$	1.50	Mat 3 x 4 Walk Off. Heavy Traffic. Rubber back
76080406	Mat-Ny/Rb Ox Gry 4X6	\$	2.25	Mat 4 x 6 Walk Off. Heavy Traffic. Rubber back

Sheriff/Coroner's Office  
4555 Veterans Ln  
Redding  
28700  
Weekly Delivery

9180 9900	Top-Scrub-Medline	\$	0.45	Scrub Top. 65% Polyester / 35% Cotton blend. Two pockets.
9179 9900	Pant-Scrub -Medline	\$	0.45	Scrub Bottom. 65% Polyester / 35% Cotton blend. Drawstring Waist. Rear Pocket
76080310	Mat-NY/RB Ox Gry-3X10	\$	3.00	Mat 3 x 10 Walk Off. Heavy Traffic. Rubber back.
76100305	Mat-Kex-Antig-fatigu	\$	2.25	Mat 3 x 5 Anti-fatigue
86940305	Mat-Kleen-Scrape-3X5	\$	1.00	Mat 3 x 5 Scraper. Nitrate Rubber. Raised Pattern.
40766615	Sheet-Sngl-DC-66X115	\$	0.30	Sheet - Single. 50% Cotton/50% Polyester
44320000	Laundry Bag PVC-LG	\$	-	Laundry Bag
44300000	Lndry BG-BIO-HAZ-YLW	\$	-	Biohazard Soil Bag(s)
41340000	Towel-Bath-Jumbo	\$	0.19	Towel - Bath. 100% cotton. Minimum size 22 X 44
11281619	Towel-Barmop-blstr	\$	0.14	Towel - Bar. 100% cotton. Minimum size 16 X 19

SHASCOM	7062xx00	Dust Mop-xx-Untreat	\$	0.70	Mop - Dust. Electrostatic
3101 South St	11421836	Towel-Dish	\$	0.10	Towel - Dish. 100% cotton. Minimum size 18 X 36
Redding	40766615	Sheet-Sngl-DC-66X115	\$	0.30	Sheet - Single. 50% Cotton/50% Polyester
00928	76100305	Mat-Kex-Antig-fatigu	\$	2.25	Mat 3 x 5 Anti-fatigue
Bi-Weekly	86940305	Mat-Kleen-Scrape-3X5	\$	1.00	Mat 3 x 5 Scraper. Nitrate Rubber. Raised Pattern.
	76080310	Mat-NY/RB Ox Gry-3X10	\$	3.00	Mat 3 x 10 Walk Off. Heavy Traffic. Rubber back.
	44320000	Laundry Bag PVC-LG	\$	-	Laundry Bag
	40304234	Slip-P-42X36	\$	0.14	Pillowcase - Standard. 50% Cotton/50% Polyester

**LAUNDERING OF COUNTY OWNED GARMENTS AS SOILED:**

Agriculture/Weights & Measures	97220000	SHIRTS COG	\$	0.40	County Owned SHIRTS
3179 Bechelli Lane, Suite 210	97240000	Coverall COG	\$	0.80	County Owned Coverall
Redding					
28000					

County Of Shasta Request for Proposal Schedule No. 8-21							
Attachment 1							
Garment Depreciation Schedule							
Age of Garment		Used 1-3 Months	Used 4-6 Months	Used 7-9 Months	Used 10-12 Months	Used 13-15 Months	Used 16-18 Months
Description	Cost of New Garment	90% of Cost	70% of Cost	50% of Cost	30% of Cost	20% of Cost	10% of Cost
Button Shirt 65/35 2 PKT LS	\$10.00	\$9.00	\$7.00	\$5.00	\$3.00	\$2.00	\$1.00
Button Shirt 65/35 2 PKT SS	\$10.00	\$9.00	\$7.00	\$5.00	\$3.00	\$2.00	\$1.00
Polo K500P Royal BI	\$12.00	\$10.80	\$8.40	\$6.00	\$3.60	\$2.40	\$1.20
Denim Wrangler SD20BL	\$14.00	\$12.60	\$9.80	\$7.00	\$4.20	\$2.80	\$1.40
Mechanic Shirt 2 PKT 65/35 LS	\$14.00	\$12.60	\$9.80	\$7.00	\$4.20	\$2.80	\$1.40
Mechanic Shirt 2 PKT 65/35 SS	\$14.00	\$12.60	\$9.80	\$7.00	\$4.20	\$2.80	\$1.40
Mechanic Style Pant 65/35	\$12.00	\$10.80	\$8.40	\$6.00	\$3.60	\$2.40	\$1.20
Jean Pant PD54	\$20.00	\$18.00	\$14.00	\$10.00	\$6.00	\$4.00	\$2.00
100% Cott Button Shirt 2 PKT LS	\$14.00	\$12.60	\$9.80	\$7.00	\$4.20	\$2.80	\$1.40
100% Cott Button Shirt 2 PKT SS	\$14.00	\$12.60	\$9.80	\$7.00	\$4.20	\$2.80	\$1.40
Hi Vis "ANSI 2" 65/35 SS/LS	\$27.00	\$24.30	\$18.90	\$13.50	\$8.10	\$5.40	\$2.70
Standard Coverall Cotton	\$30.00	\$27.00	\$21.00	\$15.00	\$9.00	\$6.00	\$3.00
Lab Coat 80/20 Knit Cuff/Snap	\$22.00	\$19.80	\$15.40	\$11.00	\$6.60	\$4.40	\$2.20
Unisex Scrub Top 65/35 2 PKT	\$8.00	\$7.20	\$5.60	\$4.00	\$2.40	\$1.60	\$0.80
Unisex Scrub Bottom 65/35 Drawsting	\$8.00	\$7.20	\$5.60	\$4.00	\$2.40	\$1.60	\$0.80
Product Depreciation Schedule							
Age of Product		Used 1-3 Months	Used 4-6 Months	Used 7-9 Months	Used 10-12 Months	Used 13-15 Months	Used 16-18 Months
Description	Cost of New Product	90% of Cost	70% of Cost	50% of Cost	50% of Cost	50% of Cost	50% of Cost
Mat Ny/Rb 3'X4'	\$32.00	\$28.80	\$22.40	\$16.00	\$16.00	\$16.00	\$16.00
Mat Ny/Rb 4'X6'	\$47.00	\$42.30	\$32.90	\$23.50	\$23.50	\$23.50	\$23.50
Mat Ny/Rb 3'X10'	\$62.00	\$55.80	\$43.40	\$31.00	\$31.00	\$31.00	\$31.00
Mat 3'X5' Antifatigue	\$40.00	\$36.00	\$28.00	\$20.00	\$20.00	\$20.00	\$20.00
Mat 3'X5' Flow Through	\$45.00	\$40.50	\$31.50	\$22.50	\$22.50	\$22.50	\$22.50
Mat 3'X5' Scraper	\$40.00	\$36.00	\$28.00	\$20.00	\$20.00	\$20.00	\$20.00
Mop - Wet	\$12.00	\$10.80	\$8.40	\$6.00	\$6.00	\$6.00	\$6.00
Mop - Dust	\$12.00	\$10.80	\$8.40	\$6.00	\$6.00	\$6.00	\$6.00
Fender Cover	\$8.00	\$7.20	\$5.60	\$4.00	\$4.00	\$4.00	\$4.00
Towel - Blue Shop	\$0.32	\$0.29	\$0.22	\$0.16	\$0.16	\$0.16	\$0.16
Towel - White Bar	\$0.40	\$0.36	\$0.28	\$0.20	\$0.20	\$0.20	\$0.20
Towel - Dish	\$0.68	\$0.61	\$0.48	\$0.34	\$0.34	\$0.34	\$0.34
Single Sheet	\$11.00	\$9.90	\$7.70	\$5.50	\$5.50	\$5.50	\$5.50
Pillow Slip	\$6.00	\$5.40	\$4.20	\$3.00	\$3.00	\$3.00	\$3.00
Bath Mat	\$9.00	\$8.10	\$6.30	\$4.50	\$4.50	\$4.50	\$4.50
Towel - Jumbo Bath	\$8.00	\$7.20	\$5.60	\$4.00	\$4.00	\$4.00	\$4.00
Towel - Face/Hand	\$2.65	\$2.39	\$1.86	\$1.33	\$1.33	\$1.33	\$1.33
Towel White CRT	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Soil Container	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Bio Hazzard Bag	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Laundry Bag	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Soap Dispenser	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Air Fresh Dispenser	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Towel - CRT Dispenser	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - General Government-5.

**SUBJECT:**

Renewal Agreement with Redding Record Searchlight to provide advertising to various County Departments.

**DEPARTMENT:** Support Services-Purchasing

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Angela Davis, Director of Support Services

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign an agreement with Redding Record Searchlight with no maximum compensation to provide advertising to various County Departments for the period August 1, 2018 through July 31, 2019.

**SUMMARY**

N/A

**DISCUSSION**

County Departments use the Redding Record Searchlight to issue various publications including: recruitment ads, public notices, public hearing notices, and other necessary communications to the public. The renewal agreement includes paper ad line rates, as well as a variety of online and mobile advertising options, which allows Departments to choose from the various options the type of advertisement best suited to their needs and extend to a broader audience. The non-standard agreement does not state a contract maximum; however, the rates detailed in the agreement are based upon an estimated contract usage of \$80,000 over the term of the agreement.

The County uses other publications when appropriate; however, no other local publication has the coverage necessary for many of the required County public notices or advertisements.

**ALTERNATIVES**

The Board may choose to not approve the agreement. This is not recommended as no other local publication can provide the variety of advertising options or coverage that the Redding Record Searchlight can provide. The Board may request additional information from staff.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

There is no additional General Fund impact from this agreement. The funds involved in this agreement are included in the FY 2018-19 budgets for the various Departments who will be utilizing the agreement.

**ATTACHMENTS:**

Description	Upload Date	Description
Record Searchlight Agreement - 2018-19 - Novus	7/9/2018	Record Searchlight Agreement - 2018-19 - Novus





&gt; Rate Agreement

This agreement, by and between The County of Shasta, a political subdivision of the State of California (Advertiser)  
located at 1450 Court Street, Redding, CA 96001  
and Redding Record Searchlight (Publisher) located at 1101 Twin View Blvd., Redding, CA 96003 shall be effective  
08/01/2018 and continue through 07/31/2019.

Publisher hereby agrees to publish advertising for Advertiser in Publisher's products based on orders from Advertiser for the products listed in Appendix A. The planned spending by the Advertiser on products and services during the Agreement period is estimated to be \$ 80,000.00.

I have read and agree to the Advertising Terms and Conditions incorporated in this agreement. The person signing this agreement for Advertiser warrants that he/she personally, or as the Advertiser's agent, has authority from the Advertiser to order advertising services and bind the Advertiser to pay for advertising published hereunder.

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL

I give my authorization to use of fax or email.

Adam M. Prossman  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY: James Johnson  
Risk Management Analyst

# REDDING RECORD SEARCHLIGHT

Manager Lynette Young for Paula Goudreau Date 07/03/18  
Publisher \_\_\_\_\_ Date \_\_\_\_\_

## OFFICE USE

Client Billing Account Number: group accounts  
Sales Representative Name: Steve Lanning  
Sales Representative Number: R3102

## ADVERTISER

Client name: County of Shasta

Signature \_\_\_\_\_ Date \_\_\_\_\_

Les Baugh  
Print Name

Chairman, County of Shasta  
Title State of California

Email: \_\_\_\_\_

Phone Number: 530-225-5515

Fax: 530-225-5345

Website: www.co.shasta.ca.us

## TERMS AND CONDITIONS

1. All terms and conditions are contained herein. Publisher will not be bound by any understanding or promise not herein stated.
2. Publisher reserves the right to amend these terms and conditions upon thirty (30) days written notice. If the revisions are not acceptable, Advertiser may terminate this Agreement.
3. Publisher may terminate this agreement without notice if Advertiser becomes insolvent, makes an assignment for benefit of creditors, is adjudged bankrupt or a receiver of the property is appointed, or submits copy for Advertisement that is deemed unacceptable in any way.
4. Advertiser warrants that it is the rightful owner of all intellectual property rights to the content submitted with the Advertisement, or that, in the alternative, that it has received the proper clearance from the rightful owner of the content. Advertiser agrees that all content complies with all federal and state regulations and that no content is threatening, libelous or obscene. Advertiser will indemnify Publisher against any and all liability, loss or expense from claims for libel, unfair competition, infringements of trademarks, copyrights, and other proprietary right, violations of rights of privacy, rights of publicity and other claims arising from publication of Advertisements hereunder.
5. If because of war, fire, civil commotion, labor strikes, freight embargoes, hurricanes, or other acts of God, either party to this agreement is unable to perform then the party unable to perform its agreement shall thereby be excused from such performance during the continuation of such inability except to the extent that the manually acceptable performance is possible.
6. Every effort will be made to afford position requested for Advertisement. Failure to comply with position request will not result in a make-good or refund of payment. Publisher will not be liable for any error in Advertisement published unless proof of such Advertisement is submitted to the Advertiser and returned to this office with such error correction plainly noted in writing thereon. Liability for any error so noted but not corrected by the newspaper shall not exceed the charge for the space actually occupied by the item in which the error is made. No adjustments made beyond 30 days after publication. Advertising is subject to approval, revision, or rejection by the Publisher.
7. Publisher will not be responsible for more than one incorrect insertion unless it is notified of the inaccuracy prior to the next insertion of the Advertisement. Likewise, Publisher shall be under no liability for failure for any cause to insert an Advertisement.
8. Advertiser may cancel the Digital portion of the agreement for any reason only after 90 days from Agreement inception. Such cancellation shall be in writing and effective 30 days after providing written notice to Publisher. In the event of cancellation prior to the expiration of the agreement, Advertiser shall and hereby agrees to pay Publisher one half (1/2) of the remaining Digital commitment of the Agreement.
9. Payment is due to Publisher within 30 days on all billing statements to Advertisers on account. After 30 days, the account is considered delinquent and further advertising may be suspended until such account is paid in full. Interest charges of 1 1/2% will be applied on delinquent balance.

## Appendix A

**County of Shasta, political subdiv. of CA** Rate Agreement  
COMPANY NAME

**A. Print (Daily, TMC, Weekly, Special Sections and featured categories, locations or publications)**

Product	Freq. (# of insertions)	Type of Advertising	Rate Information
Record Searchlight			see attached print rates
Date			see attached print rates
MVP			see attached print rates

**B. Inserts**

	Description	Product	Qty.	Schedule	Rate
Supplied					
Print & Deliver					
Tab On Notes					

**C. Digital Advertising**

Advertiser agrees that Digital Advertising rates are subject to revision during the term of the Agreement.

Start Date	End Date	Site/Product	Monthly Cost	Total Cost
08/1/18	07/31/18	Display Digital 300x250	\$40.00	\$480.00
		Jobs Page - Redding.com 100% Share		
		@ \$10cpm		
8/1/18	07/31/18	57,500 impressions Mobile 320x50	\$460.00	\$5520
		Redding.com mobile + app @ \$8cpm		
		Target to News Section		
		See digital rate card for all other rates		

**D. Other**

Product	Description	Rate

**Find your ads with a subscription at our special introductory price!**

**[✓] YES! Contact  
me about this offer!**

\*New subscribers only. At the end of the introductory term, your rate may adjust to the standard rate.

Contact Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Shasta County Association Accounts and Record Searchlight Advertising Agreement**

**Appendix A – Rates Associated to \$80,000 Contract**

The above Advertiser agrees to run advertising in the Record Searchlight and its associated publications and websites at the following rates for the time period of August 1, 2018 through July 31, 2019.

**Record Searchlight Print Advertising/ Date Magazine / MVP Wednesday Delivery to Non-Subscribers**

See attached rate spreadsheet for various print publications, rates, frequency discount options, and tab regarding MVP pricing and tab regarding the ad spec sizing. "Shasta County\_Record Searchlight Print Rates.xls"

**Flight discounts apply**

Please note that on the "Shasta County\_Record Searchlight Print Rates.xls" the largest discounts do happen at the frequency level vs the revenue commitment level. With these display rates, the discounts for a dollar volume would apply only to retail display and not include classified jobs or legal ads which are roughly 60% of your contract buy each year. To calculate the discounts see the open rates per publication and then multiple by the day you wish to run for black and white ads, then apply the discount for frequency that matches the number of ads in 7 day period. To calculate color – use the open rate cost per ad x days x 15% and then apply the frequency discount off print and color to arrive at final cost.

**Color Rate:** Color cost is 15% over the Black and White ad cost per ad.

**Employment Liner Ads in the Classifieds**

Monday-Saturday: \$1.97/line; Sunday-liners \$2.16/line. Prices for USA Today Network 30 day postings are attached as "Shasta Co\_USA Today Network Job Ads.doc".

**Classified Online Employment Advertising**

Exclusive 300x250 digital display ad on the Jobs page of Redding.com – 100% share of voice \$40/mo. x 12 months. Mobile banner ad 320x50, 57,500 mobile banners on mobile redding.com targeting the news section. \$460/mo. X 12 months.

**See attached USA Today Job Network rate list – Classified employment liner ads should be companioned with a 30-day USA Today Job Network posting. We can help post your job posting ads, if requested.**

**Legal Advertising**

Display ads: \$10.00/per column inch

Liner ads: \$1.00/per line

Auto pickup to online at [www.legalnotice.org](http://www.legalnotice.org) cost calculated at 11% of the print ad cost.


The above and attached rate sheets, extended by the President of the Record Searchlight to Shasta County, will hold for the term of this contract: August 1, 2018 – July 31, 2019.

  
Dated: 7/3/2018

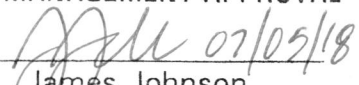
Lynnette Young, Reg. Client Services Mgr.  
Advertising Dept., Record Searchlight for  
Paula Goudreau, Regional VP of Advertising.

Shasta County Representative \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL

  
Adam M. Freeman  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY:  07/05/18  
James Johnson  
Risk Management Analyst



# DIGITAL RATECARD

Run of Network Blended Placements (local.com and USAToday.com) Includes Geo-Targeting	Ad Specs/Sizes	Run of Network	
Cross Platform	300x250 & 320x50	7.00	
Cross Platform	300x250 & 320x50 & 300x600	8.50	
Cross Platform	Pre-roll 920 x 508_1024 x 676	30.00	
Cross Platform (Article Pages Only)	Paramount Desktop/Mobile Web – <a href="#">refer to creative guide on Saba</a>	14.00	
Desktop (All Pages)	ROS Billboard 970x250	30.00	
Desktop (Fronts Only) ** minimum 10k impressions	Paramount High Impact - <a href="#">refer to creative guide on Saba</a>	40.00	
Site Specific Blended Placements (local.com or USAToday.com) Includes Geo-Targeting	Ad Specs/Sizes	Section Targeted	Run of Site
Desktop Blended	300 x 250_300 x 600	12.00	10.00
Mobile Blended	300x250 & 320x50	9.00	7.00
Cross Platform	300 x 250_320 x 50	9.00	7.00
Cross Platform	300 x 250_320 x 50_300 x 600	10.50	8.50
Cross Platform	Pre-roll 920 x 508_1024 x 676	--	30.00
Cross Platform (Article Pages Only)	Paramount – <a href="#">Refer to creative guide on Saba</a>	--	14.00
Local.com Only Blended Placements	Ad Specs/Sizes	Section Targeted	Run of Site
Desktop Blended	300 x 250_728 x 90 ATF/BTF	9.00	7.50
Desktop Blended	300 x 250_300x600 728 x 90 ATF/BTF	10.65	9.00
Desktop Blended	300 x 600_728 x 90 ATF/BTF	11.00	9.50
Cross Platform	300 x 250	10.00	8.00
Cross Platform	300 x 250_320 x 50_ 728 x 90 ATF/BTF	9.00	7.25
Cross Platform	300 x 250_320 x 50_300 x 600_728 x 90 ATF/BTF	10.00	8.25
Site Specific Standard Placements (local.com or USAToday.com) Includes Geo-Targeting	Ad Specs/Sizes	Section Targeted	Run of Site
Desktop LRG Rectangle	300 x 250	10.00	8.00
Desktop Half Page	300 x 600	14.00	12.00
Mobile (m.dot and apps)	300 x 250	10.00	8.00
Mobile (m.dot and apps)	320 x 50	8.00	6.00
ROS Billboard (All Pages)	970x250		30.00
Local.com Only Placements	Ad Specs/Sizes	Section Targeted	ROS
Desktop Leaderboard ATF/BTF	728 x 90	8.00	7.00
Desktop Weather Sponsorship - home page only	100 x 50	3.00*	--
Mobile First Impression Scroller – +freq cap premium	300x250		39.00
High Impact: Local.com or USAToday.com	Rotational CPM	Min. Impressions Per Campaign	
Gravity Desktop (All Pages)	\$40	10,000	
Paramount Desktop (Fronts Only) <a href="#">Creative Guide</a>	\$40	10,000	

Premiums	Rate	Details
Interest/Intent/Age/Gender	\$3.00 CPM	Targeting particular consumer behaviors, shopping intent, demographics
Day Parting	\$1.00 CPM	Targeting based on time of day delivery
Frequency Capping	\$1.00 CPM	Ability to control the number of times your ad is delivered to a visitor within a 24 hour period
Above the Fold (ATF) only	\$1.00 CPM	Position guaranteed above the fold
Rich Media	\$3.00 CPM	Enhanced creative functionality accompanied by robust performance metrics

Audience Extension	Ad Spec	DMA or Geo	DMA/Geo, plus 1 target	Multiple Targets
Leaderboard, Large Rectangle, Half Page	728 x 90, 300x250, 300x600	5.00	7.00	9.00
IAB Billboard*	970 x 250	20.00	25.00	30.00
Native (all screens) - Includes Yahoo Native	Text/image responsive	7.00	9.00	--
Mobile Banner	320 x 50_300 x 250	5.00	7.00	9.00
Custom Whitelist - Desktop (minimum 500 sites)		9.00	--	--
Custom Whitelist - Preroll (minimum 500 sites)	16:9 aspect ratio, 1080p or higher	36.00	--	--
Customer Data/IP - Desktop (minimum 100k records)		10.25	--	--
Customer Data/IP - Preroll (minimum 100k records)	16:9 aspect ratio, 1080p or higher	36.00	--	--
YouTube TrueView	16:9 aspect ratio, 1080p or higher	30.00	40.00	40.00
Pre Roll	16:9 aspect ratio, 1080p or higher	25.00	30.00	36.00

Retargeting	Ad Spec	Site	Search
Leaderboard, Large Rectangle, Half Page	728 x 90, 300x250, 300x600	7.00	7.00
IAB Billboard*	970 x 250	25.00	25.00
Mobile Geo Fencing	320 x 50_300 x 250	8.00	--
Mobile Banner	320 x 50_300 x 250	7.00	7.00
Pre Roll	16:9 aspect ratio, 1080p or higher	25.00	30.00

\*This should be ordered as static execution for scalability reasons.  
\$500 minimum monthly spend for all audience extension products

Branded Content Add Ons	
Content Production	\$750
Infographic	\$750
Organic Social Post	\$100
Quizzes	\$750

Annual Contract and Spend Level Discounts
Annual Spend = \$20,000, 10% Discount
Annual Spend = \$40,000, 12.5% Discount
Annual Spend = \$60,000, 15% Discount
Annual Spend = \$80,000, 17.5% Discount
Annual Spend = \$100,000, 20% Discount
All print and digital display contributes to contract fulfillment.
Discounts apply to all print and digital display. Discounts do not apply to Digital Marketing Services.
Custom contract minimum spend: A metro markets (PHX, DET) \$150,000 minimum, other A markets \$100k, B markets \$80k, C markets \$60k



**USA Today Job Network Solution - August 1, 2018 – July 31, 2019**

**Featured Employer Branding on Website (Annual (Annual Cost)**

Rate \$882

**30-day USA Today Posting (includes 1300 potential to be displayed on partner sites and full access on CareerBuilder.com)**

Only discount available are quantity buy discounts.

1 Job: \$439 ea.

Bundled Purchases by Quantity reduces the per ad costs as follows. These rates are as low as we can possibly offer them:

10-19 Ads: Rate \$319.20 ea

25-49 Ads: Rate \$300 ea

50-99 Ads: Rate \$265 ea

Add on – In order to have each of your jobs be listed as “featured jobs” on our site, it would be an additional \$44 per posting.

Add on – In order to have each of your jobs pushed out to social media sites including Twitter and Facebook, it would be an additional \$110 per posting.

Add on – In order to be able to search through resumes for relevant candidates, it would be an additional \$88 per posting.

Ad Network Option - \$500 per month. By utilizing our Ad network, you can have targeted banner ads delivered to the top 500 sites in your area, which will attract passive job seekers.

## REDDING

### Broadsheet - Record Searchlight, Full-Run Special Section

Modular Size	Ad Cost (B&W)
Double Truck	\$5,416.68
Full Page	\$2,500.00
1/2 Page V	\$1,250.00
1/2 Page H	\$1,250.00
1/4 Page	\$625.00
1/4 Page H	\$625.00
3/16 Page	\$468.75
1/8 Page	\$312.50
1/8 Page H	\$312.50
1/12 Page	\$208.32
1/24 Page	\$104.17

NOTE: Price doesn't include color nor ownlocal.

Premium Positions	Ad Cost (CLR)
Strip Ad - Front Page	\$718.75
Jewel Box - Front Page	\$479.15
Sky Box - Front Page	\$239.60
Ear - Front Page	\$230.00

NOTE: Premium Position pricing includes color and Price does not include Ownlocal.

### Tabloid - Date, Full-Run Special Section

Modular Size	Ad Cost (B&W)
Double Truck	\$2,708.40
Full Page	\$1,250.00
1/2 Page V	\$625.00
1/2 Page H	\$625.00
1/4 Page	\$312.50
1/4 Page H	\$312.50
1/8 Page	\$156.25
1/16 Page	\$78.13

NOTE: Price does not include color or OwnLocal Rates

Premium Positions	Ad Cost (CLR)
Front Page Strip	\$359.38

Premium Position pricing includes color.

### Weekly Discounts

Ads	Discount
1	0%
2	40%
3+	60%

Discounts apply to all ads within a 7-day period (based on the start date of the first insertion of the campaign) and across all products and sizes on this sheet exclusively (not in combination with other products and sizes).

### Quarterly Discounts

Weeks	Discount
4	20%
8	30%
13	40%

Discounts apply to all ads within a 13-week period (based on the start date of the first insertion of the campaign) and across all products and sizes on this sheet exclusively (not in combination with other products and sizes). Weeks do not have to be consecutive (except for 13 wks).

### Spending Discounts

Annual Spend	Discount
\$20,000	10.0%
\$40,000	12.5%
\$60,000	15.0%
\$80,000	17.5%
\$100,000	20.0%

### Color Premium

	Premium
Full Color	15%

### Guaranteed Section/Position

	Premium
Premium	15%

Ownlocal: Your print ad is displayed searchable online via Google.

	Price
All Sizes	\$20/per ad appearance

Pricing does not include OwnLocal charge.

## TMC MVP

### Broadsheet - TMC MVP

Modular Size	Ad Cost (B&W)
Double Truck	\$1,083.34
Full Page	\$500.00
1/2 Page V	\$250.00
1/2 Page H	\$250.00
1/4 Page	\$125.00
1/4 Page H	\$125.00
3/16 Page	\$93.75
1/8 Page	\$62.50
1/8 Page H	\$62.50
1/12 Page	\$41.66
1/24 Page	\$20.83

NOTE: Price doesn't include color nor ownlocal.

Premium Positions	Ad Cost (CLR)
Strip Ad - Front page	\$143.75
Jewel Box - Front page	\$95.83
Sky Bo - Front Page	\$47.92
Ear - Front Page	\$46.00

NOTE: Premium Position pricing includes color and Price does not include Ownlocal.

### Quarterly Discounts

Weeks	Discount
4	20%
8	30%
13	40%

Discounts apply to all ads within a 13-week period (based on the start date of the first insertion of the campaign) and across all products and sizes on this sheet exclusively (not in combination with other products and sizes). Weeks do not have to be consecutive (except for 13 wks).

### Spending Discounts

Annual Spend	Discount
\$20,000	10%
\$40,000	12.5%
\$60,000	15%
\$80,000	17.5%
\$100,000	20%

Applies to all Retail Print & Digital Display pricing

## INTERNAL DOCUMENT ONLY - 11.09.2017

### Color Premium

	Premium
Full Color	15%

### Guaranteed Section/Position

	Premium
Premium	15%

### Ownlocal

	Price
All Sizes	\$20

Pricing does not include OwnLocal charge

## REDDING

### Record Searchlight/TMC MVP

Modular Size Image Size	Dimensions 6x21.25
Double Truck	13x21.25
Full Page	6x21.25
1/2 Page V	3x21.25
1/2 Page H	6x10.57
1/4 Page	3x10.57
1/4 Page H	6x5.23
3/16 Page	3x7.89
1/8 Page	3x5.23
1/8 Page H	6x2.56
1/12 Page	2x5.23
1/24 Page	2x2.56

Premium Positions	Dimensions
Front Page Strip	6x2.56
Section Front Strip	6x2.56
Front Jewel Box	2x5.23
Section Front Jewel Box	2x5.23
Front Sky Box	2x2.56
Section Front Sky Box	2x2.56
Front Ear	2x1.6
Section Front Ear	2x1.6

## INTERNAL DOCUMENT ONLY - 11.09.2017

### Tabloid/ Date Magazine

Modular Size Image Size	Dimensions 4x9.75
Double Truck	9x9.75
Full Page	4x9.75
1/2 Page V	2x9.75
1/2 Page H	4x4.82
1/4 Page	2x4.82
1/4 Page H	4x2.36
1/8 Page	2x2.36
1/16 Page	1x2.36

Premium Positions	Dimensions
Front Page Strip	4x1.13

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Health and Human Services-6.

**SUBJECT:**

Recommendation Supporting Expansion of Replacement Narcotic Therapy Services Provided by Aegis Treatment Centers, LLC

**DEPARTMENT:** Health and Human Services Agency-Adult Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Donnell Ewert, Director, Health and Human Services Agency, (530) 245-6860

**STAFF REPORT APPROVED BY:** Donnell Ewert, Director, Health and Human Services Agency

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Approve and authorize the Health and Human Services Agency, Adult Services Branch Director, acting in his capacity as the Shasta County Alcohol and Drug Program Administrator, to sign the State of California – Health and Human Services Agency, Department of Health Care Services, County Recommendation form, in support of the expansion of Narcotic Replacement Therapy Services provided by Aegis Treatment Centers, LLC in the Redding area.

**SUMMARY**

The planned expansion of the Aegis Treatment Centers, LLC (Aegis) Medication Unit in Redding will combine the administering of daily doses of methadone with those Narcotic Treatment Program (NTP) services not currently available locally, creating a new Comprehensive Facility providing the complete range of NTP services in Redding. The expansion by Aegis of the Medication Unit into a Comprehensive Facility requires Department of Health Care Services (DHCS) approval, which will only be considered if the County makes the recommendation to DHCS.

**DISCUSSION**

On December 12, 2017, the Board of Supervisors approved an agreement with Aegis to provide Narcotic Replacement Therapy Services for Shasta County Medi-Cal beneficiaries at a Medication Unit located in Redding. The local Medication Unit allows individuals to receive daily doses of Methadone six days per week. Unfortunately, Shasta County residents must still travel to Chico for an intake appointment to see the physician. Additionally, Shasta County residents utilizing the medication-only clinic in Redding must travel to Chico once a week for individual counseling, doctor visits, and treatment planning. The expansion of the Medication Unit to a Comprehensive Facility will reduce barriers allowing for the provision of the complete range of NTP services in Redding, including intake, physician services, and counseling services.

The expansion by Aegis of the Medication Unit into a Comprehensive Facility includes building modifications, required approvals from various government agencies, and applying to Department of Health Care Services (DHCS) for NTP status



with increased capacity at the new location. The physical expansion and required government agency approvals are in process and expected to be completed by mid-August. Once these are complete, Aegis will submit an application packet to DHCS requesting NTP status for the Comprehensive Facility in Redding. In order for DHCS to approve Aegis’s application, it must be accompanied by a recommendation of support from the County Drug Program Administrator (Administrator). The County Recommendation form includes certification by the Administrator that (1) there is a need for NTP services in the community, (2) all local ordinances, fire regulations, and local planning agency requirements have been complied with, and (3) he/she recommends Aegis be expanded in licensed capacity.

Upon DHCS approval of Aegis’s application, an amendment to the current agreement will be presented to the Board of Supervisors for approval of the provision of additional services and any potential changes in compensation due to the expansion of services.

**ALTERNATIVES**

The Board could choose not to approve the recommendation.

**OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by County Counsel and the County Administrative Office. On May 2, 2018, the Mental Health, Alcohol and Drug Advisory Board voted to endorse the Comprehensive Facility concept.

**FINANCING**

There is no additional General Fund impact from the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Recommendation Form	7/6/2018	Recommendation Form

**COUNTY RECOMMENDATION**

License Number	Applicant <b>Aegis Treatment Centers, LLC</b>
Site Address	
Patient Capacity <input type="checkbox"/> Initial Application: Proposed Number of Slots: _____ <input type="checkbox"/> Increase/Decrease: Current Number of Slots: _____ +/- (increase/decrease) _____ = (Total) _____	
<p>In accordance with Title 9, California Code of Regulations, a complete protocol must include a statement from the County Drug Program Administrator certifying that:</p> <ol style="list-style-type: none"> <li>1) There is need for the narcotic treatment program services described in the program's protocol in the community in which it is located, and</li> <li>2) All local ordinances, fire regulations, and local planning agency requirements have been complied with.</li> <li>3) I recommend that the program named above be expanded in licensed capacity.</li> </ol> <p>After reviewing the protocol for the proposed program:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> County recommends program initial licensure: New Program, Relocation, Ownership Change or Amendment.</li> <li><input type="checkbox"/> County recommends program license slot increase.</li> <li><input type="checkbox"/> County recommends program license slot decrease.</li> <li><input type="checkbox"/> County recommends temporary exception to two-year history and two treatment failures (2plus2).</li> <li><input type="checkbox"/> County <b>does not</b> recommend program licensure or relocation, license slot increase or decrease, or exception to two-year history and two treatment failures (2plus2). <b>Documentation attached to support the County's recommendation.</b></li> </ul> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>_____ County Drug Program Administrator Signature</p> <p>_____ Printed Name</p> <p>_____ County</p> <p>_____ Address</p> <p>_____ Telephone</p> </div> <div style="width: 35%;"> <p>_____ Date</p> </div> </div> </div>	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Health and Human Services-7.

**SUBJECT:**

Salary resolution which Amends the Shasta County Position Allocation List for HHSA

**DEPARTMENT:** Health and Human Services Agency-Business and Support Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Tracy Tedder, Branch Director, HHSA Business & Support Services, (530) 229-8419

**STAFF REPORT APPROVED BY:** Tracy Tedder, Branch Director, HHSA Business & Support Services

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Adopt a salary resolution, effective July 22, 2018, which amends the Shasta County Position Allocation List as follows: (1) Delete 1.0 Full-Time Equivalent (FTE) Staff Nurse I/II, 1.0 FTE Medical Services Clerk, and 1.0 FTE Community Mental Health Worker in the Mental Health budget; (2) add 1.0 FTE Clinical Psychologist/Mental Health Clinician I/II/III/Staff Nurse I/II and 1.0 FTE Community Health Advocate in the Mental Health budget; (3) delete 1.0 FTE Public Health Nurse I/II in the Public Health budget; (4) add 1.0 FTE Registered Nurse/Public Health Nurse I/II in the Public Health budget; (5) add 1.0 FTE Staff Services Analyst I/II in the Health Services-Health and Human Services Agency (HHSA) budget; (6) delete 1.0 FTE Social Service Program Aide in the In-Home Supportive Services (IHSS)-Public Authority budget; (7) add 1.0 FTE Social Service Aide in the IHSS-Public Authority budget; (8) remove the sunset date September 30, 2018 from 1.0 FTE Community Education Specialist I/II (UPN 3301); and (9) extend the sunset date for 1.0 FTE Community Education Specialist I/II from September 30, 2018 to September 30, 2019 (UPN 3313).

**SUMMARY**

As vacancies become available, the Health and Human Services Agency (HHSA) evaluates duties associated with the positions as well as the needs of HHSA. As part of this evaluation, HHSA has identified six position allocations which require changes to better meet HHSA needs. The total proposed changes do not add any net positions.

**DISCUSSION**

The Health and Human Services Agency (HHSA) has had numerous failed recruitments for a Registered Nurse/Public Health Nurse I/II. The department is requesting to delete the vacant Registered Nurse/Public Nurse I/II and add a Clinical Psychologist/Mental Health Clinician I/II/III/Staff Nurse I/II to help with recruitment difficulties. The HHSA needs a Community Health Advocate for interpreter services. In order to meet the needs for interpreter services, the department is requesting to delete a vacant Community Mental Health Worker and add a Community Health Advocate. Due to an increase in workload in technology and the electronic health record system, the department recommends deleting a vacant Medical Services Clerk and adding a Staff Services Analyst I/II to support technology, the electronic medical records system (Cerner), and Community Behavioral Health. The department recommends deleting a vacant Social Service Program Aide and adding a Social Service Aide for business purposes. The HHSA is requesting that the sunset date for a Community Education Specialist I/II be deleted. The funding for this position has stabilized and it is not a grant-funded position. The Office of Traffic Safety grant has been tentatively approved through 9/30/2019, therefore, the department is requesting an extension of the sunset date for a grant-funded Community Education Specialist I/II to 9/30/2019 to match the funding period.

### **ALTERNATIVES**

The Board could choose not to approve the salary resolution, or approve some but not all of the proposed changes.

### **OTHER AGENCY INVOLVEMENT**

The Support Services Department-Personnel Unit prepared the salary resolution. This recommendation has been reviewed the County Administrative Office.

### **FINANCING**

HHSA's FY 2018-2019 Adopted Budget includes sufficient appropriation authority for the activities described in this salary resolution. No additional County General Funds are requested.

#### **ATTACHMENTS:**

Description	Upload Date	Description
Salary Resolution 07-17-2018	7/5/2018	Salary Resolution 07-17-2018

**SALARY RESOLUTION NO.****A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA  
AMENDING THE SHASTA COUNTY POSITION ALLOCATION LIST**

**BE IT RESOLVED** that effective July 22, 2018, the following amendments are made to the Shasta County Position Allocation List for positions in County service:

<u>Classification Title</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<b>HEALTH SERVICES-HHSA – Cost Center 502</b>							
<u>ADD</u>							
Staff Services Analyst I or	1	1.0		UPEC	425	3208	4095
Staff Services Analyst II				UPEC	455	3714	4740
<b>IHSS - PUBLIC AUTHORITY – Cost Center 851</b>							
<u>DELETE</u>							
Social Service Program Aide	1	1.0	2921	UPEC	383	2614	3336
<u>ADD</u>							
Social Service Aide	1	1.0		UPEC	383	2614	3336
<b>MENTAL HEALTH – Cost Center 410</b>							
<u>DELETE</u>							
Community Mental Health Worker	1	1.0	2896	UPEC	379	2563	3271
Medical Services Clerk	1	1.0	1440	UPEC	358	2314	2953
Staff Nurse I or	1	1.0	2548	PROF	511	4929	6291
Staff Nurse II				PROF	521	5175	6605
<u>ADD</u>							
Clinical Psychologist I or	1	1.0		PROF	531	5434	6936
Clinical Psychologist II or				PROF	551	5991	7647
Clinical Psychologist III or				PROF	571	6605	8431
Mental Hlth Clinician I or				PROF	511	4929	6291
Mental Hlth Clinician II or				PROF	531	5434	6936
Mental Hlth Clinician III or				PROF	551	5991	7647
Staff Nurse I or				PROF	511	4929	6291
Staff Nurse II				PROF	521	5175	6605
Community Health Advocate	1	1.0		UPEC	391	2718	3469



Salary Resolution  
 July 17, 2018  
 Page 2 of 2

<u>Classification Title</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<b><u>PUBLIC HEALTH – Cost Center 411</u></b>							
<b><u>DELETE</u></b>							
Public Hlth Nurse I or	1	1.0	1812	PROF	499	4648	5933
Public Hlth Nurse II				PROF	529	5381	6868
<b><u>ADD</u></b>							
Public Hlth Nurse I or				PROF	499	4648	5933
Public Hlth Nurse II or	1	1.0		PROF	529	5381	6868
Registered Nurse (Public Hlth)				PROF	501	4694	5991
<b><u>FROM</u></b>							
Community Education Special I or	2	2.0	3301 3313	UPEC	472	4035	5151
Community Education Special II (Sunset 9/30/2018)				UPEC	488	4363	5569
<b><u>TO</u></b>							
Community Education Special I or	1	1.0		UPEC	472	4035	5151
Community Education Special II				UPEC	488	4363	5569
Community Education Special I or	1	1.0		UPEC	472	4035	5151
Community Education Special II (Sunset 9/30/2019)				UPEC	488	4363	5569

**DULY PASSED AND ADOPTED** this 17<sup>th</sup> day of July, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:  
 RECUSE:

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

ATTEST:

LAWRENCE G. LEES  
 Clerk of the Board of Supervisors

By \_\_\_\_\_  
 Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Health and Human Services-8.

**SUBJECT:**

Retroactive Amendment with California Department of Health Care Services for the Mental Health Plan

**DEPARTMENT:** Health and Human Services Agency-Office of the Director  
Health and Human Services Agency-Adult Services  
Health and Human Services Agency-Children's Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Donnell Ewert, Director, Health and Human Services Agency, (530) 225-5899

**STAFF REPORT APPROVED BY:** Donnell Ewert, Select Title, Health and Human Services Agency

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Adopt a resolution which: (1) Approves a retroactive revenue amendment (No. 12-89397 A01) with California Department of Health Care Services (DHCS) for the Mental Health Plan (MHP) in Shasta County retroactively changing the end date from June 30, 2018 to June 30, 2017; and (2) delegates signature authority to the Health and Human Services Agency Director, Donnell Ewert, to sign retroactive revenue Agreement Amendment No. 12-89397 A01, and accompanying certification documents, including retroactive, with DHCS for Medi-Cal covered specialty mental health services through the MHP, changing the contract end term to end one year early on June 30, 2017 (originally June 30, 2018), provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**SUMMARY**

N/A

**DISCUSSION**

On April 23, 2013, the Board of Supervisors approved an agreement with the California Department of Health Care Services (DHCS) with an original contract term of July 1, 2013 through June 30, 2018. The Health and Human Services Agency (HHSA) is returning to the Board for approval of an amendment from DHCS to change the end date of this agreement from June 30, 2018 to June 30, 2017. Many of the requirements in the Medicaid Managed Care regulations became effective and applicable on July 1, 2017. In order to avoid overlapping terms with the subsequent agreement DHCS is now retroactively amending Agreement #12-89397 to change the end date to June 30, 2017.

**ALTERNATIVES**

DHCS has indicated that there is no ability for counties to further modify the terms of the agreement. The Board could choose not to approve the recommendations. If the MHP amendment is not approved, it could result in a loss of significant amounts of realignment funding to the County and/or the state administration of the County’s mental health program.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the amendment as to form. Risk Management and County Information Technology have reviewed and approved the amendment. This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Compensation payable to Shasta County by the federal Medicaid funding can be obtained over the five years through expenditure of local general funds and 1991 and 2011 mental health realignment as match. Federal reimbursement is contingent on certified public expenditures made by Shasta County and then claimed through the Medi-Cal billing process. The agreement will allow for the continued pass-through of approximately \$14.1 million in federal Medicaid funds annually to Shasta County. Payment to Shasta County is processed as claims are made for mental health services provided by the HHSA as well as through contractors. A cost reporting/reconciliation process takes place after the close of the fiscal year and any differences between the billed costs and the cost of providing services are paid to or recouped from Shasta County’s Mental Health Fund. Matching funds are provided through a combination of 1991 and 2011 realignment as well as a County General Fund contribution of \$266,778. There is no additional General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
DHCS MHP 2013 Amendment	7/10/2018	DHCS MHP 2013 Amendment
DHCS MHP 2013 Amendment CA Civil Rights Form	7/10/2018	DHCS MHP 2013 Amendment CA Civil Rights Form
DHCS MHP 2013 Amendment CCC-307	7/10/2018	DHCS MHP 2013 Amendment CCC-307
DHCS MHP 2013 Amendment Resolution	7/10/2018	DHCS MHP 2013 Amendment Resolution

STATE OF CALIFORNIA

**STANDARD AGREEMENT AMENDMENT**

STD. 213A\_DHCS (Rev. 03/18)

☒ Check here if additional pages are added: 1 Page(s)

Agreement Number

12-89397

Amendment Number

A01

Registration Number:

## 1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name

(Also known as DHCS, CDHS, DHS or the State)

Department of Health Care Services

Contractor's Name

(Also referred to as Contractor)

Shasta County

2. The term of this Agreement is: May 1, 2013  
through June 30, 2017

3. The maximum amount of this \$ 8,113,337,000

Agreement after this amendment is: Eight Billion, One Hundred Thirteen Million, Three Hundred Thirty-Seven Thousand Dollars.

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is June 30, 2017.

II. Whereas, the Centers for Medicare and Medicaid Services (CMS) promulgated revisions to the managed care regulations applicable to Prepaid Inpatient Health Plans (PIHPs) in the Federal Register, Vol. 81, No. 88, May 6, 2016;

Whereas, Contractor is a PIHP;

Whereas, some of the revised managed care plan regulations applicable to PIHPs became effective July 1, 2017;

Whereas, the CMS requires all PIHPs to enter into a contract, which contains revised managed care regulations applicable to PIHPs, with their respective state Medicaid agency effective July 1, 2017 as a condition of payment of federal financial participation (42 C.F.R. 438.802(a));

(Continued on next page)

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.****CONTRACTOR**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

Shasta County

By(Authorized Signature)



Date Signed (Do not type)

Printed Name and Title of Person Signing

Donnell Ewert, MPH, Health and Human Services Agency Director

Address

P.O. Box 496048  
Redding, CA 96049-6048**STATE OF CALIFORNIA**

Agency Name

Department of Health Care Services

By (Authorized Signature)



Date Signed (Do not type)

Printed Name and Title of Person Signing

Address

1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413,  
Sacramento, CA 95899-7413CALIFORNIA  
Department of General Services  
Use Only☒ Exempt per: **W&I Code §14703**

Whereas, Agreement 17-94616 contains the required revised managed care regulations applicable to PIHPs and is effective as of July 1, 2017;

Whereas, this Agreement is currently effective until June 30, 2018;

Whereas, the parties wish to avoid having a period where this Agreement and Agreement 17-94616 are simultaneously effective;

Therefore, the parties wish to have this Agreement expire effective June 30, 2017.

III. This Agreement is amended to expire effective June 30, 2017.

IV. All other terms and conditions shall remain the same.

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

By:  7/6/18

Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By:  7/6/18

James Johnson  
Risk Management Analyst

**INFORMATION TECHNOLOGY APPROVAL**

By:  7/10/18

Gretchen Allen  
IT Deputy Director

## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  <i>Proposer/Bidder Firm Name (Printed)</i>  Shasta County	<i>Federal ID Number</i>  94-6000535
<i>By (Authorized Signature)</i>   	
<i>Printed Name and Title of Person Signing</i>  Donnell Ewert, MPH, Health and Human Services Agency Director	
<i>Date Executed</i>  	<i>Executed in the County and State of</i>  Shasta, California



**CCC-307****CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <i>Shasta County</i>		<i>Federal ID Number</i> <i>94-6000535</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Donnell Ewert, MPH, Health and Human Services Agency Director</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> <i>Shasta</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
APPROVING AND AUTHORIZING THE AGREEMENT AMENDMENT NO. 12-89397  
A01 BETWEEN THE COUNTY OF SHASTA THROUGH ITS HEALTH AND HUMAN  
SERVICES AGENCY AND CALIFORNIA DEPARTMENT OF HEALTH CARE  
SERVICES FOR MEDI-CAL COVERED SPECIALTY MENTAL HEALTH SERVICES  
THROUGH THE MENTAL HEALTH PLAN IN SHASTA COUNTY**

**WHEREAS**, the Shasta County Board of Supervisors has reviewed and hereby approves the retroactive amendment (No. 12-89397 A01) between the County of Shasta, through its Health and Human Services Agency (HHSA), and the California Department of Health Care Services (DHCS) for the Mental Health Plan (MHP).

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta does hereby delegate signature authority to the Health and Human Services Agency (HHSA) Director, Donnell Ewert, to sign a retroactive revenue Agreement Amendment No. 12-89397 A01, and accompanying certification documents, including retroactive, with DHCS for Medi-Cal covered specialty mental health services through the Mental Health Plan (MHP) in Shasta County, changing the contract end term to end one year early on June 30, 2017 (originally June 30, 2018), provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta does hereby delegate signature authority for amendments and other subsequent related and required documents, including retroactive, to the HHSA Director, Donnell Ewert, that do not result in a functional or substantial change, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.



Resolution No. 2018-\_\_\_\_\_

Page 2

**DULY PASSED AND ADOPTED** this 17th day of July, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

---

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Health and Human Services-9.

**SUBJECT:**

Retroactive Agreement with California Department of Health Care Services for the Mental Health Managed Care Plan, Salary Resolution and Budget Amendment

**DEPARTMENT:** Health and Human Services Agency-Office of the Director  
Health and Human Services Agency-Adult Services  
Health and Human Services Agency-Children's Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Donnell Ewert, Director, Health and Human Services Agency, (530) 225-5899

**STAFF REPORT APPROVED BY:** Donnell Ewert, Director, Health and Human Services Agency

Vote Required?	General Fund Impact?
4/5 Vote	No Additional General Fund Impact

**RECOMMENDATION**

Take the following actions: (1) Adopt a resolution regarding the California Department of Health Care Services (DHCS) Mental Health Plan (MHP) agreement which: (a) approves a retroactive renewal revenue agreement (No. 17-94616) with DHCS for the MHP in Shasta County; (b) delegates signature authority to the HHSA Director, Donnell Ewert, to sign retroactive revenue renewal Agreement No. 17-94616, and accompanying certification documents, including retroactive, with DHCS for Medi-Cal covered specialty mental health services through the MHP for the period July 1, 2017 through June 30, 2022, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; and (c) delegates signature authority for amendments and other subsequent related documents, including retroactive, to the HHSA Director, Donnell Ewert, that do not result in a functional or substantial change, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; (2) adopt a salary resolution, effective July 22, 2018, which amends the Shasta County Position Allocation List as follows: (a) adds 1.0 Full-Time Equivalent (FTE) Clinical Program Coordinator and 1.0 FTE Staff Services Analyst I/II in the Mental Health budget; and (3) approve a budget amendment (4/5 vote required) to increase appropriations by \$197,644 and to increase revenue by \$189,038 in federal and state revenue, with the balance offset by use of Mental Health Restricted State Realignment 1991/2011 fund balance in the amount of \$8,606.

**SUMMARY**

N/A

## **DISCUSSION**

The Department has provided mental health services to Medi-Cal recipients through its Shasta County Mental Health Plan since January 1997. The proposed renewal agreement with the State of California, Department of Health Care Services (DHCS) establishes the Medicaid Managed Care regulations that govern Shasta County's provision of inpatient and outpatient mental health services to Medi-Cal clients. As many of the requirements in the Medicaid Managed Care regulations became effective and applicable on July 1, 2017 DHCS is retroactively aligning the proposed agreement with the July 1, 2017 date. Execution of this agreement is required for the County to receive Medi-Cal reimbursement funds.

Due to the extensive changes and new requirements related to implementation of the Managed Care Final Rule and Parity, including Network Adequacy (the ability of health plan provider networks to deliver the right care, at the right time, without having to travel unreasonably far), timeliness standards, monitoring and reporting, concurrent review and authorization oversight, and provider credentialing, monitoring and reporting requirements, HHSA is requesting two additional position allocations. The Clinical Program Coordinator will oversee the Quality Improvement functions for the Mental Health Plan, including serving as a liaison with stakeholders, including consumers, family members, and community partners. The Staff Services Analyst duties will consist of monitoring and reporting on new requirements implemented due to the Managed Care Final Rule. Both positions will also assist with Presumptive Transfer Short Term Residential Treatment Program (STRTP) site certifications and ongoing monitoring. Federal and State revenue is available for approximately 95% of costs included in the budget amendment due to enhanced funding for federal financial participation and additional state funding for the new regulations. Therefore, a related budget amendment is also requested.

## **ALTERNATIVES**

DHCS has indicated that there is no ability for counties to further modify the terms of the agreement. The Board could choose not to approve some or all of the recommendations. If the MHP agreement is not approved, it could result in a loss of significant amounts of realignment funding to the County and/or the state administration of the County's mental health program. If the delegating signature authority to the HHSA Director is not approved, it may result in a decrease of efficiency in contract maintenance during the five-year term of the agreement. Finally, the Board could choose not to approve the budget amendment and salary resolution, and if so, current HHSA staff would need to absorb the additional work related to the additional agreement requirements.

## **OTHER AGENCY INVOLVEMENT**

The MHP agreement will be discussed at the Shasta County Mental Health, Alcohol and Drug Advisory Board meeting on September 5, 2018. County Counsel has approved the agreement as to form. Risk Management and County Information Technology have reviewed and approved the agreement. The Support Services Department-Personnel Unit prepared the salary resolution. The Auditor-Controller has reviewed the budget amendment. County Counsel and Risk Management will be asked to review and approve the PHC MOU prior to being presented to the CEO for his review and approval. This recommendation has been reviewed by the County Administrative Office.

## **FINANCING**

Compensation payable to Shasta County by the federal Medicaid funding can be obtained over the five years through expenditure of local general funds and 1991 and 2011 mental health realignment as match. Federal reimbursement is contingent on certified public expenditures made by Shasta County and then claimed through the Medi-Cal billing process. The agreement will allow for the continued pass-through of approximately \$14.1 million in federal Medicaid funds annually to Shasta County. Payment to Shasta County is processed as claims are made for mental health services provided by the HHSA as well as through contractors. A cost reporting/reconciliation process takes place after the close of the fiscal year and any differences between the billed costs and the cost of providing services are paid to or recouped from Shasta County's Mental Health Fund. Matching funds are provided through a combination of 1991 and 2011 realignment as well as a County General Fund contribution of \$266,778. There is no additional General Fund impact.

## **ATTACHMENTS:**

Description

Upload Date      Description

DHCS MHP Renewal Agreement	7/10/2018	DHCS MHP Renewal Agreement
DHCS MHP Renewal Exhibit A, B and E	7/6/2018	DHCS MHP Renewal Exhibit A, B and E
DHCS MHP Renewal Exhibit C GTC	7/6/2018	DHCS MHP Renewal Exhibit C GTC
DHCS MHP Renewal Exhibit D (F)	7/6/2018	DHCS MHP Renewal Exhibit D (F)
DHCS MHP Renewal Exhibit F Privacy and Information Security Provisions	7/6/2018	DHCS MHP Renewal Exhibit F Privacy and Information Security Provisions
DHCS MHP Renewal CCC 04-2017	7/6/2018	DHCS MHP Renewal CCC 04-2017
DHCS MHP Renewal - Salary Resolution	7/6/2018	DHCS MHP Renewal - Salary Resolution
DHCS MHP Renewal - Budget Amendment and Memo	7/6/2018	DHCS MHP Renewal - Budget Amendment and Memo
DHCS MHP Renewal - Resolution	7/10/2018	DHCS MHP Renewal - Resolution

# BOARD OF SUPERVISORS REGULAR MEETING - July 17, 2018

STATE OF CALIFORNIA

## STANDARD AGREEMENT

STD 213\_DHCS (Rev. 03/18)

REGISTRATION NUMBER	AGREEMENT NUMBER
	17-94616

- This Agreement is entered into between the State Agency and the Contractor named below:  

STATE AGENCY'S NAME	(Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services	
CONTRACTOR'S NAME	(Also referred to as Contractor)
Shasta County Health and Human Services Agency	
- The term of this Agreement is: July 1, 2017  
through June 30, 2022
- The maximum amount of this Agreement is: \$ 0  
Zero dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope Of Work  
Attachment 1 Organization And Administration  
Attachment 2 Scope Of Services  
Attachment 3 Financial Requirements  
Attachment 4 Management Information Systems  
Attachment 5 Quality Improvement System  
Attachment 6 Utilization Management Program  
Attachment 7 Access And Availability Of Services  
Attachment 8 Provider Network

See Exhibit E, Provision 1 for additional incorporated exhibits.

Approved as to form:  
2 pages RUBIN E. CRUSE, JR.  
6 pages County Counsel  
9 pages *[Signature]* 7/6/18  
6 pages Alan B. Cox  
2 pages Deputy County Counsel  
6 pages RISK MANAGEMENT  
3 pages APPROVAL  
4 pages *[Signature]* 7/6/18  
11 pages James Johnson  
Risk Management Analyst

INFORMATION  
TECHNOLOGY APPROVAL  
*[Signature]* 7/10/18  
Gretchen Allen  
IT Deputy Director

Items shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Shasta County Health and Human Services Agency		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Donnell Ewert, MPH, Director		
ADDRESS P.O. Box 496048 Redding, CA 96049-6048		
<b>STATE OF CALIFORNIA</b>		<input checked="" type="checkbox"/> Exempt per: W&I Code §14703
AGENCY NAME Department of Health Care Services		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413		

**Exhibit A**  
**SCOPE OF WORK**

**1. Service Overview**

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Shasta County within the scope of services defined in this contract.

**2. Service Location**

The services shall be performed at all contracting and participating facilities of the Contractor.

**3. Service Hours**

The services shall be provided on a 24-hour, seven (7) days a week basis.

**4. Project Representatives**

A. The project representatives during the term of this contract will be:

<b>Department of Health Care Services</b> Erika Cristo Telephone: (916) 552-9055 Fax: (916) 440-7620 Email: <a href="mailto:Erika.Cristo@dhcs.ca.gov">Erika.Cristo@dhcs.ca.gov</a>	<b>Shasta</b> Donnell Ewert , MPH, Director Telephone: (530) 225-5899 Fax: (530) 225-5977 Email: <a href="mailto:dewert@co.shasta.ca.us">dewert@co.shasta.ca.us</a>
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B. Direct all inquiries to:

<b>Department of Health Care Services</b> Mental Health Services Division/Program Policy Unit Attention: Dee Taylor 1500 Capitol Avenue, MS 2702 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Telephone: (916) 552-9536 Fax: (916) 440-7620 Email: <a href="mailto:Dee.Taylor@dhcs.ca.gov">Dee.Taylor@dhcs.ca.gov</a>	<b>Shasta County Health and Human Services Agency</b>  Attention: Tracy Tedder P.O. Box 496005, Redding, CA, 96049-6005  Telephone: (530) 229-8419 Fax: (530) 225-5555 Email: <a href="mailto:ttedder@co.shasta.ca.us">ttedder@co.shasta.ca.us</a>
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this contract.



**Exhibit A**  
**SCOPE OF WORK**

**5. General Authority**

This Contract is entered into in accordance with the Welfare and Institutions (Welf. & Inst.) Code § 14680 through §14726. Welf. & Inst. Code § 14712 directs the California Department of Health Care Services (Department) to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state through contracts with mental health plans. The Department and Shasta County Health and Human Services Agency agrees to operate the Mental Health Plan (MHP) for Shasta County. No provision of this contract is intended to obviate or waive any requirements of applicable law or regulation, in particular, the provisions noted above. In the event a provision of this contract is open to varying interpretations, the contract provision shall be interpreted in a manner that is consistent with applicable law and regulation.

**6. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

**7. Services to be Performed**

See Exhibit A, Attachments 1 through 14 for a detailed description of the services to be performed.

**Exhibit A – Attachment 1  
ORGANIZATION AND ADMINISTRATION**

**1. Implementation Plan**

The Contractor shall comply with the provisions of the Contractor's Implementation Plan as approved by the Department, including the administration of beneficiary problem resolution processes. (Cal. Code Regs., tit. 9, §§ 1810.310, 1850.205-1850.208.) The Contractor shall obtain written approval by the Department prior to making any changes to the Implementation Plan as approved by the Department. The Contractor may implement the changes if the Department does not respond in writing within thirty calendar (30) days. (Cal. Code Regs., tit. 9, § 1810.310(c)(5).)

**2. Prohibited Affiliations**

- A. The Contractor shall not knowingly have any prohibited type of relationship with the following:
- 1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
  - 2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
- B. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
- C. The Contractor shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
- 1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

**Exhibit A – Attachment 1  
ORGANIZATION AND ADMINISTRATION**

- 2) A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
  - 3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
  - 4) An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)
  - 5) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
  - 6) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
- D. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. §438.608(c)(1).)

**3. Delegation**

Unless specifically prohibited by this contract or by federal or state law, Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the Department, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor. (42 C.F.R. § 483.230(b)(1).)

**4. Subcontracts**

- A. This provision is a supplement to provision number five (Subcontract Requirements) in Exhibit D(F) which is attached hereto as part of this contract. As allowed by provision five in Exhibit D(F), the Department

**Exhibit A – Attachment 1  
ORGANIZATION AND ADMINISTRATION**

hereby, and until further notice, waives its right to prior approval of subcontracts and approval of existing subcontracts.

- B. No subcontract terminates the legal responsibility of the Contractor to the Department to assure that all activities under this contract are carried out. (42 C.F.R. § 230(b).)
- C. All subcontracts shall be in writing.
- D. All subcontracts for inpatient and residential services shall require that subcontractors maintain necessary licensing and certification or mental health program approval.
- E. Each subcontract shall contain:
  - 1) The activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)
  - 2) The delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)
  - 3) Subcontractor's agreement to submit reports as required by the Contractor and/or the Department.
  - 4) The method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.
  - 5) Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.
  - 6) Requirement that the subcontractor comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)
  - 7) Terms of the subcontract including the beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract.
  - 8) Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies

**Exhibit A – Attachment 1  
ORGANIZATION AND ADMINISTRATION**

permitted by state or federal law when the Department or the Contractor determine that the subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

- 9) The nondiscrimination and compliance provisions of this contract as described in Exhibit E, Section 5, Paragraph C and Section 6, Paragraph C.
- 10) A requirement that the subcontractor make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable available at any time for inspection, examination or copying by the Department, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h).) This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. § 438.230(c)(3)(iv).)
- 11) The Department's inspection shall occur at the subcontractor's place of business, premises or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten years from the close of the state fiscal year in which the subcontract was in effect. Subcontractor's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the Contractor.
- 12) A requirement that the Contractor monitor the subcontractor's compliance with the provisions of the subcontract and this contract and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified.

**Exhibit A – Attachment 1  
ORGANIZATION AND ADMINISTRATION**

- 13) Subcontractor's agreement to hold harmless both the State and beneficiaries in the event the Contractor cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.
- 14) Subcontractor's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract.

**5. Accreditation Status**

- A. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. 438.332(a).)
- B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:
  - 1) Its accreditation status, survey type, and level (as applicable);
  - 2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
  - 3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

**6. Conflict of Interest**

- A. The Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act. (42 C.F.R. § 438.3(f)(2).)
- B. Contractor's officers and employees shall not have a financial interest in this Contract or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)



**Exhibit A – Attachment 1  
ORGANIZATION AND ADMINISTRATION**

- C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; Cal. Code Regs., tit. 2, § 18704; 42 C.F.R. §§ 438.3(f)(2).)
- 1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (Cal. Code Regs, tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)
  - 2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, Cal. Code Regs., tit. 2, § 18707(a); 42 C.F.R. § 438.3(f)(2).)
- D. Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2).)
- 1) Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

**1. Provision of Services**

- A. The Contractor shall provide, or arrange and pay for, the following medically necessary covered Specialty Mental Health Services to beneficiaries, as defined for the purposes of this contract, of Shasta County:
- 1) Mental health services;
  - 2) Medication support services;
  - 3) Day treatment intensive;
  - 4) Day rehabilitation;
  - 5) Crisis intervention;
  - 6) Crisis stabilization;
  - 7) Adult residential treatment services;
  - 8) Crisis residential treatment services;
  - 9) Psychiatric health facility services;
  - 10) Intensive Care Coordination (for beneficiaries under the age of 21);
  - 11) Intensive Home Based Services (for beneficiaries under the age of 21);
  - 12) Therapeutic Behavioral Services (for beneficiaries under the age of 21);
  - 13) Therapeutic Foster Care (for beneficiaries under the age of 21);
  - 14) Psychiatric Inpatient Hospital Services; and,
  - 15) Targeted Case Management.

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

See Exhibit E, Attachment 2, Service Definitions for detailed descriptions of the SMHS listed above.

- B. Services shall be provided, in accordance with the State Plan, to beneficiaries, who meet medical necessity criteria, based on the beneficiary's need for services established by an assessment and documented in the client plan. Services shall be provided in an amount, duration, and scope as specified in the individualized Client Plan for each beneficiary.
- C. The Contractor shall ensure that all medically necessary covered Specialty Mental Health Services are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered Specialty Mental Health Service solely because of diagnosis, type of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in the California Code of Regulations, title 9, sections 1820.205, 1830.205, and 1830.210. (42 C.F.R. § 438.210(a)(2) and (3).)
- D. The Contractor shall make all medically necessary covered Specialty Mental Health Services available in accordance with California Code of Regulations, title 9, sections 1810.345, 1810.350 and 1810.405, and 42 Code of Federal Regulations part 438.210.
- E. The Contractor shall provide second opinions from a network provider, or arrange for the beneficiary to obtain a second opinion outside the network, at no cost to the beneficiary. (42 C.F.R § 438.206(b).) At the request of a beneficiary when the Contractor or its network provider has determined that the beneficiary is not entitled to specialty mental health services due to not meeting the medical necessity criteria, the contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse). (Cal. Code Regs., tit. 9, § 1810.405(e).)
- F. The Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with California Code of Regulations., title. 9, section 1830.225 and 42 Code of Federal Regulations part 438.3(l).

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

- G. In determining whether a service is covered under this contract based on the diagnosis of the beneficiary, the Contractor shall not exclude a beneficiary solely on the ground that the provider making the diagnosis has used the International Classification of Diseases (ICD) diagnosis system rather than the system contained in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association.

**2. Requirements for Day Treatment Intensive and Day Rehabilitation**

- A. The Contractor shall require providers to request payment authorization for day treatment intensive and day rehabilitation services:
- 1) In advance of service delivery when day treatment intensive or day rehabilitation will be provided for more than five days per week.
  - 2) At least every three months for continuation of day treatment intensive.
  - 3) At least every six months for continuation of day rehabilitation.
  - 4) Contractor shall also require providers to request authorization for mental health services, as defined in California Code of Regulations, title 9, section 1810.227, provided concurrently with day treatment intensive or day rehabilitation, excluding services to treat emergency and urgent conditions as defined in California Code of Regulations, title 9, sections 1810.216 and 1810.253. These services shall be authorized with the same frequency as the concurrent day treatment intensive or day rehabilitation services.
- B. The Contractor shall not delegate the payment authorization function to providers. When the Contractor is the day treatment intensive or day rehabilitation provider, the Contractor shall assure that the payment authorization function does not include staff involved in the provision of day treatment intensive, day rehabilitation services, or mental health services provided concurrent to day treatment intensive or day rehabilitation services.
- C. The Contractor shall require that providers of day treatment intensive and day rehabilitation meet the requirements of California Code of

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

Regulations, title 9, sections 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.

- D. The Contractor shall require that providers include, at a minimum, the following day treatment intensive and day rehabilitation service components:
- 1) Community meetings. These meetings shall occur at least once a day to address issues pertaining to the continuity and effectiveness of the therapeutic milieu, and shall actively involve staff and beneficiaries. Relevant discussion items include, but are not limited to: the day's schedule, any current event, individual issues that beneficiaries or staff wish to discuss to elicit support of the group and conflict resolution. Community meetings shall:
    - a) For day treatment intensive, include a staff person whose scope of practice includes psychotherapy.
    - b) For day rehabilitation, include a staff person who is a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; and a registered nurse, psychiatric technician, licensed vocational nurse, or mental health rehabilitation specialist.
  - 2) Therapeutic milieu. This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

- 3) Process groups. These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with his/her problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies to resolve behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.
- 4) Skill-building groups. In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.
- 5) Adjunctive therapies. These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able utilize the modality to develop or enhance skills directed toward achieving beneficiary plan goals. Adjunctive therapies assist the beneficiary in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the beneficiary's needs identified in the client plan.

E. Day treatment intensive shall additionally include:

- 1) Psychotherapy. Psychotherapy means the use of psychological methods within a professional relationship to assist the beneficiary or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal



**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

processes. Psychotherapy shall be provided by licensed, registered, or waived staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.

- 2) Mental Health Crisis Protocol. The Contractor shall ensure that there is an established protocol for responding to beneficiaries experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the beneficiary's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the beneficiary is linked to an outside crisis service.
- 3) Written Weekly Schedule. The Contractor shall ensure that a weekly detailed schedule is available to beneficiaries and as appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.

F. **Staffing Requirements.** Staffing ratios shall be consistent with the requirements in California Code of Regulations, title 9, section 1840.350, for day treatment intensive, and California Code of Regulations section 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.

- 1) Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

- 2) The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.
  - 3) The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.
- G. If a beneficiary is unavoidably absent and does not attend all of the scheduled hours of the day rehabilitation or day treatment intensive program, the Contractor shall ensure that the provider receives Medi-Cal reimbursement only if the beneficiary is present for at least 50 percent of scheduled hours of operation for that day. The Contractor shall require that a separate entry be entered in the beneficiary record documenting the reason for the unavoidable absence and the total time (number of hours and minutes) the beneficiary actually attended the program that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the beneficiary's need for the day rehabilitation or day treatment intensive program and takes appropriate action.
- H. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation standards described in Attachment 9 of this exhibit. The documentation shall include the date(s) of service, signature of the person providing the service (or electronic equivalent), the person's type of professional degree, licensure or job title, date of signature and the total number of minutes/hours the beneficiary actually attended the program. For day treatment intensive these standards include daily progress notes on activities and a weekly clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist, or a registered nurse who is

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

either staff to the day treatment intensive program or the person directing the services.

- I. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult beneficiary, or one contact per month with the legally responsible adult for a beneficiary who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult beneficiaries may decline this service component. The contacts should focus on the role of the support person in supporting the beneficiary's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.
- J. Written Program Description. The Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review the written program description for compliance with this section with prior to the date the provider begins delivering day treatment intensive or day rehabilitation.
- K. Additional higher or more specific standards. The Contractor shall retain the authority to set additional higher or more specific standards than those set forth in this contract, provided the Contractor's standards are consistent with applicable state and federal laws and regulations and do not prevent the delivery of medically necessary day treatment intensive and day rehabilitation.
- L. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:
  - 1) A half day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

- 2) A full-day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available more than four hours per day.
- 3) Although the beneficiary must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the beneficiary.
- 4) The requirement for continuous hours or operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not conduct these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

**3. Therapeutic Behavioral Services**

Therapeutic Behavioral Services (TBS) are supplemental specialty mental health services covered under the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) benefit as defined in California Code of Regulations section 1810.215. TBS are intensive, one-to-one services designed to help beneficiaries and their parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. TBS are available to beneficiaries in accordance with the Department of Mental Health Information Notice 08-38, the TBS Coordination of Care Best Practices Manual, version 2 (October 2010), and the TBS Documentation Manual, version 2 (October 2009).

**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

**1. Provider Compensation**

The Contractor shall ensure that no payment is made to a network provider other than payment the Contractor makes for services covered under this Contract, except when these payments are specifically required to be made by the state in Title XIX of the Act, in 42 Code of Federal Regulations in chapter IV, or when the state agency makes direct payments to network providers for graduate medical education costs approved under the State Plan. (42 C.F.R. § 438.60.)

**2. Payments for Indian Health Care Providers**

- A. Contractor shall make payment to all Indian Health Care Providers (IHCPs) in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 §§ C.F.R. 447.54 and 447.46 including paying 90% of all clean claims from practitioners within 30 days of the date of receipt and paying 99 percent of all clean claims from practitioners within 90 days of the date of receipt. (42 C.F.R. 438.14(b)(2).)
- B. Contractor shall pay an IHCP that is not enrolled as a FQHC, regardless of whether it is a network provider of the Contractor, its applicable encounter rate published annually in the Federal Register by the Indian Health Service or in the absence of a published encounter rate, the amount the IHCP would receive if the services were provided under the State plan's fee-for-service methodology. (42 C.F.R. § 438.14 (c)(2).)

**3. Prohibited Payments**

- A. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. section 1396b(i)(2).)
- B. In accordance with Section 1903(i) of the Social Security Act, the Contractor is prohibited from paying for an item or service:

**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

- 1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
- 2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
- 3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.
- 4) With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

**4. Emergency Admission for Psychiatric Inpatient Hospital Services**

The Contractor shall comply with Cal.Code Regs. Tit. 9 § 1820.225 regarding emergency admission for psychiatric inpatient hospital services regarding authorization and payment for both contract and non-contract hospitals.

**5. Audit Requirements**

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

**6. Cost Reporting**

- A. The Contractor shall submit a fiscal year-end cost report no later than December 31 following the close of each fiscal year unless that date is



**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

extended by the Department, in accordance with the Welf. & Inst. Code § 14705(c), and/or guidelines established by the Department. Data submitted shall be full and complete and the cost report shall be certified by the Contractor's Mental Health Director and one of the following: (1) the Contractor's chief financial officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to, the Contractor's chief financial officer, or (3) the Contractor's auditor-controller, or equivalent. The cost report shall include both Contractor's costs and the cost of its subcontractors, if any. The cost report shall be completed in accordance with instructions contained in the Department's Cost and Financial Reporting System Instruction Manual which can be accessed through the Department's Information Technology Web Services (ITWS) for the applicable year, as well as any instructions that are incorporated by reference thereto; however, to the extent that the Contractor disagrees with such instructions, it may raise that disagreement in writing with the Department at the time the cost report is filed, and shall have the right to appeal such disagreement pursuant to procedures developed under the Welf. & Inst. Code § 14171.

- B. In accordance with Welf. & Inst. Code § 5655 , the Department shall provide technical assistance and consultation to the Contractor regarding the preparation and submission of timely cost reports. If the Contractor does not submit the cost report by the reporting deadline, including any extension period granted by the Department, the Department, in accordance with Welf.& Inst. Code § 14712(e), may withhold payments of additional funds until the cost report that is due has been submitted.
- C. Upon receipt of an amended cost report, which includes reconciled units of service, and a certification statement that has been signed by the Contractor's Mental Health Director and one of the following: 1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county's auditor controller, or equivalent, the Department shall preliminarily settle the cost report. After completing its preliminary settlement, the Department shall so notify the Contractor if additional FFP is due to the Contractor. The Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority. If funds are due to the State, the Department shall invoice the Contractor and the Contractor shall return the overpayment to the Department.

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FINANCIAL REQUIREMENTS**

**7. Recovery of Overpayments**

- A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)
- B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)
- C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. (42 C.F.R. § 438.608(d).)

**8. Physician Incentive Plans**

- A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan (Cal. Code Regs. tit. 9, § 1810.438(h).).
  - 1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 CFR §§ 422.208 and 422.210.
  - 2) The Contractor may operate a Physician Incentive Plan only if no specific payment can be made directly or indirectly under a Physician

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FINANCIAL REQUIREMENTS**

Incentive Plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a beneficiary. (42 C.F.R. § 422.(c)(1).)

- 3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection to individual physicians and conduct annual beneficiary surveys. (42 C.F.R. 422.208(f).)
- 4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid beneficiary upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

**9. Beneficiary Liability for Payment**

- A. The Contractor or an affiliate, vendor, contractor, or subcontractor of the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)
- B. The Contractor or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold beneficiaries liable for debts in the event that the Contractor becomes insolvent; for costs of covered services for which the State does not pay the Contractor; for costs of covered services for which the State or the Contractor does not pay the Contractor's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)

**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

- C. The Contractor shall ensure its subcontractors and providers do not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly (42 C.F.R. § 483.106(c).).

**10. Cost Sharing**

- A. The Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 Code of Federal Regulations part 447.50 through 447.82. (42 C.F.R. § 438.108.)
- B. The Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)

**11. ICD- 10**

- A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) as the clinical tool to make diagnostic determinations.
- B. Once a DSM-5 diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis, in the International Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10).
- C. The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for specialty mental health services to receive reimbursement of Federal Financial Participation (FFP) in accordance with the covered diagnoses for reimbursement of outpatient and inpatient Medi-Cal specialty mental health services listed in Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice 17-004E.
- D. The lists of covered ICD-10 diagnosis codes in MHSUDS Information Notice 17-004E are subject to change and the Department may update them during the term of this contract. Changes to the lists of covered ICD-10 covered diagnoses do not require an amendment to this contract and the Department may implement these changes via Mental Health and Substance Use Disorder Services Information Notices.

**Exhibit A – Attachment 4  
MANAGEMENT INFORMATION SYSTEMS**

**1. Health Information Systems**

- A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).) The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1).)
- B. The Contractor's health information system shall, at a minimum:
  - 1) Collect data on beneficiary and provider characteristics as specified by the Department, and on services furnished to beneficiaries as specified by the Department; (42 C.F.R. § 438.242(b)(2).)
  - 2) Ensure that data received from providers is accurate and complete by:
    - a. Verifying the accuracy and timeliness of reported data, including data from network providers compensated on the basis of capitation payments; (42 C.F.R. § 438.242(b)(3)(i).)
    - b. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii).)
    - c. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii).)
  - 3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4).)

**Exhibit A – Attachment 4  
MANAGEMENT INFORMATION SYSTEMS**

- C. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (Cal. Code Regs., tit. 9, § 1810.376(c).)

**2. Encounter Data**

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

**3. Medi-Cal Eligibility Data System (MEDS) and MEDS Monthly Extract File (MMEF)**

The Contractor shall enter into a Medi-Cal Privacy and Security Agreement (PSA) with the Department prior to obtaining access to MEDS and the MEDS monthly extract file (MMEF). The Contractor agrees to comply with the provisions as specified in the PSA. The County Mental Health Director or his or her authorized designee shall certify annually that Contractor is in compliance with the PSA agreement. Failure to comply with the terms of the agreement will result in the termination of access to MEDS and MMEF. (42 U.S.C. § 1396a(a)(7); 42 CFR § 431.300(a); 42 C.F.R. § 431.306(b); Welf. & Inst. Code § 14100.2(a).)



**Exhibit A – Attachment 5  
QUALITY IMPROVEMENT SYSTEM**

**1. Quality Assessment and Performance Improvement**

- A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to beneficiaries. (42 C.F.R. § 438.330 (a).)
- B. The Contractor's QAPI Program shall improve Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.
- C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary per Cal. Code Regs., tit. 9, § 1810.440(a)(6). (42 C.F.R. § 438.330(e)(2).)
- D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330 (a)(2), (b)(2), (c)(2).)
- E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, beneficiary and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of beneficiary grievances.
- F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)
- G. The Contractor shall implement mechanisms to assess beneficiary/family satisfaction. The Contractor shall assess beneficiary/family satisfaction by:

**Exhibit A – Attachment 5  
QUALITY IMPROVEMENT SYSTEM**

- 1) Surveying beneficiary/family satisfaction with the Contractor's services at least annually;
  - 2) Evaluating beneficiary grievances, appeals and fair hearings at least annually; and
  - 3) Evaluating requests to change persons providing services at least annually.
  - 4) The Contractor shall inform providers of the results of beneficiary/family satisfaction activities.
- H. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.
- I. The Contractor shall implement mechanisms to address meaningful clinical issues affecting beneficiaries system-wide.
- J. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.
- K. Contractor's QAPI Program shall include Performance Improvement Projects as specified in paragraph 5.

**2. Quality Improvement (QI) Work Plan**

1. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:
  - 1) Evidence of the monitoring activities including, but not limited to, review of beneficiary grievances, appeals, expedited appeals, fair hearings, expedited fair hearings, provider appeals, and clinical

**Exhibit A – Attachment 5  
QUALITY IMPROVEMENT SYSTEM**

records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5) and 42 C.F.R. § 438.416(a);

- 2) Evidence that QI activities, including performance improvement projects, have contributed to meaningful improvement in clinical care and beneficiary service;
- 3) A description of completed and in-process QI activities, including performance improvement projects. The description shall include:
  - a. Monitoring efforts for previously identified issues, including tracking issues over time;
  - b. Objectives, scope, and planned QI activities for each year; and,
  - c. Targeted areas of improvement or change in service delivery or program design.
- 4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for the Contractor's 24-hour toll-free telephone number, timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and
- 5) Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.

**3. Quality Improvement (QI) Committee and Program**

- A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its beneficiaries.
- B. The Contractor shall establish a QI Committee to review the quality of specialty mental health services provided to beneficiaries. The QI Committee shall recommend policy decisions; review and evaluate the

**Exhibit A – Attachment 5  
QUALITY IMPROVEMENT SYSTEM**

results of QI activities, including performance improvement projects; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

- C. The QI Program shall be accountable to the Contractor's Director as described in Cal. Code Regs., tit. 9, § 1810.440(a)(1).
- D. Operation of the QI program shall include substantial involvement by a licensed mental health professional. (Cal. Code. Regs., tit. 9, § 1810.440(a)(4).)
- E. The QI Program shall include active participation by the Contractor's practitioners and providers, as well as beneficiaries and family members, in the planning, design and execution of the QI Program, as described in Cal. Code. Regs., tit. 9, § 1810.440(a)(2)(A-C).
- F. QI activities shall include:
  - 1) Collecting and analyzing data to measure against the goals, or prioritized areas of improvement that have been identified;
  - 2) Identifying opportunities for improvement and deciding which opportunities to pursue;
  - 3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;
  - 4) Obtaining input from providers, beneficiaries and family members in identifying barriers to delivery of clinical care and administrative services;
  - 5) Designing and implementing interventions for improving performance;
  - 6) Measuring effectiveness of the interventions;

**Exhibit A – Attachment 5  
QUALITY IMPROVEMENT SYSTEM**

- 7) Incorporating successful interventions into the Contractor's operations as appropriate; and
- 8) Reviewing beneficiary grievances, appeals, expedited appeals, fair hearings, expedited fair hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5).

**4. External Quality Review**

The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

**5. Performance Improvement Projects**

- A. The Contractor shall conduct a minimum of two Performance Improvement Projects (PIPs) per year, including any PIPs required by DHCS or CMS. DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:
  - 1) Be designed to achieve significant improvement, sustained over time, in health outcomes and beneficiary satisfaction;
  - 2) Include measurement of performance using objective quality indicators;
  - 3) Include implementation of interventions to achieve improvement in the access to and quality of care;
  - 4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; and,
  - 5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2).)

**Exhibit A – Attachment 5  
QUALITY IMPROVEMENT SYSTEM**

- B. The Contractor shall report the status and results of each performance improvement project to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

**6. Practice Guidelines**

- A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and Cal. Code Regs., tit. 9, § 1810.326)
- B. Such guidelines shall meet the following requirements:
  - 1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
  - 2) They consider the needs of the beneficiaries;
  - 3) They are adopted in consultation with contracting health care professionals; and
  - 4) They are reviewed and updated periodically as appropriate. (42 C.F.R. § 438.236(b).)
- C. Contractor shall disseminate the guidelines to all affected providers and, upon request, to beneficiaries and potential beneficiaries. (42 C.F.R. § 438.236(c).)
- D. Contractor shall take steps to assure that decisions for utilization management, beneficiary education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d))

**Exhibit A – Attachment 6  
UTILIZATION MANAGEMENT PROGRAM**

**1. Utilization Management**

- A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that beneficiaries have appropriate access to specialty mental health services as required in California Code of Regulations, title 9, section 1810.440(b)(1)-(3).
- B. The Utilization Management Program shall evaluate medical necessity, appropriateness and efficiency of services provided to Medi-Cal beneficiaries prospectively or retrospectively.
- C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any beneficiary. (42 C.F.R. § 438.210(e).)
- D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as medical necessity and for the purpose of utilization control, provided that the services furnished are sufficient in amount, duration or scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(i), (ii)(A).)

**2. Service Authorization**

- A. Contractor shall implement mechanisms to assure authorization decision standards are met. The Contractor shall:
  - 1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).)
  - 2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions, and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)
  - 3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has



**Exhibit A – Attachment 6  
UTILIZATION MANAGEMENT PROGRAM**

appropriate clinical expertise in addressing the beneficiary's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)

- 4) Notify the requesting provider, and give the beneficiary written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)) The beneficiary's notice shall meet the requirements in Attachment 12, Section 10, paragraph A and Section 9, paragraph I and be provided within the timeframes set forth in Attachment 12, Section 10, paragraph B and Section 9, paragraph I.
- B. For standard authorization decisions, the Contractor shall provide notice as expeditiously as the beneficiary's condition requires not to exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days when:
- 1) The beneficiary, or the provider, requests extension; or
  - 2) The Contractor justifies (to the Department upon request) a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(1))
- C. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the beneficiary's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. The Contractor may extend the 72-hour time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies (to the Department upon request) a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(2))
- D. The Contractor shall act on an authorization request for treatment for urgent conditions within one hour of the request. (Cal. Code Regs., tit. 9, §§ 1810.253 1810.405, subd. (c)).

**Exhibit A – Attachment 6  
UTILIZATION MANAGEMENT PROGRAM**

- E. The Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (Cal. Code Regs., tit. 9, §§ 1820.200(d) and 1820.225). The Contractor that is the MHP of the beneficiary being admitted on an emergency basis shall approve a request for payment authorization if the beneficiary meets the criteria for medical necessity and the beneficiary, due to a mental disorder, is a current danger to self or others, or immediately unable to provide for, or utilize, food, shelter or clothing. (Cal Code Regs, tit. 9 §§ 1820.205 and 1820.225).
- F. The Contractor may not require prior authorization for an emergency admission to a psychiatric health facility when the beneficiary has an emergency psychiatric condition. (Cal. Code Regs., tit. 9, §§ 1810.216 and 1830.245).
- G. A Contractor shall authorize out of network services when a beneficiary with an emergency psychiatric condition is admitted on an emergency basis for psychiatric inpatient hospital services or psychiatric health facility services (Cal. Code Regs., tit. 9 §§ 1830.220, 1810.216, 1820.225, and 1830.245).
- H. The Contractor shall define service authorization request in a manner that at least includes a beneficiary's request for the provision of a service. (42 C.F.R. § 431.201)

**Exhibit A – Attachment 7  
ACCESS AND AVAILABILITY OF SERVICES**

**1. Beneficiary Enrollment**

- A. Medi-Cal eligible beneficiaries are automatically enrolled in the single MHP in their county. (1915(b) waiver, § A, part I, para. A, p. 31.)
- B. The Contractor shall be responsible for providing or arranging and paying for specialty mental health services for Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services. (Cal. Code Regs. tit. 9, §1810.228.) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)
- C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services. (42 C.F.R. § 438.3(d)(3).)
- D. The Contractor shall not discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin, sex, sexual orientation gender identity, or disability. (42 C.F.R. § 438.3(d)(4).)

**2. Cultural Competence**

- A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)
- B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan submitted and approved by the Department. The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subds. (c)-(d).)

**Exhibit A – Attachment 7  
ACCESS AND AVAILABILITY OF SERVICES**

**3. Out-of-Network Services**

- A. If the Contractor's provider network is unable to provide necessary services, covered under this Contract, to a particular beneficiary, the Contractor shall adequately and timely cover the services out of network, for as long as the Contractor's provider network is unable to provide them. (42 C.F.R. § 438.206(b)(4).)
- B. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must ensure that the cost to the beneficiary for services provided out of network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with California Code of Regulations., title 9, section 1810.365. (42 C.F.R. § 438.206(b)(5).)
- C. Contractor shall comply with the requirements of California. Code of Regulations, title 9, section 1830.220 regarding providing beneficiaries access to out-of-network providers when a provider is available in Contractor's network.

**4. Procedures for Serving Child Beneficiaries Placed Out-of-County**

- A. In accordance with Cal. Code Regs., tit. 9, § 1830.220, the Contractor in the child's county of origin shall provide or arrange for medically necessary specialty mental health services for children in a foster care aid code residing outside their counties of origin.
- B. The Contractor shall use the standard forms issued by the Department, or the electronic equivalent of those forms generated from the Contractor's Electronic Health Record System, when a child in a foster care aid code is placed outside of his/her county of origin. The standard forms are:
  - 1) Client Assessment,
  - 2) Client Plan,
  - 3) Service Authorization Request,
  - 4) Client Assessment Update,
  - 5) Progress Notes – Day Treatment Intensive Services,

**Exhibit A – Attachment 7  
ACCESS AND AVAILABILITY OF SERVICES**

- 6) Progress Notes – Day Rehabilitation Services,
  - 7) Organizational Provider Agreement (Standard Contract).
- C. The Contractor may request an exemption from using the standard documents if the Contractor is subject to an externally placed requirement, such as a federal integrity agreement, that prevents the use of the standardized forms. The Contractor shall request this exemption from the Department in writing.
- D. The Contractor shall ensure that the MHP in the child's adoptive parents' county of residence provides medically necessary specialty mental health services to a child in an Adoption Assistance Program (AAP) aid code residing outside his or her county of origin in the same way as the MHP would provide services to an in-county child for whom the MHP is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS).
- E. The MHP in the child's legal guardians' county of residence shall provide medically necessary specialty mental health services to a child in a Kin-GAP aid code residing outside his or her county of origin in the same way that it would provide services to any other child for whom the MHP is listed as the county of responsibility in MEDS.
- F. The Contractor shall comply with timelines specified in Cal. Code Regs., tit. 9, § 1830.220(b)(4)(A)(1-3), when processing or submitting authorization requests for children in a foster care, AAP, or Kinship Guardian Assistance Payment (Kin-GAP) aid code living outside his or her county of origin.
- G. The Contractor shall submit changes to its procedures for serving beneficiaries placed outside their counties of origin pursuant to Welf. & Inst. Code § 14716 when those changes affect 25 percent or more of the Contractor's beneficiaries placed out of county. The Contractor's submission shall also include significant changes in the description of the Contractor's procedures for providing out-of-plan services in accordance with Cal. Code Regs., tit. 9, § 1830.220, when a beneficiary requires services or is placed in a county not covered by the Contractor's normal procedures.

**Exhibit A – Attachment 7  
ACCESS AND AVAILABILITY OF SERVICES**

**5. Indian Beneficiaries**

The Contractor shall permit an Indian beneficiary who is eligible to receive services from an Indian health care provider (IHCP) participating as a network provider, to choose that IHCP as his or her provider, as long as that provider has capacity to provide the services. (42 C.F.R. § 438.14(b)(3).) The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the contract from such providers for Indian beneficiaries who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) The Contractor shall permit Indian beneficiaries to obtain covered services from out- of-network IHCPs if the beneficiaries are otherwise eligible to receive such services. (42 C.F.R. § 438.14(b)(4).) The Contractor shall permit an out-of-network IHCP to refer an Indian beneficiary to a network provider. (42 C.F.R. § 438.14(b)(6).)

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

**1. Enrollment and Screening**

- A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E. (42 C.F.R. § 438.608(b).)
- B. The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120 day period without enrollment of the provider, and notify affected beneficiaries. (42 C.F.R. § 438.602(b)(2).)

**2. Assessment of Capacity**

- A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its beneficiaries. This includes monitoring the number, type, and geographic distribution of mental health services within the Contractor's delivery system.
- B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number, timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

**3. Network Adequacy**

- A. The Contractor shall ensure that all services covered under this Contract are available and accessible to beneficiaries in a timely manner. 42 C.F.R. § 438.206(a)
- B. Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors and that is sufficient to provide adequate access to all services covered under this contract for all beneficiaries, including those with limited English proficiency or physical or mental disabilities. The Contractor shall ensure that network providers



**Exhibit A – Attachment 8  
PROVIDER NETWORK**

provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

- C. The Contractor shall adhere to, in all geographic areas within the county, the time and distance standards for adult and pediatric mental health providers developed by the Department. (42 C.F.R. § 438.68(a), (b)(1)(iii), (3), 438.206(a).)
- D. The Contractor may submit to the Department a request for Alternate Access Standards. The Department will evaluate requests and grant appropriate exceptions to the state developed standards.

**4. Timely Access**

- A. Timely Access. In accordance with 42 C.F.R. § 438.206(c)(1), the Contractor shall comply with the requirements set forth in Cal. Code Cal. Code Regs., tit. 9, §1810.405, including the following:
  - 1) Meet and require its providers to meet Department standards for timely access to care and services, taking into account the urgency of need for services.
  - 2) Require subcontracted providers to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan.
  - 3) Make services available to beneficiaries 24 hours a day, 7 days a week, when medically necessary.
  - 4) Establish mechanisms to ensure that network providers comply with the timely access requirements;
  - 5) Monitor network providers regularly to determine compliance with timely access requirements;

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- 6) Take corrective action if there is a failure to comply with timely access requirements.
- 7) The timeliness standards specified in California Code of Regulations section 1810.405 and Welf. Inst. Code § 14717.1 apply to out-of-plan services, as well as in-plan services.

**5. Documentation of Network Adequacy**

- A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by the Department as required by departmental guidance and regulation. (42 C.F.R. § 438.207(a).)
- B. The Contractor shall submit documentation to the Department, in a format specified by the Department, to demonstrate that it complies with the following requirements:
  - 1) Offers an appropriate range of specialty services that are adequate for the anticipated number of beneficiaries for the service area.
  - 2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of beneficiaries in the service area. (42 C.F.R. § 438.207(b).)
- C. The Contractor shall submit the documentation as specified by the Department, but no less frequently than the following:
  - 1) At the time it enters into this Contract with the Department;
  - 2) On an annual basis; and
  - 3) At any time there has been a significant change, as defined by the Department, in Contractor's operations that would affect the adequacy and capacity of services, including the following:
    - a) A decrease of 25 percent or more in services or providers available to beneficiaries;

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- b) Changes in benefits;
- c) Changes in geographic service area;
- d) Composition of or payments to Contractor's provider network; or
- e) Enrollment of a new population in Contractor's county. (42 C.F.R. § 438.207(c).)

D. The Contractor shall include details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

**6. Choice of Provider**

The Contractor shall provide a beneficiary's choice of the person providing services to the extent possible and appropriate consistent with Cal. Code Regs., tit. 9, §1830.225 and 42 Code of Federal Regulations part 438.3(l).

**7. Provider Selection**

- A. The Contractor shall have written policies and procedures for selection and retention of providers. (42 C.F.R. § 438.214(a).)
- B. Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)
- C. In all subcontracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), , 438.214(b).)
- D. The Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act. (42 C.F.R. § 438.214(d).)

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)
- F. The Contractor shall give practitioners or groups of practitioners who apply to be MHP contract providers and with whom the MHP decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)
- G. Paragraphs A-F, above, may not be construed to:
  - 1) Require the Contractor to subcontract with providers beyond the number necessary to meet the needs of its beneficiaries;
  - 2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or
  - 3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to beneficiaries. (42 C.F.R. § 438.12(b).)
- H. Upon request, Contractor shall demonstrate to the Department that its providers are credentialed as required by paragraph C. (42 C.F.R. § 438.206(b)(6))
- I. The Contractor shall establish individual, group and organizational provider selection criteria as provided for in Cal. Code Regs., tit. 9, § 1810.435.
- J. Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (Cal. Code Regs., tit. 9, § 1840.314(d).)
- K. The Contractor is not located outside of the United States. (42 C.F.R. § 602(i).)

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

**8. Provider Certification**

- A. The Contractor shall comply with California Code of Regulations, title 9, section 1810.435, in the selection of providers and shall review its providers for continued compliance with standards at least once every three years.
- B. The Contractor shall comply with the provisions of 42 Code of Federal Regulations, sections parts 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.
- C. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.
- D. The Contractor shall certify, or use another mental health plan's certification documents to certify, the organizational providers that subcontract with the Contractor to provide covered services in accordance with California Code of Regulations, title 9, section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the contract, and once every three years after that date. The on-site review required by California Code of Regulations, title 9, section 1810.435(d), as a part of the certification process, shall be made of any site owned, leased, or operated by the provider and used to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.
- E. The Contractor may allow an organizational provider to begin delivering covered services to beneficiaries at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider's request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

date the provider begins delivering covered services to beneficiaries at the site.

- F. The Contractor may allow an organizational provider to continue delivering covered services to beneficiaries at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.
- G. The Contractor and/or the Department shall each verify through an on-site review that:
  - 1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
  - 2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
  - 3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.
  - 4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.
  - 5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.
  - 6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Attachment 10; Exhibit 2, Attachment 2, Section 11 and Section 13 Paragraph B; and applicable state and federal standards.
  - 7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to beneficiaries,

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

as described in California Code of Regulations, title 9, sections 1840.344 through 1840.358, as appropriate and applicable.

- 8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- 9) The organizational provider's head of service, as defined California Code of Regulations, title 9, sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.
- 10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
  - a) All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
  - b) Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
  - c) All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
  - d) Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
  - e) Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
  - f) A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
  - g) Policies and procedures are in place for dispensing, administering and storing medications.



**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Attachment 2, Section 2 of this exhibit.
- I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Attachment 2, Section 2 of this exhibit.
- J. On-site review is not required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.
- K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code section 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.
- L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:
  - 1) The provider makes major staffing changes.
  - 2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).
  - 3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.
  - 4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- 5) There is a change of ownership or location.
  - 6) There are complaints regarding the provider.
  - 7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.
- M. The Contractor shall monitor the performance of its subcontractors on an ongoing basis for compliance with the terms of this contract and shall subject the subcontractors' performance to periodic formal review, at a minimum in accordance with the recertification requirements. If the Contractor identifies deficiencies or areas for improvement, the Contractor and the subcontractor shall take corrective action.
- N. In addition, Contractor may accept the certification of a provider by another Mental Health Plan, or by the Department, in order to meet the Contractor's obligations under Attachment 8, Sections 7 and 8. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another MHP.

**9. Provider Beneficiary Communications**

- A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waived, or registered professional, as defined in California Code of Regulations, title 9, sections 1810.223 and 1810.254, who is acting within the lawful scope of practice, from advising or advocating on behalf of a beneficiary for whom the provider is providing mental health services for any of the following:
- 1) The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
  - 2) Information the beneficiary needs in order to decide among all relevant treatment options;
  - 3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- 4) The beneficiary's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

**10. Provider Notifications**

- A. The Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:
  - 1) Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
  - 2) The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
  - 3) The availability of assistance to the beneficiary with filing grievances and appeals.
  - 4) The beneficiary's right to request a State fair hearing after the Contractor has made a determination on an beneficiary's appeal, which is adverse to the beneficiary.
  - 5) The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

**Exhibit A – Attachment 9  
DOCUMENTATION REQUIREMENTS**

**1. Documentation Standards**

The Contractor shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by the Contractor. The Contractor may monitor performance so that the documentation of care provided will satisfy the requirements set forth below. The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

**A. Assessment**

- 1) The Contractor shall ensure that the following areas are included, as appropriate, as part of a comprehensive beneficiary record when an assessment has been performed. For children or certain other beneficiaries unable to provide a history, this information may be obtained from the parents/care-givers, etc.
  - a) Presenting Problem. The beneficiary's chief complaint, history of the presenting problem(s), including current level of functioning, relevant family history and current family information;
  - b) Relevant conditions and psychosocial factors affecting the beneficiary's physical health and mental health; including, as applicable, living situation, daily activities, social support, cultural and linguistic factors and history of trauma or exposure to trauma;
  - c) Mental Health History. Previous treatment, including providers, therapeutic modality (e.g., medications, psychosocial treatments) and response, and inpatient admissions. If possible, include information from other sources of clinical data, such as previous mental health records, and relevant psychological testing or consultation reports;

**Exhibit A – Attachment 9  
DOCUMENTATION REQUIREMENTS**

- d) Medical History. Relevant physical health conditions reported by the beneficiary or a significant support person. Include name and address of current source of medical treatment. For children and adolescents, the history must include prenatal and perinatal events and relevant/significant developmental history. If possible, include other medical information from medical records or relevant consultation reports;
- e) Medications. Information about medications the beneficiary has received, or is receiving, to treat mental health and medical conditions, including duration of medical treatment. The assessment shall include documentation of the absence or presence of allergies or adverse reactions to medications, and documentation of an informed consent for medications;
- f) Substance Exposure/Substance Use. Past and present use of tobacco, alcohol, caffeine, CAM (complementary and alternative medications) and over-the-counter, and illicit drugs;
- g) Client Strengths. Documentation of the beneficiary's strengths in achieving client plan goals related to the beneficiary's mental health needs and functional impairments as a result of the mental health diagnosis;
- h) Risks. Situations that present a risk to the beneficiary and/or others, including past or current trauma;
- i) A mental status examination;
- j) A complete diagnosis from the most current DSM, or a diagnosis from the most current ICD-code shall be documented, consistent with the presenting problems, history, mental status examination and/or other clinical data; and,
- k) Additional clarifying formulation information, as needed.

**Exhibit A – Attachment 9  
DOCUMENTATION REQUIREMENTS**

- 2) Timeliness/Frequency Standard for Assessment. The Contractor shall establish written standards for timeliness and frequency for the elements identified in item A of this section.

**B. Client Plans**

- 1) The Contractor shall ensure that Client Plans:
- a) Have specific observable and/or specific quantifiable goals/treatment objectives related to the beneficiary's mental health needs and functional impairments as a result of the mental health diagnosis;
  - b) Identify the proposed type(s) of intervention/modality including a detailed description of the intervention to be provided;
  - c) Have a proposed frequency and duration of intervention(s);
  - d) Have interventions that focus and address the identified functional impairments as a result of the mental disorder (from Cal. Code Regs., tit. 9, § 1830.205(b)); have interventions that are consistent with the client plan goal;
  - e) Be consistent with the qualifying diagnoses;
  - f) Be signed (or electronic equivalent) by:
    - i. The person providing the service(s), or,
    - ii. A person representing a team or program providing services, or
    - iii. A person representing the Contractor providing services; or
    - iv. By one of the following as a co-signer, if the client plan is used to establish that services are provided under the

**Exhibit A – Attachment 9  
DOCUMENTATION REQUIREMENTS**

direction of an approved category of staff, and if the signing staff is not of the approved category:

- a) A physician,
  - b) A licensed/waivered psychologist,
  - c) A licensed/registered/waivered social worker,
  - d) A licensed/registered/waivered marriage and family therapist, or
  - e) A registered nurse, including but not limited to nurse practitioners, and clinical nurse specialists.
- g) Include documentation of the beneficiary's participation in and agreement with the client plan, as described in Cal. Code Regs., tit. 9, § 1810.440(c)(2)(A)(B).
- i. Examples of acceptable documentation include, but are not limited to, reference to the beneficiary's participation and agreement in the body of the plan, beneficiary signature on the plan, or a description of the beneficiary's participation and agreement in the client record;
  - ii. The beneficiary's signature or the signature of the beneficiary's legal representative is required on the client plan when:
    - a) The beneficiary is expected to be in long term treatment as determined by the MHP and,
    - b) The client plan provides that the beneficiary will be receiving more than one type of specialty mental health service;



**Exhibit A – Attachment 9  
DOCUMENTATION REQUIREMENTS**

- iii. When the beneficiary's signature or the signature of the beneficiary's legal representative is required on the client plan and the beneficiary refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.
- 2) There shall be documentation in the client plan that a copy of the client plan was offered to the beneficiary.
- 3) The client plan shall be updated at least annually, or when there are significant changes in the beneficiary's condition.

**C. Progress Notes**

- 1) The Contractor shall ensure that progress notes describe how services provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning outlined in the client plan. Items that shall be contained in the client record related to the beneficiary's progress in treatment include:
  - a) Timely documentation of relevant aspects of beneficiary care, including documentation of medical necessity;
  - b) Documentation of beneficiary encounters, including relevant clinical decisions, when decisions are made, alternative approaches for future interventions;
  - c) Interventions applied, beneficiary's response to the interventions and the location of the interventions;
  - d) The date the services were provided;
  - e) Documentation of referrals to community resources and other agencies, when appropriate;
  - f) Documentation of follow-up care, or as appropriate, a discharge summary; and

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- g) The amount of time taken to provide services; and
  - h) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title.
- 2) Timeliness/Frequency of Progress Notes. Progress notes shall be documented at the frequency by type of service indicated below:
- a) Every Service Contact:
    - i. Mental Health Services;
    - ii. Medication Support Services;
    - iii. Crisis Intervention;
    - iv. Targeted Case Management;
  - b) Daily:
    - i. Crisis Residential;
    - ii. Crisis Stabilization (1x/23hr);
    - iii. Day Treatment Intensive; and
  - c) Weekly:
    - i. Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/waivered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service;
    - ii. Day Rehabilitation;
    - iii. Adult Residential.

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DOCUMENTATION REQUIREMENTS**

D. Other

- 1) All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
  - a) The date of service;
  - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
  - c) The date the documentation was entered in the beneficiary record.
- 3) The Contractor shall have a written definition of what constitutes a long term care beneficiary.
- 4) Contractor shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary.

**Exhibit A – Attachment 10  
COORDINATION AND CONTINUITY OF CARE**

**A. Coordination of Care**

- A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
- 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
  - 2) Coordinate the services the Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services the Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
  - 3) The Contractor shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
  - 4) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
  - 5) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

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- B. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's beneficiaries. The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)
- C. The Contractor shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

**1. Basic Requirements**

- A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to beneficiaries. (42 C.F.R. § 438.10(c)(1).) The Contractor shall provide all written materials for beneficiaries in easily understood language, format, and alternative formats that take into consideration the special needs of beneficiaries. (42 C.F.R. § 438.10(d)(6).) The Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (42 C.F.R. § 438.10.)
- B. The Contractor shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
- C. The Contractor shall operate a website that provides the content required in this section. (42 C.F.R. § 438.10.)
- D. For consistency in the information provided to beneficiaries, the Contractor shall use the Department developed definitions for managed care terminology, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, provider, skilled nursing care, and urgent care. (42 C.F.R. 438.10(c)(4)(i).)
- E. The Contractor shall use Department developed model beneficiary handbooks and beneficiary notices that describe the transition of care policies for beneficiaries. (42 C.F.R. 438.62(b)(3).)
- F. Beneficiary information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
  - 1) The format is readily accessible;
  - 2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;
  - 3) The information is provided in an electronic form which can be electronically retained and printed;

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INFORMATION REQUIREMENTS**

- 4) The information is consistent with the content and language requirements of this Attachment; and
- 5) The beneficiary is informed that the information is available in paper form without charge upon request and provides it upon request within 5 business days. (42 C.F.R. 438.10(c)(6).)
- G. The Contractor shall have in place mechanisms to help beneficiaries and potential beneficiaries understand the requirements and benefits of the plan. (42 C.F.R. 438.10(c)(7).)

**2. Information Provided to Beneficiaries**

- A. The Contractor shall provide information to beneficiaries and potential beneficiaries including, at a minimum, all of the following:
  - 1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii).)
  - 2) The mandatory enrollment process. (42 C.F.R. § 438.10(e)(2)(iii).)
  - 3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv).)
  - 4) Covered benefits, including:
    - a. Which benefits are provided by the Contractor; and,
    - b. Which, if any, benefits are provided directly by the State.
  - 5) The provider directory. (42 C.F.R. § 438.10(e)(2)(vi).)
  - 6) Any cost-sharing that will be imposed by the Contractor consistent with the State Plan. (42 C.F.R. §§ 438.10(e)(2)(vii); State Plan § 4.18.)
  - 7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards established in 42 Code of Federal Regulations part 438.68. (42 C.F.R. § 438.10(e)(2)(viii).)



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- 8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix).)
- 9) To the extent available, quality and performance indicators for the Mental Health Plan, including beneficiary satisfaction. (42 C.F.R. § 438.10(e)(2)(x).)
- B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, within 15 calendar days after receipt or issuance of the termination notice, to each beneficiary who was seen on a regular basis by the terminated provider. (42 C.F.R. § 438.10(f)(1).)

**3. Language and Format**

- A. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii).)
- B. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)
- C. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3).)
  - 1) The Contractor shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 C.F.R. § 438.10(d)(2).)
  - 2) The Contractor shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's member/customer service unit. (42 C.F.R. § 438.10(d)(3).)

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- 3) The Contractor shall notify beneficiaries that written translation is available in prevalent languages free of cost and shall notify beneficiaries how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code Regs., tit. 9, § 1810.410, subd. (e), para. (4).)
- 4) Prevalent non-English language means a language identified as the primary language of 3,000 beneficiaries or five percent of the beneficiary population (whichever is lower) in the Contractor's service area as indicated on MEDs. (42 C.F.R. § 438.10(a), Cal. Code Regs., tit. 9, § 1810.410, subd. (a), para. (3).)
- D. The Contractor shall make auxiliary aids and services available upon request and free of charge to each beneficiary. (42 C.F.R. § 438.10(d)(3)-(4).) Contractor shall also notify beneficiaries how to access these services. (42 C.F.R. § 438.10(d) (5)(ii)-(iii).)
- E. The Contractor shall make oral interpretation and auxiliary aids, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. (42 C.F.R. § 438.10(d)(2), (4)-(5).) Contractor shall notify beneficiaries that the service is available and how to access those services. (42 C.F.R. § 438.10(d)(5)(i), (iii).)

**4. Handbook**

- A. The Contractor shall provide beneficiaries with a copy of the handbook and provider directory when the beneficiary first accesses services and thereafter upon request. (Cal. Code Regs., tit. 9, § 1810.360.)
- B. The Contractor shall ensure that the handbook includes the current toll-free telephone number(s) that provides information in threshold languages and is available twenty-four hours a day, seven days a week. (Cal. Code Regs., tit. 9, § 1810.405, subd. (d).)
- C. The beneficiary handbook shall include information that enables the beneficiary to understand how to effectively use the managed care program. This information shall include, at a minimum:
  - 1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i).)

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INFORMATION REQUIREMENTS**

- 2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii).)
  - a) The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that beneficiaries understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii).)
  - b) Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(iv).)
  - c) Any restrictions on the beneficiary's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi).)
  - d) The extent to which, and how, beneficiaries may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii).)
  - e) Cost sharing, if any, consistent with the State Plan. (42 C.F.R. § 438.10(g)(2)(viii); State Plan § 4.18.)
  - f) Beneficiary rights and responsibilities, including the elements specified in § 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix).)
  - g) The process of selecting and changing the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(x).)
  - h) Grievance, appeal, and fair hearing procedures and timeframes, consistent with 42 C.F.R. §§ 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:
    - 1) The right to file grievances and appeals;
    - 2) The requirements and timeframes for filing a grievance or appeal;

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- 3) The availability of assistance in the filing process;
- 4) The right to request a state fair hearing after the Contractor has made a determination on a beneficiary's appeal which is adverse to the beneficiary;
- 5) The fact that, when requested by the beneficiary, benefits that the Contractor seeks to reduce or terminate will continue if the beneficiary files an appeal or a request for state fair hearing within the timeframes specified for filing, and that the beneficiary may, consistent with state policy, be required to pay the cost of services furnished while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary. (42 C.F.R. § 438.10(g)(2)(xi).)
  - i) How to exercise an advance directive, as set forth in 42 C.F.R. 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii).)
  - j) How to access auxiliary aids and services, including additional information in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii).)
  - k) The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to beneficiaries. (42 C.F.R. § 438.10(g)(2)(xiv).)
  - l) Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv).)
  - m) Additional information that is available upon request, includes the following:
    - 1) Information on the structure and operation of the Contractor.

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- 2) Physician incentive plans as set forth in 42 C.F.R. § 438.3(i). (42 C.F.R. § 438.10(f)(3).)
- D. The Contractor shall give each beneficiary notice of any significant change (as defined by the Department) to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4).)
- E. Consistent with 42 Code of Federal Regulations part 438.10(g)(3) and California Code of Regulations, title 9, section 1810.360, subdivision (e), the handbook will be considered provided if the Contractor:
- 1) Mails a printed copy of the information to the beneficiary's mailing address before the beneficiary first receives a specialty mental health service;
  - 2) Mails a printed copy of the information upon the beneficiary's request to the beneficiary's mailing address;
  - 3) Provides the information by email after obtaining the beneficiary's agreement to receive the information by email;
  - 4) Posts the information on the Contractor's website and advises the beneficiary in paper or electronic form that the information is available on the internet and includes the applicable internet addresses, provided that beneficiaries with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or,
  - 5) Provides the information by any other method that can reasonably be expected to result in the beneficiary receiving that information. If the Contractor provides the handbook in-person when the beneficiary first receives specialty mental health services, the date and method of delivery shall be documented in the beneficiary's file.

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**5. Provider Directory**

- A. The Contractor shall make provider directories available in electronic and paper form, and ensure that the provider directories include:
- 1) Information on the category or categories of services available from each provider. (42 C.F.R. § 438.10(h)(1)(v).)
  - 2) The names, any group affiliations, street addresses, telephone numbers, specialty, and website URLs of current contracted providers by category. (42 C.F.R. § 438.10(h)(1)(i)-(v).)
  - 3) The cultural and linguistic capabilities of network providers, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training. (42 C.F.R. § 438.10(h)(1)(vii).)
  - 4) Whether network providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment. (42 C.F.R. § 438.10(h)(1)(viii).)
  - 5) A means to identify which providers are accepting new beneficiaries. (42 C.F.R. § 438.10(h)(1)(vi).)
- B. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information. (42 C.F.R. § 438.10(h)(3).)
- C. Provider directories shall be made available on the Contractor's website in a machine readable file and format as specified by the Secretary. (42 C.F.R. § 438.10(h)(4).)

**6. Advance Directives**

- A. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100.)

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- B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ and 438.3(j)(1)-(3), 422.128). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4).)
- C. The Contractor shall provide adult beneficiaries with the written information on advance directives. (42 C.F.R. § 438.3(j)(3).)
- D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), 438.3(j).)
- E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), 438.3(j).)

**7. Beneficiary Rights**

- A. The parties to this contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code 5325, California Code of Regulations, title 9, sections 862 through 868, and 42 Code of Federal Regulations section 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.
- B. The Contractor shall have written policies regarding the beneficiary rights specified in this section and ensure that its staff, subcontractors, and providers take those rights into account when providing services, including the right to:
  - 1) Receive information in accordance with 42 C.F.R. § 438.10. (42 C.F.R. § 438.100(b)(2)(i).)
  - 2) Be treated with respect and with due consideration for his or her dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii).)



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- 3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii).)
- 4) Participate in decisions regarding his or her health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv).)
- 5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v).)
- 6) Request and receive a copy of his or her medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, 164.526.)
- 7) Be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3).)
- 8) Freely exercise his or her rights without adversely affecting the way the, Contractor, subcontractor, or provider treats the beneficiary. (42 C.F.R. § 438.100(c).)

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

**1. General Provisions**

- A. The Contractor shall have a grievance and appeal system in place for beneficiaries. (42 C.F.R. §§ 438.228(a), 438.402(a); Cal. Code Regs., tit. 9, § 1850.205.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances, and shall include processes to collect and track information about them. The Contractor's beneficiary problem resolution processes shall include:
- 1) A grievance process;
  - 2) An appeal process; and,
  - 3) An expedited appeal process. (Cal. Code Regs., tit. 9, § 1850.205(b)(1)-(b)(3).)
- B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:
- 1) The Contractor shall ensure that each beneficiary has adequate information about the Contractor's problem resolution processes by taking at least the following actions:
    - a) Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's beneficiary booklet and providing the beneficiary handbook to beneficiaries as described in Attachment 11 of this contract. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(A).)
    - b) Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both beneficiaries and provider staff. The posted notice shall also explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of adverse benefit determination. For the purposes of this Section, a Contractor provider site means

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any office or facility owned or operated by the Contractor or a provider contracting with the Contractor at which beneficiaries may obtain specialty mental health services. (Cal. Code Regs., tit. 9, §§ 1850.205(c)(1)(B) and 1850.210.)

- c) Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that beneficiaries can access at all Contractor provider sites without having to make a verbal or written request to anyone. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(C).)
- d) Give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a).)
- 2) The Contractor shall allow beneficiaries to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1).) The Contractor shall have only one level of appeal for beneficiaries. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a).)
- 3) A beneficiary may request a State fair hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)
- 4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the beneficiary is deemed to have exhausted the Contractor's appeals process and may initiate a State fair hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3).)
- 5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the beneficiary in writing. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); Cal. Code Regs., tit. 9, § 1850.205(d)(4).)

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- 6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the beneficiary and with the beneficiary's written consent to request an appeal, file a grievance, or request a state fair hearing. (42 C.F.R. § 438.402(c)(1)(i)-(ii); Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 7) The Contractor shall allow a beneficiary's authorized representative to use the grievance, appeal, or expedited appeal processes on the beneficiary's behalf. (Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 8) At the beneficiary's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a beneficiary with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing specialty mental health services to the beneficiary requesting assistance, the Contractor shall identify another individual to assist that beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(c)(4).)  
Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a).)
- 9) The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(c)(5).)
- 10) The Contractor's procedures for the beneficiary problem resolution processes shall maintain the confidentiality of each beneficiary's information. (Cal. Code Regs., tit. 9, § 1850.205(c)(6).)
- 11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by

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Cal. Code Regs., tit. 9, §1810.440(a)(5). (Cal. Code Regs., tit. 9, § 1850.205(c)(7).)

- 12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making, and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a).)
- 13) The Contractor shall ensure that individuals making decisions on the grievances and appeals of adverse benefit determinations, have the appropriate clinical expertise, as determined by the Department , in treating the beneficiary's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a).)
- 14) The Contractor shall provide the beneficiary a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the beneficiary of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in §438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4).)
- 15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the beneficiary or beneficiary's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a).)
- 16) The Contractor shall provide the beneficiary and his or her representative the beneficiary's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in

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BENEFICIARY PROBLEM RESOLUTION**

connection with the appeal of the adverse benefit determination.  
(42 C.F.R. § 438.406(b)(5).)

- 17) The Contractor shall provide the beneficiary and his or her representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions, (42 C.F.R. § 438.408(b)-(c).) For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)
- 18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the beneficiary or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3).)
- 19) The Contractor's beneficiary problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (Welf. & Inst. Code § 5520.)

**2. Handling of Grievances and Appeals**

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

- A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); Cal. Code Regs., tit. 9, § 1850.205(d)(1).) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the

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name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6).)

- B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the beneficiary. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (Cal. Code Regs., tit. 9, § 1850.205(d)(2).)
- C. Provide a staff person or other individual with responsibility to provide information requested by the beneficiary or the beneficiary's representative regarding the status of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(3).)
- D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(d)(5).)
- E. Provide notice, in writing, to any provider identified by the beneficiary or involved in the grievance, appeal, or expedited appeal of the final disposition of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(6).)
- F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

**3. Grievance Process**

The Contractor's grievance process shall, at a minimum:

- A. Allow beneficiaries to file a grievance either orally, or in writing at any time with the Contractor; (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i).)
- B. Resolve each grievance as expeditiously as the beneficiary's health condition requires not to exceed 90 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).) The Contractor may extend the timeframe for processing a grievance by up to

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14 calendar days if the beneficiary requests an extension, or if the Contractor determines that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeframe, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and give the beneficiary written notice of the extension and the reasons for the extension within 2 calendar days of the decision to extend the timeframe. Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if he or she disagrees with the Contractor's decision (42 C.F.R. § 438.408(c)(2)(i)-(ii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

- C. Provide written notification to the beneficiary or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the beneficiary, if he or she could not be contacted. (Cal. Code Regs., tit. 9, § 1850.206(c).)
- D. Notify the beneficiary of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10.)

**4. Appeals Process**

- A. The Contractor's appeal process shall, at a minimum:
  - 1) Allow a beneficiary, or a provider or authorized representative acting on the beneficiary's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii).) The beneficiary may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii).);
  - 2) Require a beneficiary who makes an oral appeal that is not an expedited appeal, to subsequently submit a written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals, and confirmed in writing unless the beneficiary or the provider requests expedited resolution. The date



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the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

- 3) Resolve each appeal and provide notice, as expeditiously as the beneficiary's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a); 42 C.F.R. § 438.408(b)(2).) The Contractor may extend the timeframe for processing an appeal by up to 14 calendar days, if the beneficiary requests an extension or the Contractor determines that there is a need for additional information and that the delay is in the beneficiary's interest. (42 CFR 438.408(c)(1); 42 CFR 438.408(b)(2).) If the Contractor extends the timeframes, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and notify the beneficiary of the extension and the reasons for the extension in writing within 2 calendar days of the decision to extend the timeframe. Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if he or she disagrees with the Contractor's decision. Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires (42 C.F.R. § 438.408(c)(2)(i)-(iii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, §1810.230.5.);
- 4) Allow the beneficiary to have a reasonable opportunity to present evidence and testimony and make arguments of fact or law, in person and in writing (42 C.F.R. § 438.406(b)(4).);
- 5) Provide the beneficiary and his or her representative the beneficiary's case file, including medical records, and any other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination , provided that there is no disclosure of the protected health information of any individual other than the beneficiary (42 C.F.R. § 438.406(b)(5).); and

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- 6) Provide the beneficiary and his or her representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard appeal resolutions. For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)
  - 7) Allow the beneficiary, his or her representative, or the legal representative of a deceased beneficiary's estate, to be included as parties to the appeal. (42 CFR 438.406(b)(6).)
- B. The Contractor shall notify the beneficiary, and/or his or her representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 CFR 438.408(d)(2)(i); 42 C.F.R. § 438.408(e); 42 C.F.R. 438.10.) The notice shall contain the following:
- 1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);
  - 2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);
  - 3) If the appeal is not resolved wholly in favor of the beneficiary, the notice shall also contain:
    - a) Information regarding the beneficiary's right to a fair hearing and the procedure for requesting a fair hearing, if the beneficiary has not already requested a fair hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and
    - b) Information on the beneficiary's right to continue to receive benefits while the fair hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

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- c) Inform the beneficiary that he or she may be liable for the cost of any continued benefits if the Contractor's adverse benefit determination is upheld in the hearing. (42 C.F.R. § 438.408(e)(2)(iii).)

**5. Expedited Appeal Process**

- A. "Expedited Appeal" is an appeal used when the mental health plan determines (for a request from the beneficiary) or the provider indicates (in making the request on the beneficiary's behalf or supporting the beneficiary's request) that taking the time for a standard resolution could seriously jeopardize the beneficiary's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410.)
- B. The Contractor's expedited appeal process shall, at a minimum:
  - 1) Be used when the Contractor determines or the beneficiary and/or the beneficiary's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the beneficiary's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410(a).)
  - 2) Allow the beneficiary to file the request for an expedited appeal orally without requiring the beneficiary to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)
  - 3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a beneficiary's expedited appeal. (42 C.F.R. § 438.410(b).)
  - 4) Inform beneficiaries of the limited time available to present evidence and testimony, in person and in writing, and make legal and factual arguments for an expedited appeal. The Contractor must inform beneficiaries of this sufficiently in advance of the resolution timeframe for the expedited appeal. (42 CFR 438.406(b)(4); 42 CFR 438.408(b)-(c).)
  - 5) Resolve an expedited appeal and notify the affected parties in writing, as expeditiously as the beneficiary's health condition

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requires and no later than 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3).) The Contractor may extend this timeframe by up to 14 calendar days if the beneficiary requests an extension, or the Contractor determines that there is need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeline for processing an expedited appeal not at the request of the beneficiary, the Contractor shall make reasonable efforts to give the beneficiary prompt oral notice of the delay, and notify the beneficiary of the extension and the reasons for the extension, in writing, within 2 calendar days of the determination to extend the timeline. The Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires. (42 C.F.R. § 438.408(c)(2)(i) - (iii); 42 C.F.R. §438.408(b)(3).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

- 6) Provide a beneficiary with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the beneficiary and/or his or her representative. The written notice shall meet the requirements of Section 1850.207(h) of Title 9 of the California Code of Regulations. (42 C.F.R. § 438.408(d)(2); Cal. Code Regs., tit. 9, § 1850.207(h).)
- 7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:
  - a) Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.410(c)(1).)
  - b) Make reasonable efforts to give the beneficiary and his or her representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the beneficiary of the right to file a grievance if he or she disagrees with the

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decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

**6. Contractor obligations related to State Fair Hearing**

State “Fair Hearing” means the State hearing provided to beneficiaries pursuant to sections 50951 and 50953 of Title 22 of the California Code of Regulations section and section 1810.216.6 of Title 9 of the California Code of Regulations 1810.216.6.:

A. If a beneficiary requests a State Fair Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Fair Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the beneficiary and provider by Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Beneficiaries and providers shall also be informed of the following:

- 1) A beneficiary may request a State Fair Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)
- 2) If the Contractor fails to adhere to notice and timing requirements under § 438.408, the beneficiary is deemed to have exhausted the Contractor’s appeals process, and the beneficiary may initiate a state fair hearing. (42 CFR 438.408(f)(1)(i); 42 CFR 438.402(c)(1)(i)(A).)
- 3) The provider may request a State Fair Hearing only if the Department permits the provider to act as the beneficiary's authorized representative. (42 C.F.R. § 438.402(c)(1)(ii).)

**7. Expedited Fair Hearing**

“Expedited Fair Hearing” means a fair hearing, used when the Contractor determines, or the beneficiary or the beneficiary's provider certifies that following the 90 day timeframe for a fair hearing as established in 42 C.F.R. §

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431.244(f)(1) would seriously jeopardize the beneficiary's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); Cal. Code Regs., tit. 9, § 1810.216.4.)

**8. Continuation of Services**

- A. A beneficiary receiving specialty mental health services shall have a right to file for continuation of specialty mental health services pending the outcome of a fair hearing. (Cal. Code Regs., tit. 22., § 51014.2; Cal. Code Regs., tit. 9, § 1850.215.)
- B. The Contractor shall continue the beneficiary's benefits while an appeal is in process if all of the following occur:
  - 1) The beneficiary files the request for an appeal within 60 calendar days following the date on the adverse benefit determination notice; (42 C.F.R. § 438.420(b)(1).)
  - 2) The appeal involves the termination, suspension, or reduction of a previously authorized service; (42 C.F.R. § 438.420(b)(2).)
  - 3) The beneficiary's services were ordered by an authorized provider; (42 C.F.R. § 438.420(b)(3).)
  - 4) The period covered by the original authorization has not expired; and, (42 C.F.R. § 438.420(b)(4).)
  - 5) The request for continuation of benefits is filed on or before the later of the following: (42 C.F.R. § 438.420 (b)(5).)
    - a. Within 10 calendar days of the Contractor sending the notice of adverse benefit determination; (42 C.F.R. § 438.420(a).) or
    - b. The intended effective date of the adverse benefit determination. (42 C.F.R. § 438.420(a).)
- C. If, at the beneficiary's request, the Contractor continues the beneficiary's benefits while the appeal or state fair hearing is pending, the benefits must

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be continued until the beneficiary withdraws the appeal or request for state fair hearing, the beneficiary does not request a state fair hearing and continuation of benefits within 10 calendar days from the date the Contractor sends the notice of an adverse appeal resolution, or a state fair hearing decision adverse to the beneficiary is issued. (42 C.F.R. § 438.420(c)(1)-(3); 42 C.F.R. § 438.408(d)(2).)

- D. The Contractor may recover the cost of continued services furnished to the beneficiary while the appeal or state fair hearing was pending if the final resolution of the appeal or state fair hearing upholds the Contractor's adverse benefit determination. (42 C.F.R. § 438.420(d); 42 C.F.R. § 431.230(b).)
- E. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the beneficiary's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal was pending and if the Contractor or state fair hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)
- F. If the decision of an appeal reverses a decision to deny the authorization of services, and the beneficiary received the disputed services while the appeal was pending, the Contractor shall cover the cost of such services. (42 C.F.R. § 438.424(b).)
- G. The Contractor shall notify the requesting provider and give the beneficiary written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404.)

**9. Provision of Notice of Adverse Benefit Determination**

- A. The Contractor shall provide a beneficiary with a Notice of Adverse Benefit Determination (NOABD) under the following circumstances:
  - 1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit. (42 C.F.R. § 438.400(b)(1).)

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- 2) The reduction, suspension, or termination of a previously authorized service. (42 C.F.R. § 438.400(b)(2).)
  - 3) The denial, in whole or in part, of payment for a service. (42 C.F.R. § 438.400(b)(3).)
  - 4) The failure to provide services in a timely manner, as defined by the Department. (42 C.F.R. § 438.400(b)(4).)
  - 5) The failure of the Contractor to act within the timeframes provided in §438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals. (42 C.F.R. § 438.400(b)(5).)
  - 6) The denial of a beneficiary's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other beneficiary financial liabilities. (42 C.F.R. § 438.400(b)(7).)
- B. The Contractor shall give beneficiaries timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10.) The NOA shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and California Code of Regulations, title 9, section 1850.212.
- C. When the denial or modification involves a request from a provider for continued Contractor payment authorization of a specialty mental health service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with California Code of Regulations, title 22, section 51014.1. (Cal. Code Regs., tit. 9, § 1850.210(a)(1).)
- D. A NOABD is not required when a denial is a non-binding verbal description to a provider of the specialty mental health services that may be approved by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(a)(2).)
- E. Except as provided in subsection F below, a NOABD is not required when the denial or modification is a denial or modification of a request for



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Contractor payment authorization for a specialty mental health service that has already been provided to the beneficiary. (Cal. Code Regs., tit. 9, § 1850.210(a)(4).)

- F. A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a specialty mental health service that has already been provided to the beneficiary when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(b).)
- G. The Contractor shall deny the Contractor payment authorization request and provide the beneficiary with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by Cal. Code Regs., tit. 9, §§ 1820.220 or 1830.215. (Cal. Code Regs., tit. 9, § 1850.210(c).)
- H. The Contractor shall provide the beneficiary with a NOABD if the Contractor fails to notify the affected parties of a resolution of a grievance within 90 calendar days, of an appeal decision within 30 days, or of an expedited appeal decision within 72 hours. If the timeframe for a grievance, appeal or expedited appeal decision is extended pursuant to sections 1850.206, 1850.207 or 1850.208 of Title 9 of the California Code of Regulations and the Contractor failed to notify the affected parties of its decision within the extension period, the Contractor shall provide the beneficiary with a NOABD. (42 C.F.R. § 438.408.)
- I. The Contractor shall provide a beneficiary with a NOABD when the Contractor or its providers determine that the medical necessity criteria in sections 1830.205(b)(1), (b)(2), (b)(3)(C), or 1830.210(a) of Title 9 of the California Code of Regulations have not been met and that the beneficiary is not entitled to any specialty mental health services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the beneficiary on the date of the Adverse Benefit Determination or mailed to the beneficiary in accordance with Cal. Code Regs., tit. 9, § 1850.210(f)(1), and shall specify the information contained in Cal. Code Regs., tit. 9, § 1850.212(b). (Cal. Code Regs., tit. 9, § 1850.210(g).)

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- J. For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in Cal. Code Regs., tit. 22, § 51014.1, shall mean the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(h).)
- K. For the purposes of this Attachment, “medical service”, as used in Cal. Code Regs., tit. 22, § 51014.1, shall mean specialty mental health services that are subject to prior authorization by a Contractor pursuant to Cal. Code Regs., tit. 9, §§ 1820.100 and 1830.100. (Cal. Code Regs., tit. 9, § 1850.210(i).)
- L. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to beneficiaries under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews (Cal. Code Regs., tit. 9, § 1850.210(j).)
- M. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying beneficiaries in a timely manner.

**10. Contents and Timing of NOABD**

- A. The Contractor shall include the following information in the NOABD:
  - 1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)
  - 2) The reason for the adverse benefit determination, including the right of the beneficiary to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the beneficiary’s adverse benefit determination. Such information includes medical necessity criteria, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)
  - 3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (Cal. Code Regs., tit. 9, § 1850.212(a)(3).)

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- 4) The beneficiary's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a state fair hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)
  - 5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)
  - 6) The beneficiary's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances under which the beneficiary may be required to pay the costs of those services. (42 C.F.R. § 438.404(b)(6).)
  - 7) Information about the beneficiary's right to request a fair hearing or an expedited fair hearing, including:
    - a) The method by which a hearing may be obtained; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(A).)
    - b) A statement that the beneficiary may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(B).)
    - c) An explanation of the circumstances under which a specialty mental health service will be continued if a fair hearing is requested; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(C).) and
    - d) The time limits for requesting a fair hearing or an expedited fair hearing. (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(D).)
- B. The Contractor shall mail the NOABD within the following timeframes:
- 1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of

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action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the beneficiary, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

- 2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)
- 3) For standard service authorizations that deny or limit services, as expeditiously as the beneficiary's condition requires not to exceed 14 calendar days following the receipt for request for services. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. 438.210(d)(1).)
- 4) The Contractor may extend the 14 calendar day NOABD determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the beneficiary or the provider requests the extension. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(i).)
- 5) The Contractor may extend the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the Contractor justifies a need to the Department, upon request, for additional information and shows how the extension is in the beneficiary's best interest. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(ii).)
- 6) If the Contractor extends the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services, the Contractor shall do the following:
  - a) Give the beneficiary written notice of the reason for the extension and inform the beneficiary of the right to file a grievance if he/she disagrees with the decision ; (42 C.F.R. § 438.404(c)(4)(i); 42 C.F.R. 438.210(d)(1)(ii).) and,

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- b) Issue and carry out its determination as expeditiously as the beneficiary's health condition requires and no later than the date of the extension. (42 C.F.R. § 438.404(c)(4)(ii); 42 C.F.R. 438.210(d)(1)(ii).)
- 7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)
- 8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the beneficiary's life or health or his or her ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)
- 9) The Contractor may extend the 72 hour expedited service authorization decision time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies to the Department, upon request, a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. § 210(d)(2)(ii).)
- 10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (Cal. Code Regs., tit. 9, § 1850.210(f).)
- C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:
  - 1) The death of a beneficiary; (42 C.F.R. § 431.213(a).)
  - 2) Receipt of a signed written beneficiary statement requesting service termination or giving information requiring termination or reduction of services, provided the beneficiary understands that this will be

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

- 3) The beneficiary's admission to an institution where he or she is ineligible for further services; (42 C.F.R. § 431.213(c).)
- 4) The beneficiary's whereabouts are unknown and mail directed to him or her has no forwarding address; (42 C.F.R. § 431.213(d).)
- 5) Notice that the beneficiary has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)
- 6) A change in the beneficiary's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or
- 7) The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)
- 8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)
- 9) Endangerment of the safety or health of individuals in the facility; improvement in the resident's health sufficient to allow a more immediate transfer or discharge; urgent medical needs that require a resident's immediate transfer or discharge; or notice that a resident has not resided in the nursing facility for 30 days (but only in Adverse Benefit Determinations based on NF transfers).

**11. Annual Grievance and Appeal Report**

The Contractor is required to submit to the Department a report that summarizes beneficiary grievances, appeals and expedited appeals filed from July 1 of the previous year through June 30 of that year by October 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (Cal. Code Regs., tit. 9, § 1810.375(a).)

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

**1. General Requirements**

As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).)

**2. Excluded Providers**

- A. The Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 Code of Federal Regulations, part 455, subparts B and E. (42 C.F.R. §438.602(b).)
- B. Consistent with the requirements of 42 Code of Federal Regulations, part 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. §438.602(d).)
- C. If the Contractor find a party that is excluded, it must promptly notify the Department (42 C.F.R. §438.608(a)(2),(4)) and the Department will take action consistent with 42 C.F.R. §438.610((d). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

**3. Compliance Program**

- A. Pursuant to 42 C.F.R. § 455.1(a)(1), the Contractor must report fraud and abuse information to the Department.
- B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

- 1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.
- 2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the CEO and the Board of Directors (BoD).
- 3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.
- 4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract.
- 5) Effective lines of communication between the CO and the organization's employees.
- 6) Enforcement of standards through well-publicized disciplinary guidelines.
- 7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the contract. (42 C.F.R. §438.608(a), (a)(1).)



**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

**4. Fraud Reporting Requirements**

- A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department about the following:
- 1) Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
  - 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
  - 3) Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
  - 4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. §438.608(a), (a)(4).)
- B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- C. The Contractor shall implement and maintain written policies for all employees of the Mental Health Plan, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

- D. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

**5. Service Verification**

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).)

**6. Disclosures**

- A. Disclosure of 5% or More Ownership Interest:

- 1) Pursuant to 42 C.F.R. § 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. § 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.
  - a) In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in i and subsection 2(a).
    - i. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. §

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

- ii. The Contractor shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.
- 2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.
- a) Disclosures to be Provided:
    - i. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
    - ii. Date of birth and Social Security Number (in the case of an individual);
    - iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
    - iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

- ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
- v. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
  - vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
- 3) For each provider in Contractor's provider network, Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.
- B. Disclosures Related to Business Transactions – Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.
- 1) The following information must be disclosed:
    - a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
    - b) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

- c) Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

**C. Disclosures Related to Persons Convicted of Crimes**

- 1) Contractor shall submit the following disclosures to the Department regarding the Contractor's management:
  - a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
  - b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101.
- 2) The Contractor shall supply the disclosures before entering into the contract and at any time upon the Department's request.
- 3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

**Exhibit A – Attachment 14  
REPORTING REQUIREMENTS**

**1. Data Submission/ Certification Requirements**

- A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:
- 1) The Contractor's Chief Executive Officer (CEO).
  - 2) The Contractor's Chief Financial Officer (CFO).
  - 3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F. R. § 438.606(a).)

**2. Encounter Data**

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

**3. Insolvency**

- A. The Contractor shall submit data to demonstrate it has made adequate provision against the risk of insolvency to ensure that beneficiaries will not

**Exhibit A – Attachment 14  
REPORTING REQUIREMENTS**

be liable for the Contractor's debt if the Contractor becomes insolvent. (42 C.F.R. § 438.604(a)(4); 42 C.F.R. § 438.116.)

B. The Contractor shall meet the State's solvency standards for private health maintenance organizations or be licensed by the State as a risk-bearing entity, unless one of the following exceptions apply (42 C.F.R. § 438.116 (b).):

- 1) The Contractor does not provide both inpatient hospital services and physician services.
- 2) The Contractor is a public entity.
- 3) The Contractor is (or is controlled by) one of more federally qualified health centers and meets the solvency standards established by the State for those centers.
- 4) The Contractor has its solvency guaranteed by the State.

**4. Network Adequacy**

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network. (42 C.F.R. § 438.604(a)(5).)

**5. Information on Ownership and Control**

The Contractor shall submit for state review information on its and its subcontractors' ownership and control described in 42 C.F.R. §455.104 and Attachment 13 of this Contract. (42 C.F.R § 438.604(a)(6).)

**6. Annual Report of Overpayment Recoveries**

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (42 C.F.R § 438.604(a)(7).)

**7. Performance Data**

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 Code of Federal Regulations part

**Exhibit A – Attachment 14  
REPORTING REQUIREMENTS**

438.66(c), the Contractor will submit the following to the Department (42 C.F.R. §438.604(b).):

- 1) Enrollment and disenrollment data;
- 2) Member grievance and appeal logs;
- 3) Provider complaint and appeal logs;
- 4) The results of any beneficiary satisfaction survey;
- 5) The results of any provider satisfaction survey;
- 6) Performance on required quality measures;
- 7) Medical management committee reports and minutes;
- 8) The Contractor's annual quality improvement plan;
- 9) Audited financial and encounter data; and
- 10) Customer service performance data.



**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Payment Provisions**

This program may be funded using one or more of the following funding sources: funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, funds from the Mental Health Services Fund, and any other funds from which the Controller makes distributions to the counties in compliance with applicable statute and regulations including Welf. & Inst. Code §§ 5891, 5892 and 14705(a)(2). These funding sources may be used by the Contractor to pay for services and then certify as public expenditures in order to be reimbursed federal funds.

**2. Budget Contingency Clause**

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D(F) which is attached hereto as part of this Contract.

**A. Federal Budget**

If federal funding for FFP reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

**B. Delayed Federal Funding**

Contractor and Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to beneficiaries in the event that there is likely to be a delay in the availability of federal funding.

**3. Federal Financial Participation**

Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement based on actual, total fund expenditures for any covered services or quality assurance, utilization review, Medi-Cal Administrative Activities and/or administrative costs. In accordance the Welf. & Inst. Code § 14705(c), the Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. Pursuant to the

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

Welf. & Inst. Code § 14705(d), the Contractor shall certify to the state that it has incurred public expenditures prior to requesting the reimbursement of federal funds.

**4. Audits and Recovery of Overpayments**

- A. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the California Mental Health Director's Association, determines that those appeals are not cost beneficial.
- 1) Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.
  - 2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.
- B. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
- 1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.
  - 2) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

- 3) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.
- C. Pursuant to the Welf. & Inst. Code § 14170, cost reports submitted to the Department are subject to audit in the manner and form prescribed by the Department. The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the Welf. & Inst. Code § 14170, any audit of Contractor's cost report shall occur within three years of the date of receipt by the Department of the final cost report with signed certification by the Contractor's Mental Health Director and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent. Both signatures are required before the cost report shall be considered final. For purposes of this section, the cost report shall be considered audited once the Department has informed the Contractor of its intent to disallow costs on the cost report, or once the Department has informed the Contractor of its intent to close the audit without disallowances.
- D. If the adjustments result in the Department owing FFP to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

**5. Claims Adjudication Process**

- A. In accordance with the Welf. & Inst. Code §14705(c), claims for federal funds in reimbursement for services shall comply with eligibility and service requirements under applicable federal and state law.
- B. The Contractor shall certify each claim submitted to the Department in accordance with Cal. Code Regs., tit. 9, § 1840.112 and 42 C.F.R. § 433.51, at the time the claims are submitted to the Department. The Contractor's Chief Financial Officer or his or her equivalent, or an individual with authority delegated by the county auditor-controller, shall sign the certification, declaring, under penalty of perjury, that the Contractor has incurred an expenditure to cover the services included in the claims to satisfy the requirements for FFP. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

shall sign the certification, declaring, under penalty of perjury that, to the best of his or her knowledge and belief, the claim is in all respects true, correct, and in accordance with the law and meets the requirements of Cal. Code Regs., tit. 9, § 1840.112(b). The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the beneficiary. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. § 438.604.

- C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with Cal. Code Regs., tit. 9, §1840.112, shall be processed for adjudication.
- D. Good cause justification for late claim submission is governed by applicable federal and state laws and regulations and is subject to approval by the Department.
- E. In the event that the Department or the Contractor determines that changes requiring a change in the Contractor's or Department's obligation must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- F. The Contractor shall comply with Cal. Code Regs., tit. 9, § 1840.304, when submitting claims for FFP for services billed by individual or group providers. The Contractor shall submit service codes from the Health Care Procedure Coding System (HCPCS) published in the most current Mental Health Medi-Cal billing manual.

**6. Payment Data Certification**

Contractor shall certify the data it provides to the Department to be used in determining payment of FFP to the Contractor, in accordance with 42 C.F.R. §§ 438.604 and 438.606.

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**7. System Changes**

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for the cost of providing covered services the Department and the Contractor agree to negotiate, pursuant to the Welf. & Inst. Code § 14714(c) regarding (a) changes required to remain in compliance with the new law or changes in existing obligations, (b) projected programmatic and fiscal impacts, (c) necessary contract amendments. To the extent that contract amendments are necessary, the parties agree to act to ensure appropriate amendments are made to accommodate any changes required by law or regulation.

**8. Administrative Reimbursement**

- A. The Contractor may submit claims for reimbursement of Medical Administrative Activities (MAA) pursuant to Welf. & Inst. Code § 14132.47. The Contractor shall not submit claims for MAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MAA that are not consistent with the Contractor's approved MAA claiming plan. The Contractor shall not use the relative value methodology to report its MAA costs on the year-end cost report. Rather, the Contractor shall calculate and report MAA units on the cost report by multiplying the amount of time (minutes, hours, etc.) spent on MAA activities by the salary plus benefits of the staff performing the activity and then allocating indirect administrative and other appropriately allocated costs.
- B. Pursuant to the Welf. & Inst. Code § 14711(c), administrative costs shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medicaid state plans and waivers and shall be limited to 15 percent of the total actual cost of direct client services. The cost of performing quality assurance and utilization review activities shall be reimbursed separately and shall not be included in administrative costs.

**9. Notification of Request for Contract Amendment**

In addition to the provisions in Exhibit E, Additional Provisions, both parties agree to notify the other party whenever an amendment to this contract is to be requested so that informal discussion and consultation can occur prior to a formal amendment process.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

**1. Additional Incorporated Exhibits**

A. The following additional exhibits are attached, incorporated herein, and made a part hereof by this reference:

1) Exhibit A, Attachment 9	Documentation Requirements	7 page(s)
2) Exhibit A, Attachment 10	Coordination And Continuity Of Care	2 page(s)
3) Exhibit A, Attachment 11	Information Requirements	10 pages
4) Exhibit A, Attachment 12	Beneficiary Problem Resolution	21 page
5) Exhibit A, Attachment 13	Program Integrity	7 pages
6) Exhibit A, Attachment 14	Reporting Requirements	3 pages
7) Exhibit B	Budget Detail And Payment Provisions	5 pages
8) Exhibit C *	General Terms And Conditions	<a href="#">GTC 04/2017</a>
9) Exhibit D (F)	Special Terms And Conditions (Attached hereto as part of this agreement) (Notwithstanding Provisions 2, 3, 4, 6 ,8, 12, 14, 22, 25, 29, and 30 which do not apply to this agreement.)	26 pages
10) Exhibit E	Additional Provisions (Program Terms And Conditions)	16 pages
11) Exhibit E, Attachment 1	Definitions	4 pages
12) Exhibit E, Attachment 2	Service Definitions	6 pages
13) Exhibit F	HIPAA Business Associate Addendum	27 pages
14) Exhibit F, Attachment B	Information Security Exchange Agreement between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS)	101 pages

**2. Amendment Process**

Should either party, during the term of this Contract, desire a change or amendment to the terms of this Contract, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether

**Exhibit E**  
**ADDITIONAL PROVISIONS**

the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

**3. Cancellation/Termination**

A. General Provisions

- 1) As required by, if the Contractor decides not to contract with the Department, does not renew its contract, or is unable to meet the standards set by the Department, the Contractor agrees to inform the Department of this decision in writing. (Welf. & Inst. Code § 14712(c)(1).)
- 2) If the Contractor is unwilling to contract for the delivery of specialty mental health services or if the Department or Contractor determines that the Contractor is unable to adequately provide specialty mental health services or that the Contractor does not meet the standards the Department deems necessary for a mental health plan, the Department shall ensure that specialty mental health services are provided to Medi-Cal beneficiaries. (Welf. & Inst. Code § 147122(c)(2), (3).)
- 3) The Department may contract with qualifying individual counties, counties acting jointly, or other qualified entities approved by the Department for the delivery of specialty mental health services in any county that is unable or unwilling to contract with the Department. The Contractor may not subsequently contract to provide specialty mental health services unless the Department elects to contract with the Contractor. (Welf. & Inst. Code § 147122(c)(4).)
- 4) If the Contractor does not contract with the Department to provide specialty mental health services, the Department will work with the Department of Finance and the Controller to obtain funds from the Contractor in accordance with Government (Govt.) Code 30027.10. (Welf. & Inst. Code § 147122(d).)

B. Contract Renewal

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- 1) This contract may be renewed if the Contractor continues to meet the statutory and regulatory requirements governing this contract, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. (42 C.F.R. § 438.708; Welf. & Inst. Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract. (Welf. & Inst. Code § 14714(b)(1).)
- 2) In the event the contract is not renewed based on the reasons specified in (1), the Department will notify the Department of Finance, the fiscal and policy committees of the Legislature, and the Controller of the amounts to be sequestered from the Mental Health Subaccount, the Mental Health Equity Account, and the Vehicle License Fee Collection Account of the Local Revenue Fund and the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, and the Controller will sequester those funds in the Behavioral Health Subaccount pursuant to Govt. Code § 30027.10. Upon this sequestration, the Department will use the funds in accordance with Govt. Code § 30027.10. (Welf. & Inst. Code § 14714(b)(3).)

**C. Contract Amendment Negotiations**

Should either party during the life of this contract desire a change in this contract, such change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal in writing within 10 days and shall have 60 days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period, and shall be confirmed in writing within five days thereafter. The party proposing any such change shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party. Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed change, a complete statement of costs and benefits of the proposed change and the text of the desired amendment to this contract that would provide for the change. If the proposal is accepted, this contract shall be amended to provide for the change mutually agreed to by the parties on the condition that the



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amendment is approved by the Department of General Services, if necessary.

**D. Contract Termination**

The Department or the Contractor may terminate this contract in accordance with, and within the given timeframes provided in California Code of Regulations, title 9, section 1810.323.

- 1) DHCS reserves the right to cancel or terminate this Contract immediately for cause.
- 2) The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Contract.
- 3) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall identify any final performance, invoicing or payment requirements.
- 4) Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel, or if cancelation is not possible reduce, subsequent contract costs.
- 5) In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.
- 6) The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal beneficiaries. Termination of the contract for other reasons will be subject to reasonable notice to the Contractor of the Department's intent to terminate, as well as notification to affected beneficiaries. (Welf. & Inst. Code § 14714(d).)

**E. Termination of Obligations**

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- 1) All obligations to provide covered services under this contract shall automatically terminate on the effective date of any termination of this contract. The Contractor shall be responsible for providing covered services to beneficiaries until the termination or expiration of the contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries prior to such expiration or termination.
- 2) When Contractor terminates a subcontract with a provider, Contractor shall make a good faith effort to provide notice of this termination, within 15 days, to the persons that Contractor, based on available information, determines have recently been receiving services from that provider.

**F. Contract Disputes**

Should a dispute arise between the Contractor and the Department relating to performance under this contract, other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, California Code of Regulations, title 9, or the processes governing the audit appeals process in Chapter 9 of Division 1, California Code of Regulations, title 9 the Contractor shall follow the Dispute Resolution Process outlined in provision number 15 of Exhibit D(F) which is attached hereto as part of this contract.

**4. Fulfillment of Obligation**

No covenant, condition, duty, obligation, or undertaking continued or made a part of this contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

**5. Additional Provisions**

**A. Inspection Rights/Record Keeping Requirements**

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- 1) Provision number seven (Audit and Record Retention) of Exhibit D(F), which is attached hereto as part of this Contract, supplements the following requirements.
- 2) The Contractor, and subcontractors, shall allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.
- 3) The Contractor, and subcontractors, shall retain, all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records identified in Attachment 12, Section 2 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion

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of all legal remedies, whichever is later. (42 C.F.R. § 438.3(u); See also § 438.3(h).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

**B.    Notices**

Unless otherwise specified in this contract, all notices to be given under this contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services  
Mental Health Services Division  
1500 Capitol Avenue, MS 2702  
P.O. Box 997413  
Sacramento, CA 95899-7413

Shasta County Health and Human  
Services Agency  
P.O. Box 496048  
Redding, CA 96049-6048

**C.    Nondiscrimination**

- 1)    Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
- 2)    The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services,

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effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- 3) The Contractor shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.
- 4) Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, title 9, sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.

**D. Relationship of the Parties**

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

**E. Waiver of Default**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this contract.

**6. Duties of the State**

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In discharging its obligations under this contract, and in addition to the obligations set forth in other parts of this contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

B. Reviews

The Department shall conduct reviews of access to and quality of care in Contractor's county at least once every three years and issue reports to the Contractor detailing findings, recommendations, and corrective action, as appropriate, pursuant to California Code of Regulations, title 9, sections 1810.380 and 1810.385. The Department shall also arrange for an annual external quality review of the Contractor as required by 42 Code of Federal Regulations, part 438.350 and California Code of Regulations, title 9, section 1810.380(a)(7).

C. Monitoring for Compliance

When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Cal. Code Reg., tit. 9, § 1810.380. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Reg., tit. 9, § 1810.385.

D. The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. § 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

E. If the Contractor has not previously implemented a Mental Health Plan or Contractor will provide or arrange for the provision of covered benefits to new eligibility groups, then the Contractor shall develop an Implementation

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Plan (as defined in Cal. Code Regs., tit. 9, § 1810.221) that is consistent with the readiness review requirements set forth in 42 Code of Federal Regulations, part 438.66(d)(4), and the requirements of Cal. Code Regs., tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1), (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan. Notices of Approval, Notices of Disapproval and requests for additional information shall be forwarded to the Contractor within 60 days of the receipt of the Implementation Plan. (Cal. Code Regs., tit. 9, § 1810.310(b).) A Contractor shall submit proposed changes to its approved Implementation Plan in writing to the Department for review. A Contractor shall submit proposed changes in the policies, processes or procedures that would modify the Contractor's current Implementation Plan prior to implementing the proposed changes. (See Cal. Code Regs., tit. 9, § 1810.310 (b)-(c)).

- F. The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to Cal. Code Regs., tit. 9, § 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.
- G. Certification of Organizational Provider Sites Owned or Operated by the Contractor
  - 1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with California Code of Regulations, title 9, section 1810.435, and the requirements specified in Exhibit A, Attachment 3, Section 6 of this contract. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by Cal. Code Regs., tit. 9, § 1810.435(e), shall be conducted of any site owned, leased, or operated by the Contractor and used for to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.

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- 2) The Department may allow the Contractor to begin delivering covered services to beneficiaries at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.
- 3) The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.
- 4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

**H. Excluded Providers**

- 1) If the Department learns that the Contractor has a prohibited affiliation, as described in Attachment 1, Section 2, the Department:
  - a) Must notify the Secretary of the noncompliance.
  - b) May continue an existing agreement with the Contractor unless the Secretary directs otherwise.
  - c) May not renew or otherwise extend the duration of an existing agreement with the Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.
  - d) Nothing in this section must be construed to limit or otherwise affect any remedies available to the U.S. under



**Exhibit E  
ADDITIONAL PROVISIONS**

sections 1128, 1128A or 1128B of the Act. (42 C.F.R.  
§438.610(d).)

**I. Sanctions**

The Department shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations, in accordance with Welf. & Inst. Code § 14712(e) and Cal. Code Regs., tit. 9, §§ 1810.380 and 1810.385.

**J. Notification**

The Department shall notify beneficiaries of their Medi-Cal specialty mental health benefits and options available upon termination or expiration of this contract.

**K. Performance Measurement**

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

**7. State and Federal Law Governing this Contract**

- A. Contractor agrees to comply with all applicable federal and state law, including the applicable sections of the state plan and waiver, including but not limited to the statutes and regulations incorporated by reference below in Sections C, E, and F, in its provision of services as the Mental Health Plan. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations. These obligations shall not apply without the need for a Contract amendment(s). To the extent there is a conflict between federal or state law or regulation and a provision in this contract, Contractor shall comply with the federal or state law or regulation and the conflicting Contract provision shall no longer be in effect.
- B. Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to

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State or federal statutes or regulations, or pursuant to judicial interpretation.

**C. Federal law:**

- 1) Title 42 United States Code, to the extent that these requirements are applicable;
- 2) 42 C.F.R. to the extent that these requirements are applicable;
- 3) 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph D and E, below.
- 4) 42 C.F.R. § 455 to the extent that these requirements are applicable;
- 5) Title VI of the Civil Rights Act of 1964
- 6) Title IX of the Education Amendments of 1972
- 7) Age Discrimination Act of 1975
- 8) Rehabilitation Act of 1973
- 9) Americans with Disabilities Act
- 10) Section 1557 of the Patient Protection and Affordable Care Act
- 11) Deficit Reduction Act of 2005;
- 12) Balanced Budget Act of 1997.
- 13) The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
- 14) The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by

**Exhibit E**  
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the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

- 15) The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.
- 16) Any applicable federal and state laws that pertain to beneficiary rights.

D. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:

- 1) §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts
- 2) §438.3(c) Standard Contract Provisions - Payment
- 3) §438.3(g) Standard Contract Provisions - Provider preventable conditions
- 4) §438.3(o) Standard Contract Provisions - LTSS contract requirements
- 5) §438.3(p) Standard Contract Provisions – Special rules for HIOs
- 6) §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs
- 7) §438.4 Actuarial Soundness
- 8) §438.5 Rate Development Standards
- 9) §438.6 Special Contract Provisions Related to Payment
- 10) §438.7 Rate Certification Submission

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**ADDITIONAL PROVISIONS**

- 11) §438.8 Medical Loss Ratio Standards
  - 12) §438.9 Provisions that Apply to Non-emergency Medical Transportation
  - 13) §438.50 State Plan Requirements
  - 14) §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities
  - 15) §438.56 Disenrollment: requirements and limitations
  - 16) §438.70 Stakeholder engagement when LTSS is delivered through a managed care program
  - 17) 438.74 State Oversight of the Minimum MLR Requirements
  - 18) §438.104 Marketing
  - 19) §438.110 Member advisory committee
  - 20) §438.114 Emergency and Post-Stabilization
  - 21) §438.362 Exemption from External Quality Review
  - 22) §438.700-730 Basis for Imposition of Sanctions
  - 23) §438.802 Basic Requirements
  - 24) §438.810 Expenditures for Enrollment Broker Services
  - 25) §438.816 Expenditures for the beneficiary support system for enrollees using LTSS
- E. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:
- 1) Long Terms Services and Supports
  - 2) Managed Long Terms Services and Supports
  - 3) Actuarially Sound Capitation Rates

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 4) Medical Loss Ratio
  - 5) Religious or Moral Objections to Delivering Services
  - 6) Family Planning Services
  - 7) Drug Formularies and Covered Outpatient Drugs
- F. Pursuant to Welfare & Institutions Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.
- G. State Law:
- 1) Division 5, Welfare & Institutions Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
  - 2) Welf. & Inst. Code §§ 14680-14685.1
  - 3) Welf. & Inst. Code §§ 14700-14726
  - 4) Chapter 7, Part 3, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
  - 5) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services
  - 6) Cal. Code Regs., tit. 22, §§ 50951 and 50953
  - 7) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

**Exhibit E – Attachment 1  
DEFINITIONS**

1. The following definitions and the definitions contained in California Code of Regulations, title 9, sections 1810.100-1850.535 shall apply in this contract. If there is a conflict between the following definitions and the definitions in California Code of Regulations, title 9, sections 1810.100-1850.535, the definitions below will apply.
  - A. “Advance Directives” means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the healthcare when the individual is incapacitated.
  - B. “Abuse” means, as the term described in, provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)
  - C. “Appeal” means a review by the Contractor of an adverse benefit determination.
  - D. “Beneficiary” means a Medi-Cal recipient who is currently receiving services from the Contractor.
  - E. "Contractor" means Shasta County Health and Human Services Agency.
  - F. "Covered Specialty Mental Health Services" are defined in Exhibit E, Attachment 2.
  - G. "Department" means the California Department of Health Care Services (DHCS).
  - H. “Director” means the Director of DHCS.
  - I. “Emergency” means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency (Health & Safety Code § 1797.07).
  - J. “Fraud” means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that

**Exhibit E – Attachment 1  
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constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

- K. “Grievance” means an expression of dissatisfaction about any matter other than adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the beneficiary’s rights regardless of whether remedial action is requested. Grievance includes a beneficiary’s right to dispute an extension of time proposed by the Contractor to make an authorization decision. (42 C.F.R. § 438.400)
- L. “Habilitative services and devices” help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))
- M. “HHS” means the United States Department of Health and Human Service
- N. “Specialist” means a psychiatrist who has a license as a physician and surgeon in this state and shows evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association, or the American Osteopathic Association. (Cal. Code Regs., tit. 9 § 623.)
- O. A “Network Provider” means any provider, group of providers, or entity that has a network provider agreement with a Mental Health Plan, or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the Department’s contract with a Mental Health Plan. A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2)
- P. “Out-of-network provider” means a provider or group of providers that does not have a network provider agreement with a Mental Health Plan, or with a subcontractor. (A provider may be “out of network” for one Mental Health Plan, but in the network of another Mental Health Plan.)
- Q. “Out-of-plan provider” has the same meaning as out-of-network provider.
- R. “Provider” means a person or entity who is licensed, certified, or otherwise recognized or authorized under state law governing the healing arts to provide specialty mental health services and who meets the standards for

**Exhibit E – Attachment 1  
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participation in the Medi-Cal program as described in California Code of Regulations, title 9, Division 1, Chapters 10 or 11 and in Division 3, Subdivision 1 of Title 22, beginning with Section 50000. Provider includes but is not limited to licensed mental health professionals, clinics, hospital outpatient departments, certified day treatment facilities, certified residential treatment facilities, skilled nursing facilities, psychiatric health facilities, general acute care hospitals, and acute psychiatric hospitals. The MHP is a provider when direct services are provided to beneficiaries by employees of the Mental Health Plan.

- S. "Overpayment" means any payment made to a network provider by a Mental Health Plan to which the provider is not entitled under Title XIX of the Act or any payment to a Mental Health Plan by a State to which the Mental Health Plan is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)
- T. "Physician Incentive Plans" mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.
- U. "PIHP" means Prepaid Inpatient Health Plan. . A Prepaid Inpatient Health Plan is an entity that:
  - 1) Provides medical services to beneficiaries under contract with the Department of Health Care Services, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;
  - 2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its beneficiaries; and
  - 3) Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)
- V. "Rehabilitation" means a recovery or resiliency focused service activity identified to address a mental health need in the client plan. This service activity provides assistance in restoring, improving, and/or preserving a beneficiary's functional, social, communication, or daily living skills to enhance self-sufficiency or self regulation in multiple life domains relevant to the developmental age and needs of the beneficiary. Rehabilitation also includes support resources, and/or medication education. Rehabilitation may be provided to a beneficiary or a group of beneficiaries. (California's



**Exhibit E – Attachment 1  
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Medicaid State Plan, State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3, p. 2a.)

- W. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.
- X. "Subcontract" means an agreement entered into by the Contractor with any of the following:
- 1) Any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this contract.
  - 2) “Subcontractor” means an individual or entity that has a contract with an MCO, PIHP, PAHP, or PCCM entity that relates directly or indirectly to the performance of the MCO's, PIHP's, PAHP's, or PCCM entity's obligations under its contract with the State. A network provider is not a subcontractor by virtue of the network provider agreement with the MCO, PIHP, or PAHP. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term “subcontractor” shall include network providers.

**Exhibit E – Attachment 2  
SERVICE DEFINITIONS**

1. The Contractor shall provide, or arrange and pay for, the following medically necessary covered Specialty Mental Health Services to beneficiaries of Shasta County. Services shall be provided based on medical necessity criteria, in accordance with an individualized Client Plan, and approved and authorized according to State of California requirements. Services include:
  - A. Mental Health Services Individual or group therapies and interventions are designed to provide a reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. These services are separate from those provided as components of adult residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not limited to:
    - 1) Assessment - A service activity designed to evaluate the current status of mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the clinical history, analysis of relevant cultural issues and history; diagnosis; and the use of mental health testing procedures.
    - 2) Plan Development - A service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of progress.
    - 3) Therapy - A service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to reduce functional impairments. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
    - 4) Rehabilitation - A service activity that includes, but is not limited to, assistance, improving, maintaining or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
    - 5) Collateral - A service activity involving a significant support person in the beneficiary's life for the purpose of addressing the mental health needs of the beneficiary in terms of achieving goals of the beneficiary's client plan. Collateral may include, but is not limited

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SERVICE DEFINITIONS**

to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.

- B. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; obtaining informed consent; instruction in the use, risks and benefits of, and alternatives for, medication; collateral and plan development related to the delivery of service and/or assessment for the client; prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals; and medication education.
- C. Day Treatment Intensive are a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- D. Day Rehabilitation services are a structured program of rehabilitation and therapy with services to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

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SERVICE DEFINITIONS**

- E. Crisis Intervention services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include, but are not limited to, assessment, collateral and therapy. Crisis Intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.
- F. Crisis Stabilization services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires a more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral, and therapy. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- G. Adult Residential Treatment Services are rehabilitative services provided in a non-institutional, residential setting for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not receiving residential treatment services. The services include a wide range of activities and services that support beneficiaries in their effort to restore, maintain, and apply interpersonal and independent living skills and to access community support systems. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- H. Crisis Residential services provide an alternative to acute psychiatric hospital services for beneficiaries who otherwise would require hospitalization. The CRS programs for adults provide normalized living environments, integrated into residential communities. The services follow a social rehabilitation model that integrates aspects of emergency psychiatric care, psychosocial rehabilitation, milieu therapy, case management and practical social work.
- I. Psychiatric Health Facility Services—A Psychiatric Health Facility is a facility licensed under the provisions beginning with Section 77001 of Chapter 9, Division 5, Title 22 of the California Code of Regulations. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility on an inpatient basis to beneficiaries who need acute care, which meets the criteria of Section 1820.205 of Chapter 11, Division 1, Title 9 of the California Code of Regulations, and whose physical health needs can be met in an affiliated

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SERVICE DEFINITIONS**

general acute care hospital or in outpatient settings. These services are separate from those categorized as “Psychiatric Inpatient Hospital”.

- J. Intensive Care Coordination (ICC) is a targeted case management service that facilitates assessment of, care planning for and coordination of services to beneficiaries under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Core Practice Model (CPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a youth, his/her family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child/youth and family in attaining their goals. ICC also provides an ICC coordinator who:
- 1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/youth driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child/youth;
  - 2) Facilitates a collaborative relationship among the child/youth, his/her family and systems involved in providing services to the child/youth;
  - 3) Supports the parent/caregiver in meeting their child/youth’s needs;
  - 4) Helps establish the CFT and provides ongoing support; and
  - 5) Organizes and matches care across providers and child serving systems to allow the child/youth to be served in his/her community
- K. Intensive Home Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child/youth’s functioning and are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and improving the child/youth’s family’s ability to help the

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child/youth successfully function in the home and community. IHBS services are provided according to an individualized treatment plan developed in accordance with the Core Practice Model (CPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. IHBS is provided to beneficiaries under 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service.

- L. Therapeutic Behavioral Services (TBS) are intensive, individualized, short-term outpatient treatment interventions for beneficiaries up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services to accomplish outcomes specified in the written treatment plan.
- M. Therapeutic Foster Care (TFC) Services model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized SMHS activities (plan development, rehabilitation and collateral) to children and youth up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child or youth. The TFC parent will provide trauma informed interventions that are medically necessary for the child or youth. TFC is intended for children and youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain SMHS activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).
- N. Psychiatric Inpatient Hospital Psychiatric Inpatient Hospital Services include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to beneficiaries for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to beneficiaries who were admitted to the hospital for an acute psychiatric inpatient hospital service and the beneficiary's stay at the hospital must be continued beyond the beneficiary's need for acute

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**SERVICE DEFINITIONS**

psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the beneficiary.

Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. MHPs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. MHPs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals, the daily rate includes the cost of any needed professional services. The FFS/MC hospital daily rate does not include professional services, which are billed separately from the FFS/MC inpatient hospital services via the SD/MC claiming system.

- O. Targeted Case Management Targeted case management is a service that assists a beneficiary in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to services and the service delivery system; monitoring of the beneficiary's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the MHP to be qualified to provide the service, consistent with the scope of practice and state law.

**GTC 04/2017**

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## Special Terms and Conditions

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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2. Travel and Per Diem Reimbursement	18. Novation Requirements
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4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
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## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
  - (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
  - c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall

make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### 4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
  - (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
  - c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
  - d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
    - (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.
  - e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.



- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
    - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>.
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:  
  
"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this

Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

## **8. Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## **9. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required

for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by

Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### **11. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

### **12. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.



### 13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

### 14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

### 15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's

decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

#### 16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, ***and/or***
  - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, ***and/or***
  - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

- (4) If the Contractor submits to DHCS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
  - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
  - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
  - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## 17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## 18. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

## 19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

## 20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

## 21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

## 22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

## 23. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

**24. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**25. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**26. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**27. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

## 29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

## 30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**31. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
    - (a) Cancel, extend, or modify the suspension or stop work notification; or
    - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.



- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **32. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

#### **a. Certification and Disclosure Requirements**

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1**  
**State of California**  
**Department of Health Care Services**

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Shasta County Health and Human Services Agency Donnell Ewert  
 Name of Contractor Printed Name of Person Signing for Contractor

17-94616	
Contract / Grant Number	Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Health and Human Services Agency Director  
Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services  
Mental Health Services Division/Program Policy Unit  
Attn: Dee Taylor  
1500 Capitol Avenue, MS 2702  
P.O. Box Number 997413  
Sacramento, CA 95899-7413

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure)

Approved by OMB  
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.	
4. Name and Address of Reporting Entity:  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:  Congressional District, If known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:   Congressional District, If known:		
6. Federal Department/Agency			7. Federal Program Name/Description:  CDFA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known:  \$		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.			Signature: _____		
			Print Name: _____		
			Title: _____		
			Telephone No.: _____ Date: _____		
<b>Federal Use Only</b>					Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**EXHIBIT F****Privacy and Information Security Provisions****Part I: HIPAA Business Associate Addendum****1. Recitals**

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ('the HITECH Act'), 42 U.S.C. § 17921 et seq., and their implementing privacy and security regulations at 45 C.F.R. Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor performs functions or activities on behalf of the Department pursuant to this Agreement that are described in the definition of "business associate" in 45 C.F.R. § 160.103, including but not limited to utilization review, quality assurance, or benefit management.
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit F, Part I of this Agreement. This information is hereafter referred to as "Department PHI".
- C. To the extent Contractor performs the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit F, Part I of this Agreement, Contractor is the Business Associate of the Department acting on the Department's behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department and creates, receives, maintains, transmits, uses or discloses PHI and ePHI in the provision of such services or in the performance of such functions or activities. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Part I is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 C.F.R. Parts 160 and 164 and the HITECH Act.
- E. The terms used in this Part I, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

**EXHIBIT F****Privacy and Information Security Provisions****2. Definitions**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit F, Part I of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 C.F.R. § 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 C.F.R. § 160.103.
- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 C.F.R. § 160.103 and as defined under HIPAA.

**EXHIBIT F****Privacy and Information Security Provisions**

- J. Required by law, as set forth under 45 C.F.R. § 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit F, Part I of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 C.F.R. Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. § 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

**3. Terms of Agreement**

- A. **Permitted Uses and Disclosures of Department PHI by Contractor.** Except as otherwise indicated in this Exhibit F, Part I, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit F, Part I of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 C.F.R. § 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit F, Part I, Contractor may:



**EXHIBIT F****Privacy and Information Security Provisions**

- 1) **Use and disclose for management and administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department.

**C. Prohibited Uses and Disclosures**

- 1) Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. §§ 17935(a) and 45 C.F.R. § 164.522(a).
- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI, except with the prior written consent of the Department and as permitted by 42 U.S.C. § 17935(d)(2).

**D. Responsibilities of Contractor**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 C.F.R. §§ 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards,

**EXHIBIT F****Privacy and Information Security Provisions**

implementation specifications and other requirements of 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a) Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
  - b) Achieving and maintaining compliance with the HIPAA Security Rule (45 C.F.R. Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and
  - c) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 1) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 2) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit F, Part I.
- 3) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit F, Part I of which it becomes aware.
- 4) **Contractor's Agents and Subcontractors.**
  - a) To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor

**EXHIBIT F****Privacy and Information Security Provisions**

with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit F, Part I into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

- b) In accordance with 45 C.F.R. § 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
  - i. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
  - ii. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

5) **Availability of Information to the Department and Individuals to Provide Access and Information:**

- a) To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 C.F.R. § 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

**EXHIBIT F****Privacy and Information Security Provisions**

- a) If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. § 17935(e). This section shall be effective as of the date that 42 U.S.C. § 17935(e) and its implementing regulations apply to the Department.
- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 C.F.R. § 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an Individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. § 164.528 and 42 U.S.C. § 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for the Department after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting. This section shall be effective only as of the date that 42 U.S.C. § 17935(c) and its implementing regulations apply to the Department.
- 1) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and

**EXHIBIT F****Privacy and Information Security Provisions**

prompt reporting of any breach or security incident, and to take the following steps:

- a) **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F, Part I, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.
- b) Notice shall be provided to the Department Program Contract Manager and the Department Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov)), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:  
  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>
- c) Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI , Contractor shall take:
  - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d) **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of

**EXHIBIT F****Privacy and Information Security Provisions**

the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Program Contract Manager and the Department Information Security Officer.

- e) **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Department Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten(10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
- f) **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. § 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured Department PHI involves more than 500 residents of the State of California or its jurisdiction, Contractor shall notify the Secretary of the breach immediately upon discovery of the breach. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

**EXHIBIT F****Privacy and Information Security Provisions**

- g) **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42 U.S.C. § 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The Department Program Contract Manager and the Department Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- h) **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<b>Department Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Exhibit A, Scope of Work for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Service Desk (916) 440-7000 or (800)

- 13) **Termination of Agreement.** In accordance with § 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit F, Part I, it shall take the following steps:

**EXHIBIT F****Privacy and Information Security Provisions**

- a) Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
  - b) Immediately terminate the Agreement if the Department has breached a material term of the Exhibit F, Part I and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

**E. Obligations of the Department**

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.
- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

**F. Audits, Inspection and Enforcement**

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of



**EXHIBIT F****Privacy and Information Security Provisions**

Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit F, Part I, Contractor shall notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. § 17934(c).

**G. Termination**

- 1) **Term.** The Term of this Exhibit F, Part I, shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).
- 2) **Termination for Cause.** In accordance with 45 C.F.R. § 164.504(e)(1)(ii), upon the Department's knowledge of a material breach or violation of this Exhibit F, Part I, by Contractor, the Department shall:
  - a) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or
  - b) Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit F, Part I, and cure is not possible.

**EXHIBIT F****Privacy and Information Security Provisions****Part II: Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA****1. Recitals**

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§ 1798 et seq.).
  - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA, is attached to this Exhibit F as Attachment B and is hereby incorporated in this Agreement.
- B. The purpose of this Exhibit F, Part II is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit F, Part I of this Agreement, the HIPAA Business Associate Addendum.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.
- D. The terms used in this Exhibit F, Part II, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and

**EXHIBIT F****Privacy and Information Security Provisions**

Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

**2. Definitions**

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.
- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production

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of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

**3. Terms of Agreement****A. Permitted Uses and Disclosures of Department PI and PII by Contractor**

Except as otherwise indicated in this Exhibit F, Part II, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

**B. Responsibilities of Contractor**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of Section 3, Security, below. Contractor will provide DHCS with its current policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a) Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements; and

**EXHIBIT F****Privacy and Information Security Provisions**

- b) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- c) If the data obtained by User(s) from DHCS includes PII, User(s) shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA), which are attached as Attachment B and are incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information.
- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit F, Part II.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit F, Part II on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of

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errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).

- 8) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
- a) **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit F, Part I, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.
  - b) Notice shall be provided to the Department Program Contract Manager and the Department Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>
  - c) Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI , Contractor shall take:
    - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

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- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d) **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Program Contract Manager and the Department Information Security Officer:
- e) **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Department Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten(10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
- f) **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, § 1798.29(a) – (d) and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Department Program Contract Manager and the Department Information Security Officer and Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications

**EXHIBIT F****Privacy and Information Security Provisions**

are made. The Department will provide its review and approval expeditiously and without unreasonable delay. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- g) **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<b>Department Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Exhibit A, Scope of Work for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Service Desk (916) 440-7000 or (800)

9. **Designation of Individual Responsible for Security.** Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit F, Part II and for communicating on security matters with the Department.



**EXHIBIT F****Privacy and Information Security Provisions****Part III: Miscellaneous Terms and Conditions Applicable to Exhibit F****1. Disclaimer**

The Department makes no warranty or representation that compliance by Contractor with this Exhibit F, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI.

**2. Amendment**

A. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit F may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit F embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. The Department may terminate this Agreement upon thirty (30) days written notice in the event:

- 1) Contractor does not promptly enter into negotiations to amend this Exhibit F when requested by the Department pursuant to this section; or
- 2) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

**3. Judicial or Administrative Proceedings**

Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

**4. Assistance in Litigation or Administrative Proceedings**

Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the

**EXHIBIT F****Privacy and Information Security Provisions**

Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

**5. No Third-Party Beneficiaries**

Nothing express or implied in the terms and conditions of this Exhibit F is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**6. Interpretation**

The terms and conditions in this Exhibit F shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit F shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.

**7. Conflict**

In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

**8. Regulatory References**

A reference in the terms and conditions of this Exhibit F to a section in the HIPAA regulations means the section as in effect or as amended.

**9. Survival**

The respective rights and obligations of Contractor under Section 3, Item D of Exhibit F, Part I, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

**10. No Waiver of Obligations**

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**11. Audits, Inspection and Enforcement**

**EXHIBIT F****Privacy and Information Security Provisions**

From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit F. Contractor shall promptly remedy any violation of any provision of this Exhibit F. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit F. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit F.

**12. Due Diligence**

Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit F and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit F.

**13. Term**

The Term of this Exhibit F shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.

**14. Effect of Termination**

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit F to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

**EXHIBIT F****Privacy and Information Security Provisions****Attachment A****Business Associate Data Security Requirements****1. Personnel Controls**

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

**2. Technical Security Controls**

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.
- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

**EXHIBIT F****Privacy and Information Security Provisions**

- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- 1) Upper case letters (A-Z)
  - 2) Lower case letters (a-z)
  - 3) Arabic numerals (0-9)
  - 4) Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.

**EXHIBIT F****Privacy and Information Security Provisions**

- I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**3. Audit Controls**

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**EXHIBIT F****Privacy and Information Security Provisions****4. Business Continuity / Disaster Recovery Controls**

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

**5. Paper Document Controls**

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

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Privacy and Information Security Provisions

Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.



CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <i>Shasta County Health and Human Services Agency</i>		<i>Federal ID Number</i> <i>94-6000535</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Donnell Ewert, MPH, Health and Human Services Agency Director</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> <i>Shasta</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**SALARY RESOLUTION NO.****A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA  
AMENDING THE SHASTA COUNTY POSITION ALLOCATION LIST**

**BE IT RESOLVED** that effective July 22, 2018, the following amendments are made to the Shasta County Position Allocation List for positions in County service:

<u>Classification Title</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<b><u>MENTAL HEALTH – Cost Center 410</u></b>							
<b><u>ADD</u></b>							
Clinical Program Coordinator	1	1.0		SUPV	572	6382	8147
Staff Services Analyst I or				UPEC	425	3208	4095
Staff Services Analyst II	1	1.0		UPEC	455	3714	4740

**DULY PASSED AND ADOPTED** this 17<sup>th</sup> day of July, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy



# Health and Human Services Agency

Donnell Ewert, M.P.H., Director

## Business and Support Services Branch

Tracy Tedder, Branch Director

1810 Market Street  
Redding, CA 96001-1930  
P.O. Box 496005  
Redding, CA 96049-6005  
Phone: (530) 229-8419  
Fax: (530) 225-5555  
CA Relay Service: (800) 735-2922

## Memorandum

To: Larry Lees, County Executive Officer  
Brian Muir, Auditor-Controller

From: Tracy Tedder, Director, HHSA Business & Support Services

Date: July 5, 2018

Subject: Budget Amendment

A handwritten signature in blue ink, appearing to read "Tracy Tedder", is written over the "From:" line of the memorandum.

Please prepare a FY 2018-2019 budget amendment for Mental Health (BU-410) (per attached) in the amount of \$197,644 for the addition of a Clinical Program Coordinator and a Staff Services Analyst I/II for the operation of the Mental Health Plan for the delivery of specialty mental health services to Medi-Cal beneficiaries. This increase in appropriations will be offset by \$189,038 in state and federal revenue and use of Mental Health-Restricted State Realignment 1991/2011 fund balance in the amount of \$8,606. This budget amendment is going to the Board of Supervisors Office for consideration on 07/24/18.

Thank you.

cc: Terri Howat, County Chief Fiscal Officer  
Julie Hope, Principal Administrative Analyst

County of Shasta

**Budget Amendment**

MENTAL HEALTH

DEPARTMENT NAME

**APPROPRIATIONS**

INCREASE &lt;DECREASE&gt;

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
41029	011000	REGULAR SALARIES	688,257	816,372	128,115
41029	018100	EMPLOYER SHARE FICA	53,093	62,894	9,801
41029	018201	EMPLOYER SHARE RETIREMENT	137,698	163,119	25,421
41029	018205	EMPLOYER SHARE 401A	431	1,700	1,269
41029	018300	EMPLOYER SHARE HEALTH INSUR	164,885	192,339	27,454
41029	018307	EMPLOYER SHR OTHER POST EMP BEN	20,650	24,493	3,843
41029	018400	EMPLOYER SHR UNEMPLOYMENT INS	1,076	1,275	199
41029	018500	WORKERS COMP EXPOSURE	5,831	6,907	1,076
41029	033102	INSUR XP LIABILITY EXPOSURE	1,805	2,271	466
<b>TOTAL</b>					<b>197,644</b>

**REVENUE**

INCREASE &lt;DECREASE&gt;

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD	AMOUNT OF TRANSFER
41029	552100	FEDERAL MEDI-CAL	922,358	1,076,996	154,638
41000	536301	STATE FFS MEDI CAL ALLOCATION	50,000	84,400	34,400
<b>TOTAL</b>					<b>189,038</b>

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
APPROVING AND AUTHORIZING THE AGREEMENT NO. 17-94616 BETWEEN  
THE COUNTY OF SHASTA THROUGH ITS HEALTH AND HUMAN SERVICES  
AGENCY AND CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR  
MEDI-CAL COVERED SPECIALTY MENTAL HEALTH SERVICES THROUGH THE  
MENTAL HEALTH PLAN IN SHASTA COUNTY**

**WHEREAS**, the Shasta County Board of Supervisors has reviewed and hereby approves the retroactive agreement (No. 17-94616) between the County of Shasta, through its Health and Human Services Agency (HHSA), and the California Department of Health Care Services (DHCS) for the Mental Health Plan (MHP).

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta does hereby delegate signature authority to the HHSA Director, Donnell Ewert, to sign a retroactive renewal Agreement No. 17-94616, and accompanying certification documents, including retroactive, with DHCS for Medi-Cal covered specialty mental health services through the MHP in Shasta County for the period July 1, 2017 through June 30, 2022, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta does hereby delegate signature authority for amendments and other subsequent related and required documents, including retroactive, to the HHSA Director, Donnell Ewert, that do not result in a functional or substantial change, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.



Resolution No. 2018-\_\_\_\_\_

Page 2

**DULY PASSED AND ADOPTED** this 17th day of July, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

---

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Health and Human Services-10.

**SUBJECT:**

Renewal Agreement with TLC Child & Family Services.

**DEPARTMENT:** Health and Human Services Agency-Children's Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Dianna L. Wagner, Branch Director, Children's Services (530) 225-5705

**STAFF REPORT APPROVED BY:** Dianna L. Wagner, Branch Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive renewal agreement with TLC Child & Family Services in an amount not to exceed \$75,000 to provide mental health services to eligible children for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

**SUMMARY**

This agreement will allow TLC Child & Family Services (TLC) to continue to provide medically necessary mental health treatment for Shasta County youth who are placed out-of-county in residential facilities designed to address their mental health needs.

**DISCUSSION**

TLC provides residential and specialty mental health treatment services to youth in foster care. This facility offers a variety of mental health treatment and residential program services to youth who are Medi-Cal beneficiaries. The proposed agreement will allow for the availability of services for youth with specific residential treatment needs, and their families when considered appropriate for these services.

Youth who are placed in out-of-home care by Health and Human Services Agency (HHS), Probation, or voluntarily placed by their parents through the Adoption Assistance Program, are eligible for Medi-Cal. Medically necessary Medi-Cal mental health services for eligible children are considered an entitlement. As part of its Managed Care Plan for specialty mental health services, the HHS is responsible for determining the medical necessity of services for each beneficiary, obtaining access to necessary services, authorizing, and paying for these services.

The services provided by TLC include mental health services designed to reduce serious behaviors and symptoms resulting from a mental illness that can require acute psychiatric hospitalization, and the need for a highly structured and supervised placement. The goal of placement in these facilities is to improve the youth's functioning such that the youth can move to a lower level of care within 6 months or as determined by the Child and Family Team (CFT). Progress in treatment for youth is evaluated through reports on the frequency of at risk behaviors as well as tracking of progress toward treatment goals.

This agreement is retroactive due to the new statewide Continuum of Care Reform and Assembly Bill 403 which impacts

regulations for group homes that are converting to Short Term Residential Therapeutic Programs (STRTP).

**ALTERNATIVES**

The Board could choose not to approve this agreement, defer consideration to a future date, or provide direction to staff to negotiate changes to the agreement.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The maximum amount payable under the proposed agreement is \$75,000 over the term of the agreement. These costs are included in the Recommended FY 2018-19 Mental Health Budget (BU 410). The agreement is on a fee-for-service basis and costs will only be incurred when a Shasta County youth is receiving mental health services, when authorized by Shasta County.

This agreement is funded with federal funds (approximately 50 percent) and a County match which is met through a combination of 1991 and 2011 realignment revenue. Residential costs, which are not included in these agreements, are supported through the Social Services foster care payment system. There is no additional General Fund impact with the approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
TLC Renewal Agreement	6/28/2018	TLC Renewal Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF SHASTA  
AND  
TLC CHILD & FAMILY SERVICES**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County") and TLC Child and Family Services ("Consultant") (collectively, the "Parties" and individually a "Party") for the provision of youth mental health services.

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

Pursuant to the terms and conditions of this agreement and in consideration of the compensation hereinafter set forth, Consultant shall:

- A. Provide specialty mental health treatment services at the compensated rates as prescribed in **EXHIBITS A (Services) and B (Payments)**, both attached and incorporated herein. For all services, Consultant shall comply with applicable provisions of the State of California approved Shasta County Managed Care Mental Health Plan, number 12-89397, ("Plan") and any subsequent updates for Therapeutic Behavioral Services ("TBS") the State of California TBS Coordination of Care Best Practices Manual (released July 2010). For the purposes of this agreement, the Plan is the contract between the State of California Department of Health Care Services ("DHCS") and the County to provide specialty mental health managed care services to California Medi-Cal beneficiaries. The Plan is available at: [http://www.co.shasta.ca.us/index/hhsa\\_index/Mental\\_health\\_alcohol\\_and\\_drug/Or\\_gProviders.aspx](http://www.co.shasta.ca.us/index/hhsa_index/Mental_health_alcohol_and_drug/Or_gProviders.aspx). Consultant shall check the website for updates regularly to ensure Consultant has current approved Plan. Should Consultant be unable to access the electronic version of the Plan, County will provide Consultant with a hard copy version upon written request. If any ambiguity, inconsistency, or conflict exists between the language of this agreement, the Exhibits, and the Plan, the Plan shall govern.
- B. Upon final approval of this agreement, Consultant shall provide to County a copy of current program statement, and cover letter outlining timeline for implementation of Continuum of Care Reform ("CCR") requirements, as well as information regarding upcoming changes to services offered in order to comply with CCR.
- C. Ensure hours of operation for clients served under this agreement are no less than the hours of operation provided to any other person served by Consultant.
- D. Allow County and the DHCS, and their duly authorized representatives at all reasonable times to inspect or otherwise evaluate the work performed under the

terms of this agreement, including all supported activities and the premises in which it is being performed to assess the client's progress.

- E. Conduct up to a maximum of three internal chart audits each month for all clients served under this agreement and shall submit documentation of said audits to County upon request by County. Consultant shall participate in additional internal Utilization Review activities as directed by County.
- F. Ensure that all staff accompanying a client into the community as part of mental health service delivery provided pursuant to the terms of this agreement shall maintain ongoing supervision and care of the client throughout the service event, to include receiving the client from and returning the client to an appropriate responsible adult.
- G. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement.
- H. Operate continuously throughout the term of this agreement with no less than the minimum number of personnel required by all applicable federal and state statutes and regulations for provision of services hereunder; such personnel shall be qualified in accordance with all applicable federal and state statutes and regulations.
- I. For all services provided by Consultant, Consultant must receive written treatment authorization from County, in a format approved by County, prior to delivering services. County is not obligated to authorize any particular level or quantity of services pursuant to this agreement.
- J. Screen 100% of referred children/youth for Early and Periodic Screening, Diagnosis and Treatment ("EPSDT") Medi-Cal eligibility monthly while receiving services. The eligibility screening shall include verifying that Shasta County is the responsible County, and assessing for valid full-scope Medi-Cal coverage aid codes.
- K. When client is a dependent of the court and becomes ineligible for full-scope Medi-Cal, notify Shasta County Foster Care Eligibility at (530) 229-8283 to ensure the timely reinstatement of Medi-Cal eligibility if client can be reinstated

and notify County placing social worker regarding ineligibility and potential for reinstatement.

- L. Notify County of any/all changes in leadership staff within 10 days of change. Consultant's leadership staff includes, but is not limited to, Executive Director, Clinical/Program Director, and Chief Fiscal Officer.
- M. Comply with the privacy and information security provisions contained within Exhibit F of the Shasta County Mental Health Managed Care Plan. Consultant shall implement reasonable and appropriate administrative, physical and technical safeguards to protect Protected Health Information ("PHI"). For purposes of this agreement PHI means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium.
- N. Hold harmless the DHCS and clients served under the terms of this agreement and not make any attempts to bill costs for services to clients, in the event the County cannot or does not pay for services provided by Consultant pursuant to this agreement.
- O. When client is a dependent of the court Consultant shall document and submit to County quarterly reports that include but are not limited to changes in the client's behavior including; aggression, self-harm, drug seeking, chronic run away attempts, property destruction and/or changes in mood. Quarterly reports will also document, outreach attempts to client's family/support group, any incidents that affect the client's participation, changes in medications and counseling interventions. Quarterly reports will be accompanied by a completed Quarterly Progress Report Cover Sheet, **EXHIBIT C**, attached and incorporated herein, and emailed to: [CSContracts@co.shasta.ca.us](mailto:CSContracts@co.shasta.ca.us). Quarterly Progress Reports shall be due, respectively, on October 10, January 10, April 10, and July 10, of each contracted year.
- P. When client is a dependent of the court Consultant shall only dispense to client psychotropic medications pursuant to a current JV223 or JV223S Order Regarding Application for Psychotropic Medication completed form. Changes to client's psychotropic medications or medication dosages shall only be made pursuant to a Juvenile Court (court) order. The Psychiatrist designated by Consultant to perform medication management services pursuant to the agreement shall submit the applicable paperwork to obtain court authorization to administer new or additional medications, including, but not limited to the Prescribing Physician's Statement, JV 220(A) completed form or other forms required to comply with Welfare and Institutions Code section 369.5 and 2015 California Rules of Court, Rule 5.640. This will include a copy of the completed medication consent form as approved by the Mental Health Managed Care Plan of Consultant's County. The necessary completed forms and supporting documentation shall be submitted immediately to the County JV220 nurse at 1550 California Street Redding, CA 96001.

**Section 2.     RESPONSIBILITIES OF COUNTY.**

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

- A.     Compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant as prescribed in **EXHIBIT A**.

**Section 3.     COMPENSATION.**

- A.     County shall compensate Consultant for services rendered pursuant to this agreement in accordance with the terms prescribed in **EXHIBIT B**. The total compensation payable to Consultant under this agreement shall not exceed \$75,000 during the entire term of this agreement.
- B.     Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4.     BILLING AND PAYMENT.**

- A.     Consultant shall submit to County Health and Human Services Agency (HHSA) Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, a monthly statement of services rendered pursuant to this agreement ("Statement") that must be accompanied by a completed Daily and/or Monthly Claim Form, attached and incorporated herein as **EXHIBIT D**, no later than 30 days from the end of the month during which the services were rendered. The Invoice must include Consultant's current and active National Provider Identifier (NPI) number under which the services provided pursuant to this agreement shall be billed to state or federal payer sources along with the completed claim form. County shall make payment to Consultant within 30 days of receipt of Consultant's correct and approved Statement. County is not required to make a payment to Consultant for any Statement received by County 90 days or more after the end of the month for which the services were rendered. For the final month or portion thereof that this agreement is in effect, Consultant shall submit to the County HHSA Director ("Director") or his/her designee, a final Statement no later than the 10<sup>th</sup> day of the following month. This Section and Section 3 shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to remit payment to Consultant as prescribed herein and in Section 3.
- B.     Compensation under this agreement shall be reduced by applicable Consultant revenues. The term "applicable Consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable Consultant revenues, accruing or received by Consultant relate to allowable reduction, or a cash refund, as appropriate.

- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.
- D. Services billed to Medi-Cal for Consultant by County and subsequently denied for payment by Medi-Cal shall be the responsibility of Consultant and will be adjusted against future County compensation payments of Consultant's monthly statements of services rendered. In the event this agreement is terminated Consultant is responsible to make payment in full to County.
- E. Upon termination of this agreement, County shall compensate Consultant pursuant to the terms of this agreement within 30 days of receipt of Consultant's final Invoice. Consultant shall submit Consultant's final Invoice, within 15 days of the effective date of termination. To the extent necessary to effectuate full compensation of Consultant, this provision shall survive the termination of this agreement.
- F. Consultant shall provide County with all records required to bill Medi-Cal, and documents required for the purposes of the utilization review, and as may be required by County for other purposes relevant to the provision of services under the terms of this agreement, within 90 days of the date of service.
- G. All approved services adjudicated through the Short-Doyle/Medi-Cal Program of the State of California Department of Health Care Services shall be settled pursuant to Section 29 of this agreement, at actual costs or published costs, whichever is less.

**Section 5. TERM OF AGREEMENT.**

This agreement shall commence on July 1, 2018 and shall end on June 30, 2019. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for the County's responsibilities in this agreement in the County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for the County's responsibilities in this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.



**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, the County Executive Officer, the HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the

County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

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

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

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

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent Consultant, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 10. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's

own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent Consultant" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

#### **Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.

- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

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

- b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant’s performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

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

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement..
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. Consultant shall comply with the Federal Rehabilitation Act of 1973, section 504.
- E. Consultant and Consultant's officers, employees, and agents shall comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005 §6032.
- F. For all services, Consultant shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the Welfare and Institutions Code; and the California Code of Regulations, Title 9, Chapter 11.
- G. Consultant shall comply with all applicable provisions of Part 2 of Division 5 of the Welfare and Institutions Code, (commencing at section 5600 *et seq.*), Title 9 and Title 22 of the California Code of Regulations, the DHCS Cost Reporting/Data Collection Manual (CR/DC), and the prior State of California Department of Mental Health Policy Letters.
- H. Consultant shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, pertaining to the provision of Medi-Cal Specialty Mental Health Services, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, California Code of Regulations, title 9, section 1810.436, subd. (a)(1)-(5), which provides (in substance) that:
  - (1) Medi-Cal beneficiaries shall receive the same level of care as provided to all other patients served;
  - (2) Medi-Cal beneficiaries shall not be discriminated against in any manner;

- (3) Consultant shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, state, or federal authorities;
  - (4) Compensation paid pursuant to this agreement is considered to be payment in full; and
  - (5) Consultant shall adhere to Title XIX of the Social Security Act and conform to all other applicable federal and state statutes and regulations.
- I. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
  - J. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
  - K. Consultant shall comply with Section 1352 of Title 31, U.S.C. and no funds expended pursuant to this agreement shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement. All services rendered by Consultant pursuant to this agreement shall be in compliance with Section 1352 of Title 31, U.S.C., and in conjunction therewith shall executed the attached **EXHIBIT E, CERTIFICATION REGARDING LOBBYING**, attached hereto and incorporated herein.
  - L. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

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

- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.
- D. The HHSA Director or his or her designee shall have the right to oversee, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons and clients to be served within this agreement. Consultant agrees to extend to the HHSA Director, or his or her designee, and to the State of DHCS, the United States Department of Health and Human Services, the Comptroller General of the United States and other authorized state and federal agencies or their duly authorized representatives, the right to review, monitor, and evaluate Consultant's programs, books, records or procedures at any reasonable time.
- E. Consultant shall be subject to the examination and audit of the Department or Auditor General for a period of three years after final payment under contract (Government Code §8546.7). Consultant agrees to maintain and present, until five years after termination of this Agreement and final payment from County to Consultant, to permit the DHCS or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers and records related to this agreement and to allow interviews of any employees who might reasonably have information related to such records.

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

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this



agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS.**

- A. Consultant, and Consultant's officers, employees, and agents, providing services pursuant to this agreement, shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the County of Shasta and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.
- B. With respect to Consultant's Site(s), Consultant shall comply with all applicable County, state and federal licensing requirements and shall obtain all applicable licenses and display the same in a location on Consultant's Site(s) that is reasonably conspicuous. For purposes of this agreement, "Consultant's Site(s)" shall mean the Consultant's office building where clinical services are provided. Failure to maintain the licensing requirements shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement.
- C. Consultant shall immediately advise County of any investigation or adverse action taken against it, or against its officers, employees, and agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

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

If to County: Branch Director  
HHSA Children's Services  
Attn: Contracts Unit  
1313 Yuba Street  
Redding, CA 96001  
Tel: (530) 225-5757  
Fax: (530) 225-5190

If to Consultant: Chief Executive Officer  
TLC Child and Family Services  
1800 Gravenstein Hwy. North, Suite A,  
Sebastopol, CA 95472  
Tel: (707) 823-7300  
Fax: (707) 823-3410

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

**Section 20. AGREEMENT PREPARATION.**

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

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

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

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

**Section 24. COUNTY'S RIGHT OF SETOFF.**

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

**Section 25. CONFIDENTIALITY.**

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

**Section 26. CONFIDENTIALITY OF PATIENT INFORMATION.**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultants employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 27. CLINICAL RECORDS.**

Consultant shall maintain adequate clinical treatment records. Clinical treatment records must comply with all applicable state and federal requirements. Individual client clinical treatment records shall contain assessment information, treatment planning documents,

and progress notes which reflect all client contacts and/or all treatment decisions. Program and client clinical treatment records shall contain detail adequate for the evaluation of the service. Consultant shall provide monthly reports to the Director in conformance with the client and Service Information ("CSI") System as directed by the County.

**Section 28. FINANCIAL RECORDS.**

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

**Section 29. FINANCIAL REPORTING.**

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

**Section 30. ANNUAL COST REPORT**

- A. Consultant shall submit a separate, detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by the DHCS and a complete financial statement ("Financial Statement") not later than 90 days after the end of each fiscal year for the term of this agreement. Consultant's Cost Report and Financial Statement shall be subject to audit by appropriate County, state, and federal audit agencies. Costs for Medi-Cal eligible services rendered by Consultant shall be settled in accordance with DHCS guidelines. The Cost Report shall calculate the cost per unit as the lowest of the actual costs or published charges, whichever is less. In the event the Cost Report settlement identifies an overpayment to

Consultant, Consultant shall reimburse County the full overpayment amount. If Consultant fails to reimburse County within 60 days of receiving notice from County of the overpayment, County may withhold up to 20 percent of future monthly payments to Consultant under this agreement until the full overpayment has been recouped, or up to 100 percent of the final payment to Consultant under this agreement until the full overpayment has been recouped. If any amount of overpayment to Consultant remains unpaid upon the termination, expiration, or cancellation of this agreement, which has not been reimbursed to County either by monthly withholding or withholding from the final payment under this agreement, Consultant shall reimburse County within 60 days of the termination, expiration, or cancellation of this agreement. This provision shall survive the termination, expiration or cancellation of this agreement.

- B. Consultant may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Consultant shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Consultant shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with OMB Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect. This provision shall survive the termination, expiration, or cancellation of this agreement.
- C. Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Consultant at the County's sole discretion until the Cost Report and Financial Statement have been received by County.

**Section 31. PERSONNEL.**

- A. Consultant shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations, for the type of services prescribed in **EXHIBIT A**.
- B. Consultant shall provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.

**Section 32. AGREEMENT SUPERVISION**

- A. The Director, or his or her designee, shall be the County representative authorized and assigned to represent the interests of the County and to determine if the terms and conditions of this agreement are carried out.
- B. County shall monitor the kind, quality, and quantity of Consultant's services and criteria for determining the persons to be served and length of treatment for the

persons receiving mental health services covered under the terms of this agreement.

**Section 33. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.**

- A. In entering into this agreement, Consultant acknowledges County's Compliance Program and has received, read and understands the Shasta County Health and Human Services Agency Mental Health Plan ("MHP") Consultant Code of Conduct ("Code of Conduct"), attached and incorporated herein as **EXHIBIT F**, and agrees to comply and to require its employees and subcontractors who are considered "Covered Individuals" without limitation, to comply with all provisions of the Code of Conduct. Should the aforementioned Code of Conduct be amended during the term of this agreement, Consultant shall comply with the Code of Conduct as amended and as provided to Consultant by County. "Covered Individuals" are defined as employees of the Consultant with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.
- B. Consultant agrees to provide copies of the Code of Conduct, available at: <http://www.co.shasta.ca.us/docs/HHSA/org-providers/contractor-code-of-conduct.pdf?sfvrsn=0>, to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General OIG) signed certifications from each individual certifying that they have received, read, understand and agree to abide by the requirements of the Code of Conduct. Consultant shall retain the signed certifications on file and provide to County's Compliance Officer or his or her designee within 10 days of written request.
- C. Consultant agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete compliance training program provided by County, or attend Consultant's compliance training program with prior approval of County's Compliance Officer or his or her designee, as required by the County's Program for Compliance with Federal Healthcare Programs.
- D. Consultant shall not enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care, Medicaid or Medi-Cal.
- E. Consultant attests that Consultant and all Consultant's employees and subcontractors are not excluded from Medi-Cal, Medi-Care and Medicaid provider participation.
- F. Consultant shall verify prior to hire and monthly all of Consultant's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation. Consultant shall maintain documentation of monthly verification on file and provide such documentation to County by the 10th of the following

month, electronically in .pdf format or other electronic format preapproved by County to [mceur@co.shasta.ca.us](mailto:mceur@co.shasta.ca.us) and [CSContracts@co.shasta.ca.us](mailto:CSContracts@co.shasta.ca.us). Consultant shall notify County immediately if Consultant's verification checks indicate that any of Consultant's employees and/or subcontractors are excluded from Medi-Cal and/or Medicaid provider participation. Verification checking, at a minimum shall include Consultant's use of the following three websites:

- (1) Office of Inspection General  
[http://oig.hhs.gov/exclusions/exclusions\\_list.asp](http://oig.hhs.gov/exclusions/exclusions_list.asp)
- (2) Medi-Cal Suspended and Ineligible List  
<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
- (3) System for Award Management  
<https://www.sam.gov/portal/SAM/#1>

**Section 34     APPLICATION OF OTHER AGREEMENTS.**

Consultant and all of Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the Plan, as referenced in Section 1.A of this agreement and available at this link: [http://www.co.shasta.ca.us/index/hhsa\\_index/Mental\\_health\\_alcohol\\_and\\_drug/OrgProviders.aspx](http://www.co.shasta.ca.us/index/hhsa_index/Mental_health_alcohol_and_drug/OrgProviders.aspx), between the County of Shasta and the DHCS. Furthermore, Consultant shall comply with all of their obligations pursuant to the following numbered provisions of the Plan Exhibit D(F), Section 5(J): 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions of Exhibit D(F) that are deemed applicable.

**Section 35.     NOTICE OF RIGHTS.**

Consultant shall give the persons provided services pursuant to this agreement notice of their rights in accordance with section 5325 of the Welfare and Institutions Code and California Code of Regulations, Title 9, section 862. In addition, in all of Consultant's Site(s), Consultant shall have prominently posted in the predominant languages of the community a notice of the rights delineated in section 5325 of the Welfare and Institutions Code and in California Code of Regulations, Title 9, section 862.

**Section 36.     HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.**

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Consultant understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of employees and subcontractors and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with

respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Consultant understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Consultant agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Consultant that are provided for in Section 10.

***SIGNATURE PAGE FOLLOWS***



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

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
LES BAUGH, Chairman  
Board of Supervisors  
County of Shasta  
State of California

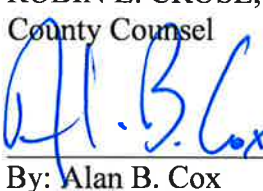
ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors


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

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR  
County Counsel

 6/28/18  
By: Alan B. Cox  
Deputy County Counsel

 06/25/18  
By: James Johnson  
Risk Management Analyst

Date: 6/21/18

**CONSULTANT**

  
Susan Fette, Executive Director

Tax I.D#: On File

**EXHIBIT A**

**SERVICES**

**Objective 1: Collaborate with Caregivers, Treatment and Other Service Providers**

In order to meet **Objective 1**, Consultant shall provide the service(s) as follows:

- A. Collaborate with all parties involved with the client and family including but not limited to parents, schools, doctors, caregivers, HHSA, HHSA Children's Services, and Probation.
- B. Contact and coordinate with acute psychiatric hospitals, Juvenile Hall, HHSA Children's Services or other involved agency within four hours every time the Consultant is notified the client has been hospitalized, or temporarily removed from their usual residence.

**Objective 2: Comply with Court Ordered Oversight of Juvenile Court Dependents and Wards**

In order to meet **Objective 2**, Consultant shall provide the service(s) as follows for dependents and wards of the Juvenile Court:

- A. Provide Quarterly Progress Report Cover Sheet (EXHIBIT C) regarding participation in Mental Health Services and client's progress toward treatment goals including tracking of risk behaviors. Progress in treatment will be evaluated in part by frequency of risk behaviors.
- B. Provide testimony and any records, as authorized by law, when subpoenaed to court. In the event that Consultant is required by subpoena to testify in any matter arising out of or concerning the services provided under agreement by any party in a legal proceeding regarding the client, Consultant shall not be entitled to any compensation from County for time spent or expense incurred in giving or preparing for such testimony, including travel time.
- C. Report significant changes in client's status or functioning to client's social worker.
- D. Assure proper psychiatric care, which will include development and submittal of a completed County JV220 (A) "Physician's Statement-Attachment" for new medications. Consultant shall cooperate with County in providing all information deemed necessary by County for assessment and treatment planning, including a completed medication consent form approved by Managed Care Mental Health Plan of Consultant's County for signature by Juvenile Court Judge.
- E. Work collaboratively with County, every client served under this agreement, and their support network as identified by the client's social worker to include parents, caregivers, service providers and other authorities, to create a discharge plan within six months of

placement. Discharge plans will support access to mental health services and continuity of care post discharge. If client is taking psychotropic medication, client will be discharged with a 30 day supply of medication or prescription(s) for a 30 day supply of current medications, and shall coordinate discharge services with County staff and medication support service providers.

### **Objective 3: Provision of Medi-Cal Services**

In order to meet **Objective 3**, Consultant shall provide the service(s) as follows:

- A. For all services, comply with applicable provisions of the DHCS approved Plan.
- B. Submit opening paperwork to County Managed Care for Initial Authorization within three business days of placement of Client.
- C. Complete and submit to County Managed Care within 30 days of placement of Client: Comprehensive Assessment, Treatment Plan, and TAR. Planned services may not be claimed for reimbursement until a treatment plan is completed. The treatment plan is complete when all required elements are present including required staff signature(s), with title and date.
- D. Submit subsequent TAR(s) to Shasta County Managed Care for review and authorization 15 to 30 days prior to the expiration of the current authorization period. Services provided by Consultant without prior written authorization shall be the responsibility of Consultant and shall not be reimbursed by or compensated for by County.
- E. Reassess each Client at least once every 90 days and submit a copy of the updated assessment, Treatment Plan, and TAR to County Managed Care when continued services beyond 90 days are clinically indicated.
- F. Inform County and submit a completed assessment document to County, by fax, within three working days after assessment when any client who is a Medi-Cal beneficiary is determined after assessment to be ineligible for services. County shall review the assessment document and, if applicable, issue a Notice of Action to client in accordance with the guidelines set forth in the Plan.
- G. Provide TBS in accordance with the State guidelines and as outlined in the Plan.
- H. Mental Health Services provided by Consultant pursuant to this agreement may include, but are not necessarily limited to:
  - 1. Case Management
    - a. Intensive Case Coordination
  - 2. Crisis Intervention
  - 3. Medication Support
  - 4. Plan Development
  - 5. Specialty Mental Health Services (includes individual, group & family therapy)
    - a. Intensive Home Based Services
  - 6. Therapeutic Behavioral Services ("TBS")

I. Consultant will utilize Trauma Informed – Evidence Based Interactions whenever possible in the provision of Mental Health Services.
J. Involve client and support network (as identified by the client’s social worker to include parents, caregivers, service providers, and other authorities that are authorized to receive healthcare information) to participate in all treatment planning and decision-making regarding the client’s services and document the involvement in the client’s on-going Treatment Plan through participation in Child and Family Team Meetings.
K. Complete all performance outcome requirements in accordance with and as determined by DHCS and/or County. For purposes of this agreement performance outcomes include, but are not limited to measures to determine Consultant’s productivity.
<p>L. Adhere to guidelines in accordance with policies and procedures issued by County, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Complete all chart documentation as defined by the Plan located at the County Provider website:  <a href="http://www.co.shasta.ca.us/index/hhsa_index/Mental_health_alcohol_and_drug/OrgProviders.aspx">http://www.co.shasta.ca.us/index/hhsa_index/Mental_health_alcohol_and_drug/OrgProviders.aspx</a> The Provider website is updated and maintained by County and is hereby provided to Consultant;</li> <li>2. Provide EPSDT notification to all Medi-Cal beneficiaries as required by the State of California DHCS and as set forth in the County’s Plan;</li> <li>3. Perform other related duties as requested by County;</li> <li>4. Provide all completed documents required for pre-payment audit as requested by the Plan.</li> </ol>

**EXHIBIT B****PAYMENTS**

Subject to the terms and conditions of this agreement, County shall pay Consultant at the following interim rates for pre-authorized services.

A.

Case Management Services	\$2.35	Per Minute
Crisis Intervention	\$4.07	Per Minute
Medication Support	\$5.37	Per Minute
Plan Development	\$2.91	Per Minute
Specialty Mental Health Services (includes individual, group & family therapy)	\$2.91	Per Minute
Therapeutic Behavioral Services	\$2.91	Per Minute

- B. Services provided to non-Medi-Cal eligible youth and children shall be the responsibility of Consultant and will not be reimbursed by or compensated for by County.
- C. Services provided without pre-authorization by County shall be the responsibility of Consultant and will not be reimbursed by or compensated for by County.
- D. Consultant shall provide County with National Provider Identifier ("NPI"). Services provided without submission to County of NPI by Consultant shall be the responsibility of Consultant (financially and otherwise) and will not be reimbursed by County or compensated for by County.

**EXHIBIT C****Progress Report Cover Sheet**

Please complete the following regarding the child/youth's progress at your facility. A numerical answer for questions 1 through 6 will suffice. Be sure to provide detailed explanations for these items within the body of your progress report.

☐ Initial 30 Day Report

☐ Quarterly Report

Date of report: \_\_\_\_\_ Name of child/youth: \_\_\_\_\_

	Month:	Month:	Month:	Average # of incidents for all youth in the group home
1. Frequency and Duration of aggressive behavior incidents				
2. Frequency and Duration of self-harm incidents				
3. Frequency and Duration of drug seeking behaviors/attempts				
4. Frequency and Duration of runaway attempts				
5. Frequency and Duration of incidents of property destruction				
6. Frequency and Duration of mood instability that affected daily function				
<b>Specific to client, efforts made toward supporting child and family connection, communication and support (dates, interventions):</b>				
<b>Changes in medication or significant changes in counseling plans or interventions:</b>				
<b>Proposed discharge plan (date):</b>				

**EXHIBIT D****Daily/Monthly Claim Forms**

<b>Program:</b>				<b>Date of Service:</b>											
				<b>Primary Therapist</b>					<b>Co_Therapist</b>						
Case Number	Client Name Last, First	Service Code	Group Count	Primary Therapist Staff Code	Client Time (Mins)	Travel Time (Mins)	Doc Time (Mins)	Total Time (Mins)	Co_Therapist Staff Code	Client Time (Mins)	Travel Time (Mins)	Doc Time (Mins)	Total Time (Mins)	Location	
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				<b>Total Time</b>	0	0	0	0	<b>Total Time</b>	0	0	0	0		
<p>I certify that, when required by regulation, an assessment has been conducted, medical necessity has been established, a client service plan has been developed and maintained, the services included in the claim were actually provided and that supporting documentation has been forwarded to the Client Record.</p>															
Signature (Primary Therapist)				Discipline					Date						
Signature (Co_Therapist)				Discipline					Date						

Program:

Clinician Name:

Month / Year

Service Date	Client Number	Client Name	Service Code	Staff ID	Client Time (Minutes)	Travel Time (Minutes)	Doc Time (Minutes)	Total Time (Minutes)	Place of Service
			TOTALS						

I certify that, when required by regulation, an assessment has been conducted, medical necessity has been established, a client service plan has been developed and maintained, the services included in the claim were actually provided and that supporting documentation has been forwarded to the Client Record.

Signature (Therapist)

Discipline

Date



**EXHIBIT E**

**State of California  
Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name of Consultant

\_\_\_\_\_  
Printed Name of Person Signing for Consultant

\_\_\_\_\_  
Contract/Grant Number

\_\_\_\_\_  
Signature of Person Signing for Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**EXHIBIT F**

**SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,  
MENTAL HEALTH PLAN (MHP)  
CONSULTANT CODE OF CONDUCT**

Shasta County Health and Human Services Agency (HHSA), maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. HHSA Consultants shall follow this Consultant Code of Conduct (Code of Conduct) as applicable to services performed under the Managed Care Plan agreement between Shasta County and the State Department of Health Care Services and this Agreement between the County of Shasta and Consultant.

**1. PURPOSE**

The purpose of this HHSA Code of Conduct is to ensure that all HHSA Consultants providing services under the Plan (the agreement between Shasta County and DHCS to provide specialty mental health services to eligible Shasta County Medi-Cal beneficiaries) and this Agreement between the County of Shasta and Consultant, are committed to conducting their activities ethically and in compliance with all applicable state and federal statutes, regulations, and guidelines applicable to Federal Health Care programs. This Code of Conduct also serves to demonstrate HHSA's dedication to providing quality care to its clients, and to submitting accurate claims for reimbursement to all payers.

**2. CODE OF CONDUCT - GENERAL STATEMENT**

- A. This Code of Conduct is intended to provide HHSA Consultants with general guidelines, to enable them to conduct the business of HHSA in an ethical and legal manner;
- B. Every HHSA Consultant is expected to uphold this Code of Conduct;
- C. Failure to comply with this Code of Conduct, or failure to report reasonably suspected issues of non-compliance, may result in the HHSA Consultant's termination of contracted status. In addition, such conduct may place the Consultant, the individuals employed by Consultant, or HHSA, at substantial risk in terms of its relationship with various payers. In extreme cases, there is also the risk of action by a governmental entity up to and including an investigation, criminal prosecution, and/or exclusion from participation in the Federal Health Care Programs.

**3. CODE OF CONDUCT**

All HHSA Consultants and employees of Consultant shall:

- A. Perform their duties in good faith and to the best of their ability;
- B. Comply with all statutes, regulations, and guidelines applicable to Federal Health Care programs, and with this Code of Conduct;
- C. Refrain from any illegal conduct. When a Consultant is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, Consultant shall inform the HHSA Compliance Officer or designee;
- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHSA;
- E. Notify the HHSA Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHSA or the services provided under this agreement between HHSA and Consultant;
- F. Not destroy or alter HHSA information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- G. Not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, client, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- H. Not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the Consultant's independent judgment in transactions involving HHSA or the services provided under this agreement between HHSA and Consultant;
- I. Disclose to the HHSA Compliance Officer or designee any financial interest, official position, ownership interest, or any other financial or business relationship that they (or a member of their immediate family, or persons in their employ) has with HHSA's employees, vendors or Consultants;
- J. Not participate in any false billing of HHSA, client, other government entities, or any other Party;
- K. Not participate in preparation or submission of any false cost report or other type of report submitted to the HHSA or any other government entity;
- L. Not pay, or arrange for Consultant to pay, any person or entity for the referral of HHSA client to Consultant, and shall not accept any payment or arrange for any other entity to accept any payment for referrals from Consultant;

- M. Not use confidential HHSA information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHSA, or at any time thereafter;
- N. Not disclose confidential medical information pertaining to HHSA's clients without the express written consent of the client or pursuant to court order and in accordance with all applicable laws;
- O. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;
- P. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of any statute, regulation, or guideline applicable to Federal Health Care programs;
- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

**4. SHASTA COUNTY COMPLIANCE OFFICER**

The Shasta County HHSA Compliance Officer may be contacted at:

Compliance Officer

Shasta County Health and Human Services Agency, Business & Support Services

1810 Market Street, Redding, CA 96001

P.O. Box 496005, Redding, CA 96049-6005

(530) 245-6750

24/7 Confidential Disclosure Line: (530) 229-8050 or 1-866-229-8050

Website Address:

[http://www.co.shasta.ca.us/html/Mental\\_Health/About%20Us/About%20Us.htm](http://www.co.shasta.ca.us/html/Mental_Health/About%20Us/About%20Us.htm)

Email: [mhcompofcr@co.shasta.ca.us](mailto:mhcompofcr@co.shasta.ca.us)

*CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS*



**Shasta County Health & Human Services Agency (HHSA)**

**CODE OF CONDUCT –  
CONSULTANT  
CERTIFICATION**

I, \_\_\_\_\_, by signing this Certification acknowledge that:  
*(Print First and Last Name)*

1. I am an employee of TLC Child & Family Services, a Consultant of the County or Shasta, through its Health and Human Services Agency;
2. I have received a copy of the Code of Conduct;
3. I have read and understand the Code of Conduct; and
4. I agree to comply with the Code of Conduct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Please maintain on file and provide to HHSA upon request to HHSA Compliance Program staff at 1810 Market Street, Redding, CA 96001, or to P.O. Box 496005, Redding, CA 96049-6005.

Thank you.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018  
**CATEGORY:** Consent - Health and Human Services-11.

**SUBJECT:**

Hospital Preparedness Program Subcontracts for emergency preparedness equipment with Dignity Health d.b.a. Mercy Medical Center-Redding; Prime Healthcare Services d.b.a. Shasta Regional Medical Center; and Shasta Community Health Center.

**DEPARTMENT:** Health and Human Services Agency-Public Health

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530) 245-6861

**STAFF REPORT APPROVED BY:** Terri Fields Hosler, MPH, RD-Public Health Branch Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign agreements for the cost of equipment purchases funded through and consistent with the terms of the California Department of Public Health Hospital Preparedness Program, Local Funding Agreement No. 14-10544, for the period date of signing through June 30, 2024 with: (1) Dignity Health d.b.a. Mercy Medical Center-Redding in an amount not to exceed \$25,667.45; (2) Prime Healthcare Services d.b.a. Shasta Regional Medical Center in an amount not to exceed \$12,084.07; and (3) Shasta Community Health Center in an amount not to exceed \$3,872.81.

**SUMMARY**

Approval of these subcontracts will allow Health and Human Services Agency (HHSA) - Public Health to deploy equipment purchased with federal funds via the Hospital Preparedness Program (HPP) to Mercy Medical Center - Redding, Shasta Regional Medical Center, and Shasta Community Health Center consistent with the terms of the HPP Local Funding Agreement (LFA) 14-10544.

**DISCUSSION**

On September 16, 2014, the Board authorized HHSA - Public Health to receive Fiscal Year (FY) 2016-17 federal Centers for Disease Control and Prevention (CDC) Funding through California Department of Public Health (CDPH) for emergency preparedness and response activities, including those related to the Hospital Preparedness Program (HPP). The purpose of the funding is to provide equipment, enhance services related to emergency preparedness and response, provide training, administration, and reporting consistent with the provisions of the HPP Local Funding Agreement (LFA) 14-10544.

HPP membership is extended to any healthcare organization in Shasta County and the healthcare associations that represent the various healthcare sectors, which include, but are not limited to, hospitals, clinics, health centers, skilled nursing facilities,

ambulatory surgery centers, dialysis centers, home health, hospice agencies, and emergency medical services providers. Other members include key government agencies such as the Shasta County Sheriff’s Office of Emergency Services and Coroner’s Office, Shasta County HHSA and other non-governmental agencies that play a key role in emergency management.

HHSA - Public Health purchased CDPH-approved equipment and supplies necessary to respond to medical and public health emergencies as requested by the HPP partner agencies Mercy Medical Center – Redding, Shasta Regional Medical Center, and Shasta Community Health Center. The contracts provide a means to deploy equipment to the HPP partner agencies and ensure compliance with the provisions of the LFA 14-10544.

The Board approved similar agreements for HPP equipment purchased through LFA 14-10544 on March 15, 2016 and December 6, 2016.

**ALTERNATIVES**

Alternatives include not approving one or more of the agreements. Another alternative is to amend the terms of one or more of the agreements.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the agreements as to form. Risk management has reviewed and approved the agreements. The recommendation has been reviewed by the County Administrative Office. Mercy Medical Center – Redding, Shasta Regional Medical Center, and Shasta Community Health Center partnered with HHSA - Public Health and support the recommendation.

**FINANCING**

The equipment was purchased during FY 2016–17. The Contractors will receive the equipment and supplies upon Board approval of the recommendation. There is no additional General Fund impact associated with this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
HPP-Dignity Health d.b.a. Mercy Medical Center Redding	6/25/2018	HPP-Dignity Health d.b.a. Mercy Medical Center Redding
HPP-Prime Healthcare d.b.a. Shasta Regional Medical Center	6/25/2018	HPP-Prime Healthcare d.b.a. Shasta Regional Medical Center
HPP-Shasta Community Health Center	6/25/2018	HPP-Shasta Community Health Center

NO WITHHOLDING

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
DIGNITY HEALTH  
dba MERCY MEDICAL CENTER - REDDING**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California ("County") and Dignity Health, dba Mercy Medical Center Redding, a Non-Profit Public Benefit Corporation ("Consultant") for the purpose of providing emergency preparedness equipment during emergency events (collectively, the "Parties" and individually a "Party").

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

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

A. Receive the following Equipment from the County:

- 1) Elevation Grids - (Quantity: 24; Grainger Item: #4LUU8; Manufacturer: FSI; Model #F-TDMSPC)  
Maximum Value: \$4,633.20
- 2) Patient Conveyor System - (Quantity: 3; Grainger Item #4LUU7; Manufacturer: FSI; Model #F-RS)  
Maximum Value: \$5,902.18
- 3) Waste Pumps – (Quantity: 2; Grainger Item #4LUV3; Manufacturer: FSI; Model #F-WSP33AA)  
Maximum Value: \$1,569.51
- 4) Circulatory Cooling Vests – (Quantity: 5; Grainger Item #MRS-RV; Manufacturer: Kewl Flow; Model MRS-RV)  
Maximum Value: \$2,158.03
- 5) Evacuation Stair Chairs – (Quantity: 4; Grainger Item #2LBB4; Manufacturer: FERNO; Model #: 59-E)  
Maximum Value: \$11,404.53

Cumulative maximum value for the above Equipment shall not exceed: \$25,667.45

- B. By signing this agreement, acknowledge that California Department of Public Health ("CDPH") shall retain ownership of the Equipment, and acknowledge that Consultant has read, understands, and shall comply with all applicable terms and conditions of CDPH Local Funding Agreement Number 14-10544 ("LFA 14-10544"). The CDPH "LFA 14-10544" is available at:  
[http://www.co.shasta.ca.us/index/hhsa\\_index/Health\\_and\\_Safety/emergency\\_prep/hospital\\_prep/shasta-county-hpp-contract-information](http://www.co.shasta.ca.us/index/hhsa_index/Health_and_Safety/emergency_prep/hospital_prep/shasta-county-hpp-contract-information). Should Consultant be unable to access the electronic version of the CDPH LFA 14-10544, County will provide Consultant with a hard copy version upon written request.



- C. Pick up the Equipment from County and provide transportation and delivery of the Equipment from the location designated by County's Hospital Preparedness Program ("HPP") Coordinator ("Coordinator") to Consultant's facility.
- D. Service and maintain the Equipment pursuant to the terms of this agreement, including providing supplies and services necessary to the ongoing operation of the Equipment. Provide County with a written policy regarding the maintenance schedule for the Equipment within 10 calendar days of receiving a request.
- E. Maintain and administer a sound business program for ensuring the proper use, protection, insurance, and preservation of the Equipment. Consultant agrees to follow all applicable laws, regulations, ordinances, policies, procedures, and manufacturer's specifications when utilizing and storing the Equipment.
- F. Agree not to sell, transfer, or otherwise dispose of the Equipment during the term of this agreement. All items purchased with HPP Funds remain the property of CDPH and must be disposed of per LFA 14-10544 and CDPH Policies. Notwithstanding the previous sentence or anything else contained in this agreement, if the terms of LFA 14-10544 requires that ownership of the items purchased with HPP Funds remain the property of CDPH, therefore the terms of LFA 14-10544 control. Contact the Coordinator for direction on the disposition of the Equipment on or before the expiration date of this agreement, or upon determination that the Equipment is no longer wanted, usable or has passed its life expectancy, and upon termination of this agreement.
- G. Report in writing to Coordinator any irreparable damage or loss of Equipment during the term of this agreement within 10 business days of such damage or loss. In the event of damage or loss of the Equipment, Consultant shall reimburse County for the cost to repair or replace the Equipment.
- H. Maintain property records that include a description of the Equipment, serial number(s) or other identifying number(s), the source of the Equipment, the acquisition date, cost of the Equipment, County asset and/or inventory tag number, and the location, use and condition of the Equipment. A copy of the property records shall be submitted to the County within 10 business days of receipt of the Equipment from County, annually thereafter on or before June 30th of each year during the term of this agreement and for seven (7) years after termination of LFA 14-10544, and within 10 days of receiving a request for this information from the County. This Section I.H. shall survive the termination, expiration, or cancellation of this agreement.
- I. Agree to maintain and preserve, until three years after termination of LFA 14-10544 and final payment from CDPH to County, to permit CDPH or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records. This

Section I.I. shall survive the termination, expiration, or cancellation of this agreement.

- J. Provide information and/or documentation related to this agreement as requested by County within 10 calendar days. Consultant shall make Equipment received pursuant to this agreement available to County for annual onsite inspections of the Equipment, and/or as requested by County.
- K. Agree to maintain and use Equipment only for the performance of HPP related activities or other activities funded by CDPH.
- L. Agree that violation or breach of agreement terms may result in fiscal penalties, or termination of agreement.

**Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A. Purchase and provide for pickup by Consultant the Equipment listed in Section I.A. to Consultant at a mutually acceptable date and time. If a mutually acceptable location, date and time cannot be agreed upon, County shall determine the location, date and time. The HPP Coordinator shall provide Consultant the location, date and time the Equipment will be available for pick up and transportation to Consultant facility.
- B. Monitor Consultant's performance to assure compliance with the terms, conditions and specifications of the agreement.

**Section 3. COMPENSATION.**

There will be no exchange and/or receipt of payment from either Party to the other Party pursuant to this agreement. The consideration for performance of this agreement is the performance of the rights, duties, and obligations set forth in this agreement.

**Section 4. TERM OF AGREEMENT.**

This agreement shall commence as of the last date it has been signed by both Parties and shall end June 30, 2024

**Section 5. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately

upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised County's Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the HHSA Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 6. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 7. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

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

**Section 8. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 9. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for

failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 10. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof.

In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

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

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
  - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement,

County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

**Section 11. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds

or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 13. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 14. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

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

**Section 15. LICENSES AND PERMITS.**



Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 16. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

- A. Except as provided in section 5.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:           Branch Director  
                                  HHSA Public Health  
                                  Attn: Contracts Unit  
                                  2650 Breslauer Way  
                                  Redding, CA 96049-6005  
                                  Phone: 530-225-3761  
                                  Fax: 530-225-5555

If to Consultant:       CEO/President of Operations  
                                  Dignity Health dba Mercy Medical Center - Redding  
                                  2175 Rosaline Avenue  
                                  Redding, CA 96001  
                                  Phone: 530-225-6229  
                                  Fax: 530-242-5482

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

**Section 20. AGREEMENT PREPARATION.**

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

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

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

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

**Section 24. APPLICATION OF OTHER AGREEMENTS.**

Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the CDPH LFA 14-10544 between the County of Shasta and California Department of Public Health, Emergency Preparedness Office. Furthermore, Consultant shall, as specifically applicable under LFA 14-10544 Exhibit D(F), comply with all of their obligations pursuant to the following numbered provisions of LFA 14-10544 Exhibit D(F), section 5(J): 1,2,3,4,5,6,7,8,10,11,12,13,14,17,19,20,24, and 31 or other numbered provisions of LFA 14-10544 Exhibit D(F) that are deemed applicable.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

By: Alan B. Cox 6/19/18  
Alan B. Cox  
Deputy County Counsel III

RISK MANAGEMENT APPROVAL

By: James Johnson 06/19/2018  
James Johnson  
Risk Management Analyst III

**CONSULTANT**

Date: 6/21/18

By: G. Todd Smith  
G. Todd Smith  
President  
Dignity Health, dba Mercy Medical Center Redding

Tax I.D.#: 94-1196203

NO WITHHOLDING

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
PRIME HEALTHCARE SERVICES – SHASTA, LLC**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California (“County”) and Prime Healthcare Services – Shasta LLC (“Consultant”) for the purpose of providing emergency preparedness equipment for use during emergency events (collectively, the “Parties” and individually a “Party”).

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

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

- A. Receive the following Equipment from the County:
  - 1) Decon Shelter - (Quantity: 1; Grainger Item: #8RJC6; Manufacturer: Grainger Approved; Model #DAT3015) Maximum Value: \$12,084.07
- B. By signing this agreement, acknowledge that California Department of Public Health ("CDPH") shall retain ownership of the Equipment, and acknowledge that Consultant has read, understands, and shall comply with all applicable terms and conditions of CDPH Local Funding Agreement Number 14-10544 ("LFA 14-10544"). The CDPH "LFA 14-10544" is available at:  
[http://www.co.shasta.ca.us/index/hhsa\\_index/Health\\_and\\_Safety/emergency\\_prep/hospital\\_prep/shasta-county-hpp-contract-information](http://www.co.shasta.ca.us/index/hhsa_index/Health_and_Safety/emergency_prep/hospital_prep/shasta-county-hpp-contract-information). Should Consultant be unable to access the electronic version of the CDPH LFA 14-10544, County will provide Consultant with a hard copy version upon written request.
- C. Pick up the Equipment from County and provide transportation and delivery of the Equipment from the location designated by County's Hospital Preparedness Program ("HPP") Coordinator ("Coordinator") to Consultant's facility.
- D. Service and maintain the Equipment pursuant to the terms of this agreement, including providing supplies and services necessary to the ongoing operation of the Equipment. Provide County with a written policy regarding the maintenance schedule for the Equipment within 10 calendar days of receiving a request.
- E. Maintain and administer a sound business program for ensuring the proper use, protection, insurance, and preservation of the Equipment. Consultant agrees to follow all applicable laws, regulations, ordinances, policies, procedures, and manufacturer's specifications when utilizing and storing the Equipment.
- F. Agree not to sell, transfer, or otherwise dispose of the Equipment during the term of this agreement. All items purchased with HPP Funds remain the property of CDPH and must be disposed of per LFA 14-10544 and CDPH Policies. Notwithstanding the previous sentence or anything else contained in this

agreement, if the terms LFA 14-10544 requires that ownership of the items purchased with HPP Funds remain the property of CDPH, therefore the terms of LFA 14-10544 control. Contact the Coordinator for direction on the disposition of the Equipment on or before the expiration date of this agreement, or upon determination that the Equipment is no longer wanted, usable or has passed its life expectancy, and upon termination of this agreement.

- G. Report in writing to Coordinator any irreparable damage or loss of Equipment during the term of this agreement within 10 business days of such damage or loss. In the event of damage or loss of the Equipment, Consultant shall reimburse County for the cost to repair or replace the Equipment.
- H. Maintain property records that include a description of the Equipment, serial number(s) or other identifying number(s), the source of the Equipment, the acquisition date, cost of the Equipment, County asset and/or inventory tag number, and the location, use and condition of the Equipment. A copy of the property records shall be submitted to the County within 10 business days of receipt of the Equipment from County, annually thereafter on or before June 30th of each year during the term of this agreement and for seven (7) years after termination of LFA 14-10544, and within 10 days of receiving a request for this information from the County. This Section I.H. shall survive the termination, expiration, or cancellation of this agreement.
- I. Agree to maintain and preserve, until three years after termination of LFA 14-10544 and final payment from CDPH to County, to permit CDPH or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records. This Section I.I. shall survive the termination, expiration, or cancellation of this agreement.
- J. Provide information and/or documentation related to this agreement as requested by County within 10 calendar days. Consultant shall make Equipment received pursuant to this agreement available to County for annual onsite inspections of the Equipment, and/or as requested by County.
- K. Agree to maintain and use Equipment only for the performance of HPP related activities or other activities funded by CDPH.
- L. Agree that violation or breach of agreement terms may result in fiscal penalties, or termination of agreement.

**Section 2.     RESPONSIBILITIES OF COUNTY.**

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

- A.     Purchase and provide for pickup by Consultant the Equipment listed in Section I .A. to Consultant at a mutually acceptable date and time. If a mutually acceptable location, date and time cannot be agreed upon, County shall determine the location, date and time. The HPP Coordinator shall provide Consultant the location, date and time the Equipment will be available for pick up and transportation to Consultant facility.
- B.     Monitor Consultant's performance to assure compliance with the terms, conditions and specifications of the agreement.

**Section 3.     COMPENSATION.**

There will be no exchange and/or receipt of payment from either Party to the other Party pursuant to this agreement. The consideration for performance of this agreement is the performance of the rights, duties, and obligations set forth in this agreement.

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This agreement shall commence as of the last date it has been signed by both Parties and shall end June 30, 2024

**Section 5.     TERMINATION OF AGREEMENT.**

- A.     If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B.     County may terminate this agreement without cause on 30 days written notice to Consultant.
- C.     County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D.     County's right to terminate this agreement may be exercised County's Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the HHSA Director.

- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
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- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
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the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

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

**Section 10. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect

County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the

specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

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

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

**Section 11. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 13. ACCESS TO RECORDS; RECORDS RETENTION.**

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

payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 14. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

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

**Section 15. LICENSES AND PERMITS.**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 16. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

- A. Except as provided in section 5.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:                      Branch Director  
   HHSa Public Health  
   Attn: Contracts Unit  
   2650 Breslauer Way  
   Redding, CA 96049-6005  
   Phone: 530-225-3761  
   Fax: 530-225-5555

If to Consultant:                Chief Executive Officer  
   Prime Healthcare Services – Shasta, LLC  
   1100 Butte Street  
   Redding, CA 96001  
   Phone: (530) 244-5454  
   Fax: (530) 244-5119

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

**Section 20. AGREEMENT PREPARATION.**

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

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

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

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

**Section 24. APPLICATION OF OTHER AGREEMENTS.**

Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the CDPH LFA 14-10544 between the County of Shasta and California Department of Public Health, Emergency Preparedness Office. Furthermore, Consultant shall, as specifically applicable under LFA 14-10544 Exhibit D(F), comply with all of their obligations pursuant to the following numbered provisions of LFA 14-10544 Exhibit D(F), section 5(J): 1,2,3,4,5,6,7,8,10,11,12,13,14,17,19,20,24, and 31 or other numbered provisions of LFA 14-10544 Exhibit D(F) that are deemed applicable.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

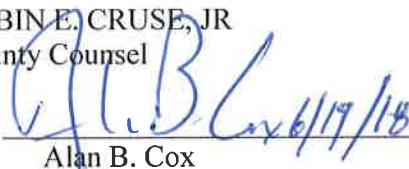
\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:  
RUBIN E. CRUSE, JR.  
County Counsel

By:   
Alan B. Cox  
Deputy County Counsel III

RISK MANAGEMENT APPROVAL

By:  6/19/2018  
James Johnson  
Risk Management Analyst III

**CONSULTANT**

Date: 6-20-18

By:   
Casey Fatch  
CEO, Prime Healthcare

Tax I.D.#: 26-3487583



NO WITHHOLDING

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
SHASTA COMMUNITY HEALTH CENTER**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California ("County") and Shasta Community Health Center, a California Non-Profit Corporation ("Consultant") for the purpose of providing emergency preparedness equipment for use during emergency events (collectively, the "Parties" and individually a "Party").

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

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

A. Receive the following Equipment from the County:

- 1) Treatment Area Flag Kit - (Quantity: 1; Grainger Item: #38E566; Manufacturer: DMS; Model #05021)  
Maximum Value: \$232.07
- 2) Industrial Headlamps - (Quantity: 6; Grainger Item #6AHA8; Manufacturer: Grainger Approved; Model #6AHA8)  
Maximum Value: \$56.75
- 3) Safety Glasses – (Quantity: 6; Grainger Item #1DPG2; Manufacturer: 3M; Model #11476-00000-10)  
Maximum Value: \$115.83
- 4) Shelter – (Quantity: 1; Grainger Item #4XMA6; Manufacturer: Grainger Approved; Model # 4XMA6)  
Maximum Value: \$440.50
- 5) Invertor Generator – (Quantity: 1; Grainger Item #20KP48; Manufacturer: Honda; Model #EU2000T1A1)  
Maximum Value: \$1,102.53
- 6) AED Backpack & First Aids Kit - (Quantity: 1; Life Saving Resources Item #SKU CHPS-Back-001; Manufacturer: Philips; Model AED-FAK)  
Maximum Value: \$1,925.13

Cumulative maximum value for the above Equipment shall not exceed: \$3,872.81

- B. By signing this agreement, acknowledge that California Department of Public Health ("CDPH") shall retain ownership of the Equipment, and acknowledge that Consultant has read, understands, and shall comply with all applicable terms and conditions of CDPH Local Funding Agreement Number 14-10544 ("LFA 14-10544"). The CDPH "LFA 14-10544" is available at:  
[http://www.co.shasta.ca.us/index/hhsa\\_index/Health\\_and\\_Safety/emergency\\_prep/hospital\\_prep/shasta-county-hpp-contract-information](http://www.co.shasta.ca.us/index/hhsa_index/Health_and_Safety/emergency_prep/hospital_prep/shasta-county-hpp-contract-information). Should Consultant be unable to access the electronic version of the CDPH LFA 14-10544, County will provide Consultant with a hard copy version upon written request.

- C. Pick up the Equipment from County and provide transportation and delivery of the Equipment from the location designated by County's Hospital Preparedness Program ("HPP") Coordinator ("Coordinator") to Consultant's facility.
- D. Service and maintain the Equipment pursuant to the terms of this agreement, including providing supplies and services necessary to the ongoing operation of the Equipment. Provide County with a written policy regarding the maintenance schedule for the Equipment within 10 calendar days of receiving a request.
- E. Maintain and administer a sound business program for ensuring the proper use, protection, insurance, and preservation of the Equipment. Consultant agrees to follow all applicable laws, regulations, ordinances, policies, procedures, and manufacturer's specifications when utilizing and storing the Equipment.
- F. Agree not to sell, transfer, or otherwise dispose of the Equipment during the term of this agreement. All items purchased with HPP Funds remain the property of CDPH and must be disposed of per LFA 14-10544 and CDPH Policies. Notwithstanding the previous sentence or anything else contained in this agreement, if the terms LFA 14-10544 requires that ownership of the items purchased with HPP Funds remain the property of CDPH, therefore the terms of LFA 14-10544 control. Contact the Coordinator for direction on the disposition of the Equipment on or before the expiration date of this agreement, or upon determination that the Equipment is no longer wanted, usable or has passed its life expectancy, and upon termination of this agreement.
- G. Report in writing to Coordinator any irreparable damage or loss of Equipment during the term of this agreement within 10 business days of such damage or loss. In the event of damage or loss of the Equipment, Consultant shall reimburse County for the cost to repair or replace the Equipment.
- H. Maintain property records that include a description of the Equipment, serial number(s) or other identifying number(s), the source of the Equipment, the acquisition date, cost of the Equipment, County asset and/or inventory tag number, and the location, use and condition of the Equipment. A copy of the property records shall be submitted to the County within 10 business days of receipt of the Equipment from County, annually thereafter on or before June 30th of each year during the term of this agreement and for seven (7) years after termination of LFA 14-10544, and within 10 days of receiving a request for this information from the County. This Section I.H. shall survive the termination, expiration, or cancellation of this agreement.
- I. Agree to maintain and preserve, until three years after termination of LFA 14-10544 and final payment from CDPH to County, to permit CDPH or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any

employees who might reasonably have information related to such records. This Section I.I. shall survive the termination, expiration, or cancellation of this agreement.

- J. Provide information and/or documentation related to this agreement as requested by County within 10 calendar days. Consultant shall make Equipment received pursuant to this agreement available to County for annual onsite inspections of the Equipment, and/or as requested by County.
- K. Agree to maintain and use Equipment only for the performance of HPP related activities or other activities funded by CDPH.
- L. Agree that violation or breach of agreement terms may result in fiscal penalties, or termination of agreement.

**Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A. Purchase and provide for pickup by Consultant the Equipment listed in Section I.A. to Consultant at a mutually acceptable date and time. If a mutually acceptable location, date and time cannot be agreed upon, County shall determine the location, date and time. The HPP Coordinator shall provide Consultant the location, date and time the Equipment will be available for pick up and transportation to Consultant facility.
- B. Monitor Consultant's performance to assure compliance with the terms, conditions and specifications of the agreement.

**Section 3. COMPENSATION.**

There will be no exchange and/or receipt of payment from either Party to the other Party pursuant to this agreement. The consideration for performance of this agreement is the performance of the rights, duties, and obligations set forth in this agreement.

**Section 4. TERM OF AGREEMENT.**

This agreement shall commence as of the last date it has been signed by both Parties and shall end June 30, 2024

**Section 5. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately

upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised County's Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the HHSA Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 6. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 7. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

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

**Section 8. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 9. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for

failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 10. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof.

In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

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

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
  - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement,

County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

**Section 11. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds



or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 13. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 14. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

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

**Section 15. LICENSES AND PERMITS.**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 16. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

- A. Except as provided in section 5.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:           Branch Director  
                                  HHSa Public Health  
                                  Attn: Contracts Unit  
                                  2650 Breslauer Way  
                                  Redding, CA 96049-6005  
                                  Phone: 530-225-3761  
                                  Fax: 530-225-5555

If to Consultant:       Chief Executive Officer  
                                  Shasta Community Health Center  
                                  1035 Placer Street  
                                  Redding, CA 96001  
                                  Phone: (530) 246-5980  
                                  Fax: (530) 241-7838

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

**Section 20. AGREEMENT PREPARATION.**

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

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

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

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

**Section 24. APPLICATION OF OTHER AGREEMENTS.**

Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the CDPH LFA 14-10544 between the County of Shasta and California Department of Public Health, Emergency Preparedness Office. Furthermore, Consultant shall, as specifically applicable under LFA 14-10544 Exhibit D(F), comply with all of their obligations pursuant to the following numbered provisions of LFA 14-10544 Exhibit D(F), section 5(J): 1,2,3,4,5,6,7,8,10,11,12,13,14,17,19,20,24, and 31 or other numbered provisions of LFA 14-10544 Exhibit D(F) that are deemed applicable.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:  
RUBIN E. CRUSE, JR.  
County Counsel

By: Alan B. Cox 6/19/18  
Alan B. Cox  
Deputy County Counsel III

RISK MANAGEMENT APPROVAL

By: James Johnson 06/19/2018  
James Johnson  
Risk Management Analyst III

**CONSULTANT**

Date: 6-19-2018

\_\_\_\_\_  
C. Dean Germano, CEO  
Shasta Community Health Center

Tax I.D.#: 68-0165855

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Health and Human Services-12.

**SUBJECT:**

Accept Naloxone Donation from Aegis Treatment Centers

**DEPARTMENT:** Health and Human Services Agency-Public Health

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530) 245-6861

**STAFF REPORT APPROVED BY:** Terri Fields Hosler, MPH, RD-Public Health Branch Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Take the following actions: (1) Approve acceptance of ongoing naloxone kit donations from Aegis Treatment Centers in a value not to exceed \$37,500; and (2) authorize the Health and Human Services (HHSA) Public Health Branch to distribute naloxone kits to community partners and clients of HHSA programs.

**SUMMARY**

Aegis has resources to purchase and donate the life-saving drug naloxone to the HHSA for distribution to community members in Shasta County.

**DISCUSSION**

Drug overdose is the leading cause of injury death in the United States. Twenty-one Shasta County residents died in 2017 and there were 53 hospitalizations of Shasta County residents in 2016 due to an opioid overdose. In 2017, there were an average of 1,002 opioid prescriptions dispensed per 1,000 Shasta County residents compared to an average rate of 508 prescriptions per 1,000 California residents during the same time. Also, heroin overdoses have been increasing in our community in recent years, with nine overdose deaths in 2017 and 54 overdose emergency department visits to local hospitals in 2016.

Naloxone is a medicine that is used to temporarily reverse the effects of an opioid overdose. Research shows that when naloxone and overdose education are available to community members, overdose deaths decrease in those communities. Through a grant, Aegis has naloxone kits available for community distribution. Additionally, Dr. Karen Smith, California Department of Public Health's Director and State Health Officer, has issued a standing order for naloxone kits, expanding access to naloxone for the residents of California. It allows organizations that cannot prescribe naloxone to distribute it to those who are at risk of experiencing an opioid-related overdose, and to other persons in a position to assist during an opioid-related overdose. Shasta County HHSA – Public Health Branch would like to receive donations of naloxone kits from Aegis and partner with community organizations and HHSA programs to distribute naloxone kits to community members to reduce the number of opiate overdose deaths in Shasta County.

### **ALTERNATIVES**

The Board could choose not to approve this donation.

### **OTHER AGENCY INVOLVEMENT**

The recommendation has been reviewed by the County Administrative Office.

### **FINANCING**

The donation is specifically for naloxone kits being received by Shasta County HHSA Public Health Branch. There is no financing involved and thus no additional General Fund impact.

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Health and Human Services-13.

**SUBJECT:**

2018 Health and Human Services Agency Public Health Laboratory Environmental Laboratory Accreditation Program  
Application Owner Signature Request

**DEPARTMENT:** Health and Human Services Agency-Public Health

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530)  
245-6861

**STAFF REPORT APPROVED BY:** Terri Fields Hosler, MPH, RD-Public Health Branch Director

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign the State Water Resources Control Board, Application for Certification, Environmental Laboratory Accreditation Program, as required by the California Department of Public Health in the amount of \$2,741 for Public Health Laboratory environmental testing certification for the period August 31, 2018 through September 1, 2019.

**SUMMARY**

N/A

**DISCUSSION**

In order to satisfy its legal requirements to perform environmental water testing, the Health and Human Services Agency (HHS) Public Health Laboratory, must reapply annually and be inspected by the California Environmental Laboratory Accreditation Program. The application requires the signature of the owner or a person legally authorized to bind the owner of the laboratory.

**ALTERNATIVES**

The Board could decline to authorize this application for reaccreditation. This declination would result in a revocation of the HHS Public Health Laboratory license to perform environmental water testing.

**OTHER AGENCY INVOLVEMENT**



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

**FINANCING**

There is no additional General Fund impact with approval of the recommendation.

**ATTACHMENTS:**


Description	Upload Date	Description
State Water Resource ELAP Application	7/9/2018	State Water Resource ELAP Application

Home » Drinking Water » Certlic » Labs

## ELAP - Application and Field of Testing (FOT) Forms

### Application Forms

The ELAP 001 application form requests general information about the laboratory and personnel. It must be fully filled out, signed, and dated to be acceptable.

 **PLEASE NOTE:** The ELAP application form appears with **strikeouts and red editing marks**. Please use the version with these marks. ELAP 001 is defined in regulation and content cannot be deleted until regulatory change is made. See our [Regulations](#) page for updates.

» [Application \(PDF\)](#) - revised March 2017

» [Application \(Word\)](#) - revised March 2017

### Field of Testing Forms

Field of Testing forms are Excel file worksheets that identify which subgroups a laboratory is requesting accreditation of.

**Please do not edit or manipulate the Excel worksheets.** Keeping them in their current form allows ELAP to upload the requested subgroups directly to our accreditation database when we process an application. Simply enter a "Y" in the appropriate field next to the subgroups being requested.

These forms need to be submitted in two formats with every application:

1. PDF. When printed, a signature and date field appears at the bottom of each form. Each page needs to be signed and dated, then scanned and submitted as a PDF.
2. Excel file(s). Attach the saved Excel file (s) for each of your FOT forms to your application submission email.

#### Microbiology

- » [FOT 101](#) - Microbiology of Drinking Water - revised April 2016
- » [FOT 107](#) - Microbiology of Wastewater - revised May 2015
- » [FOT 126](#) - Microbiology of Recreational Water - revised June 2014

#### Inorganic Chemistry

- » [FOT 102](#) - Inorganic Chemistry of Drinking Water - revised Sept. 2014
- » [FOT 103](#) - Toxic Chemical Elements of Drinking Water - revised June 2014
- » [FOT 108](#) - Inorganic Chemistry of Wastewater - revised Sept. 2014
- » [FOT 109](#) - Toxic Chemical Elements of Wastewater - revised June 2014
- » [FOT 114/115/120](#) - Inorganic Chemistry & Toxic Chemical Elements of Hazardous Waste/Extraction Test/Physical Properties of Hazardous Waste - revised May 2006

#### Organic Chemistry

- » [FOT 104](#) - Volatile Organic Chemistry of Drinking Water - revised January 2018
- » [FOT 105](#) - Semi-volatile Organic Chemistry of Drinking Water - revised June 2014
- » [FOT 110](#) - Volatile Organic Chemistry of Wastewater - revised June 2014
- » [FOT 111](#) - Semi-Volatile Organic Chemistry of Wastewater - revised Sept. 2014
- » [FOT 116/117](#) - Volatile Organic Chemistry of Hazardous Waste/Semi-Volatile Organic Chemistry of Hazardous Waste - revised May 2007

#### Bioassay

- » [FOT 113/119](#) - Whole Effluent Toxicity of Wastewater/Toxicity Bioassay of Hazardous Waste - revised March 2010

#### Radiochemistry

- » [FOT 106/112/118](#) - Radiochemistry - revised March 2010

#### Bulk Asbestos

» FOT 121 - Bulk Asbestos Analysis of Hazardous Waste - *revised May 2002*

**Pesticide Residues in Food**

» FOT 124/125 - Organic Chemistry of Pesticide Residues in Food (measurements by MS techniques)/ Organic Chemistry of Pesticide Residues in Food (excluding measurements by MS techniques) - *revised May 2002*

**Shellfish Sanitation**

» FOT 127 - Shellfish Sanitation - *revised Aug. 2006*

**Cryptosporidium**

» FOT 129 - Parasites in Potable Water - *revised June 2014*

(Updated 3/5/18)

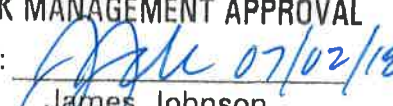
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The California Water Boards include the [State Water Resources Control Board](#) and nine [Regional Boards](#).  
The State Water Board is one of six environmental entities operating under  
the authority of the California Environmental Protection Agency  
[CalEPA](#) | [ARB](#) | [CalRecycle](#) | [DPR](#) | [DTSC](#) | [OEHHA](#) | [SWRCB](#)

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL

  
Alan B. Cox  
Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY:  07/02/18  
James Johnson  
Risk Management Analyst

This application is for laboratories seeking certification under the California Environmental Laboratory Improvement Act (Chapter 4 commencing with Section 100825, Part 1, Division 101, of the California Health And Safety Code).

1. Type of Application: New [ ] Renewal [x] Amendment [ ]  
Certificate No. 2156 Expiration Date: 8/31/2018

2. Name of Laboratory: Shasta County Public Health Laboratory

3. Division: Health and Human Services Agency, Public Health Branch

4. Laboratory Location / Address: (Actual Location)  
Street: 2650 Breslauer Way Suite B  
City: Redding State: CA Zip: 96001  
Country: USA Country Code:

5. Laboratory Mailing Address: (For mail delivery)  
Street: 2650 Breslauer Way Suite B  
City: Redding State: CA Zip: 96001  
Country: USA Country Code:

6. Laboratory Shipping Address: (For sample delivery)  
Street: 2650 Breslauer Way Suite B  
City: Redding State: CA Zip: 96001  
Country: USA Country Code:

7. Telephone #: (530) 225-5072 8. FAX #: (530) 225-5061

9. E-Mail Address: pstockton@co.shasta.ca.us 10. Web Site:

11. County (CA only): Shasta County 12. Water Quality Control Board Region #: 5R

13. Description of Laboratory Type: (Check one)  
☐ Commercial ☐ City ☐ Academic Institute  
☐ Federal ☐ Public water system ☐ Hospital or health care  
☐ State ☐ Public wastewater system ☐ Industrial (an industry with discharge permit)  
☒ County ☐ Recycling Facility ☐ Other (describe)

14. Laboratory Director: Pepper Stockton Telephone #: (530) 225-3740

15. Contact Person: Pepper Stockton Telephone #: (530) 225-3740

16. Mail Recipient Name: Pepper Stockton

17. Owner / Agents Name: County of Shasta

18. For Mobile Laboratories:  
Vehicle Make: Model: Vehicle ID #:   
Vehicle License No.: State of Registration:

Application Number: \_\_\_\_\_ Amount Received: \_\_\_\_\_ Date Received: \_\_\_\_\_

**PRIVACY NOTIFICATION**

The information in Part B (Personnel Qualifications) of this application is requested by the State Department of Public Health in compliance with the Information Practices Act of 1977. The authority for maintaining the requested information is the California Code of Regulations, Title 22, Sections 64485 and 67605. This information is mandatory. Failure to provide all the necessary information may result in denial of the application for certification. The purpose of the personnel information is to verify the personnel qualifications required for the laboratory director and principal analyst(s). This information will not be disclosed except in accordance with the Information Practices Act of 1977. For more information or access to your records, contact ELAPB.

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**PART B PERSONNEL  
QUALIFICATIONS  
LABORATORY DIRECTOR**

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1. Name (Last, First, Middle Initial): Stockton, Pepper, D.Q.

2. Title: Assistant Laboratory Director/ ELAP Laboratory Director

3. Education:

Month/Year From - To	College/University	Major	Degree	Year Completed
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8/1998 to 05/2000	College of the Redwoods	General Ed.	None	
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9/2002 to 6/2002	UC Davis	Biotechnology	B.S.	2002
8/2002 to 11/2009	UC San Diego	Biology	PhD	2009

4. Technical Training:

Month/Year From - To	Technical Trade or Service School	Subject Certificate	Year Completed
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1/2013 to 7/2013	CA Department of Health Services	Public Health Microbiology	2013
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5. Relevant Experience: (Last 5 years)

Month/Year From - To	Name and Address of Employer	Job Title
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1/2013 to 7/2013	Humboldt County Public Health Laboratory 529 I St., Eureka, CA 95501	Public Health Microbiology Trainee
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2/2014 to 5/2017	Shasta County Public Health Laboratory	Public Health Microbiologist
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5/2017 to present	Shasta County Public Health Laboratory	Assistant Laboratory Director/ELAP Director
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2650 Breslauer Way, Redding, CA 96001

6. Briefly describe your experience relevant to this employment on a separate sheet of paper. Be sure to identify the laboratory, person's name and position.

7. Certificate(s): (Analyst)

☐ CAL Nevada Section American Water Works Association

Grade: \_\_\_\_\_ Expiration date: \_\_\_\_\_

☐ California Water Environment Association (CWEA)

Grade: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Shasta County Public Health Laboratory  
Pepper Stockton  
Assistant Clinical Laboratory Director/ELAP Director

Since 2014 I have worked at Shasta County Public Health Laboratory and I have participated in all aspects of our Water testing program, including test setup, resulting, customer notification, QC, and proficiency testing. We participate in the Phenova Program of proficiency testing. For the first 3 years, I worked as a Public Health Microbiologist and for the last 6 months I have been the lab manager as well as Assistant Director.

I have been the ELAP Laboratory Director for Shasta County Public Health lab since October 30, 2017.

**PART B PERSONNEL  
QUALIFICATIONS PRINCIPAL  
ANALYST**

Please make photocopies of this form and provide the information for additional personnel.

1. Name (Last, First, Middle Initial): Cole, Ken, J

2. Title: Public Health Microbiologist

☐ Supervisor of Section \_\_\_\_\_

Operates Device \_\_\_\_\_

3. Education:

Month/Year From - To	College/University	Major	Degree	Year Completed
8/1995 to 5/1998	Shasta College	General Ed.	AA	1998
8/1998 to 5/2000	Chico State	Microbiology	BS	2000

4. Technical Training:

Month/Year From - To	Technical Trade or Service School	Subject Certificate	Year Completed
11/2002 to 4/2003	CA Department of Health Services	Public Health Microbiology	2003

5. Relevant Experience: (Last 5 years)

Month/Year From - To	Name and Address of Employer	Job Title
8/2002 to Present	Shasta County Public Health Laboratory 2650 Breslauer Way, Redding, CA 96001	Public Health Microbiologist

6. Briefly describe your experience relevant to this employment on a separate sheet of paper. Be sure to identify the laboratory, person's name and position.

7. Certificate(s): (Analyst)

☐ CAL Nevada Section American Water Works Association

Grade: \_\_\_\_\_ Expiration date: \_\_\_\_\_

☐ California Water Environment Association (CWEA)

Grade: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Shasta County Public Health Laboratory  
Ken Cole  
Public health Microbiologist

Since 2002 I have worked at Shasta County Public Health Laboratory in all sections of the laboratory, including water testing. We perform Colisure Presence/Absence test on drinking water and Colilert Quantitray tests on drinking water and raw surface waters.



# **PART B PERSONNEL QUALIFICATIONS PRINCIPAL ANALYST**

Please make photocopies of this form and provide the information for additional personnel.

1. Name (Last, First, Middle Initial): Hood, Heather, E

2. Title: Public Health Microbiologist

☐ Supervisor of Section \_\_\_\_\_ Operates Device \_\_\_\_\_

3. Education:

Month/Year From - To	College/University	Major	Degree	Year Completed
8/1998 to 12/2001	College of the Redwoods	Transfer Studies	AA	2001
1/2002 to 5/2007	Humboldt State	Cellular and Molecular Biology	BS	2007

4. Technical Training:

Month/Year From - To	Technical Trade or Service School	Subject Certificate	Year Completed
1/2014 to 8/2014	CA Department of Health Services	Public Health Microbiology	2014

5. Relevant Experience: (Last 5 years)

Month/Year From - To	Name and Address of Employer	Job Title
8/2017 to Present	Shasta County Public Health Laboratory 2650 Breslauer Way, Redding, CA 96001	Public Health Microbiologist
11/2012 to 7/2017	Humboldt County Public Health Laboratory 529 I St., Eureka, CA 95501	Public Health Microbiologist

6. Briefly describe your experience relevant to this employment on a separate sheet of paper. Be sure to identify the laboratory, person's name and position.

7. Certificate(s): (Analyst)

☐ CAL Nevada Section American Water Works Association

Grade: \_\_\_\_\_ Expiration date: \_\_\_\_\_

☐ California Water Environment Association (CWEA)

Grade: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Shasta County Public Health Laboratory  
Heather Hood  
Public health Microbiologist

As a Public Health Microbiologist at the Shasta County Public Health Lab I have participated in water testing in our lab from August 2017 to present. This includes setting up tests and interpreting results for presence/absence tests using Colisure and quantity tray tests using Colilert as well as participating in proficiency testing.

As a Public Health Microbiologist at the Humboldt County Public Health Lab I have participated in water testing from November 2012 to July 2017. This includes setting up tests and interpreting results for presence/absence tests and quantity tray tests using Colilert, multiple tube fermentation, plate count as well as participating in quality assurance program and proficiency testing.

# **PART B PERSONNEL QUALIFICATIONS PRINCIPAL ANALYST**

Please make photocopies of this form and provide the information for additional personnel.

1. Name (Last, First, Middle Initial): Mello, Brandi, M

2. Title: Laboratory Technician

☐ Supervisor of Section \_\_\_\_\_ Operates Device \_\_\_\_\_

3. Education:

Month/Year From - To	College/University	Major	Degree	Year Completed
8/1992 to 5/1993	Cypress College	General Ed.	None	
8/1993 to 5/1998	Shasta College	General Ed.	AA	1998
8/1998 to 5/2001	Chico State	Biology	BS	2001

4. Technical Training:

Month/Year From - To	Technical Trade or Service School	Subject Certificate	Year Completed

5. Relevant Experience: (Last 5 years)

Month/Year From - To	Name and Address of Employer	Job Title
12/2001 to Present	Shasta County Public Health Laboratory 2650 Breslauer Way, Redding, CA 96001	Laboratory Technician

6. Briefly describe your experience relevant to this employment on a separate sheet of paper. Be sure to identify the laboratory, person's name and position.

7. Certificate(s): (Analyst)

☐ CAL Nevada Section American Water Works Association

Grade: \_\_\_\_\_ Expiration date: \_\_\_\_\_

☐ California Water Environment Association (CWEA)

Grade: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Shasta County Public Health Laboratory  
Brandi Mello  
Laboratory Technician

I have been employed at Shasta County Public Health Laboratory since 2001. I have been trained in water testing procedures used at our lab to test drinking water and surface waters for EC and total coliforms using Colilert and Colisure for P/A and Quantitray determinations. My duties in the laboratory include laboratory support and maintenance along with customer service. This includes reporting results to our clients and providing remedial information or referral if needed.

## PART C FIELDS OF TESTING

Check the appropriate box(es) for the Fields of Testing (FoTs) for which your laboratory requests certification.

<input checked="" type="checkbox"/>	E101	Microbiology of Drinking Water
<input type="checkbox"/>	E102	Inorganic Chemistry of Drinking Water
<input type="checkbox"/>	E103	Toxic Chemical Elements of Drinking Water
<input type="checkbox"/>	E104	Volatile Organic Chemistry of Drinking Water
<input type="checkbox"/>	E105	Semi-volatile Organic Chemistry of Drinking Water
<input type="checkbox"/>	E106	Radiochemistry of Drinking Water
<input type="checkbox"/>	E107	Microbiology of Wastewater
<input type="checkbox"/>	E108	Inorganic Chemistry of Wastewater
<input type="checkbox"/>	E109	Toxic Chemical Elements of Wastewater
<input type="checkbox"/>	E110	Volatile Organic Chemistry of Wastewater
<input type="checkbox"/>	E111	Semi-volatile Organic Chemistry of Wastewater
<input type="checkbox"/>	E112	Radiochemistry of Wastewater
<input type="checkbox"/>	E113	Whole Effluent Toxicity of Wastewater
<input type="checkbox"/>	E114	Inorganic Chemistry & Toxic Chemical Elements of Hazardous Waste
<input type="checkbox"/>	E115	Extraction Test of Hazardous Waste
<input type="checkbox"/>	E116	Volatile Organic Chemistry of Hazardous Waste
<input type="checkbox"/>	E117	Semi-volatile Organic Chemistry of Hazardous Waste
<input type="checkbox"/>	E118	Radiochemistry of Hazardous Waste
<input type="checkbox"/>	E119	Toxicity Bioassay of Hazardous Waste
<input type="checkbox"/>	E120	Physical Properties of Hazardous Waste
<input type="checkbox"/>	E121	Bulk Asbestos Analysis of Hazardous Waste
	E122*	Microbiology of Food
	E123*	Inorganic Chemistry and Toxic Chemical Elements of Pesticide Residues in Food
<input type="checkbox"/>	E124	Organic Chemistry of Pesticide Residues in Food (measurements by MS techniques)
<input type="checkbox"/>	E125	Organic Chemistry of Pesticide Residues in Food (excluding measurements by MS techniques)
<input type="checkbox"/>	E126	Microbiology of Recreational Water
<input type="checkbox"/>	E127	Shellfish Sanitation
	E128*	Air Quality Monitoring
<input type="checkbox"/>	E129	Parasites in Potable Water
	E130*	Parasites in Non-Potable Water

**PART D  
INVOICE FOR FEES**

- ☐ Claim of Exemption from Fees: (attach written evidence for claim of exemption)  
☐ California County or City Public Health Laboratory established under, Health and Safety Code Section 101150  
☐ Government Reference Laboratory as defined in, Health and Safety Code Section 100860 (e) & (g)

☒ Not Exempt From Fees

The Basic Fee is ~~\$1512.00~~ \$1890.00, and the Field of Testing Fee is ~~\$681.00~~ \$851.00.

Basic Fee + Number of Fields of Testing Requested times the Field of Testing Fee = Total Fee

~~\$1512~~ \$1,890.00 + \$851.00 = \$ 2741.00  
Base Fee + (Number of FoTs X ~~\$681~~ \$851) = Total Fee Amount

Enclose a check for the total fee, payable to "Environmental Laboratory Accreditation Program Branch."

NOTE: Out of state laboratories - the cost of travel to visit a laboratory located outside the State of California will be determined and billed after completion of the site visit, Section 100860(b), Health and Safety Code.

**PART E  
QUALITY ASSURANCE MANUAL**

Please submit two copies of your laboratory's manual for the in-house quality assurance program with this application by mail to P.O. Box 100, Sacramento, CA 95812-0100 or e-mail to [elapca@waterboards.ca.gov](mailto:elapca@waterboards.ca.gov).

**PART F  
FIELD OF TESTING WORKSHEET** Field of Testing (FoT) worksheets

can be downloaded from [http://www.waterboards.ca.gov/drinking\\_water/certlic/labs/documents/ELAP-FOT-2014.pdf](http://www.waterboards.ca.gov/drinking_water/certlic/labs/documents/ELAP-FOT-2014.pdf)  
<http://www.cdph.ca.gov/certlic/labs/Pages/ELAPforms.aspx>. Please submit a completed hard copy if mailing and an electronic copy of the worksheet for each FoT the laboratory is seeking or amending accreditation. Submit the completed electronic worksheets and signed hard copy via email to [elapca@waterboards.ca.gov](mailto:elapca@waterboards.ca.gov) ([elapca@cdph.ca.gov](mailto:elapca@cdph.ca.gov)) or by mail (diskette, CD, DVD). Submit the signed hard copy to ELAPB (address listed below).

**PART G  
OTHER PERTINENT INFORMATION (OPTIONAL)**

Use a separate sheet of paper to provide any additional information about your laboratory that you feel may demonstrate laboratory competency, such as other certifications and proficiency testing programs in which your laboratory participates.

**PART H  
APPROVAL FOR SUBMISSION**

(This Section must be completed and signed before the application will be accepted.)

TYPE OR PRINT: Name of Laboratory: Shasta County Public Health Laboratory

Name of Owner or Owner's Agent: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Return the completed application, quality assurance manual, Field of Testing worksheets, and the appropriate fee to:

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM BRANCH (ELAPB)  
850 Marina Bay Parkway, Building P, 1<sup>st</sup> Floor, MS-0511

Richmond, CA  
94804

P.O. Box 100, Sacramento, CA 95812-0100  
[www.waterboards.ca.gov/elap](http://www.waterboards.ca.gov/elap)

Field of Testing 101: Microbiology of Drinking Water  
Safe Drinking Water Act 40 CFR 141

Lab Name: Shasta County Public Health Laboratory  
Certificate #: 2156

Subgroup Code	Analyte Code	Method	Analyte	Technology	Enter Y for selection	Comments
101.010	001	SM 9215 B	Heterotrophic Bacteria	Pour plate		
101.010	002	SimPlate	Heterotrophic Bacteria	Idexx		
101.020	001	SM 9221 B	Total Coliform, P/A	Multiple Tube Fermentation		
101.020	002	SM 9221 B,E	Fecal Coliform, P/A	Multiple Tube Fermentation		
101.020	003	SM 9221 B,F	E. Coli, P/A	Multiple Tube Fermentation		
101.020	004	SM 9221 B,C	Total Coliform, Enumeration *	Multiple Tube Fermentation		
101.020	005	SM 9221 B,E	Fecal Coliform, Enumeration	Multiple Tube Fermentation		
101.020	006	SM 9221 B,F	E. Coli, Enumeration	Multiple Tube Fermentation		
101.030	001	SM 9221 D	Total Coliform, P/A	Presence-Absence		
101.030	002	SM 9221 D,E	Fecal Coliform, P/A	Presence-Absence		
101.030	003	SM 9221 D,F	E. Coli, P/A	Presence-Absence		
101.040	001	SM 9222 B	Total Coliform, P/A	Membrane Filter		
101.040	002	SM 9222 D	Fecal Coliform, P/A	Membrane Filter		
101.040	003	SM 9222 C	Total Coliform, P/A	Membrane Filter, Delayed		
101.040	004	SM 9222 G	E. Coli, P/A	Membrane Filter, Two Step		
101.040	005	SM 9222 B	Total Coliform, Enumeration *	Membrane Filter		
101.040	006	SM 9222 D	Fecal Coliform, Enumeration	Membrane Filter		
101.040	007	SM 9222 C	Total Coliform, Enumeration *	Membrane Filter, Delayed		
101.040	008	SM 9222 G	E. Coli, Enumeration	Membrane Filter, Two Step		
101.050	001	SM 9223 B Colilert	Total Coliform, P/A	Enzyme Substrate		
101.050	002	SM 9223 B Colilert	E. Coli, P/A	Enzyme Substrate		
101.050	003	SM 9223 B Colilert	Total Coliform, Enumeration *	Enzyme Substrate	Y	
101.050	004	SM 9223 B Colilert	E. Coli, Enumeration	Enzyme Substrate	Y	
101.050	005	SM 9223 B Colilert 18	Total Coliform, P/A	Enzyme Substrate		
101.050	006	SM 9223 B Colilert 18	E. Coli, P/A	Enzyme Substrate		
101.050	007	SM 9223 B Colilert 18	Total Coliform, Enumeration *	Enzyme Substrate		

Laboratory Name: Shasta County Public Health Laboratory

Lab Director or Representative: Pepper Spickton  
(Print Name)

Signature: 

Date: 5/21/18



**Field of Testing 101: Microbiology of Drinking Water**  
**Safe Drinking Water Act 40 CFR 141**

**Lab Name: Shasta County Public Health Laboratory**  
**Certificate #: 2156**

Subgroup Code	Analyte Code	Method	Analyte	Technology	Enter Y for selection	Comments
101.050	008	SM 9223 B Colilert 18	E. Coli, Enumeration	Enzyme Substrate		
101.050	009	SM 9223 B Colisure	Total Coliform, P/A	Enzyme Substrate	Y	
101.050	010	SM 9223 B Colisure	E. Coli, P/A	Enzyme Substrate	Y	
101.050	011	SM 9223 B Colisure	Total Coliform, Enumeration *	Enzyme Substrate		
101.050	012	SM 9223 B Colisure	E. Coli, Enumeration	Enzyme Substrate		
101.060	001	E*Colite	Total Coliform, P/A	Enzyme Substrate		
101.060	002	E*Colite	E. Coli, P/A	Enzyme Substrate		
101.070	001	m-ColiBlue24	Total Coliform, P/A	Membrane Filter		
101.070	002	m-ColiBlue24	E. Coli, P/A	Membrane Filter		
101.070	003	m-ColiBlue24	Total Coliform, Enumeration *	Membrane Filter		
101.070	004	m-ColiBlue24	E. Coli, Enumeration	Membrane Filter		
101.080	001	ReadyCult	Total Coliform, P/A	Enzyme Substrate		
101.080	002	ReadyCult	E. Coli, P/A	Enzyme Substrate		
101.090	001	Chromocult	Total Coliform, P/A	Enzyme Substrate		
101.090	002	Chromocult	E. Coli, P/A	Enzyme Substrate		
101.100	001	Colitag	Total Coliform, P/A	Enzyme Substrate		
101.100	002	Colitag	E. Coli, P/A	Enzyme Substrate		
101.120	001	EPA 1603	E. Coli, Enumeration	Membrane Filter		
101.130	001	EPA 1604	Total Coliform, P/A	Membrane Filter		
101.130	002	EPA 1604	E. Coli, P/A	Membrane Filter		
101.130	003	EPA 1604	Total Coliform, Enumeration *	Membrane Filter		
101.130	004	EPA 1604	E. Coli, Enumeration	Membrane Filter		
101.140	001	SM 9230 B	Enterococci	Multiple Tube Fermentation		
101.150	001	SM 9230 C	Enterococci	Membrane Filter		
101.160	001	EPA 1600	Enterococci	Membrane Filter		
101.170	001	Enterolert	Enterococci	Enzyme Substrate		

Laboratory Name: *Shasta County Public Health Laboratory*

Lab Director or Representative:

(Print Name)

*Pepper Stachon*

Signature:

*[Signature]*

Date: *5/21/18*

**Field of Testing 101: Microbiology of Drinking Water**  
**Safe Drinking Water Act 40 CFR 141**

**Lab Name: Shasta County Public Health Laboratory**  
**Certificate #: 2156**

Subgroup Code	Analyte Code	Method	Analyte	Technology	Enter Y for selection	Comments
101.180	001	Tecta EC/TC	Total Coliform, P/A	Enzyme Substrate		
101.180	002	Tecta EC/TC	E. Coli, P/A	Enzyme Substrate		
101.190	001	EPA 1601	Coliphage, P/A	Membrane Filter		
101.200	001	EPA 1602	Coliphage, P/A	Membrane Filter		
101.210	001	Fast Phage	Coliphage, P/A	Enzyme Substrate		

**References:**

**Please refer to the following rules for your monitoring program:**

Revised Total Coliform Rule-40 CFR 141.852  
 Total Coliform Rule-40 CFR 141.21  
 Ground Water Rule-40 CFR 141.402  
 Surface Water Treatment Rule-40 CFR 141.74  
 Long Term 2 Enhanced Surface Water Treatment Rule-40 CFR 141.704  
 Appendix A to Subpart C of Part 141—Alternative Testing Methods Approved for Analyses Under the SDWA  
 \* Acceptable for disinfected secondary-23 (as defined in Title 22 CCR Section 60301.225),  
 disinfected secondary-2.2 (as defined in Title 22 CCR Sections 60301.220) and  
 disinfected tertiary (as defined in Title 22 CCR Section 60301.230) recycled waters.

Laboratory Name: *Shasta County Public Health Laboratory*

Lab Director or Representative:  
 (Print Name) *Pepper Sheldton*

Signature: *[Signature]*

Date: *5/21/18*

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Health and Human Services-14.

**SUBJECT:**

HOME Grant Application in the amount of \$500,000 to provide Tenant-Based Rental Assistance for homeless persons in Shasta County.

**DEPARTMENT:** Housing and Community Action Programs

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Laura Burch, Director of Housing and Community Action Agency , 530-225-5160

**STAFF REPORT APPROVED BY:** Laura Burch, Director of Housing and Community Action Agency

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Adopt a resolution which: (1) Approves and authorizes the Director of Housing and Community Action Programs (Director) to sign and submit an application, and all other application documents, including retroactive, to the California Department of Housing and Community Development for HOME Investment Partnerships Program funding in an amount not to exceed \$500,000 to provide a Tenant-Based Rental Assistance (TBRA) program for the period October 2019 through March 2022; (2) approves and authorizes the Chairman or the Vice Chairman to sign any grant agreement and subsequent amendments, including retroactive, and all other required documents, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; (3) approves and authorizes the Director to sign additional participation documents, including retroactive, necessary to receive the funding and comply with the funder's requirements; (4) authorizes the Director, or her designee, to execute housing assistance payment contracts between landlords and the County; (5) authorizes the Director to incur expenditures and make specialty purchases for the purpose of administering the HOME TBRA program; and (6) authorizes the Auditor-Controller to process payments related to the program.

**SUMMARY**

Upon approval of the recommendation, a grant application will be submitted to the California Department of Housing and Community Development (HCD) requesting federal HOME funding to provide up to 12 months of rental assistance to homeless households in Shasta County.

**DISCUSSION**

HCD is accepting grant applications for the HOME Investment Partnerships Program (HOME). The Notice of Funding Availability (NOFA) anticipates awarding a total of \$72 million to eligible cities and counties. The NOFA offers funding for three program activities. Currently, the County utilizes other state and federal funding sources to support owner-occupied housing rehabilitation and homebuyer down payment assistance; therefore, the recommended application is for tenant-based rental assistance for the maximum application amount available to Shasta County.

If awarded, grant funds would provide assistance in the form of security deposits, utility deposits, and monthly rental assistance. Payments would be issued directly to landlords and/or utility companies on behalf of the eligible tenants. Each housing unit would be located in the unincorporated area of the County.

It is anticipated that approximately 80 low-income homeless households will be assisted during the term of the grant. Assistance will be targeted to military veterans, households experiencing homelessness and those who are at risk of becoming homeless. Because of the limited number of households served, other funding sources, including the Housing Choice Voucher Program, must be used for other target populations in need.

**ALTERNATIVES**

The Board of Supervisors could decline to adopt the resolution or apply for a different grant activity.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

HOME is federal funding allocated by the California Department of Housing and Community Development. If the application is successful, a HOME grant of \$500,000 could be awarded, which would include \$487,500 for rental assistance and \$12,500 to administer the program.

Additional financial support to administer the HOME program is provided by the Community Action Agency, through Community Services Block Grant funds, in the form of communication expenses, computer hardware and software support charges, staff salaries and benefits, postage, and office supplies. Should this grant application be approved by HCD, a budget amendment will be requested. Grant revenue not expended during one fiscal year will roll forward to the next fiscal year. There is no match requirement for this grant application. There is no additional General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution	7/11/2018	Resolution

**RESOLUTION NO. 2018 - \_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA  
APPROVING THE SUBMITTAL OF AN APPLICATION  
TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM**

**WHEREAS**, the California Department of Housing and Community Development (“HCD”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”); and

**WHEREAS**, HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

**WHEREAS**, on June 5, 2018, HCD issued a 2018 Notice of Funding Availability (the “NOFA”) announcing the availability of funds under the HOME program; and

**WHEREAS**, in response to the 2018 NOFA, the County of Shasta (“County”) wishes to apply to HCD for, and receive an allocation of, HOME funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Shasta County Board of Supervisors of the County of Shasta that in response to the 2018 NOFA, the County shall submit an application to HCD to participate in the HOME program and for an allocation of funds not to exceed \$500,000 for the period October 2019 through March 2022 for the following activity:

Tenant-Based Rental Assistance (“TBRA”) located in the unincorporated area of Shasta County.

**BE IT FURTHER RESOLVED** that the County’s Director of the Department of Housing and Community Action Programs (“Director”), Laura Burch, is hereby authorized to sign and submit the grant application and all other application documents, including retroactive, necessary to secure the grant.

**BE IT FURTHER RESOLVED** that if the application for funding is approved by HCD, the County hereby agrees to use the HOME funds for eligible activities in the manner presented in the application as approved by HCD in accordance with all applicable statutes and regulations.

**BE IT FURTHER RESOLVED** that if the grant application is approved by HCD, the Chairman of the Shasta County Board of Supervisors, Les Baugh, or the Vice Chairman of the Shasta County Board of Supervisors, Leonard Moty, is hereby authorized to sign the standard agreement with the State of California for the purposes of the grant, and any subsequent amendments thereto, including retroactive, and all other documents or instruments necessary or required by HCD or HUD for participation in the HOME program with the State of California for the purposes of the grant, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**BE IT FURTHER RESOLVED** that the Director, or his or her designee, is hereby authorized to sign all cash drawdown requests, quarterly performance reports, annual performance reports, modifications to guidelines, environmental certifications as the certifying officer, and any other documents required by HCD for participation in the HOME program.

RESOLUTION NO. 2018-

Page 2 of 2

**BE IT FURTHER RESOLVED** that the Director, or his or her designee, is hereby authorized to execute individual housing assistance payment contracts between the County and landlord.

**BE IT FURTHER RESOLVED** that within the constraints of the approved departmental budget, the Director, or his or her designee, is hereby authorized to incur expenditures and make specialty purchases including, but not limited to, rental assistance payments, utility assistance payments, security deposits, and utility deposits for the purpose of administering the HOME TBRA program.

**BE IT FURTHER RESOLVED** that the Shasta County Auditor-Controller is hereby authorized to pay claims for the expenditures cited above.

**DULY PASSED AND ADOPTED** this 17th day of July, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Health and Human Services-15.

**SUBJECT:**

Emergency Solutions Grant Program Application in the amount of \$200,000 to provide Rapid Rehousing Program funds in the Continuum of Care Region.

**DEPARTMENT:** Housing and Community Action Programs

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Laura Burch, Director of Housing and Community Action Agency (530) 225-5160

**STAFF REPORT APPROVED BY:** Laura Burch, Director of Housing and Community Action Agency

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Adopt a resolution which: (1) Approves and authorizes the Director of Housing and Community Action Programs (Director) to sign and submit an application, all application documents and participation documents, including retroactive, to the California Department of Housing and Community Development in an amount not to exceed \$200,000 for Emergency Solutions Grant (ESG) Program funding for the period March 1, 2019 through July 31, 2021; and (2) approves and authorizes the Chairman or Vice Chairman to sign the grant agreement and subsequent amendments, including retroactive, and all required documents or instruments for participation in the ESG Program, awarded for the program consistent with the provisions of the resolution in an amount not to exceed \$200,000, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**SUMMARY**

Upon approval of the recommendation, a grant application will be submitted to the California Department of Housing and Community Development (HCD) requesting Emergency Solutions Grant (ESG) Program funding to receive \$200,000 for Rapid Rehousing, Homeless Management Information System, and Homeless Prevention programs.

**DISCUSSION**

In 2016 HCD redesigned its ESG Program to establish a dedicated Continuum of Care Allocation available to all jurisdiction, included entitlement jurisdiction, designated by HCD. Through this redesign, HCD allocates funds according census data, homeless count information and poverty level. In the Redding/Shasta County, Del Norte, Lassen, Modoc, Plumas, Sierra, Siskiyou Continuum of Care (NorCal COC), \$272,225 is available for allocations. Furthermore, the HCD allocation method allows for each continuum to take up to fifty percent of the total allocation for non-competitive allocations within the NorCal COC service area. For NorCal COC, the service area consists of Del Norte, Lassen, Modoc, Plumas, Sierra, Shasta, and Siskiyou counties. The remaining fifty percent of the allocation is reserved for a competitive application process whereby HCD rates and ranks the applications. The competitive applications are rated and ranked among eight other continuums of like

size as the NorCal COC.

According to the 2018 ESG Notice of Funds Available (NOFA) released June 8, 2018, HCD received approximately \$5 million dollars in federal ESG funds from US Department of Housing and Urban Development (HUD). Per Code of Federal Regulations (CFR) 24 576.201, federal ESG funds require dollar for dollar match. Match funding is provided using Health and Human Service Agency’s (HHS) California Department of Social Services/Housing and Homeless Bureau Housing Disability Advocacy Program funds.

On April 5, 2018, the Continuum of Care Coordinator released a request for funding to NorCal COC service area in anticipation of the NOFA being released by HCD in June of 2018. A committee was selected to review applications received within the service area and recommended applications to apply for non-competitive allocations and the competitive allocations. Through that process, Shasta County Housing & Community Action Programs was recommended to apply for the competitive allocation amount of \$200,000. These funds will be used to: (1) operate a Rapid-Rehousing program in conjunction with the existing Rapid-Rehousing programs currently in operation, (2) start up a Homeless Prevention program to prevent households from becoming homeless, (3) contribute to the operation of NorCal COC’s Homeless Management Information System, and (4) contribute to staff salaries and benefits to operate programs.

The grant application is due on August 7, 2018. HCD intends to send award letters to successful applicants in November 2018. The grant term would likely expire July 2021.

**ALTERNATIVES**

The Board of Supervisors could decline to approve the resolution. This alternative is not recommended as these funds could leverage future funds.

**OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the Health and Human Services Agency Regional Services Branch and by the County Administrative Office. County Counsel has approved the resolution as to form.

**FINANCING**

ESG is funding allocated by the California Department of Housing and Community Development. If the application is successful, an ESG grant of \$200,000 could be awarded. Funds will be provided monthly on a reimbursement basis.

Should this grant application be approved by HCD, a budget amendment will be requested. Grant revenue not expended during one fiscal year will roll forward to the next fiscal year. There is a one for one match requirement for this grant application which is funded by HHS and the Community Action Agency. There is no additional General Fund impact associated with approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution	7/10/2018	Resolution



**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SHASTA COUNTY  
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, CALIFORNIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FUNDING  
UNDER THE EMERGENCY SOLUTIONS GRANT PROGRAM**

**WHEREAS**, the State of California, Department of Housing and Community Development (“HCD”) has issued a Notice of Funding Availability dated June 8, 2018 (“NOFA”), for its Emergency Solutions Grant Program (“ESG”) Balance of the State Allocation; and

**WHEREAS**, the County of Shasta is eligible to apply for and desires to submit a project application for the ESG Program and will submit a 2018 Grant Application as described in the ESG NOFA released by the HCD for the ESG Program; and

**WHEREAS**, HCD may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program guidelines and requirements, and the Standard Agreement and other contracts between the Department and ESG grant recipients; and

**WHEREAS**, HCD is authorized to provide up to \$5 million in federal funds for the ESG Program; and

**WHEREAS**, in response to the June 8, 2018 NOFA, the County of Shasta (“County”) wishes to apply to HCD for, and receive an allocation, of ESG funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Shasta that in response to the June 8, 2018 NOFA, the County shall submit an application to HCD to participate in the ESG Program and for an allocation of funds in the amount of \$200,000 for Rapid Rehousing Program, Homeless Management Information System, and Homeless Prevention Program, for the period March 1, 2019 through July 31, 2021.

**BE IT FUTHER RESOLVED** that the County’s Director of the Department of Housing and Community Action Programs, Laura Burch, or her designee is authorized and directed to sign and submit the grant application and all other application documents and participation documents, including retroactive, necessary to secure the grant.

**BE IT FUTHER RESOLVED**, that if the application is approved by HCD, funds will be will be expended in a manner consistent and in compliance with all applicable state, federal and other statutes, rules, regulations, guidelines and laws, including without limitation all rules and laws regarding the ESG Program.

**BE IT FUTHER RESOLVED**, that if the application is approved by HCD, funds will be expended in accordance with all ESG Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the standard agreement.

RESOLUTION NO. 2018-

Page 2 of 2

**BE IT FUTHER RESOLVED** that if the application is approved by HCD, the Chairman of Shasta County Board of Supervisors, Les Baugh, or the Vice Chairman of the Shasta County Board of Supervisors, Leonard Moty, is hereby authorized to sign the standard agreement with the State of California for the purposes of the grant, and any subsequent amendments thereto, including retroactive, all other documents or instruments necessary or required by HCD for participation in the ESG program, provided that they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**DULY PASSED AND ADOPTED** this 17th day of July, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Law and Justice-16.

**SUBJECT:**

Global Tel\*Link Corporation Agreement

**DEPARTMENT:** Sheriff-Jail

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Dale Marlar, Lieutenant, (530) 245-6120

**STAFF REPORT APPROVED BY:** Tom Bosenko, Sheriff-Coroner

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Take the following actions to provide an inmate telephone system, tablets to inmates, and video visitation at the Jail: (1) Approve the award of Bid No. 18-02 to Global Tel\*Link Corporation (GTL); and (2) authorize the Chairman to sign a renewal revenue agreement with GTL in an annual amount of \$215,000 for a three-year period from the date of signing, with two automatic one-year renewals.

**SUMMARY**

N/A

**DISCUSSION**

Competitive procurement was sought for this agreement, which went out for bid August 17, 2017 and closed September 15, 2017. Four companies responded to the request and through further communications and research it was determined that Global Tel\*Link Corporation matched the needs of the Shasta County Jail.

The Shasta County Jail inmate phone service is provided to the inmates by the Shasta County Sheriff's Office through an agreement with Global Tel\*Link Corporation. This agreement will provide additional services for inmates housed in the Shasta County Jail. Additional services will include inmate telephone services, tablets with educational programs, and video visitation. A portion of the fees generated by selected services will be shared with Shasta County through its Inmate Welfare Fund.

**ALTERNATIVES**

The Board may choose to request changes to the terms and conditions of the agreement, may choose to delay approval for the agreement until a later date, or may choose not to approve the agreement.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed the recommendation. County Counsel has approved the agreement as to form. Risk Management and the Chief Information Officer have reviewed and approved the agreement. Purchasing Unit conducted the competitive procurement process in conjunction with the Sheriff’s Office.

**FINANCING**

All revenue generated by this agreement is recognized by the Inmate Welfare Fund, which can only be utilized by the areas specified by Penal Code Section 4025(e) which are primarily for the benefit, education, and welfare of the inmates confined within the Jail. Appropriate use of these funds are included annually in the Sheriff’s Office Custody Division budget. No County General Funds are received or expended with the agreement. There is no fiscal impact to the General Fund associated with the approval of this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
GTL Agreement	7/9/2018	GTL Agreement

**SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
GLOBAL TEL LINK CORPORATION**

This agreement is entered into between the County of Shasta, through its Sheriff's Department Custody Division, a political subdivision of the State of California ("County") and Global Tel Link Corporation (GTL) for the purpose of providing an inmate telephone system, tablets, and video visitation. (Collectively, the "Parties" and individually a "Party").

**Section 1.     RESPONSIBILITIES OF GTL.**

Pursuant to the terms and conditions of this agreement, GTL shall;

- A.     Provide inmate telephone services, payment services, and certain enhanced services, including video visitation and visitation scheduling services, and IP-Enabled inmate tablets, as further described in the attached Schedules 1 ITS Service Schedule, Schedule 2, Multi-Purpose Units, Schedule 3, Payment Services, Schedule 4, IP-Enabled Tablets, and Schedule 5, Visitation.

**Section 2.     RESPONSIBILITIES OF COUNTY.**

- A.     Pursuant to the terms and conditions of this agreement, which is a revenue agreement for the County, whereby GTL is compensated through charges to end users for services. County shall not compensate GTL, as prescribed in sections [3] and [4] of this agreement, and shall monitor the outcomes achieved by GTL.

**Section 3.     COMPENSATION.**

- A.     County is to be compensated by GTL \$215,000 annually. Payments shall be paid annually, and mailed directly to County.
- B.     GTL shall be compensated through revenue it derives from charges to users of the GTL services, as further described in the attached schedules.
- C.     GTL's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4.     BILLING AND PAYMENT.**

- A.     GTL shall submit to County annually an itemized revenue report (showing call and video visitation charges, and tablet usage charges) with the payment of \$215,000.00, with the first such payment and report due within thirty days after the date of this Agreement, and thereafter within thirty days following the start of each subsequent annual period.

**Section 5.     TERM OF AGREEMENT.**

This agreement shall commence as of the last date it has been signed by both Parties and shall continue for three (3) years. The term of this agreement shall be automatically

renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If GTL materially fails to perform GTL's responsibilities under this agreement to the reasonable satisfaction of County, or if GTL fails to fulfill in a timely and professional manner GTL's responsibilities under this agreement, or if GTL violates any of the terms or provisions of this agreement, and does not cure the failure or violation within thirty (30) days following written notice by the County, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to GTL. If termination for cause is given by County to GTL and it is later determined that GTL was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to GTL.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by Shasta County Sheriff, Undersheriff or Custody Division Commander.
- E. Should this agreement be terminated, GTL shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by GTL for the County pursuant to this agreement.
- F. If this agreement is terminated under paragraphs A, B or C above, GTL shall continue to compensate County as set forth in 3 above, for all calls and services provided made prior to termination regardless of when GTL receives payments for the calls or services.

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

- A. Upon the effective date of this agreement, all prior agreements between the Parties will be replaced and superseded by this agreement; all prior agreements between the Parties shall terminate and no longer be of any force and/or effect. Once effective, this agreement constitutes the entire understanding of the Parties hereto. GTL shall be entitled to no other benefits than those specified herein. GTL specifically acknowledges that in entering into and executing this agreement, GTL relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of GTL, GTL may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County, which shall not be unreasonably withheld. Any GTL affiliate (with an affiliate being any entity that controls, is controlled by or is under common control with GTL) may provide services in its own name under a Service Schedule and such Service Schedule will be considered a separate, but associated, contract incorporating this agreement; provided, however, that GTL shall be responsible for its affiliates' performance pursuant to its applicable Service Schedule. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF GTL.**

- A. GTL shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which GTL performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by GTL shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. GTL shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if GTL were a County employee. County shall not be liable for deductions for any amount for any purpose from GTL's compensation. GTL shall not be eligible for coverage under County's workers' compensation insurance plan nor shall GTL be eligible for any other County benefit. GTL shall be responsible for ensuring that the appropriate tax forms for income and employment tax purposes are issued for all of GTL's assigned personnel under the terms and conditions of this agreement.

**Section 10. INDEMNIFICATION.**

- A. To the fullest extent permitted by law, GTL shall indemnify, defend and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County,

expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by GTL, or by any of GTL's subcontractors, any person employed under GTL, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. GTL shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to GTL's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. County agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to County by GTL under this Agreement, or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Agreement. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County shall be solely responsible for any liability arising out of failure of County to comply with such law, regulation or guideline.

**Section 11. INSURANCE COVERAGE.**

- A. Without limiting GTL's duties of defense and indemnification, GTL and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. GTL and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover GTL, subcontractor, GTL's partner(s), subcontractor's partner(s), GTL's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by GTL or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. GTL hereby certifies that GTL is aware of the provisions of section 3700 of the Labor Code,



which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and GTL shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. GTL shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Without limiting any of the obligations or liabilities of GTL, GTL shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which GTL is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims.
- E. GTL shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of GTL pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for GTL or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, GTL or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, GTL or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to

County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

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

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) GTL shall provide County with an endorsement or amendment to GTL's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, GTL shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event GTL fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, GTL shall provide County a certificate of insurance reflecting those limits.
- (8) Any of GTL's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

- A. If any claim for damages is filed with GTL or if any lawsuit is instituted concerning GTL's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, GTL shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

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

- A. GTL shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. GTL shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. GTL represents that GTL is in compliance with and agrees that GTL shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. In addition to any other provisions of this agreement, GTL shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of GTL's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of GTL that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of GTL or County. Except where longer retention is required by federal or state law, GTL shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. GTL shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided

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

- C. GTL agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement.

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

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

**Section 16. LICENSES AND PERMITS.**

GTL, and GTL's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and

provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: County of Shasta  
Sheriff's Office Custody Division  
1655 West Street  
Redding, CA 96001  
(530) 245-6120

If to GTL: Global Tel Link Corporation  
120221 Sunset Hills Road, Suite 100  
Reston, Virginia 20190  
Attention: Legal Department  
(703) 955-3910

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

**Section 20. AGREEMENT PREPARATION.**

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

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

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

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

**Section 24. CONFIDENTIALITY.**

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

**Section 25. SCOPE AND OWNERSHIP OF WORK.**

All inmate data, and reports arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such data and reports for any lawful purpose whatsoever. Notwithstanding anything to the contrary contained in this agreement, GTL shall retain all of GTL's rights in GTL's own proprietary information, including, without limitation, GTL's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by GTL prior to, or acquired by GTL during the performance of this agreement and GTL shall not be restricted in any way with respect thereto. Furthermore, title to all equipment provided under this agreement ("Equipment") shall be and at all times remain in the GTL, except as specifically indicated in a Service Schedule. All software, documentation, and other intellectual property (collective the "IP") supplied or made available through this agreement is being provided on a term license only, as long as this agreement is in effect, and shall not constitute a sale of that IP. Nothing in this agreement or through GTL's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by GTL and its licensors. During the term of this agreement, GTL grants County a non-exclusive, non-transferable, license to use the IP solely for accessing the services supplied by GTL under this Agreement. The County shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

**Section 26. USE OF COUNTY PROPERTY.**

GTL shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of GTL's obligations under this agreement.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

Date: \_\_\_\_\_


\_\_\_\_\_  
Les Baugh, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

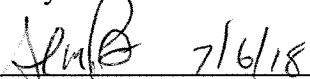
RISK MANAGEMENT APPROVAL

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

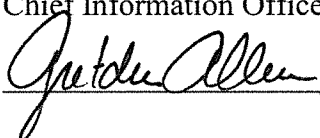
By: \_\_\_\_\_  
Deputy

By:  07/06/18  
James Johnson  
Risk Management Analyst III

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel


 7/6/18  
By: Adam Pressman  
Senior Deputy County Counsel

INFORMATION TECHNOLOGY  
TOM SCHREIBER  
Chief Information Officer

**IT Approved:**  
 7/9/18  
Gretchen Allen, Dep. Dir.

**GLOBAL TEL LINK CORPORATION**

Date: 6/26/18

By:   
President & Chief of Business Solutions  
Tax I.D.#: On File



### Service Schedule 1 Inmate Telephone Service

This Service Schedule applies only to inmate telephone service ("ITS"). Where "GTL" is used in this Service Schedule, it shall mean Global Tel\*Link Corporation.

#### 1. Equipment and Features.

Telephones and Platform				
Interview Room Visitation Phones	Inmate Visitation Phones (with keypad)	Inmate Cordless Phones	Visitation Phones (Visitor)	Platform
12	23	13	23 (existing)	ICMv Inmate Telephone Platform

GTL Inmate Telephone System Base Features
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Prepaid and PIN Debit Calling Capabilities
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, and Optional Debit Calling
Hot Alert
Audit Tools
Call Prompts in English and Spanish

Additional Services
GTL Virtual Receptionist IVR that allows inmate families and friends to access certain information provided by County

#### Reporting.

GTL's Call Detail Reporting function can generate more than 1,600 different call detail reports based on parameters defined by the investigator. Reports can be generated by accessing the **Call Detail Report** or **Advanced Reporting** menu.

- Standard Call Detail Report - Use the Standard Call Detail Report to search for calls, listen or analyze calls, or add calls to CD/DVD.
- Summary Reports - Summary Reports allows you to view the Standard Summary Report, the Free Call Summary Report, the Rate Summary Report, or the Frequently Used (PIN or BTN) Summary Report.
- Advanced Reports - Use the Advanced Reports menu to access Call Statistics, Report Builder, Debit System Information Reports, Inmate Information Reports, Diagnostic Reports, Auditing Reports, and Auto Enrollment IVR Reports (selected facilities only).

Further, County will be able to access and monitor revenue reports on-line. GTL provides comprehensive call traffic and billing information, in standard reports from the ITS, as well as in monthly reports submitted with commission checks and/or available from GTL's secure Internet FTP Site.

- Inmate Telephone System Reports: County will be able to access the facility's original call data on-line, via the system's password protected interface program, to request and generate reports detailing total gross revenue for the specified billing period by such criteria as: inmate telephone, call type, inmate PIN, destination number, or virtually any combination of criteria that County desires to use to audit detail or summary information contained in monthly commission reports.
- Secure Internet FTP Report Server: GTL also provides a secure Internet FTP Site from which revenue data and reports can be accessed by authorized County staff from on-site workstations, or from authorized computers at remote locations. These reports can be formatted in one of three formats, depending on County's preference: comma separated value text files, Excel worksheets, or portable document formatted (.pdf) files. GTL's flexible report system is currently configured to provide over one hundred (100) different kinds of reports based on information available in a facility's call detail records.
- Standard Monthly Commission Reports: With the monthly commission check County will receive a set of reports detailing call traffic, and total gross revenue. Reports will distinguish collect and prepaid calls as appropriate by: Local, IntraLATA, InterLATA, Interstate and International call types.
- Summary Commission Report - Calls, minutes, revenue, commission, and percentages with details and totals for individual call types and grand totals for all call types in the report.
- Monthly Revenue by Phone - Calls, minutes, and revenue with details and totals for individual inmate telephones and grand totals for all telephones in the report.

The term "equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and include the inmate multi-purpose units and related equipment, including, but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of GTL are installed at the Facility owned or controlled by County or any of its agencies or affiliates, such property shall remain in all respects that of GTL. The Parties will cooperate in good faith to address recurring vandalism or insufficient traffic and/or revenue on any of the phones. Upon removal of equipment by the GTL, GTL shall restore said premises to its original condition, ordinary wear and tear excepted; however, GTL shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. GTL will work with the County in good faith during installation to ensure compliance with County policies. County may not make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by the Parties in writing.

## **2. Inmate Telephone Services.**

GTL shall be responsible for: (a) furnishing, installing, repairing and servicing the equipment listed above; (b) the establishment (if and to the extent required of GTL by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by GTL; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; (d) the processing of all telephone call records; (e) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of GTL's obligations under this Agreement. GTL reserves the right to control unbillables, bad debt and fraud.

The installation of software and/or hardware on GTL provided equipment is prohibited. System conditions can change and become unstable with the addition of software other than that installed by GTL. GTL does not warrant, troubleshoot, or maintain any system that contains software installed by a third party. GTL assumes no liability for any data stored on the equipment which is not directly related to the Services provided under this Agreement.

GTL does not furnish, maintain or provide consumables for peripheral equipment associated with the inmate telephone system. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

**3. Rates and Charges for Inmate Telephone Services.** The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- a) Interstate ITS calls made using a collect format: \$0.25 per minute of use.
- b) Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.21 per minute of use.
- c) Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.36 per minute of use.
- d) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.60 per minute of use.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls. The rates charged are exclusive of taxes, and other amounts collected by GTL on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by GTL in connection with such programs.

**4. Transaction Fees for Inmate Telephone Services.** GTL may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
AdvancePay One Call transaction fee	\$5.95 per transaction
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

**5. Single-Call and Related Billing Arrangements for Inmate Telephone Services.** GTL may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

**6. Additional Terms**

- a. **Exclusivity and Right of First Refusal.** Shasta County Jail will not allow any products or services that compete with those supplied by GTL during the term of the Agreement to be, or to remain, installed at any County jail facilities, including present and future County jail locations. GTL will have the exclusive right to provide the products and services implemented at County jail facilities through the Agreement, and those other inmate communication, educational or entertainment products or services sought by County for its jail facilities during the term of the Agreement.

**Service Schedule 2**  
**Enhanced Services –Multi-Purpose Unit**

1. **Applicability.** This Service Schedule applies only to services provided for use on the Multi-Purpose Units (as defined below). Where “GTL” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products listed below.

“Multi-Purpose Unit” means wall mounted unit used to deploy Enhanced Services.

3. **Deployment Locations.** Multi-Purpose Units will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). GTL reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the Enhanced Service at such Location.

Location	Location Description	# of Multi-Purpose Units
Main Jail	General Population	27

4. **GTL Provided Equipment, Services and Cabling.** GTL will supply and install equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to County, provided, however, GTL shall not be required to complete any repairs to pre-existing damage. GTL will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. GTL will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the County upon the expiration of the Agreement. Upon termination of Enhanced Services in any Location(s), County will provide GTL a reasonable opportunity to collect all Multi-Purpose Units and associated equipment and hardware (except cabling).

5. **Support and Maintenance.** GTL will provide all support and maintenance services for the Multi-Purpose Units, subject to the limitations described herein. GTL will respond promptly to all support requests. County acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Multi-Purpose Units will not be available while being repaired or maintained. County will permit GTL authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Multi-Purpose Units, at such times and for such purposes as reasonably necessary or appropriate to permit GTL to perform its obligations herein.

6. **Multi-Purpose Units and Enhanced Services.** GTL will supply the number of Multi-Purpose Units set forth in **Section 3**.

a. Enhanced Services. GTL will provide the following Enhanced Services via the Multi-Purpose Units.

i. **Voice Communication.** GTL will enable Multi-Purpose Units for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform.

ii. **Content.** GTL will enable the Multi-Purpose Units for inmate messaging, commissary ordering, inmate requests, and inmate grievances.

7. **Enhanced Services Rates.** GTL may apply the following charges on the use of the Multi-Purpose Units; provided, however, GTL may in its discretion change any pricing other than pricing for voice communication.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  - i. \$0.25 per written message.
  - ii. \$0.50 per photo attachment (in addition to charge for any written message, if provided)
  - iii. \$1.00 per video attachment (in addition to charge for any written message, if provided)
- c. Commissary ordering, inmate requests, and inmate grievances: No Charge.
  - i.

8. **Additional Terms**

- a. **Monitoring and Recording.** County acknowledges that the Enhanced Services provide County with the ability to monitor and/or record use of the Multi-Purpose Units, including read electronic messaging sent through the Multi-Purpose Units. County further acknowledges and agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by County of the use of the Multi-Purpose Units, or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County will be solely responsible for any liability arising out of failure of County to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Shasta County Jail will not allow any products or services that compete with those supplied by GTL during the term of the Agreement to be, or to remain, installed at any County jail facilities, including present and future County jail locations. GTL will have the exclusive right to provide the products and services implemented at County jail facilities through the Multi-Purpose Units, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by County for its jail facilities during the term of the Agreement, including any products or services that may be delivered through Multi-Purpose Units, whether the products or services are for inmates located at jail County facilities.

12. **Limitation of Liability.**

GTL AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE MULTI-PURPOSE UNITS, OR RELATED ACCESSORIES. COUNTY IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE MULTI-PURPOSE UNITS AND EACH OF ITS COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GTL AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, , AND ANY WARRANTIES REGARDING THE RELIABILITY OF THE MULTI-PURPOSE UNITS. GTL DOES NOT WARRANT THAT THE MULTI-PURPOSE UNITS WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. GTL DOES NOT WARRANT THAT USE OF THE MULTI-PURPOSE UNITS WILL BE CONTINUOUS OR UNINTERRUPTED.

### Service Schedule 3 Payment Services

This **Service Schedule** applies only to the Payment Services described herein (“Services”), and details the pricing, fees, services, and responsibilities of GTL and County related to the Services in this Service Schedule. Where “GTL” is used in this Service Schedule, it shall mean TouchPay Holdings, LLC d/b/a GTL Financial Services.

**I. SERVICES.** GTL shall provide the following Services to the County (Walk-In-Retail would be made available in late 2018 if selected by County):

- Trust Services
- Self-Release
- Release Card
- Child Support Payment Services
- Intake Kiosk (future, at the discretion of County)

GTL shall receive fees from the senders for the Services (“Fees”) according to the pricing as set forth below (the “Transaction Pricing”).

**Trust Services.** This Service allows a sender to fund an account held in trust by County on behalf of an inmate while serving his or her sentence (“Inmate Property”). Funds may be transferred from a sender to the trust account through any of the following methods: GTL-provided proprietary Deposit Kiosks using cash or a credit card (collectively, the “Kiosk or Kiosks”), payment over the telephone using GTL’s Interactive Voice Response System (“IVR”), an on-line web-payment portal using a credit card (“Web”) and via Walk-In Retail at certain retail locations using a debit card or cash (“Walk-In Retail”) in accordance with Exhibit A, which must be executed by County (as Recipient). County acknowledges and agrees that GTL may also accept payments on behalf of other governmental agencies at Kiosks or other payment portals placed in any facility by GTL.

For cash, credit/debit card and ACH transactions for Trust deposits, GTL will charge the sender a base fee as follows:

Deposit Amount	Lobby Kiosks	Telephone (IVR)	Web or Countertop Terminal
0 - \$20.00	\$3.95	\$3.95	\$3.95
\$20.01 - \$100.00	\$4.95	\$4.95	\$4.95
\$100.01 - \$200.00	\$5.95	\$5.95	\$5.95

For each credit/debit card transaction, GTL will charge the sender the base fee as listed above plus 3.5% of the face amount of each transaction.

Canned messaging services can be added to the lobby Kiosk for senders to send a predetermined text message to a specified inmate in conjunction with a deposit to that inmate. The message will be delivered to the inmate with the notification receipt of the deposit. For each message, GTL will charge a fee of \$3.00. Fees will be deducted from the transaction deposit amount going to the Inmate. The County will receive a revenue share equal to \$1.00.

**Intake Kiosks.** This service allows a booking officer to deposit any funds found on the person of an offender upon arrest into an Intake Kiosk (Inmate Property). The funds are then deposited to an account held in trust by County on behalf of such inmate while serving his or her sentence. Each Intake Kiosk supplied will accept currency, both cash and coinage for taking of the Inmate Property.

- For each Intake transaction of Inmate Property, GTL may charge the Premise Provider a fee of \$3.00 or as follows: For County, as long as County agrees not to accept cash at the cashiering windows, or Cashier Checks or Money Orders through cashiering window or mail for Trust deposits, the Intake Transaction is provided at NO COST.
- Voice Alert Messaging services can be added to the Intake Kiosk for senders/inmates to send one or more predetermined voice messages to specified phone numbers. For each message, GTL will charge a fee of \$3.00 per message. Fees will either be deducted from Intake Property transaction deposit proceeds or by a credit card provided by the Sender/Inmate. The County will receive a revenue share equal to \$1.00.

**Self-Release.** This Service allows a sender to deposit funds using a credit card or cash card into an on-site Kiosk without amount limit for exclusive use in posting bail via Walk-In Retail at certain retail locations using a debit card or cash ("Walk-In Retail") in accordance with Exhibit A.

For cash, credit/debit card and ACH transactions for Self-Release Deposits, GTL will charge the sender a base fee as follows:

Deposit Amount	Lobby Kiosks (cash)	Lobby Kiosks (card)	Telephone (IVR), Web or Countertop Terminal
\$0.00 to \$100.00	\$5.00	\$5.00	\$5.00
\$100.01 to \$2,900	\$5.00 base plus an additional \$5.00 per \$100 deposited.	\$10.00	\$10.00

For each credit/debit card transaction, GTL will charge the sender the base fee of \$5.00 per hundred plus 6.5% of the face amount of each transaction. [Base fee is \$6.00 per hundred plus 7.5%, if revenue sharing]

**Release Card.** Upon completion of an inmate's sentence, any remaining funds held in trust by County shall be transferred to a pin-debit card, according to the rules and processes of third-party card issuer. Such Release Card may be used immediately upon release.

GTL agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. GTL, as the distributor and the program manager, will provide the release solution and charge a fee as follows:

- Release Card Automated Solution is included at no cost to County.

Price Revisions: The Fees charged to senders will be reviewed on an annual basis to determine market based competitiveness and will be subject to change at GTL's sole discretion. No price increase shall take place without written notice and consultation with County at least 30 days prior to the intended rate increase.

**Child Support Payment Services.** This Service allows a party to insert funds into a Kiosk located at a jail or court house or other agreed upon location, using a credit card or cash, for the purposes of making child support payments via Walk-In Retail at certain retail locations using a debit card or cash ("Walk-In Retail") in accordance with Exhibit A, which must be executed by County (as Recipient).

GTL will provide the Deposit and Intake Kiosks described in the table below:

Building	Type	# of Kiosks to be Deployed
Main Jail	Lobby Kiosk	1
Main Jail	Countertop Unit	1
Main Jail	Intake Kiosk	1 (only if selected by County)

## **II. PAYMENT SERVICES TERMS AND CONDITIONS**

1. **Remittance.** For all deposit and payment services designated in this Schedule, GTL agrees to transfer all fund amounts, less Fees, including all cash and all approved credit/debit payments, into the appropriate County accounts in the designated system. GTL will initiate an Automated Clearing House ("ACH") credit to County's designated bank account within ninety-six (96) hours after the deposits are authorized and accepted by GTL. The sender's destination account will reflect the deposited amount promptly after the deposit is authorized and accepted by GTL.
2. **Compliance with Applicable Law.** GTL is a licensed "money transmitter" under applicable state laws. County will reasonably cooperate with GTL to ensure that GTL complies with all state laws and regulations applicable to "money transmitters" (the "Money Transmitter Laws"). If County is unable or unwilling to comply with the requirements of GTL that allow GTL to be in compliance with the Money Transmitter Laws, GTL may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.

3. **Systems Interface.** GTL will establish an interface within forty-five to sixty days following the effective date of the Agreement with the County's current accounting software provider, Keefe Commissary, at no cost to the County to allow for processing of payments directly between the Keefe system and the GTL system. Where the County requires any other interface, GTL shall only be responsible for its own costs in connection with the additional interface, and the County will responsible for its costs or those costs of any of its third party vendors.
4. **Payment Types and Business Rules.** GTL will use those payment parameters listed in this Schedule, in Section I (trust, self-release, and child support).
5. **Kiosk.** Prior to the installation of any hardware that may be necessary for Services, County shall provide GTL with information regarding the location on County where the Kiosk shall be located. County shall prepare the site for the Kiosk, according to GTL's reasonable instructions. Power to the Kiosk is the County's sole responsibility. GTL will be responsible for all on going cash management and repair of Kiosks.
6. **Promotion.** GTL and County shall work together to promote the Services. County agrees to make its Senders aware of the Services through its website and other mutually agreeable means of advertising. GTL will be allowed to distribute marketing material and promotional material to County as well as provide a reference link from County's website to the URL designated by GTL for the sole purpose of promoting the Services.
7. **Title.** Title to all hardware provided by GTL for the purpose of providing the Services shall remain solely that of GTL. Within 30 days of the termination of this Agreement or within 30 days of receiving notice from County of a termination of this agreement, GTL shall, at its own expense, remove all of its hardware from County premises.
8. **Reporting.** GTL will provide County with online access to transaction information, including transaction date, Department/Facility, Transaction number, account holder number, transaction type (restitution, statutory surcharges, etc. . .), fees paid, amount paid, total amount paid (including fees), form of payment, and payer's name. To the extent such information is provided through password protected access, County agrees to keep all user and password information confidential and protect against unauthorized use. County will indemnify and hold GTL harmless from any lawsuits, claims or other damages resulting from unauthorized use of transaction information that results from the negligent or unlawful acts or omissions of employees or agents of County.
9. **Release Card.** GTL agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. County agrees to store all card inventories in a limited access, locked room and all stock must be stored in a secured vault "Safe". County must maintain the card log provided by GTL and must audit the log monthly for compliance. County must provide a copy of the log to card issuer within 5 business days upon request.
10. **Money Transmitter Laws.** County agrees to the following procedures:
  - a) For transaction greater than \$3,000 (\$1,000 in AZ, NM, OK) – GTL will collect additional information as required by law and no transactions will be accepted unless the information is collected.
  - b) For transaction greater than \$10,000 – GTL is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
  - c) If GTL encounters suspicious activity, County agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).
11. **Overpayments/Underpayments.** GTL will transmit all payments made through the Service (net of GTL Fees) to the Customer. GTL is not responsible for collecting any additional funds due to the Customer. All refunds will be conducted through the Customer's established refund process.



**EXHIBIT A**  
**WALK-IN PAYMENT RECEIPT AGREEMENT**

Full Legal Name of Payment Recipient ("Recipient"): County of Shasta, Sheriff's Department Custody Division  
Legal entity type of Recipient (e.g. corporation, or LLC): Political Subdivision  
State of incorporation of Recipient: California  
Address of Recipient: County of Shasta  
Sheriff's Office Custody Division  
1655 West Street  
Redding, California 96001

This Walk-In Payment Receipt Agreement (the "Agreement") is entered into as of the date last executed below ("Effective Date") between CheckFreePay Corporation, on behalf of itself and its affiliates CheckFreePay Corporation of California and CheckFreePay Corporation of New York, (collectively, "CheckFreePay"), and the Recipient identified above.

**1. Services.**

CheckFreePay provides walk-in account payment services ("Services") whereby individuals ("Payors") make payments at participating CheckFreePay agent retail locations to various recipients, including payments towards mutually agreed: inmate trust, inmate phone, governmental child support, and other accounts (each a "Destination Account") held by Recipient ("Payments"). Upon receipt of such Payments, CheckFreePay's retail agents remit the remittance data and funds for the Payments to CheckFreePay for remittance to Recipient for the crediting of the specified Destination Account by Recipient. Recipient hereby requests and authorizes that CheckFreePay remit the remittance data and funds for the Payments to TouchPay Holdings LLC ("TouchPay") for ultimate remittance to Recipient instead of remitting the Payments directly to Recipient. As such, CheckFreePay agrees to send the Payment data and corresponding funds to TouchPay for remittance to Recipient.

**2. Recipient Obligations.**

**2.1** Recipient shall maintain for the term of this Agreement an account at a financial institution for the purpose of allowing TouchPay to credit funds to Recipient.

**2.2** Recipient will process and promptly post Payments to the applicable Destination Account, in no event later than within twenty-four (24) hours after receiving the associated remittance data from TouchPay. Recipient will notify CheckFreePay of any Payment not posted to the applicable Payor's account as soon as possible, but in any event within one (1) business day after receipt of the associated remittance data. Recipient agrees that receipt by CheckFreePay of Payments in valid legal tender on behalf of Recipient shall constitute payment to Recipient, and Recipient shall credit the applicable Destination Account for the full amount of the funds received by CheckFreePay.

**2.3** Recipient will designate specific personnel to work with CheckFreePay in support of the Payments. Recipient will use commercially reasonable efforts to respond to CheckFreePay-initiated research requests involving Payments within one (1) Business Day. Recipient agrees to cooperate fully with CheckFreePay in support of resolving Payment related inquiries.

**2.4** Recipient agrees to notify and provide new information to CheckFreePay if any Recipient information relative to the Agreement changes to ensure CheckFreePay's records remain current. If Recipient does not notify and provide updated Recipient information to CheckFreePay in a timely manner, Recipient shall be responsible for any errors, delays or disruptions in CheckFreePay's performance hereunder.

**2.5** Upon CheckFreePay's request, Recipient will provide information about Recipient and its principal owners, and Recipient's Payors, in each case that CheckFreePay requires in order to comply with applicable law (including without limitation to satisfy Know Your Customer requirements or Payor identity verification) and to send the Payments to Recipient.

**2.6** Recipient warrants that it is in compliance with, and that throughout the term of this Agreement it will comply with, all applicable laws, rules and regulations with respect to its performance under this Agreement including, without limitation, state money transmission laws, The Bank Secrecy Act, and OFAC regulations

**3. Rejected Payments.** No Payment transmitted hereunder may be rejected by Recipient unless the Destination Account data for such Payment is incorrect or incomplete, the Destination Account is blocked or closed, or unless accepting the Payment would violate applicable law. If any Payment is rejected hereunder, and CheckFreePay and Recipient are unable to determine the correct posting information, Recipient shall return the Payment data and funds in a mutually agreed upon manner and format.

**4. Fees.** Each party will bear its own costs associated with this Agreement. In addition to payment of any fees to TouchPay, Recipient shall be responsible for any taxes or other expenses, fees, and charges imposed by a governmental agency arising out of or incidental to Recipient's receipt of the Payments, excluding taxes, expenses, fees or charges based on the income or property of CheckFreePay.

**5. Use of Recipient Logo.** Recipient agrees to CheckFreePay's use of Recipient's name in connection with identifying Recipient as a potential payee within the Service for Payors, subject to compliance with any branding guidelines that Recipient provides to CheckFreePay (directly or through TouchPay) in writing.

**6. Confidentiality and Ownership.** "CheckFreePay Confidential Information" means the Services, their documentation, the terms and conditions of this Agreement, and any other trade secrets (as defined by applicable law) or confidential information of CheckFreePay, its affiliates, or its suppliers which Recipient may receive or to which Recipient may have access. Recipient will not disclose or use CheckFreePay Confidential Information except as expressly permitted under the Agreement or as CheckFreePay otherwise permits in writing. Subject to the preceding sentence, Recipient will use at least the same degree of care, but no less than reasonable care, to maintain the confidentiality of CheckFreePay Confidential Information as Recipient uses to protect its own trade secrets and confidential information of a similar nature. The obligations in this Section shall remain in effect for the longer of five years following the termination of the Agreement or for as long as the applicable CheckFreePay Confidential Information is protectable as a trade secret (as defined by applicable law). CheckFreePay reserves and retains all right, title and ownership, including without limitation all intellectual property rights, in the Services and all related documentation, specifications, data analytics and other usage models.

**7. Warranty Disclaimer, Limitation of Liability.**

CHECKFREEPAY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SERVICES OR

THE PAYMENTS. IN NO EVENT SHALL CHECKFREEPAY BE LIABLE FOR LOSS OF GOODWILL, PROFIT, REPUTATION, OR BUSINESS, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR TORT DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR OBLIGATIONS TO PAY AMOUNTS DUE OR OWING, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT MORE THAN 2 YEARS AFTER SUCH CLAIM ACCRUED. CHECKFREEPAY'S AGGREGATE LIABILITY TO RECIPIENT AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS AND OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO ONE THOUSAND DOLLARS (\$1000).

**8. Delays and Excuse from Performance.** Neither party shall be liable for any delay or other failure of performance caused by factors beyond the reasonable control of the applicable party, such as, but not limited to: strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction or acts or omissions of third parties. Each party shall be responsible for notifying the other within a reasonable time if it is unable to perform.

**9. Term and Termination Provisions.**

**9.1** The term of this Agreement shall begin as of the Effective Date. This Agreement shall automatically terminate upon the termination of CheckFreePay's agreement with TouchPay for the Services. If at any time CheckFreePay suspects or discovers that Recipient (i) is not complying with applicable laws, rules, or regulations, (ii) is involved in any fraudulent or illegal activity, (iii) no longer meets CheckFreePay's (or its processors' or routing banks') customer regulatory compliance requirements or (iv) otherwise poses risk to CheckFreePay, CheckFreePay shall in its sole discretion have the right to terminate the Agreement at any time. Additionally, if Recipient is in breach of any of its contractual obligations to CheckFreePay under this Agreement, CheckFreePay reserves the right to suspend the Service at any time.

If, after the Effective Date of this Agreement, any law, regulation, or ordinance, whether federal, state, or local, becomes effective which substantially alters CheckFreePay's ability to perform hereunder, CheckFreePay shall have the right to terminate this Agreement upon written notice to Recipient.

**9.2** Upon termination, the rights and obligations of the parties hereunder will cease, excepting only the following which will continue: (a) the rights of each party with respect to any breach of this Agreement by the other party; (b) the right of CheckFreePay to continue its relationships with TouchPay and the Payors; (c) for all Payments made by Payors on or before the effective date of termination, the rights and obligations of the Agreement related to such Payments; and (d) the rights and obligations set forth in sections 6 and 7 and any rights and obligations which by their nature survive termination of the Agreement. In the event Recipient owes CheckFreePay any amounts hereunder upon termination or expiration, Recipient shall pay such amounts to CheckFreePay promptly upon such termination or expiration.

**10. Notices.** All notices and other official communications under this Agreement shall be in writing and sufficiently given if: (i) delivered by nationally recognized overnight courier service evidencing written receipt of delivery; or (ii) mailed by U.S. Certified mail, return receipt requested, postage paid in either case to:

CheckFreePay Corporation  
2900 Westside Parkway  
Alpharetta, Georgia 30004  
Attention: Legal Department

County of Shasta  
Sheriff's Office Custody Division  
1655 West Street  
Redding, California 96001

or to such other address or addresses as either party may from time to time designate to the other by written notice. Any such notice or other official communication shall be deemed to be given as of the date it is personally delivered, or in the case of facsimile, when sent and electronic confirmation of error free receipt is received, or three (3) days following the date when placed in the U.S. Postal Service mail in the manner specified.

**11. Independent Contractor.** Each party shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create, nor does it create and shall not be construed to create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

**12. Assignment.** Neither party may assign this Agreement, or any part thereof, without the prior written consent of the other party, and any such attempted assignment shall be void; provided, however, CheckFreePay may assign this Agreement, or any part thereof, to its parent, an affiliate (including any successor by merger or acquisition), or to any direct or indirect wholly-owned subsidiary without the prior written consent of Recipient.

**13. General Provisions.** (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. (b) This Agreement shall not be amended except by written agreement signed by both parties. (c) In the event that any provisions, or any portion thereof, of this Agreement are determined by competent judicial, legislative, or administrative authority to be prohibited by law, then such provision or part thereof shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of the Agreement. (d) This Agreement, together with any schedules, exhibits, or attachments, contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written. (e) No delay in enforcement or extension of time or failure to exercise any right hereunder will be deemed to be a waiver of any right by any party. No waiver of any earlier breach shall be construed as a waiver of a later breach. No waiver shall be effective unless such waiver is approved in writing by the waiving party. (f) This Agreement shall inure to the benefit of the parties hereto and is not intended to create any right or cause of action or remedy of any nature whatsoever in any third party. (g) This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument. Facsimile execution and delivery and email delivery of a signed electronic copy of this Agreement (e.g., a scanned image) is legal, valid and binding execution and delivery for all purposes.

IN WITNESS WHEREOF, the parties, each acting under due and proper authority, have entered into this Agreement as of the Effective Date.

**RECIPIENT**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CheckFreePay Corporation**

*for itself and its subsidiaries*

CHECKFREEPAY CORPORATION OF NEW YORK and  
CHECKFREEPAY CORPORATION OF CALIFORNIA

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Service Schedule 4**  
**Enhanced Services - IP-Enabled Tablets**

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “GTL” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products (as defined below).

“IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). GTL reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by GTL to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description	# of Tablets
Main Jail	General Population	85 (with 12 Video Visitation Docking Stations)
Main Jail	Classroom Tablets	15

4. **GTL Provided Equipment, Services and Cabling.** GTL will supply, and will work in good faith with the County to determine the placement of, equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to County. GTL will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the County upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), County will collect and deliver to GTL all Tablets and related equipment assigned to the Location(s) and provide GTL a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** GTL will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. GTL will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. County acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The County will permit GTL authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit GTL to perform its obligations herein.

6. **Tablets.** GTL will supply the number of Tablets set forth in **Section 3** for the Term of the Agreement, subject to the following limitations and conditions. Tablets shall at all times remain the sole and exclusive property of GTL. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. GTL will install Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. GTL will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. **Enhanced Services.** GTL will provide the following Enhanced Services via the Tablets:

- i. Content. GTL will make available certain content through the Tablets, including music, games, electronic messaging, eBooks, and Khan Academy Lite (“Content”). Content will be provided on a per minute basis access. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. GTL reserves the right to add, alter or discontinue any Content.
- ii. Enhanced Education Content (for 15 classroom Tablets only). GED prep courses, consisting of 1) GED-Math, 2) GED-Basic Math, 3) GED-Literacy, 4) GED-Basic Writing, 5) GED-Science, and 6) GED-Social Studies
- iii. Video Visitation. On-premise and remote video visitation, with 60 days recording storage.
- iv. Voice Communication. GTL will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform. Headsets equipped with a microphone will be required.
- v. Inmate Accounts. All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually “Inmate Account” and collectively “Inmate Accounts”). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate’s Inmate Account by deposits made through GTL consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate’s release. Inmate friends and family deposits are final.

b. GTL Obligations. GTL will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through County’s commissary service. GTL shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. GTL may also change the number of Tablets deployed.

c. County Obligations. County must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid Content subject to the payment by the inmate of Content usage fees listed herein. In addition, County must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for inmates and the use of the accounts for payment of Content usage and video visitation fees ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to GTL by either County, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide GTL with secure space to store Tablets and other GTL equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the County on all matters involving Enhanced Services, including reporting to GTL any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by GTL for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** GTL may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, GTL may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Inmate Content Access: \$0.05 per minute
- c. Video Visitation Services:
  - \$0.25 per minute Extended Local Visit Price (visits beyond minimum number of free onsite visits required by law)
  - \$0.40 per minute Remote Visit Price
- d. Replacement Headphones or Earbuds: \$4.00
- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  - i. \$0.25 per written message.
  - ii. \$0.50 per photo attachment (in addition to charge for any written message, if provide)
  - iii. \$1.00 per video attachment (in addition to charge for any written message, if provided)

8. **Additional Terms**

- a. **Monitoring and Recording.** County acknowledges that the Enhanced Services provide County with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. County further acknowledges and agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by County of the use of the Tablets, or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County is solely responsible for any liability arising out of failure of County to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Shasta County Jail will not allow any products or services that compete with those supplied by GTL during the term of the Agreement to be, or to remain, installed at any County jail facilities, including present and future County jail locations. GTL will have the exclusive right to provide the products and services implemented at County jail facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by County for its jail facilities during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at County jail facilities.
- c. **Limitation of Liability**

GTL AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND GTL IN NO WAY, GUARANTEES THE EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR COUNTY PERSONNEL. FURTHERMORE, GTL AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. COUNTY IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GTL AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES REGARDING THE RELIABILITY OF ENHANCED SERVICES. GTL DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. GTL DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED.

**Service Schedule 5**  
**Enhanced Services – Video Visitation and Scheduler**

1. **Applicability.** This Service Schedule applies only to video visitation services. Where “GTL” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

“Enhanced Services” means enhanced communications, and information services.

“Video Visitation Service or System” (“VVS”) means Visitation Scheduler and Enhanced Service that permits on-site video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

“Video Visitation Unit” means the hardware and equipment installed at County Locations (as defined below) that provides access to Video Visitation Services.

3. **Deployment Locations.** VVS will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). GTL reserves the right to terminate the VVS at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the VVS at such Location(s), including the failure by GTL to recover the Expenditure (as defined below) for VVS within twenty four (24) months following the deployment of Enhanced Service at the Locations.

Location
Main Jail

4. **GTL Provided Equipment, Services and Cabling.** GTL will supply equipment, hardware, circuits, and cabling to deploy VVS at the Locations at no cost to County. GTL will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of County upon the expiration of the Agreement. Upon termination of VVS in any Location(s), provide GTL a reasonable opportunity to collect all Video Visitation Units and associated equipment and hardware (except cabling).
5. **Support and Maintenance.** GTL will provide all support and maintenance services for the VVS, subject to the limitations described herein. GTL will respond promptly to all support requests. County acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Video Visitation Units will not be available while being repaired or maintained. County will permit GTL authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the VVS, at such times and for such purposes as reasonably necessary or appropriate to permit GTL to perform its obligations herein.
6. **VVS Software.** GTL shall deploy a hosted application server in GTL video visitation data center. GTL’s VVS software provides the following functionalities for visitation scheduling: (a) unlimited number of user licenses for scheduling software; (b) facility registration and scheduling; (c) public web-based registration and scheduling; (d) multilingual web interface (English, Spanish); and (e) professional web-based registration and scheduling. The VVS software allows County to (a) manage public and professional visits; (b) manage non-contact and contact visits; (c) manage on premises video visitation and remote video visitation; (d) establish set schedules for non-contact visits, contact visits, on premises video visits, and remote video visits; (e) have officer check in for all on premises visits; and (f) have officer video check-in prior to remote video visitation start. County may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and

scheduling and conflicts. County may use the VVS software for live monitoring and recording with sixty (60) day recording storage, and may create certain data reports based on the data available via the VVS software.

7. **VVS Hardware.** GTL will provide the following hardware and equipment for use with VVS:

5 Visitor Units

9. **VVS Rates.**

On-Premises video visits beyond free visits required by law shall be \$0.25 per minute for the duration of the visit.

10. **Additional Terms**

- a. **Monitoring and Recording.** County agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control video communication recordation or monitoring by County or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the video monitoring and recording capabilities supplied through this Agreement. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County shall be solely responsible for any liability arising out of failure of County to comply with such law, regulation or guideline. County acknowledges that all video communication detail records and recordings (DRs) in connection with VVS are the exclusive property of County for the term of this Agreement and any resulting extensions of this Agreement; provided, however, GTL shall have the right to use the DRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.
- b. **Exclusivity and Right of First Refusal.** Shasta County Jail will not allow any products or services that compete with those supplied by GTL during the term of the Agreement to be, or to remain, installed at any County jail facilities, including present and future County jail locations. GTL will have the exclusive right to provide the products and services implemented at County jail facilities through the VVS, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by County for its jail facilities during the term of the Agreement, including any products or services that may be delivered through VVS, whether the products or services are for inmates located at County jail facilities.

11. **Limitation of Liability.** GTL AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE VIDEO VISITATION UNITS, OR RELATED ACCESSORIES. COUNTY IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, VVS AND ENHANCED SERVICES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GTL AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES REGARDING THE RELIABILITY OF THE VVS OR ENHANCED SERVICES. GTL DOES NOT WARRANT THAT THE VVS OR ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. GTL DOES NOT WARRANT THAT USE OF THE VVS OR ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED.



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Public Works-17.

**SUBJECT:**

Cassel-Fall River Road at Pit River Bridge - CEQA

**DEPARTMENT:** Public Works

**Supervisory District No. :** 3

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Adopt a resolution which adopts a California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration subject to the findings set forth in the proposed resolution for the "Cassel-Fall River Road at Pit River Bridge Replacement Project," Contract No. 703919.

**SUMMARY**

A CEQA determination is proposed for the Cassel-Fall River Road Bridge Replacement Project.

**DISCUSSION**

The Cassel-Fall River Road at Pit River Bridge is in Fall River Mills. The existing five span concrete structure was constructed in 1922. The bridge is being replaced through the federal Highway Bridge Program (HBP). A Mitigated Negative Declaration (MND) is proposed based on the Initial Study (attached). There was a 30-day public comment period. Responses to comments are included at the back of the MND.

**ALTERNATIVES**

The Board may decline to make the CEQA findings at this time. The existing bridge would remain.

**OTHER AGENCY INVOLVEMENT**

Caltrans oversees project funding. County Counsel has approved the resolution as to form. The County Administrative Office has reviewed this recommendation.

**FINANCING**

The total cost of the bridge replacement project is estimated to be \$7,800,000. The bridge is eligible for 88.53% federal

funding. The remaining match will be provided from the road fund. Adequate funds were included in the Adopted 2018/19 Roads budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Proposed MND & Initial Study	7/9/2018	Proposed MND & Initial Study
Mitigated Negative Declaration Resolution	7/9/2018	Mitigated Negative Declaration Resolution

# **PROPOSED MITIGATED NEGATIVE DECLARATION and INITIAL STUDY**

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## **Cassel-Fall River Road Bridge Replacement Project Shasta County, CA**



*Prepared for:*  
**Shasta County Planning Department**

March 2018  
20-53

**ENPLAN**

3179 Bechelli Lane Suite 100  
Redding, CA 96002

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## MITIGATED NEGATIVE DECLARATION

<b>LEAD AGENCY:</b>	<b>County of Shasta</b> 1855 Placer Street Redding, CA 96001
<b>PROJECT PROPONENT:</b>	County of Shasta
<b>PROJECT NAME:</b>	<b>Cassel-Fall River Road Bridge Replacement</b>
<b>PROJECT SUMMARY:</b>	The proposed project entails replacement of the existing Cassel-Fall River Road Bridge (No. 06C0039) over the Pit River with a new bridge located immediately south of the current bridge. The roadway approaches on both sides of the bridge would be shifted south. An approximately 165-foot-long retaining wall would be placed on the south side of the eastern approach, east of the abutment.
<b>LOCATION:</b>	<p>As shown in <b>Figure 1</b>, the proposed project is located in the unincorporated community of Fall River Mills.</p> <p>The project site is located along Main Street/Cassel-Fall River Road, from a point near Bridge Street to Dee Knoch Road in Section 31 of Township 37 North, Range 5 East of the U.S. Geological Survey's Fall River Mills 7.5-minute quadrangle; Latitude 41° 0' 3.54" N; Longitude -121° 26' 10.38" W.</p> <p>The soil Borrow Site is located approximately 0.75 miles south of the bridge on Cassel-Fall River Road in Section 6 of Township 36 North, Range 5 East of the U.S. Geological Survey's Hogback Ridge 7.5-minute quadrangle; Latitude 40°59' 27.18" N; Longitude -121° 25' 49.22" W.</p>

### **Findings / Determination**

As documented in the Initial Study, project implementation could result in possible effects to special-status wildlife species, loss of riparian habitat, loss of wetlands, loss of oak woodland, disturbance of nesting migratory birds, impacts to cultural resources and tribal cultural resources, potential exposure to geologic and hydrologic hazards, temporarily increased risk of wildfires, temporarily increased risk of exposure to contaminated materials, temporarily increased air emissions, and temporarily increased noise and vibration levels.

Design features incorporated into the project would avoid or reduce certain potential environmental impacts, as would compliance with existing regulations and permit conditions. Remaining impacts can be reduced to levels that are less than significant through implementation of the mitigation measures presented in Section 1.9 of the Initial Study. Because the County of Shasta will adopt mitigation measures as conditions of project approval and will be responsible for ensuring their implementation, it has been determined that the project will not have a significant adverse impact on the environment.

---

**Patrick J. Minturn**  
Director of Public Works

---

**Date**

# INITIAL STUDY

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**COUNTY OF SHASTA**

**CASSEL – FALL RIVER ROAD BRIDGE REPLACEMENT**

**SHASTA COUNTY, CALIFORNIA**

---

**LEAD AGENCY:**



**County of Shasta**  
1855 Placer Street  
Redding, CA 96001

**PREPARED BY:**

**ENPLAN**

3179 Bechelli Lane, Suite 100  
Redding, CA 96002  
**(530) 221-0440**

**March 2018**

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### Appendix A

CalEEMod.2016.3.2 Emissions Reports

### Appendix B

- ENPLAN Summary Report: *Potential for Special-Status State and Federal Species to Occur in the Project Area*
- California Natural Diversity Database RareFind Query Summary
- U.S. Fish and Wildlife Service List of Threatened and Endangered Species
- National Marine Fisheries Service (NMFS) Species List
- List of Vascular Plant Species Observed
- List of Wildlife Species Observed

### Appendix C

- Letter of Concurrence Regarding Completion of AB 52 Consultation



## SECTION 1.0 INTRODUCTION

### 1.1 Purpose of Study

Shasta County (County), as Lead Agency, has prepared this Initial Study to provide the general public and interested public agencies with information about the potential environmental impacts of the Cassel-Fall River Road Bridge Replacement Project (Project; proposed Project). Details about the proposed Project are included in Section 3.0 (Project Description) of this Initial Study. This Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA) of 1970 (as amended), codified in California Public Resources Code §21000 et seq., and the State CEQA Guidelines in the Code of Regulations, Title 14, Division 6, Chapter 3. Pursuant to these regulations, this Initial Study identifies potentially significant impacts and, where applicable, includes mitigation measures that would reduce all identified environmental impacts to less-than-significant levels. This Initial Study supports a Mitigated Negative Declaration (MND) pursuant to CEQA Guidelines §15070.

The majority of funding for the proposed Project will be provided through the Caltrans Local Assistance Program, which is funded in part by the Federal Highway Administration (FHWA) Highway Bridge Replacement and Rehabilitation (HBRRP) Program; therefore, the proposed Project is also subject to National Environmental Policy Act (NEPA) review. Caltrans is the lead agency for NEPA review.

### 1.2 Evaluation Terminology

The environmental analysis in Section 4.0 is patterned after the Initial Study Checklist recommended in the State CEQA Guidelines. For the preliminary environmental assessment undertaken as part of this Initial Study, a determination that there is a potential for significant effects indicates the need to more fully analyze the proposed Project's impacts and to identify mitigation. For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and an answer is provided according to the analysis undertaken as part of the Initial Study. The analysis considers the long-term, direct, indirect, and cumulative impacts of the proposed Project. To each question, there are four possible responses:

- **No Impact.** The proposed Project will not have any measurable environmental impact on the environment.
- **Less-Than-Significant Impact.** The proposed Project has the potential to impact the environment; however, this impact will be below established thresholds of significance.
- **Potentially Significant Impact Unless Mitigation Incorporated.** The proposed Project has the potential to generate impacts which may be considered a significant effect on the environment; however, mitigation measures or changes to the proposed Project's physical or operational characteristics can reduce these impacts to levels that are less than significant.
- **Potentially Significant Impact.** The proposed Project will have significant impacts on the environment, and additional analysis is required to identify mitigation measures that could reduce these impacts to less than significant levels.

### 1.3 Organization of the Initial Study

This document is organized into the following sections:

- Section 1.0:**        **Introduction:** Describes the purpose, contents, and organization of the document and provides a summary of the proposed Project.
- Section 2.0:**        **CEQA Determination:** Identifies the determination of whether impacts associated with development of the proposed Project are significant, and what, if any, additional environmental documentation may be required.
- Section 3.0:**        **Project Description:** Includes a detailed description of the proposed Project.
- Section 4.0:**        **Environmental Impact Analysis (Checklist):** Contains the Environmental Checklist from CEQA Guidelines Appendix G with a discussion of potential environmental effects associated with the proposed Project. Mitigation measures, if necessary, are noted following each impact discussion.
- Section 5.0:**        **List of Preparers**
- Section 6.0:**        **Abbreviations and Acronyms**
- Appendices:**        Contain information to supplement Section 4.0.

#### 1.4 Project Summary

<b>Project Title:</b>	<b>Cassel – Fall River Road Bridge Replacement</b>
<b>Lead Agency Name and Address:</b>	<b>Shasta County</b> 1855 Placer Street Redding, CA 96001
<b>Contact Person and Phone Number:</b>	<b>Shawn Ankeny, Supervising Engineer</b> 530.245.6810
<b>County's Environmental Consultant:</b>	<b>ENPLAN</b> 3179 Bechelli Lane Redding, CA 96002

#### 1.5 Project Location

As shown in **Figure 1**, the proposed Project is located in the unincorporated community of Fall River Mills. The **Bridge Site** is located along Main Street/Cassel-Fall River Road from a point near Bridge Street to Dee Knoch Road in Section 31 of Township 37N, Range 5E of the U.S. Geological Survey's (USGS) Fall River Mills 7.5-minute quadrangle; Latitude 41° 0' 3.54" N; Longitude -121° 26' 10.38" W. **Figure 2**, is an aerial photograph of the Bridge Site. The **Borrow Site** is located approximately 0.75 miles south of the bridge on Cassel-Fall River Road in Section 6 of Township 36N, Range 5E of the USGS Hogback Ridge 7.5-minute quadrangle; Latitude 40°59' 27.18" N; Longitude -121° 25' 49.22" W. An aerial photograph of the Borrow Site is shown in **Figure 3**.

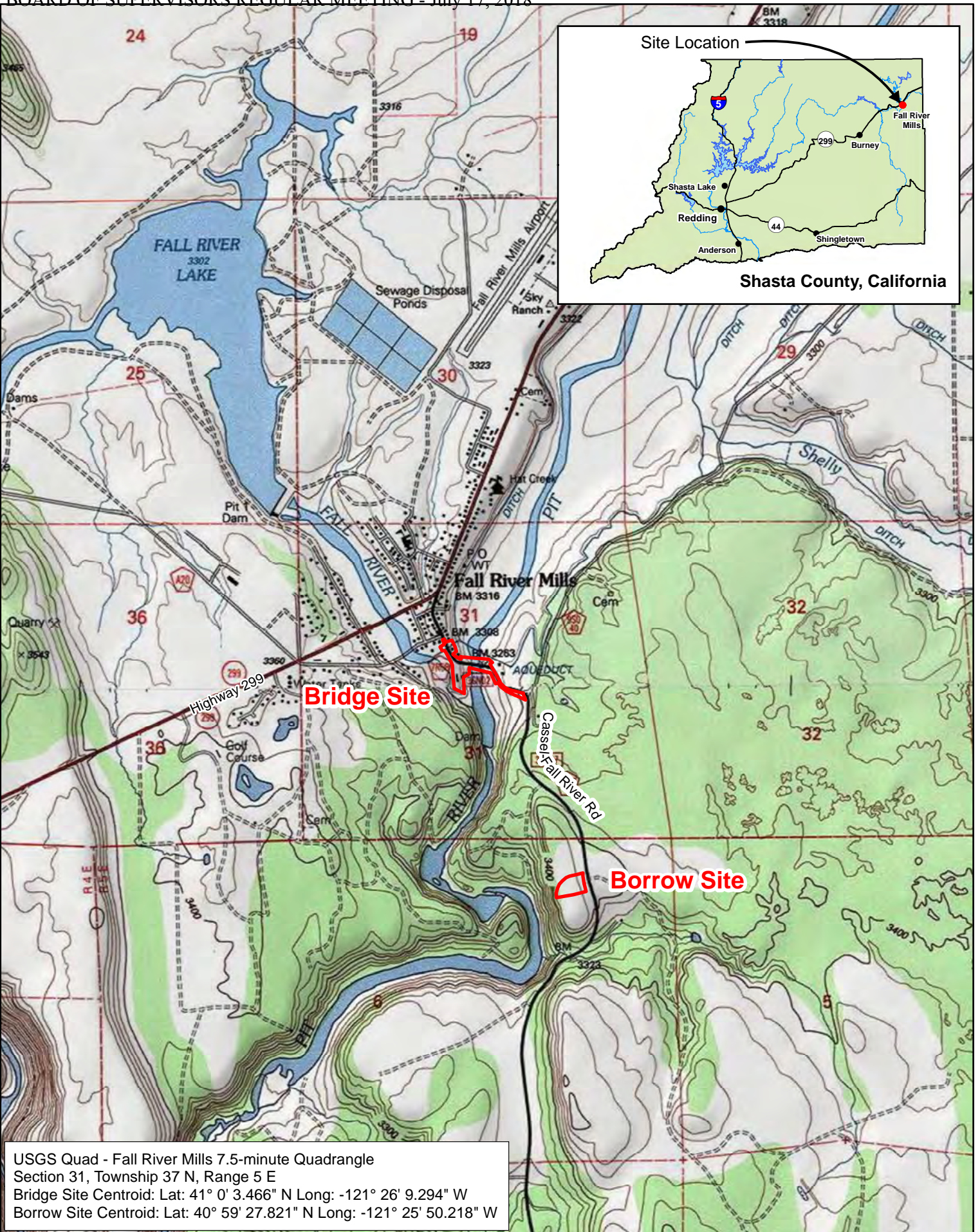
**Staging Areas:** Two potential staging areas have been identified on the west side of the Pit River on land owned by PG&E. Staging on the west side would take place on gravel fill that overlies the original ground surface. Staging on the east side would be limited to the existing roadbed and shoulders.

**Assessor's Parcel Numbers:**

**Bridge Site:** 018-300-001; 018-540-013, -021, 023, -045; 018-550-004

**Borrow Site:** 018-700-004

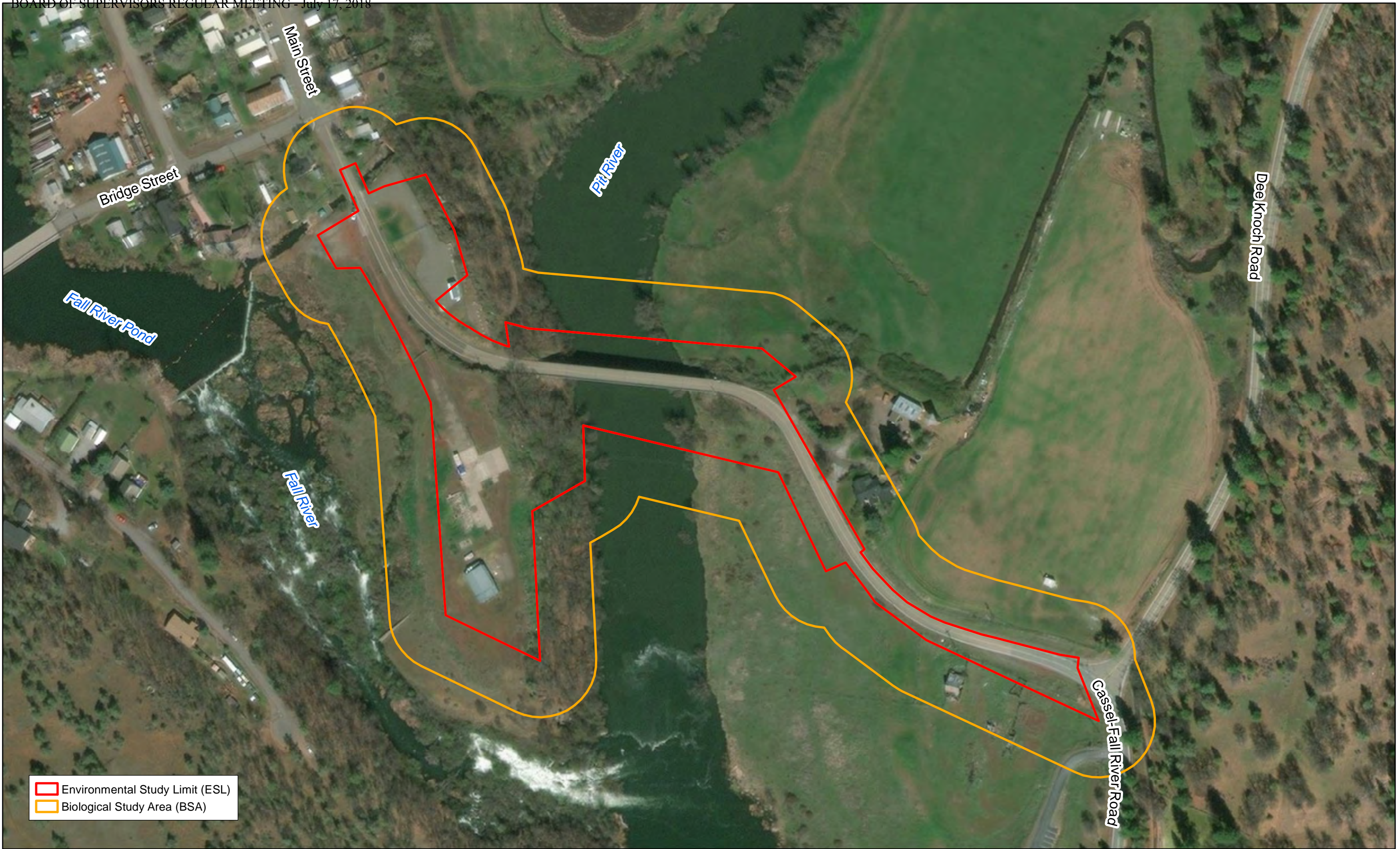




All depictions are approximate. Not a survey product. 06.07.16

Figure 1  
 Project Vicinity





Environmental Study Limit (ESL)  
Biological Study Area (BSA)



Figure 2  
Bridge Replacement Site





All depictions are approximate. Not a survey product. 05.10.16



Figure 3  
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**Borrow Site**

## 1.6 Environmental Setting

<b>General Plan Designations:</b>	<p><b>Bridge Site:</b> Properties north, east, and south of the Bridge Site are designated Agricultural (A-C - capable of supporting crop production by full-time operators). Properties west of the Bridge Site along Main Street are designated A-C, Commercial (C), and Urban Residential (UR).</p> <p><b>Borrow Site:</b> The General Plan designation for the Borrow Site is Natural Resource Protection-Open Space (N-O).</p>
<b>Zoning:</b>	<p><b>Bridge Site:</b> The Bridge Site is located in Open Space (OS), Exclusive Agriculture (EA), Exclusive Agriculture-Agricultural Preserve (EA-AP), and Commercial-Light Industrial (C-M) zones. Surrounding properties on the west side of the Pit River are zoned OS, C-M, Community Commercial (C-2), and Single-Family Residential (R-1). Surrounding properties east of the Pit River are zoned EA, EA-AP, and Rural Residential (R-R). See <b>Figure 4</b>.</p> <p><b>Borrow Site:</b> The Borrow Site is zoned Open Space (OS). Nearby lands are zoned OS and R-R.</p>
<b>Surrounding Land Uses:</b>	<p><b>Bridge Site:</b> Properties south and west of the study corridor on both sides of the river are currently vacant, with the exception of a storage building and a caretaker's residence on the west side of the river. Properties north and northeast of the study corridor are primarily used for crop production and grazing; a single-family residence is present east of the river and a storage building is present west of the river.</p> <p><b>Borrow Site:</b> Surrounding properties are vacant and owned by Shasta County. The Fall River is located approximately 600 feet west of the Borrow Site.</p>
<b>Topography:</b>	<p><b>Bridge Site:</b> The Bridge Site ranges in elevation between 3,300 and 3,350 feet above sea level. The western portion of the Bridge Site is higher in elevation and includes a steep slope adjacent to the Pit River. The eastern portion of the site is lower in elevation and includes a gradual slope adjacent to the river.</p> <p><b>Borrow Site:</b> The Borrow Site is situated approximately 3,400 feet above sea level and slopes gently to the east toward Cassel-Fall River Road.</p>
<b>Soils:</b>	<p><b>Bridge Site:</b> According to the U.S. Department of Agriculture, Natural Resources Conservation Service (U.S. Department of Agriculture, Natural Resources Conservation Service, 2010), four soil units have been mapped in the Bridge Site: Pittville sandy loam, 0-5 percent slopes; Henhill silt loam, partially drained, 0-2 percent slopes; Pit silty clay, drained, 0-2 percent slopes; and Winnibulli-Burman complex, 0-5 percent slopes. Only Pit silty clay is identified as a hydric soil (i.e., having the potential to support wetlands). Henhill silt loam, Pit silty clay, Pittville sandy loam, and Winnibulli-Burman contain inclusions of hydric soils.</p> <p><b>Borrow Site:</b> One soil unit, Jellico-lava flows complex, 5-15 percent slopes, has been mapped within the Borrow Site.</p>

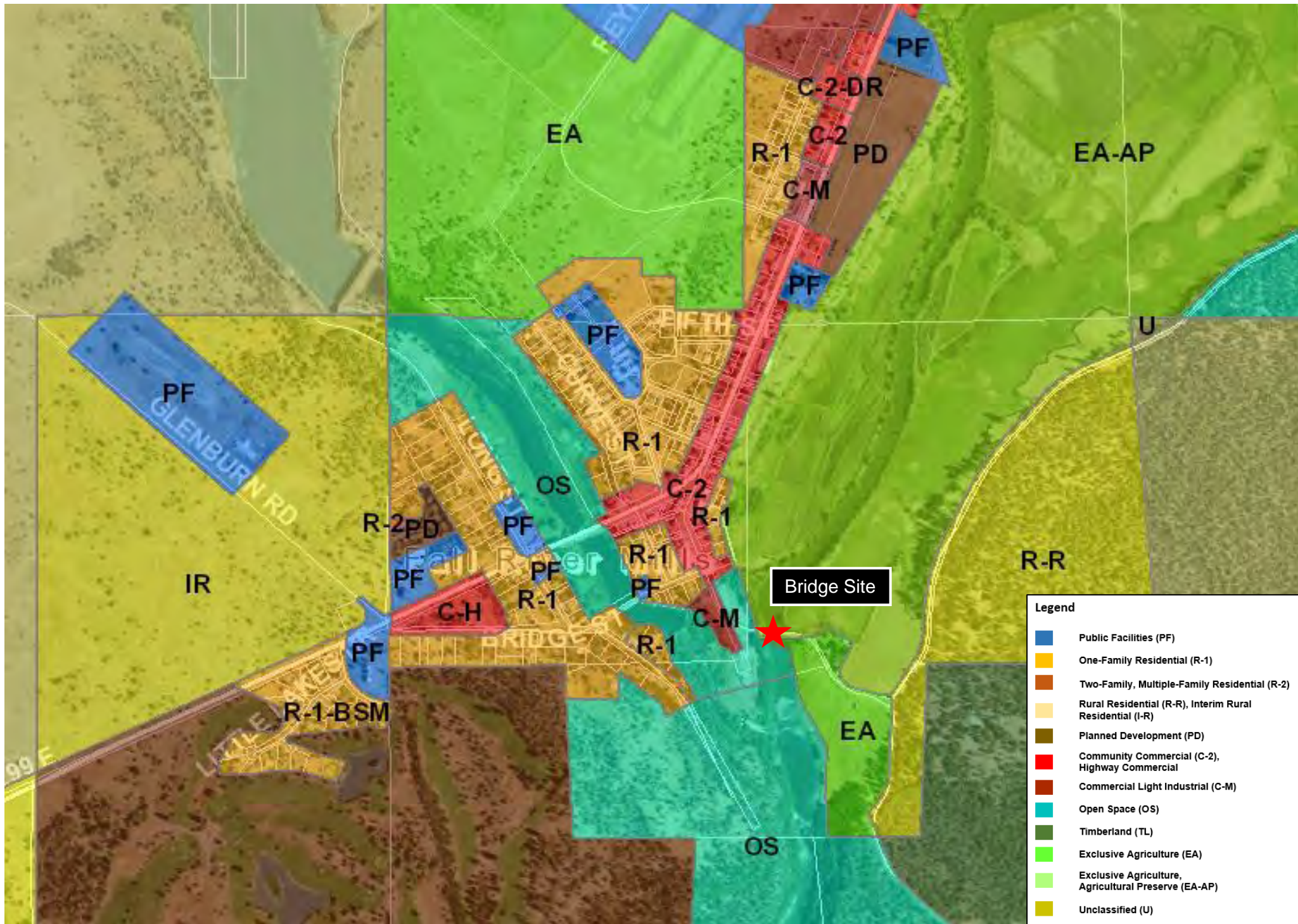
<b>Vegetation:</b>	Vegetation at the Bridge Site and adjacent areas is primarily comprised of agricultural lands and annual grassland, with a lesser component of woody vegetation. Typical herbaceous species include downy brome, Kentucky blue grass, cultivated timothy, star-thistle, common yarrow, and California poppy. The western bank of the Pit River supports woody vegetation, which is represented by Oregon white oak, western choke-cherry, and Sierra coffeeberry. A small amount of woody vegetation occurs east of the river and is represented by Oregon white oak, California rose, Oregon ash, and willows. With respect to the Borrow Site, typical herbaceous species include medusa-head, downy brome, and Kentucky blue grass. Woody species are represented by buckbrush, white-stemmed rabbitbrush, and western juniper.
<b>Water Features:</b>	<p>The Bridge Site is located immediately upstream of the confluence of the Pit and Fall Rivers. Aquatic habitats at the Bridge Site include the Pit River, a wet swale, and a seep. An off-site irrigation diversion and ditch are adjacent to the Bridge Site and convey irrigation water to lands on the east side of the bridge via a pipe attached to the bridge. The wet swale is located just north of the eastern bridge abutment and is supported by precipitation and stormwater runoff in the winter, and receives supplemental summer flow from irrigation runoff and long-term leakage from a waterline. The seep is located just south of the eastern bridge abutment. The seep is supported by long-term leakage from a waterline.</p> <p>No waters are present in the Borrow Site.</p>

## 1.7 Tribal Cultural Resources Consultation

Public Resources Code (PRC) §21084.2 (AB 52, 2014) establishes that “*a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment.*” In order to determine whether a project may have such an effect, a lead agency is required to consult with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if the tribe requested to the lead agency, in writing, to be informed through formal notification of proposed projects in the geographical area; and the tribe responds, in writing, within 30 days of receipt of the formal notification and requests the consultation.

As discussed in Sections 4.5 (Cultural Resources) and 4.17 (Tribal Cultural Resources), consultation with the Pit River Tribal Council and Ajumawi Band of the Pit River Tribe has been conducted as provided in PRC §21080.3.1 and §21080.3.2, and consultation is considered concluded pursuant to PRC §21080.3.2(b).





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**Figure 4**  
**Zoning Designations**



## 1.8 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by the Proposed Project, involving at least one impact requiring mitigation to bring it to a less-than-significant level. Impacts to these resources are evaluated using the checklist included in Section 4.0. The Proposed Project was determined to have a less-than-significant impact or no impact without mitigation on unchecked resource areas.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Aesthetics                                   | <input checked="" type="checkbox"/> Hazards/Hazardous Materials | <input type="checkbox"/> Recreation                                    |
| <input checked="" type="checkbox"/> Agricultural and Forest Resources | <input checked="" type="checkbox"/> Hydrology and Water Quality | <input type="checkbox"/> Transportation/Circulation                    |
| <input checked="" type="checkbox"/> Air Quality                       | <input type="checkbox"/> Land Use and Planning                  | <input checked="" type="checkbox"/> Tribal Cultural Resources          |
| <input checked="" type="checkbox"/> Biological Resources              | <input type="checkbox"/> Mineral Resources                      | <input type="checkbox"/> Utilities and Service Systems                 |
| <input checked="" type="checkbox"/> Cultural Resources                | <input checked="" type="checkbox"/> Noise                       |  |
| <input checked="" type="checkbox"/> Geology and Soils                 | <input type="checkbox"/> Population and Housing                 | <input checked="" type="checkbox"/> Mandatory Findings of Significance |
| <input type="checkbox"/> Greenhouse Gas Emissions                     | <input type="checkbox"/> Public Services                        |  |

## 1.9 Summary of Mitigation Measures

The following mitigation measures are proposed to reduce impacts of the proposed Project to less than significant levels.

### AGRICULTURE AND FOREST RESOURCES

See Mitigation Measures **MM 4.4.8** and **MM 4.4.9**, below.

### AIR QUALITY

**MM 4.3.1** The County shall ensure through contractual obligations that the following measures are implemented throughout construction:

- a. All material excavated, stockpiled, or graded shall be sufficiently watered to prevent fugitive dust from leaving property boundaries and causing a public nuisance or a violation of ambient air quality standards.
- b. Unpaved areas with vehicle traffic shall be watered periodically or have dust palliatives applied for stabilization of dust emissions.
- c. All on-site vehicles shall be limited to a speed of 15 miles per hour on unpaved roads.
- d. All land clearing, grading, earth moving, and excavation activities on the project site shall be suspended if/when Shasta County's resident engineer determines that winds are causing excessive dust generation.
- e. The contractor shall be responsible for applying non-toxic stabilizers (according to manufacturer's specifications) to all inactive construction areas (previously graded areas

which remain inactive for 96 hours), in accordance with the Shasta County Grading Ordinance.

- f. All trucks hauling dirt, sand, soil, or other loose materials shall be covered or shall maintain at least two feet of free board in accordance with the requirements of CVC §23114. This provision is enforced by local law enforcement agencies.
- g. During grading and earth disturbance in undeveloped areas, the contractor shall provide a paved (or dust palliative treated) apron, at least 50 feet in length, onto the project site from the adjacent paved road(s).
- h. Paved streets adjacent to construction areas shall be swept or washed at the end of the day to remove excessive accumulations of silt and/or mud which may have accumulated as a result of activities on the development site.

**MM 4.3.2** Prior to demolition of the existing bridge, a comprehensive asbestos survey of all suspect materials shall be completed. Sampling shall be conducted by a California Division of Occupational Safety and Health (DOSH)-certified Asbestos Consultant (CAC) or a Site Surveillance Technician (SST). Asbestos-containing material shall be removed by a DOSH-registered licensed asbestos abatement contractor and disposed of at a landfill approved to receive asbestos-containing waste material.

**MM 4.3.3** Prior to demolition of the existing bridge, or disturbance of traffic striping and pavement, a comprehensive survey shall be completed in locations where lead-based paint is suspected. If lead-based paint is identified, lead abatement shall be conducted by a qualified lead abatement contractor as defined by Title 17 CCR, Articles 5 and 7.

**MM 4.3.4** In the event previously undetected asbestos or lead-containing materials are discovered during construction or demolition, activities that may affect the materials shall cease until results of additional surveys are reviewed. Alternatively, the County can assume that the materials are hazardous. Any identified hazardous materials shall be disposed of in accordance with applicable hazardous waste regulations.

## **BIOLOGICAL RESOURCES**

**MM 4.4.1** Avoid/Minimize Effects on Bats During Bridge Demolition.

Prior to bridge demolition, additional visual survey shall be conducted at each bridge pier where the deck spans join. If packing material is present in the joints and would prevent bat usage, or if the visual survey confirms that there are no signs of past or present bat activity, no further work is needed prior to demolition. If the packing material is no longer intact or no longer present, then humane bat eviction shall be undertaken during seasonal periods of bat activity as described below.

- If needed, humane bat eviction shall be conducted by a bat exclusion contractor or by the bridge contractor under direct supervision of a qualified bat biologist who is experienced in humane bat exclusion methods, materials, and techniques. Humane bat eviction shall consist of blockage of contiguous sections of the gap, and installation of one-way exits at all required locations to permit bats to escape from any roost crevices or non-contiguous portions of crevices. Humane bat eviction shall only be conducted during seasonal periods of bat activity, which in this region, are as follows:
  - Between March 1 (or after evening temperatures rise above 45°F, and/or no more than ½ " of rainfall within 24 hours occurs), and April 15; and
  - Between September 1 and October 15 (or before evening temperatures fall below 45°F, and/or more than ½ " of rainfall within 24 hours occurs).

**MM 4.4.2** Replace Day and Night Bat Roosting Habitat.

Day and/or night bat roosting habitat present on the existing bridge shall be replaced with an equal or greater amount of in-kind habitat on the new bridge. A replacement plan shall be developed by a qualified bat biologist with experience in bridge structure bat roost habitat design.

**MM 4.4.3** Avoid/Minimize Effects on Bats During Tree Removal.

Trees providing suitable bat habitat shall be removed only between March 1 and April 15, or between September 1 and October 15, subject to the weather conditions noted below. All trees proposed for removal shall be inspected in advance by a qualified bat biologist for the presence of cavities, crevices, exfoliating bark, and other features that may provide suitable bat roosting habitat. Trees with suitable bat roost features shall be removed only after implementation of one of the following:

- a. A night emergence survey of tree by a qualified bat biologist reveals no roosting bats, OR
- b. Trees are removed using the two-step process described below to permit bats the opportunity to abandon the roost prior to removal. Two-step removal of trees containing occupied bat roosts or providing suitable bat habitat, shall only be conducted during seasonal periods of bat activity, which in this region, are as follows:
  - Between March 1 (or after evening temperatures rise above 45°F, and/or no more than ½ " of rainfall within 24 hours occurs), and April 15; and
  - Between September 1 and October 15 (or before evening temperatures fall below 45°F, and/or more than ½ " of rainfall within 24 hours occurs).

The two-step removal of bat habitat trees shall be conducted over two consecutive days. The first day entails removal of non-habitat features on bat habitat trees (branches without cavities, crevices, or exfoliating bark), using chainsaws only for cutting, and chippers wherever possible to cause a level of noise and vibration disturbance sufficient to cause bats to choose not to return to the tree for a few days after they emerge to forage. No excavators, grinders, or other heavy equipment shall be used for first day trimming of habitat trees. A qualified bat biologist experienced with two-step removal procedures shall instruct and provide initial supervision of tree cutting crews on day 1 so that they do not accidentally remove potential habitat features, which could result in direct mortality of bats.

On the following day, the trees are removed. Any new tree cutting crew members added to the crew shall require instruction and initial supervision by a qualified bat biologist.

**MM 4.4.4** Avoid/Minimize Effects on Bats During Swallow Nest Removal.

Abandoned cliff swallow nests on the bridge shall be removed by hand using an extension pole with a suitable scraper (no high-pressure water or air), between October 30 and January 31. If abandoned swallow nests cannot be removed during this period, nest interiors shall first be visually inspected by a qualified bat biologist, and then the nests shall be removed by hand using an extension pole with a suitable scraper (no high-pressure water or air), if unoccupied. If a nest is occupied by bats, removal shall be delayed until after dark. If exclusion netting will be installed on the bridge, netting (1/4" – 3/8" mesh size) or other chosen material shall be installed so that it fits tightly to the bridge with no gaps that may permit bats to enter, and which could trap bats.

**MM 4.4.5** Inspect Dewatering Enclosures for Western Pond Turtles.

If in-stream dewatering enclosures are erected to facilitate pier or abutment construction, a qualified biologist shall be present during initial dewatering of each enclosure to ensure that no turtles are trapped. If turtles are present within the enclosure, they shall be relocated outside the work area by the qualified biologist.

**MM 4.4.6** Avoid/Minimize Effects on Western Pond Turtles.

Prior to commencement of any earth disturbance, all construction personnel shall receive training from a qualified biologist on identification of western pond turtles and procedures to be implemented in the event that western pond turtles are encountered during construction activities.

In the event that western pond turtles enter a 100-foot buffer of on-going construction activities, a qualified biologist shall be contacted and construction activities shall be halted within 50 feet of the turtle until the turtle is confirmed to have left the project area or is relocated by the qualified biologist.

**MM 4.4.7** Limit the Period for In-Water Work.

In-water work shall be limited to the period between April 15 and January 31, or as may otherwise be specified by CDFW, USACE, and/or the RWQCB. If work is proposed outside of the specified time period, the County shall obtain approval from these agencies prior to conducting the work.

**MM 4.4.8** Construction Measures to Ensure Retention of Oak Trees.

The following measures shall be implemented to ensure retention of the oak trees that are designated for preservation. The County shall ensure compliance through the enforcement of contractual obligations:

- a. Fencing shall be provided at least 6 feet outside of the dripline of all trees to be preserved. The fencing is to remain throughout construction.
- b. No storage of materials that may be harmful to oak trees shall occur within the fenced area.
- c. No construction activities (grading, cutting or trenching), including vehicle parking or materials stockpiling, shall occur within the fenced area.

**MM 4.4.9** Avoid/Minimize the Potential for Introduction and Spread of Noxious Weeds.

The potential for introduction and spread of noxious weeds shall be avoided/minimized by:

- a. Using only certified weed-free erosion control materials, mulch, and seed.
- b. Limiting any import or export of fill material to material that is known to be weed free.
- c. Requiring the construction contractor to thoroughly wash all equipment at a commercial wash facility prior to entering the County. If the equipment has most recently been used within the County, cleaning is not required.

**MM 4.4.10** Avoid/Minimize the Potential for Introduction and Spread of Invasive Freshwater Mollusks.

The potential for introduction and spread of invasive freshwater mollusks (quagga mollusks and zebra mollusks) shall be avoided/minimized by utilizing only vessels that have been cleaned, drained of all standing water, dried thoroughly, and determined not to harbor mussels prior to placement into the Pit River. Vessels that harbor mussels shall undergo treatment to eradicate the mussels completely by being placed into dry storage for a minimum of five days prior to their next planned use.

**MM 4.4.11** Avoid Disturbing Nesting Birds During Bridge Construction/Demolition.

Well in advance of project construction, abandoned swallow nests shall be removed from the bridge in accordance with the conditions prescribed in Mitigation Measure **MM 4.4.4**. After the nests are removed, and prior to April 15, bird nesting deterrents shall be installed on the bridge. Shasta County may utilize one or more types of deterrents to prevent birds from nesting on the bridge, including the use of bioacoustic deterrents (e.g., broadcast calls), installation of exclusionary materials (e.g., Teflon or plastic sheeting, mesh netting, or other materials that would not entangle birds) in the fall or winter prior to construction, and/or

removal of partially constructed nests following confirmation by a qualified biologist that no eggs or chicks are present (completed nests shall not be removed). Any installation of exclusionary materials to prevent bird nesting shall be coordinated with the bat biologist to ensure that day-roosting bats (if present) are not trapped inside the bridge.

**MM 4.4.12** Avoid Disturbing Nesting Birds During Vegetation Removal or Ground Disturbance.

In order to avoid impacts to nesting migratory birds and/or raptors protected under the federal Migratory Bird Treaty Act of 1918 and California Fish and Game Code §3503, including their nests and eggs, the following measures shall be implemented:

- a. With the exception of trees providing suitable bat roosting habitat that shall be removed only between March 1 and April 15, or between September 1 and October 15, in accordance with **Mitigation Measure 4.4.3**, vegetation removal and other ground-disturbance activities associated with construction shall occur between September 1 and January 31 when birds are not nesting; or
- b. If vegetation removal or ground disturbance activities occur during the nesting season, a pre-construction nesting survey shall be conducted by a qualified biologist to identify active nests in and adjacent to the work area. The survey shall take into account acoustic impacts and line-of-sight disturbances occurring as a result of the project in order to determine a sufficient survey radius to avoid nesting birds. The results of the survey shall be submitted to the California Department of Fish and Wildlife upon completion. The survey shall be conducted no more than one week prior to the initiation of construction. If construction activities are delayed or suspended for more than one week after the pre-construction survey, the site shall be resurveyed.

If active nests are found, Shasta County shall consult with the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service regarding appropriate action to comply with the Migratory Bird Treaty Act and California Fish and Game Code §3503. Compliance measures may include, but are not limited to, exclusion buffers, sound-attenuation measures, seasonal work closures based on the known biology and life history of the species identified in the survey, as well as ongoing monitoring by biologists.

**CULTURAL RESOURCES**

**MM 4.5.1** Prior to commencement of any ground disturbance, the *Programmatic Agreement between the California Department of Transportation and the California State Historic Preservation Officer Regarding the Cassel-Fall River Road Bridge Replacement Project in the Town of Fall River Mills, County of Shasta, California* (PA), shall be executed, with Shasta County as a signatory to the PA.

Shasta County shall continue to coordinate with Caltrans (the designated federal Lead Agency for the project) throughout the duration of Project construction to ensure that the County fulfills its responsibilities outlined in the PA.

**MM 4.5.2** If any previously unevaluated cultural or paleontological resources (i.e., burnt animal bone, midden soils, projectile points or other humanly-modified lithics, historic artifacts, fossils, etc.) are encountered, all earth-disturbing work shall stop within 7.6 meters (25 feet) of the find until a qualified archaeologist, or paleontologist if the find is a paleontological resources, can make an assessment of the discovery and recommend/implement mitigation measures as necessary.

**MM 4.5.3** If any human remains are encountered during any phase of construction, all earth-disturbing work shall stop within 20 meters (66 feet) of the find. The county coroner shall be contacted to determine whether investigation of the cause of death is required as well as to determine whether the remains may be Native American in origin. Should Native American remains be discovered, the county coroner must contact the Native American

Heritage Commission (NAHC). The NAHC will then determine those persons it believes to be most likely descended from the deceased Native American(s). Together with representatives of the people of most likely descent, a qualified archaeologist shall make an assessment of the discovery and recommend/implement mitigation measures as necessary.

## **GEOLOGY/SOILS**

- MM 4.6.1** Recommendations included in the Final Foundation Report for the proposed Project shall be incorporated into the final improvement plans. The improvement plans shall be reviewed by a qualified geotechnical engineer to ensure all recommendations included in the final Foundation/Geotechnical Report are implemented. Applicable notes shall be placed on the attachment sheet to the Improvement Plans.
- MM 4.6.2** Site earthwork activities (including site preparation, placement of engineered fill and trench backfill, construction of slab and pavement subgrades, and all foundation excavations) shall be monitored by a certified engineering geologist or other qualified professional approved by the Shasta County Public Works Director, as recommended in the Final Foundation Report.
- MM 4.6.3** If blasting is proposed, all work shall be conducted under the direct supervision of a blaster holding a current license issued by Cal/OSHA; a blasting plan subject to approval by Shasta County shall be provided in advance so that the County can ensure that potential concerns with respect to noise, vibration, safety, and security are adequately addressed.

## **HAZARDS / HAZARDOUS MATERIALS**

- MM 4.8.1** Treated wood waste shall be handled, stored, transported and disposed of in accordance with Section 14-11.14 (Treated Wood Waste) of Caltrans' Standard Specifications. All personnel that may come into contact with treated wood waste will receive, at a minimum, training on procedures for identifying and segregating treated wood waste; safe handling practices; requirements of 22 CCR, Division 4.5, Chapter 34 (Alternative Management Standards for Treated Wood Waste); and proper disposal methods.
- MM 4.8.2** During construction, all areas in which work will be completed using spark-producing equipment shall be cleared of dried vegetation or other materials that could serve as fire fuel. To the extent feasible, the contractor shall keep these areas clear of combustible materials in order to maintain a fire break.

## **HYDROLOGY AND WATER QUALITY**

- MM 4.9.1** Final improvement plans shall be reviewed by the hydraulic engineer to ensure all recommendations included in the final hydraulic analysis are implemented. Applicable notes shall be placed on the attachment sheet to the Grading and Improvement Plans.

## **LAND USE AND PLANNING**

Incorporation of all recommended mitigation measures will ensure that the proposed project is consistent with the Shasta County General Plan.

## **NOISE**

- MM 4.12.1** Construction activities (excluding activities that would result in a safety concern to the public or construction workers due to interference with traffic) shall be limited to between the daytime hours of 7:00 A.M. and 7:00 P.M., Monday through Friday; and 8:00 A.M. and 5:00 P.M., on Saturdays, Sundays, and federal/state recognized holidays.

- MM 4.12.2** Pile driving and blasting activities shall occur only between the hours of 9:00 A.M. and 6:00 P.M.
- MM 4.12.3** Noise generated by pile-driving activities shall be minimized to the extent practicable, through the use of cushion blocks with impact hammer pile drivers; attaching acoustical insulation material to the inside of construction fencing or supports; installing temporary sound barriers between sensitive uses and the construction site; and/or pre-drilling holes for the piles. Sonic or vibratory pile drivers may be used where geological conditions permit their use.
- MM 4.12.4** Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.
- MM 4.12.5** When not in use, motorized construction equipment shall not be left idling for more than five minutes.
- MM 4.12.6** Stationary equipment (generators, compressors, etc.) shall be located at the furthest practical distance from nearby noise-sensitive land uses.


#### **TRIBAL CULTURAL RESOURCES**

See Mitigation Measures **MM 4.5.1** through **MM 4.5.3**, above.

## SECTION 2.0 CEQA DETERMINATION

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION has been prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or Negative Declaration pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

  
\_\_\_\_\_  
**Patrick J. Minturn**  
Director of Public Works

May 16, 2018  
Date



## SECTION 3.0 PROJECT DESCRIPTION

### 3.1 Introduction

Shasta County, in cooperation with Caltrans, is proposing to replace the Cassel-Fall River Road bridge (06C0039) over the Pit River with a new bridge located immediately south of the current alignment. The existing bridge is a 300-foot-long by 23.7-foot-wide six-span structure. The new bridge would measure 300 feet long by 35 feet wide. The bridge would be a three-span, steel girder concrete slab structure, with each span measuring 100 feet in length. The new substructure would consist of two concrete seat-type abutments with cantilevered wingwalls, and two column bents. The new deck grade would be about two feet higher than the existing bridge at Abutment 1 (west side of the river), and about one foot higher than the existing bridge at Abutment 4 (east side of the river).

The roadway approaches would be shifted south to accommodate the new bridge alignment. The western approach would require approximately 390 feet of realignment and up to 60 feet of additional approach roadwork. The eastern approach would require approximately 220 feet of realignment and up to 130 feet of additional approach work. An asphalt overlay would continue from the end of the eastern bridge approach roadway work for 370 feet toward the intersection of Dee Knoch Road.

An approximately 165-foot-long retaining wall would be placed along the south side of the proposed road alignment at the eastern approach, east of Abutment 4. Specific improvements are described in detail in **Section 3.4** below.

Work is scheduled to commence in April 2019, weather permitting, and would be completed in approximately eight months. The existing bridge would remain open to traffic during construction.

For purposes of this Initial Study, “study area” and “Project area” shall mean the Project footprint, which encompasses approximately 6.5 acres and includes the Bridge Site, Borrow Site, and staging areas (total land disturbance would be approximately 1.2 acres). The biological study area was extended approximately 100 feet beyond this footprint and was inspected where accessible to evaluate potential indirect impacts to special-status species and/or their habitats.

### 3.2 Project Background, Need, and Objectives

The purpose of the Project is to provide a safe crossing over the Pit River for the traveling public. The project is needed because the existing bridge, constructed in 1922, is structurally deficient, functionally obsolete for width and loading, and does not meet current federal or local design standards.

The bridge is a vital link between the community of Fall River Mills and Big Eddy Estates, which is a large residential community on the east side of the Pit River. In September 2015, the bridge was temporarily closed when it was deemed to be unsafe following an inspection by Caltrans, which showed significant undermining and loss of footing bearing at multiple piers. The bridge closure increased emergency response time to Big Eddy Estates; school bus routes, trash disposal services, and postal delivery were also negatively impacted. As an interim measure, the County completed repair work in October 2016, which enables the bridge to remain in service until the new bridge is constructed, and also allows for safe removal of the existing bridge following completion of the new bridge.

### 3.3 Project Components, Physical Improvements

**Table 3.0-1** identifies the type and depth of impacts associated with the proposed improvements.

**TABLE 3.0-1  
Overview of Project Impacts**

Location	Type of Impact	Depth of Impact (feet)	Details
<b>West Side</b>	Road Cut	≤ 18	Cut into fractured rock
	Temporary Piles	≤ 30	Driven temporary piles
	Abutment 1	≤ 50	Steel driven H-piles with pile cap
	Utility Relocations	≤ 8	
	Water and Irrigation Line Relocations	≤ 8	
	Guardrail Posts	≤ 4	Placed in drilled holes
	Existing Bridge Demolition-	Minimal	Removal of western abutment
	Staging	Minimal	Existing fill over original ground surface
<b>River Channel</b>	Bent 2 and Bent 3	≤ 30	Cast-In Drilled-Hole (CIDH) pile
	Temporary Piles	≤ 20	Drilled temporary piles (e.g., trestle)
	Water and Irrigation Line Relocations	None	
	Falsework Bents	≤ 20	Placed on compacted engineered earthen pads or temporary drilled piles
	Existing Bridge Demolition	≤ 20	Remove existing bridge from new bridge or from a barge placed below the bridge
<b>East Side</b>	Abutment 4	≤ 40	Cast-In Drilled-Hole (CIDH) pile
	New Embankment Footprint	≤ 10	Replace native soil with engineered fill or build on compacted original soil
	Retaining Wall Road Cut	≤ 1	New structural section
	Existing Bridge Demolition-	To surrounding contour of channel	Embankment grading and abutment removal
	Staging	< 1	Limited to the existing road and graded/gravel shoulder
	Construction Trestle Bents	Minimal	Placed on compacted engineered earthen pads
	Guardrail Posts	None	Drilled into imported fill material
	Road Fill	None	From borrow location or commercial source and engineered material
	Utility Pole Relocations	≤ 8	
	Water and Irrigation Line Relocations	≤ 8	

### Temporary Access Roads

A temporary access road would be located at the eastern bridge approach, on the south side of the road, adjacent to the existing fill slope. This temporary access road would facilitate construction of the new bridge. The route would be temporarily capped by manually installing geofabric over the existing ground and then covering the geofabric with a thick layer of gravel. A bulldozer and possibly a vibratory roller would be used to install the gravel, and construction equipment would remain on the gravel at all times. After the bridge is constructed, an excavator would be used to remove the gravel, and the geofabric would be removed manually with only foot traffic on the existing ground.

### Approach Roadways/Embankments

#### Western Approach:

The western approach would require approximately 390 feet of realignment and up to 60 feet of additional approach roadwork. Permanent ½:1 cut slopes are required at the western approach.

As indicated in **Table 3.0-1**, cuts would be up to 18 feet in depth. The western cut would be in fractured rock material, but blasting is not expected to be required. If blasting is required, it would be conducted under the direct supervision of a blaster holding a current license issued by Cal/OSHA; a blasting plan subject to approval by Shasta County would be provided in advance so that the County can ensure that potential concerns with respect to noise, vibration, safety, and security are adequately addressed.

#### Eastern Approach:

The eastern approach would require approximately 220 feet of realignment and up to 130 feet of additional approach work. The eastern approach would be established on about 15 to 20 feet of new fill. Roadway excavation, where the new approaches taper into the existing roadway, would consist of the depth of the structural section of the roadway approach, which would be approximately ten inches, plus the roadside ditch, estimated at less than three feet in depth. An asphalt overlay would continue from the end of the eastern bridge approach roadway work for 370 feet toward the intersection of Dee Knoch Road.

Any unsuitable material, including clay and loose or disturbed soils, would be removed to full depth and replaced with an engineered fill to at least 90% relative compaction. Alternatively, it may be possible to remove the very loose surface soil and vegetation to an estimated depth of 0.5 feet, place an engineering fabric or geosynthetic reinforcement, and build the embankment on top. The embankment would be overbuilt and allowed to sit for approximately one to two months while the ground settles.

An approximately 165-foot-long retaining wall would be placed along the south side of the proposed road alignment at the eastern approach at Abutment 4.

Drainage would be directed away from slopes to prevent erosion of near-surface soils. Erosion control would be used to protect slopes. In addition, crown ditches and slope rounding at the top of cuts would be implemented to reduce slope erosion.

### **New Bridge Foundations**

As recommended in the Final Foundation Report prepared by Crawford & Associates, Inc., in November 2017 (Final Foundation Report), foundation support for the new bridge is best achieved by use of driven steel H-piles at Abutment 1 and large (over 24-inch) diameter cast-in-drilled-hole (CIDH) piles socketed into the underlying rock at Bent 2, Bent 3, and Abutment 4. The use of conventional drilling (i.e., soil augers) for CIDH pile excavations may not be effective in advancing the hole within the underlying bedrock, and the use of "heavy duty" equipment specifically tooled for hard rock excavation (e.g., rock augers, core barrels, etc.) may be required.

New fill would be placed in accordance with Caltrans Standard Specifications. Where new fill is to be placed onto existing fill slopes steeper than 5:1, the fill would be fully bonded into the existing slope by placing it on discrete horizontal benches cut fully into the slope, and below any loose/soft or otherwise unsuitable materials.

Due to the anticipated presence of groundwater, CIDH piles would be installed by the "wet" method, including slurry drilling and concrete placed under slurry using tremie pipe. Installation of CIDH piles through granular soils overlying the rock is expected to require casing to help mitigate caving during construction. Casing within the upper portions of the underlying rock also may be required.

Rock Slope Protection (RSP) would be placed and maintained at the abutments to help mitigate scour.

### **Retaining Wall**

Approximately 165 lineal feet of Caltrans Type 1 (Case 1) retaining wall would be constructed on the southern side of the east approach roadway east of Abutment 4. As stated in the Final Foundation Report, foundation support for the retaining wall appears most appropriately achieved by means of spread footing foundations established within a prism of engineered fill to provide uniformity of support below the spread footing.

All soil would be excavated to at least three feet below the base of the footing. Horizontal limits of excavation would be from the heel line to five feet in front of the toe of the retaining wall footing. If intact weathered rock is identified by the geotechnical engineer at plan footing levels, or within three feet below the footing, then the required depth of engineered fill prism may be reduced.

Excavated on-site materials would be excluded from use as engineered fill below the footing and behind the retaining wall. Imported materials used for backfill behind the retaining wall would meet Caltrans Standard Specifications for structure backfill.

### **Water and Utility Relocations**

A circa-1988 10-inch water line is attached to the downstream (south) side of the bridge and a circa-1922 24-inch irrigation line is attached on the upstream (north) side. Both lines would be relocated onto the new bridge. Numerous utility poles also need to be relocated. New utility poles would be placed in holes up to eight feet deep, depending on the size of the poles required.

### **Guardrails and Signage**

Guardrails along the western approach would be placed in holes drilled to a depth of approximately four feet. Guardrail posts on the eastern approach would be drilled into the imported fill material.

### **Temporary Piles**

Due to the constant flow in the Pit River throughout the summer months, the contractor may need to construct a temporary work trestle for access over the river. Temporary piles may be pre-drilled and driven into the river bottom to support the trestle. Soldier piles, if used for the footing for Abutment 1, could extend as much as 30 feet below the existing ground surface and have a footprint of 12 to 18 square inches each. Soldier piles would be spaced four to ten feet apart around the limits of excavation for the abutment, and would be used in conjunction with timber lagging. This would create a retaining wall to keep the existing road in place during excavation of the foundation for the new bridge.

In areas where piles are not able to be driven, piles could be placed in pre-drilled holes up to 30 feet deep and 12 to 18 inches in diameter. It is also possible that the work trestle bents would be founded on compacted engineered earthen pads along the new bridge and retaining wall, and thus the only ground disturbance would be compaction of the existing soil. The use and design of temporary piles and work trestle would be left to the discretion of the contractor.

### **Existing Bridge Demolition**

During demolition of the existing bridge, the bridge could be removed from the new bridge or from barges placed below it. The County anticipates the existing abutments would be removed to at least ground level and the existing embankments would be graded in order to be more consistent with the surrounding contour of the channel. Embankment fill would be removed from the site by the contractor and taken to a commercial borrow or disposal site. Bridge piers within the river would be removed to the channel bottom.

## **3.4 Regulatory Requirements**

Permits and approvals that may be necessary for construction and operation of the Proposed Project are identified below.

#### **Shasta County:**

- Adoption of a Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA).
- Adoption of a Mitigation Monitoring Plan for the Project that incorporates the mitigation measures identified in this Initial Study.

#### **State Water Resources Control Board, Central Valley Regional Water Quality Control Board (CVRWQCB):**

- Obtain coverage under the NPDES permit for *Discharges of Storm Water Runoff Associated with Construction Activity* (currently Order No. 2009-009-DWQ) by submitting a Notice of Intent to the SWRCB. The permitting process requires the development and implementation of an effective Storm Water Pollution Prevention

Plan (SWPPP) that includes Best Management Practices (BMPs) to reduce pollutants and any additional controls necessary to meet water quality standards.

- Verify coverage under the NPDES *Statewide Storm Water Permit and Waste Discharge Requirements for the State of California, Department of Transportation (Caltrans Permit No. CAS000003)*; or obtain coverage under CVRWQCB General Order R5-2016-0076 (NPDES NO. CAG995002) *Waste Discharge Requirements - Limited Threat Discharges to Surface Water*. These General Orders include specific requirements for monitoring, reporting, and implementing BMPs for construction dewatering activities.
- Obtain a State Water Quality Certification (or waiver) per Clean Water Act Section 401.

**U.S. Army Corps of Engineers:**

- Obtain a Section 404 Permit under the Federal Clean Water Act.

**California Department Fish and Wildlife:**

- Obtain a Section 1600 Lake or Streambed Alteration Agreement.

**U.S. Fish and Wildlife Service:**

- Consultation pursuant to Section 7 of the Federal Endangered Species Act (FESA) if the proposed Project has the potential to impact federally-listed special status species.

**State Historic Preservation Office:**

- Due to federal funding, consultation pursuant to Section 106 of the National Historic Preservation Act (NHPA) regarding potential impacts to cultural resources (joint consultation with Indian tribes).

## SECTION 4.0 ENVIRONMENTAL ANALYSIS (CHECKLIST)

### 4.1 AESTHETICS

Would the project:

Issues and Supporting Evidence	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### REGULATORY CONTEXT

**Shasta County General Plan:** Chapter 6.8 (Scenic Highways).

**Policy SH-a** To protect the value of the natural and scenic character of the official scenic highway corridors and the County gateways dominated by the natural environment, the following provisions, along with the County development standards, shall govern new development:

- Setback requirements
- Regulations of building form, material, and color
- Landscaping with native vegetation, where possible
- Minimizing grading and cut and fill activities
- Requiring use of adequate erosion and sediment control programs
- Siting of new structures to minimize visual impacts from highway
- Regulation of the type, size, and location of advertising signs
- Utility lines shall be underground wherever possible; where undergrounding is not practical, lines should be sited in a manner which minimizes their visual intrusion.

### **California Scenic Highway Program**

The California Scenic Highway Program, administered by the California Department of Transportation (Caltrans), intends to preserve and protect scenic highway corridors from change that would diminish the aesthetic value of lands adjacent to scenic highways. The State Scenic Highway System includes a list of highways that are either eligible for designation as scenic highways or have been so designated. Cities and counties can nominate eligible scenic highways for official designation by identifying and defining the scenic corridor of the highway. The municipality must also adopt ordinances to preserve the scenic quality of the corridor or document such regulations that already exist in various portions of local codes.

## **DISCUSSION OF IMPACTS**

### **Questions A and C**

Scenic vistas are defined as expansive views of highly valued landscapes from publicly accessible viewpoints. Scenic vistas include views of natural features such as mountains, hills, valleys, water courses, outcrops, and natural vegetation, as well as man-made scenic structures. Scenic resources in the Project area include the Pit River and surrounding trees, vegetation and open space. As shown in **Photo 4.1-1**, the west bank of the river is steep and supports an oak woodland, while the east bank has a gradual slope supporting grasses and shrubs. The Bridge Site is visible to individuals living and working in the area, travelers on the roadway, and recreational users on the Pit River.

Properties on the east side of the river are undeveloped south of the bridge and in agricultural use north of the bridge. A single-family dwelling and miscellaneous accessory structures are located north of the bridge at the eastern approach. Properties on the west side of the river include storage buildings north of the bridge and a caretaker's residence and storage buildings south of the bridge.



**Photo 4.1-1:** Southeast of the bridge, looking northwest



### Eastern Approach

The eastern roadway approach (**Photo 4.1-2**) would be constructed mostly of fill material to a height of 15 to 20 feet above the original ground surface below the bridge. An approximately 165-foot-long retaining wall would be placed along the south side of the proposed road alignment, east of Abutment 4. The eastern approach would require approximately 220 feet of realignment and up to 130 feet of additional approach work. An asphalt overlay would continue from the end of the eastern bridge approach roadway work for 370 feet toward the intersection of Dee Knoch Road. Roadway excavation where the new approach meets the existing roadway would consist of the depth of the structural section of the roadway approach, which would be approximately ten inches, plus the roadside ditch, estimated at less than three feet in depth.



**Photo 4.1-2:** Eastern approach, facing northwest

### Western Approach

The western approach (**Photo 4.1-3**) would require approximately 390 feet of realignment and up to 60 feet of additional approach roadwork. The bank on the right side of **Photo 4.1-3** will need to be removed to accommodate the new roadway alignment. This will necessitate the removal of approximately ten oak trees larger than 12-inch diameter at breast height (DBH). The total canopy to be impacted would be approximately 0.1 acres. Permanent 1½:1 cut slopes, with heights that vary from less than one foot to as much as 18 feet, are required at the western approach.



**Photo 4.1-3:** Western approach, facing southeast

The existing bridge shown in **Photos 4.1-4 and 4.1-5** would be demolished and a new bridge would be constructed immediately south of the existing bridge. Water and irrigation lines would be relocated onto the new bridge.



**Photo 4.1-4 :** *Bridge from east bank, looking west*



**Photo 4.1-5:** *Downstream of the bridge, looking north*



The County is considering alternatives for the bridge railing and will obtain community input before selecting a preferred alternative. **Figures 4.1-1a through 4.4.1d** are photosimulations showing four railing options for the new bridge (downstream of the bridge, looking northwest). As shown in the photosimulations, the retaining wall would be constructed as a component of the bridge and would not be visually obtrusive.

Recreational users on the Pit River would view the bottom of the deck span, the abutments and piers, and the retaining wall. As depicted in the photosimulations, the new piers would provide a more open view of the surroundings as compared to the existing solid piers. Further, the number of piers would be reduced from five to two. Because the retaining wall would be constructed in the fill slope east of Abutment 4, the wall would not obstruct the view of recreational users up and down the Pit River. In addition, embankments would be graded to blend with the surrounding contour of the channel, and slopes cleared of vegetation would be replanted as appropriate.

The proposed Project would have short-term visual impacts during construction due to grading activity required for the new bridge alignment and approaches to the bridge. However, construction practices will minimize temporary visual impacts. Such practices will include locating soil stockpiles away from viewers, in the fenced staging area, as feasible.

Therefore, because design features will be incorporated to minimize visual impacts of the new bridge, and impacts during construction would be temporary and cease at completion of the project, impacts would be less than significant.

#### **Question B**

The nearest officially designated State Scenic Highway is Route 151 (Shasta Dam Boulevard), located approximately 55 miles southwest of the Project area. Therefore, there would be no impact to scenic resources within a designated State Scenic Highway.

#### **Question D**

The proposed Project does not include the installation of any new permanent exterior lighting. Temporary lighting needed during construction activities would be required to comply with Shasta County Zoning Code Section 17.84.050 (Lighting), which states: *"All lighting, exterior and interior, shall be designed and located so as to confine direct lighting to the premises. A light source shall not shine upon or illuminate directly on any surface other than the area required to be lighted. No lighting shall be of the type or in a location such that it constitutes a hazard to vehicular traffic, either on private property or on abutting streets."* Compliance with this regulation will ensure that impacts are less than significant.

#### **CUMULATIVE IMPACTS**

Potential cumulative projects in the area include growth according to the build-out projections in the County's General Plan. The proposed Project replaces an existing bridge with similar features and would not significantly change the visual character of the area. Project-related lighting would include the possibility of construction lighting, but this would be temporary in nature and cease at the completion of construction. Therefore, the proposed Project's aesthetic impacts would not be cumulatively considerable.

#### **MITIGATION**

None necessary



Figure 4.1-1(a)  
Photosimulation of Proposed Bridge

***Optional 42" Steel Tube Railing***  
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Figure 4.1-1(b)  
Photosimulation of Proposed Bridge

**Optional Concrete Parapet Railing**  
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Figure 4.1-1(c)  
Photosimulation of Proposed Bridge





Figure 4.1-1(d)  
Photosimulation of Proposed Bridge

**DOCUMENTATION**

**Caltrans.** 2015. California State Scenic Highway Mapping System. Shasta County.  
[http://www.dot.ca.gov/hq/LandArch/16\\_livability/scenic\\_highways/index.htm](http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/index.htm). Accessed October 2016.

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[http://www.co.shasta.ca.us/docs/Resource\\_Management/docs/68scenic.pdf?sfvrsn=0](http://www.co.shasta.ca.us/docs/Resource_Management/docs/68scenic.pdf?sfvrsn=0). Accessed October 2016.

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**4.2 AGRICULTURE AND FOREST RESOURCES**

Would the project:

<b>Issues and Supporting Evidence</b>	<b>Potentially Significant Impact</b>	<b>Potentially Significant Unless Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)) or result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**REGULATORY CONTEXT**

**Shasta County General Plan:** Chapter 6.1 (Agricultural Lands)

**Objective AG-5** Protection of agricultural lands from development pressures and or uses which will adversely impact or hinder existing or future agricultural operations.

**Policy AG-h** The site planning, design, and construction of on-site and off-site improvements for nonagricultural development in agricultural areas shall avoid unmitigable short- and long-term adverse impacts on facilities, such as irrigation ditches, used to supply water to agricultural operations.



### **California Farmland Mapping and Monitoring Program (FMMP)**

The FMMP, which monitors the conversion of the State's farmland to and from agricultural use, was established by the California Department of Conservation (DOC), under the Division of Land Resource Protection. The FMMP is an informational service only and does not constitute state regulation of local land use decisions. The four categories of farmland, which include Prime Farmland, Farmland of Statewide Importance, Unique Farmland, and Farmland of Local Importance, are considered valuable and any conversion of Prime Farmland, Farmland of Statewide Importance, or Unique Farmland is typically considered to be an adverse impact.

Prime Farmland is land that has been used for irrigated agricultural production and meets the physical and chemical criteria for Prime Farmland as determined by the U.S. Department of Agriculture, Natural Resources Conservation Service. Unique Farmland is farmland of lesser quality soils used for the production of the state's leading agricultural crops. Farmland of Statewide Importance is similar to Prime Farmland but generally includes steeper slopes or less ability to store soil moisture. Farmland of Local Importance is land important to the local economy as determined by the County Board of Supervisors and a local advisory committee.

### **Williamson Act**

The Williamson Act is a State program that was implemented to preserve agricultural land. Under the provisions of the Williamson Act (California Land Conservation Act 1965, §51200), landowners contract with the county to maintain agricultural or open space use of their lands in return for reduced property tax assessments. The contract is self-renewing; however, the landowner may notify the county at any time of intent to withdraw the land from its preserve status. Withdrawal from a Williamson Act contract involves a ten-year period of tax adjustment to full market value before protected agricultural/open space land can be converted to urban uses.

### **Forest Land and Timberland**

Public Resources Code §12220(g) defines Forest Land as *"land that can support 10% native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits."* Public Resources Code §4526 defines timberland as *"land, other than land owned by the federal government, which is available for, and capable of, growing a crop of trees of any commercial species used to produce lumber and other forest products, including Christmas trees."* Government Code §51104(g) defines Timberland Production Zone (TPZ) as *"an area which has been zoned pursuant to [Government Code] §51112 or §51113 and is devoted to and used for growing and harvesting timber, or for growing and harvesting timber and compatible uses, as defined in subdivision (h)."*

### **DISCUSSION OF IMPACTS**

#### **Questions A, B, and D**

According to the *Important Farmland in California* map, the easterly portions of Shasta County were not surveyed for inclusion in the FMMP. Section 21060.1(b) of the California Environmental Quality Act states *"In those areas of the state where lands have not been surveyed... 'agricultural land' means land that meets the requirements of 'prime agricultural land' as defined in paragraph (1), (2), (3), or (4) of subdivision (c) of Section 51201 of the Government Code."* "Prime agricultural land" means any of the following:

- (1) All land that qualifies for rating as class I or class II in the Natural Resource Conservation Service land use capability classifications.
- (2) Land which qualifies for rating 80 through 100 in the Storie Index Rating.

- (3) Land which supports livestock used for the production of food and fiber and which has an annual carrying capacity equivalent to at least one animal unit per acre (AUM) as defined by the United States Department of Agriculture.
- (4) Land planted with fruit- or nut-bearing trees, vines, bushes, or crops which have a nonbearing period of less than five years and which will normally return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than two hundred dollars (\$200) per acre.

### The Land Capability Classification (LCC) Rating.

The LCC indicates the suitability of soils for most kinds of crops. Groupings are made according to the limitations of the soils when used to grow crops, and the risk of damage to soils when they are used in agriculture. Soils are rated from Class I to Class VIII, with soils having the fewest limitations receiving the highest rating (Class I). The LCC also includes capability subclasses, which are soil groups that identify soil limitations that interfere with plant growth or cultivation. The subclasses are designated by the letters e (erosion), w (water), s (rooting zone issues), or c (very cold or very dry climate).

### The Storie Index Rating.

The Storie Index provides a numeric rating (based upon a 100-point scale) of the relative degree of suitability or value of a given soil for intensive agriculture. The rating is based upon the character of the soil profile, surface texture, steepness of the slope, drainage, alkalinity, fertility, wind and water erosion, acidity, and microrelief.

Soil types present at the Bridge Site are shown on **Figure 4.2-1** and summarized in **Table 4.2-1**.

**TABLE 4.2-1**  
**Project Site Soils**

Map Unit Symbol	Soil Name	NRCS Designation	LCC Class and Subclass	Storie Index	AUM (Irrigated)
<b>Bridge Site</b>					
184	Henhill silt loam, partially drained 0-2 percent slopes	Prime Farmland if irrigated and drained	IIw	Grade 2 Good (61 – 80)	7
279	Pit silty clay, drained 0-2 percent slopes	Not Prime Farmland	IVw	Grade 5 Very Poor (11 – 20)	8
282	Pittville sandy loam 0-5 percent slopes	Prime farmland if irrigated	IIIe	Grade 3 Fair (41 – 60)	0
332	Winnibullli-Burman complex 0-5 percent slopes	Prime Farmland if irrigated and drained	IIIw	Grade 2 Good (61 – 80)	0
<b>Borrow Site</b>					
194	Jellico-Lava flows, complex 5-15 percent slopes	Not prime farmland	VIIs	Not Applicable	Not Applicable

Source: *Natural Resources Conservation Service, 2017*

As indicated, the Henhill soil has an LCC classification that categorizes it as prime farmland. AUMs for the Henhill and Pit soils also categorize them as prime farmland. None of the soils have a Storie Index rating over 80.

The soils that are categorized as prime farmland are on property zoned Exclusive Agriculture (EA), and Exclusive Agriculture-Agricultural Preserve (EA-AP), and it is anticipated that 0.184 acres (8,015 square feet) in the EA zone, and 0.017 acres (740 square feet) in the EA-AP zone will be disturbed as a result of the proposed Project.

However, these small areas are not used for grazing and do not currently support agricultural crops. In addition, because these areas are adjacent to the existing bridge and road, they would not support agricultural uses in the future, either with or without implementation of the proposed Project. In addition, there are no Williamson contracts that apply to surrounding agricultural land, and the proposed Project does not include any components that would conflict with surrounding agricultural uses. Therefore, impacts are less than significant.

### Question C

According to the Shasta County General Plan and County Zoning Map, there are no Timberland Production Zones or timberlands in the Project sites. The closest Timberland (TL) zone is east and southeast of the intersection of Cassel-Fall River Road and Dee Knoch Road. The purpose of the TL zone is to preserve lands suitable for forest management that are not in a Timber Production Zone district. The Project does not propose any work on the property zoned TL; therefore, there would be no impact to timberland.

As stated under Regulatory Context above, "forest land" is defined in Public Resources Code §12220(g) as land that can support 10% native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.

As discussed in Section 4.4 under Question B, an oak woodland is located on a steep slope along the west bank of the Pit River, south of the bridge. The canopy is dense and the woodland meets the definition of forest land.

Approximately ten oak trees larger than 12-inch diameter at breast height (DBH) would be directly impacted by the proposed Project. The total canopy to be impacted would be approximately 0.1 acre. In addition, earthwork in the area of oak trees has the potential for indirect impacts to trees. Tree removal would result in the loss of shaded riverine aquatic habitat, potential nesting habitat for migratory birds, potential roosting habitat for bats, and potential shelter and foraging habitat for various animals such as squirrels, skunks, rodents, snakes, and lizards. As described in Section 4.4, the level of impact is considered low due to the small number of oaks to be removed; therefore, direct impacts to oaks would be less than significant. In terms of potential indirect impacts, implementation of **Mitigation Measures MM 4.4.8** and **MM 4.4.9** would protect oak trees during construction. Therefore, the Project's impact on forest land, as defined by Public Resources Code §12220(g), is less than significant.

### **CUMULATIVE IMPACTS**

The County's General Plan acknowledges that agricultural land uses are a major component of the County's resource land base and are also a major element in defining the quality of life available to the residents of Shasta County. Were agriculture to lose its land-based prominence in the County, the rural character and country living valued by its residents and important to its economy would likely decline.

As stated above, the proposed Project would impact 0.201 acres (8,755 square feet) of land zoned for agricultural uses. However, these lands are not currently in agricultural use and are not conducive to agricultural uses due to their proximity to the bridge. Although there would be temporary impacts during construction, the proposed Project would not interfere with current agricultural uses in the area in the

long-term and would not detract from the rural character of the area. Therefore, the proposed Project's cumulative impacts to agricultural resources would be less than significant. In addition, implementation of **Mitigation Measures MM 4.4.8 and MM 4.4.9** would avoid, reduce, or mitigate potential impacts to oak trees. With these measures, the proposed Project's cumulative impacts to forest land would be less than significant.

## **MITIGATION**

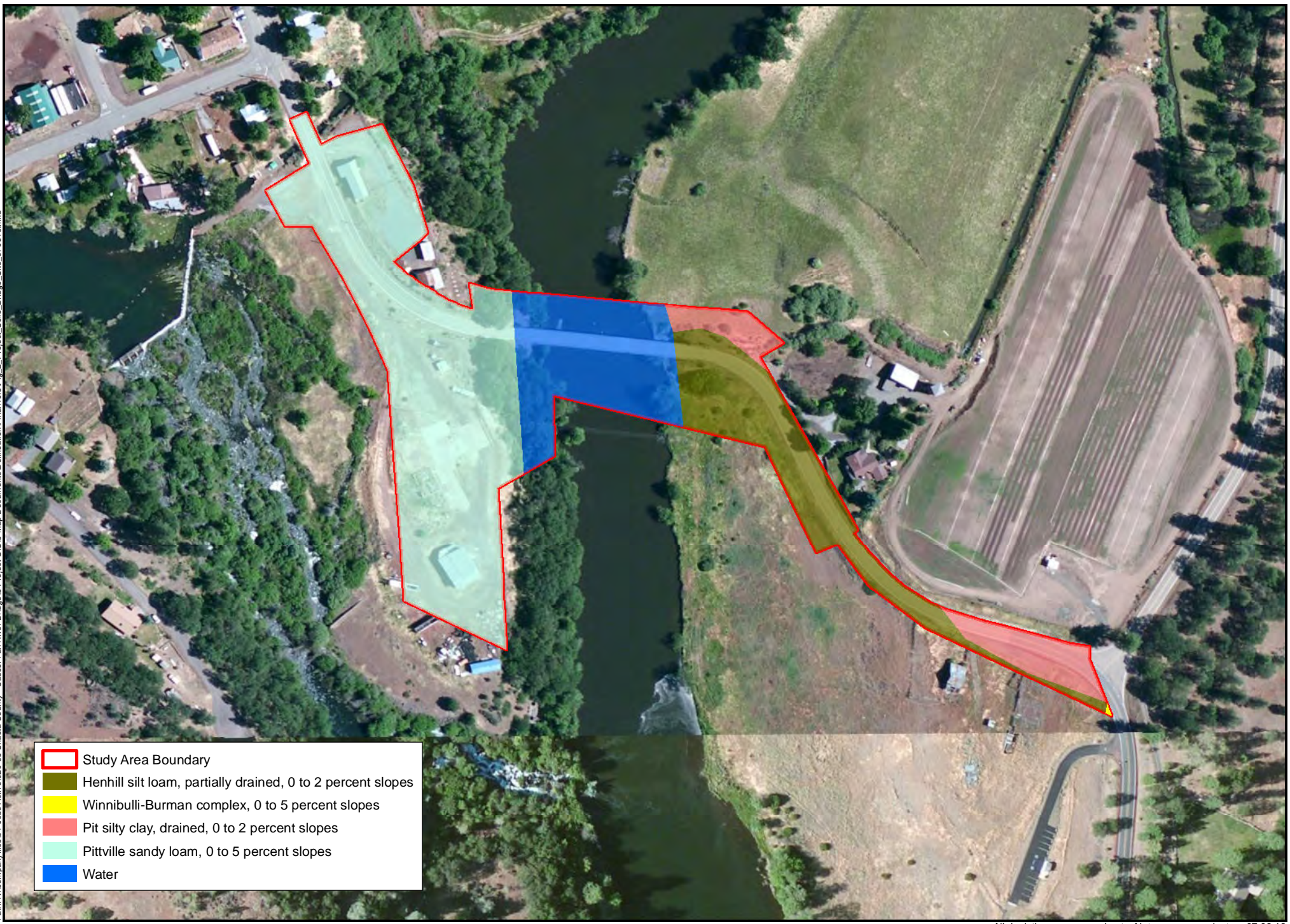
Implementation of **Mitigation Measures MM 4.4.8 and MM 4.4.9.**

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Path: N:\company\files\01-Jobs Active\2020-53 Shasta County - Cassel-Fall River Bridge\3-Map Documents\Delination\Final\10.3\Fig. 2 - Project Soils - Bridge - Site\_070616.mxd



- Study Area Boundary
- Henhill silt loam, partially drained, 0 to 2 percent slopes
- Winnibull-Burman complex, 0 to 5 percent slopes
- Pit silty clay, drained, 0 to 2 percent slopes
- Pittville sandy loam, 0 to 5 percent slopes
- Water



Figure 4.2-1  
Project Soils - Bridge Site

All depictions are approximate. Not a survey product. 07.06.16



Path: N:\company\files\01-Jobs Active\2020-53 Shasta County - Cassel-Fall River Bridge\3-Map Documents\Delination\Final\10.3\Fig. 3 - Project Soils - Borrow Site\_070616.mxd



All depictions are approximate. Not a survey product. 07.06.16



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**Figure 4.2-2**  
**Project Soils - Borrow Site**

### 4.3 AIR QUALITY

Would the project:

Issues and Supporting Evidence	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### ENVIRONMENTAL SETTING

Shasta County resides in the northern end of the Sacramento Valley surrounded by the Klamath and Coastal Mountains to the northwest and the Cascade Mountains to the north and east. Sea breezes flow over the San Francisco Bay Area and into the Sacramento Valley, transporting pollutants from the large urban areas. Pollutant concentrations may intensify when a temperature inversion layer traps air at lower levels below an overlying layer of warmer air. Due to relatively stable atmospheric conditions, pollutants will not disperse until atmospheric conditions become unstable. In Shasta County, the potential for significant air pollution is considered high.

#### REGULATORY CONTEXT

**Shasta County General Plan:** Chapter 6.5 (Air Quality).

As shown in **Table 4.3-1**, Shasta County has adopted air quality thresholds for determination of impact significance for projects subject to CEQA review in its Rule 2:1 New Source Review Part 300 for emissions of Reactive Organic Gases (ROG), Oxides of Nitrogen (NOx) and Particulate Matter, 10 microns in size (PM<sub>10</sub>).

**TABLE 4.3-1**  
**Thresholds of Significance for Criteria Pollutants of Concern**

Level	ROG	NOx	PM <sub>10</sub>
Level A: Indirect Source	25 lbs/day	25 lbs/day	80 lbs/day
Level B: Indirect Source	137 lbs/day	137 lbs/day	137 lbs/day
Direct Sources	25 tons/year	25 tons/year	25 tons/year

*Source: 2004 Shasta County General Plan, Chapter 6.5 (Air Quality).*

## **AMBIENT AIR QUALITY STANDARDS:**

### **National:**

The U.S. Environmental Protection Agency (USEPA), under the Clean Air Act (CAA) establishes maximum ambient concentrations for criteria air pollutants (CAP), known as the National Ambient Air Quality Standards (NAAQSs). The six CAPs are:

**Ozone (O<sub>3</sub>).** Ozone is a highly reactive and unstable gas that is formed primarily from photochemical reactions between two major classes of air pollutants: reactive organic gases (ROG) and oxides of nitrogen (NO<sub>x</sub>). ROGs are emitted from a variety of sources, including motor vehicles, chemical manufacturing facilities, refineries, factories, consumer and commercial products, and natural (biogenic) sources (mainly trees). Nitrogen dioxide emissions are primarily emitted from motor vehicles, power plants, and off-road equipment.

**Nitrogen dioxide (NO<sub>2</sub>).** Nitrogen oxides (NO<sub>x</sub>) include nitric oxide (NO), nitrogen dioxide (NO<sub>2</sub>), and nitrous oxide (N<sub>2</sub>O) and are formed when nitrogen (N<sub>2</sub>) combines with oxygen (O<sub>2</sub>). Nitrogen oxides are typically created during combustion processes and are major contributors to smog formation and acid deposition. Of the seven types of nitrogen oxide compounds, NO<sub>2</sub> is the most abundant in the atmosphere and is related to traffic density. Major sources: Motor vehicles, petroleum-refining operations, industrial sources, aircraft, ships, and railroads.

**Sulfur dioxide (SO<sub>2</sub>).** Sulfur dioxide results mainly from burning high-sulfur-content fuel oils and coal and from chemical processes occurring at chemical plants and refineries. When SO<sub>2</sub> oxidizes in the atmosphere, it forms sulfates (SO<sub>4</sub>). Collectively, these pollutants are referred to as sulfur oxides (SO<sub>x</sub>). Major sources: Fuel combustion, chemical plants, sulfur recovery plants, and metal processing.

**Carbon monoxide (CO).** Carbon monoxide is produced by the incomplete combustion of carbon-containing fuels, such as gasoline or wood. Because CO is emitted directly from internal combustion engines, motor vehicles operating at slow speeds are the primary source of carbon monoxide in the Northern Sacramento Valley Air Basin (NSVAB). Major sources: Motor vehicles and internal combustion engines.

**Lead (Pb).** Lead is a heavy metal that is highly persistent in the environment. In the past, the primary source of lead in the air was emissions from vehicles burning leaded gasoline. Currently, emissions of lead are largely limited to stationary sources such as lead smelters. Major sources: Lead smelters, battery manufacturing, recycling facilities, and combustion of leaded aviation gasoline by piston-driven aircraft.

**Particulate Matter, 10 and 2.5 microns in size (PM<sub>10</sub> and PM<sub>2.5</sub>).** PM<sub>10</sub> is a major air pollutant consisting of tiny solid or liquid particles of soot, dust, smoke, fumes, and aerosols and is generated during grading and earth-disturbance activities. PM<sub>2.5</sub> is formed in the atmosphere from primary gaseous emissions that include sulfates formed from SO<sub>2</sub> release from power plants and industrial facilities and nitrates that are formed from NO<sub>x</sub> release from power plants, automobiles, and other types of combustion sources. Major sources: Dust and fume-producing construction, industrial, and agricultural operations, combustion, atmospheric photochemical reactions, and natural activities (e.g., wind-raised dust and ocean sprays).

### **State**

The California CAA establishes maximum concentrations for the six national CAPs, as well as the four additional air pollutants identified below. The four additional standards are intended to address regional air quality conditions, not project-specific emissions. These maximum concentrations are known as the California Ambient Air Quality Standards (CAAQSs). The California Air Resources Board (CARB) is part of the California EPA (CalEPA) and has jurisdiction over local air districts and has established its own standards and violation criteria for each CAP under the CAAQS.



**Visibility-Reducing Particles.** Visibility-reducing particles consist of suspended particulate matter, which is a complex mixture of tiny particles that consists of dry solid fragments, solid cores with liquid coatings, and small droplets of liquid. These particles vary greatly in shape, size and chemical composition, and can be made up of many different materials such as metals, soot, soil, dust, and salt. Major sources: Natural wildfires and biogenic emissions, dust and fume-producing construction, industrial, and agricultural operations, combustion, atmospheric photochemical reactions, and natural activities (e.g., wind-raised dust and ocean sprays).

**Sulfates (SO<sub>4</sub>).** SO<sub>4</sub> is oxidized to sulfur dioxide (SO<sub>2</sub>) during the combustion process and is then converted to sulfate compounds in the atmosphere. Major sources: Industrial processes and the combustion of petroleum-derived fuels (e.g., gasoline and diesel fuel) that contain sulfur.

**Hydrogen Sulfide (H<sub>2</sub>S).** Hydrogen sulfide is a colorless gas with the odor of rotten eggs. Major sources: Decomposition of sulfur-containing organic substances. It can be present in sewer gas and some natural gas, and can be emitted as the result of geothermal energy exploitation.

**Vinyl Chloride (chloroethene).** Vinyl chloride, a chlorinated hydrocarbon, is a colorless gas with a mild, sweet odor. Most vinyl chloride is used to make polyvinyl chloride (PVC) plastic and vinyl products. Vinyl chloride has been detected near landfills, sewage plants, and hazardous waste sites, due to microbial breakdown of chlorinated solvents.

Table 4.3-2 includes the National and State ambient air quality standards:

**TABLE 4.3-2  
National and California Ambient Air Quality Standards**

Pollutant	Averaging Time	California Standards	National Standards
Ozone (O <sub>3</sub> )	8 Hour	0.070 ppm (137 µg/m <sup>3</sup> )	0.070 ppm (137 µg/m <sup>3</sup> )
	1 Hour	0.09 ppm (180 µg/m <sup>3</sup> )	–
Carbon Monoxide (CO)	8 Hour	9.0 ppm (10 mg/m <sup>3</sup> )	9 ppm (10 mg/m <sup>3</sup> )
	1 Hour	20 ppm (23 mg/m <sup>3</sup> )	35 ppm (40 mg/m <sup>3</sup> )
Nitrogen Dioxide(NO <sub>2</sub> )	1 Hour	0.18 ppm (339 µg/m <sup>3</sup> )	100 ppb (188 µg/m <sup>3</sup> )
	Annual Arithmetic Mean	0.030 ppm (57 µg/m <sup>3</sup> )	53 ppb (100 µg/m <sup>3</sup> )
Sulfur Dioxide (SO <sub>2</sub> )	24 Hour	0.04 ppm (105 µg/m <sup>3</sup> )	N/A
	3 Hour	–	N/A
	1 Hour	0.25 ppm (665 µg/m <sup>3</sup> )	75 ppb
Particulate Matter (PM <sub>10</sub> )	Annual Arithmetic Mean	20 µg/m <sup>3</sup>	N/A
	24 Hour	50 µg/m <sup>3</sup>	150 µg/m <sup>3</sup>
Particulate Matter – Fine (PM <sub>2.5</sub> )	Annual Arithmetic Mean	12 µg/m <sup>3</sup>	15 µg/m <sup>3</sup>
	24 Hour	N/A	35 µg/m <sup>3</sup>
Sulfates	24 Hour	25 µg/m <sup>3</sup>	N/A
Lead	Calendar Quarter	N/A	1.5 µg/m <sup>3</sup>
	30 Day Average	1.5 µg/m <sup>3</sup>	N/A
	Rolling 3-Month Average	–	(0.15 µg/m <sup>3</sup> )
Hydrogen Sulfide	1 Hour	0.03 ppm (42 µg/m <sup>3</sup> )	N/A
Vinyl Chloride (chloroethene)	24 Hour	0.01 ppm (26 µg/m <sup>3</sup> )	N/A
Visibility-Reducing Particles	8 Hour (10:00 to 18:00 PST)	–	N/A

Source: CARB 2016. Notes: mg/m<sup>3</sup>=milligrams per cubic meter; ppm=parts per million; ppb=parts per billion; µg/m<sup>3</sup>=micrograms per cubic meter

## **NAAQS and CAAQS Attainment Designations**

Shasta County has been designated a non-attainment area for State ozone standards and State PM<sub>10</sub> standards. However, the County is designated as an attainment or unclassified area for all other federal and State ambient air quality standards.

## **California State Implementation Plan**

California's SIP is comprised of the State's overall air quality attainment plans to meet the NAAQS, as well as the individual air quality attainment plans of each Air Quality Management District (AQMD) and Air Pollution Control District (APCD). The California SIP is a compilation of new and previously submitted plans, programs (such as monitoring, modeling, permitting, etc.), AQMD and APCD rules, State regulations, and federal controls for each air basin and California's overall air quality. The California CAA identifies CARB as the lead agency for compiling items for incorporation into the California SIP and for submitting the items to the USEPA for approval.

## **California Regional Haze Plan**

The United States Environmental Protection Agency (U.S. EPA) adopted the Regional Haze Rule in 1999, which lays out specific requirements to protect visibility in Class I areas, which are the largest national parks and wilderness areas across the United States. In 2009, CARB prepared the California Regional Haze Plan that sets forth the State's goals for improving visibility in Class I areas.

## **Toxic Air Contaminants**

In addition to the California CAPs, Toxic Air Contaminants (TACs) are another group of pollutants regulated under the California CAA. TACs are less pervasive in the urban atmosphere than the CAPs, but are linked to short-term (acute) and long-term (chronic or carcinogenic) adverse human health effects. There are 244 chemicals listed by the State as TACs with varying degrees of toxicity. Sources of TACs include industrial processes, commercial operations (e.g., gasoline stations and dry cleaners), grading (asbestos), and diesel motor vehicle exhaust. Public exposure to TACs can result from emissions from normal operations, as well as accidental releases. Health effects of TACs include cancer, birth defects, neurological damage, and death. Ambient air quality standards have not been set for TACs. Instead, these pollutants are typically regulated through a technology-based approach for reducing TACs. This approach requires facilities to install Maximum Achievable Control Technology (MACT) on emission sources.

## **Shasta County Air Quality Management District (SCAQMD)**

The SCAQMD is designated by law to adopt and enforce regulations to achieve and maintain ambient air quality standards. The SCAQMD, along with other air districts in the Northern Sacramento Valley Air Basin (NSVAB), has committed to jointly prepare the NSVAB Air Quality Attainment Plan (AQAP) for the purpose of achieving and maintaining healthful air quality throughout the air basin. On November 1, 2016, the Shasta County AQMD Board adopted the Northern Sacramento Valley Planning Area (NSVPA) 2015 Triennial Air Quality Attainment Plan, which constitutes the region's SIP. The NSVPA 2015 AQAP includes updated control measures for the three-year period of 2016 through 2019. It is the County's goal to implement the 2015 Attainment Plan and attain the State ambient air standard for ozone at the earliest practicable date.

The SCAQMD adopts and enforces controls on stationary sources of air pollutants through its permit and inspection programs, and it regulates agricultural burning. Other responsibilities include monitoring air quality, preparing clean air plans, and responding to citizen complaints concerning air quality. All projects in Shasta County are subject to applicable SCAQMD rules and regulations in effect at the time of construction. Descriptions of specific rules applicable to future construction resulting from implementation of the proposed Project may include, but are not limited to:

- SCAQMD Rule 3-2 Specific Air Contaminants. No person shall discharge contaminants from any single source into the atmosphere in the amounts designated in the Rule.
- Cutback and emulsified asphalt application shall be conducted in accordance with SCAQMD Rule 3-15, Cutback and Emulsified Asphalt.
- SCAQMD Rule 3-16, Fugitive, Indirect, or Non-Traditional Sources, controls the emission of fugitive dust during earth-moving, construction, demolition, bulk storage, and conditions resulting in wind erosion.
- Architectural coatings and solvents shall be compliant with SCAQMD Rule 3-31, Architectural Coatings.

### **Methodology**

Project emissions were estimated using Version 2016.3.2 of the California Emissions Estimator Model (CalEEMod). CalEEMod reports construction emissions as totals for the entire construction period, while the air quality standard is based on daily emission levels. CalEEMod provides default values when site-specific inputs are not available. For the proposed Project, site-specific inputs and assumptions include, but are not limited to, the following. Output files, including all site-specific inputs and assumptions, are provided in **Appendix A**.

- Emissions from construction are based on all construction-related activities, including but not limited to grading, use of construction equipment, material hauling, trenching, and site preparation.
- Construction would start in April 2019 and occur over a period of eight months.
- Total land disturbance would be approximately 1.2 acres. 1,750 cubic yards (CY) of dirt would be imported; 4,500 CY would be exported.
- The total area to be paved would be 0.7 acres.

### **DISCUSSION OF IMPACTS**

#### **Questions A and B**

See discussion under Regulatory Context above and Section 4.7 (Greenhouse Gas Emissions).

As shown in **Table 4.3-1**, Shasta County has adopted air quality thresholds for determination of impact significance for projects subject to CEQA review in its Rule 2:1 New Source Review Part 300 for emissions of Reactive Organic Gases (ROG), Oxides of Nitrogen (NOx) and Particulate Matter, 10 microns in size (PM<sub>10</sub>).

#### **Construction**

The proposed Project would result in the temporary generation of ROG, NOx, PM<sub>10</sub>, and other regulated pollutants during construction. ROG and NOx emissions are associated with employee vehicle trips, delivery of materials, and construction equipment exhaust. PM<sub>10</sub> is generated during site preparation, excavation, road paving, and from exhaust associated with construction equipment.

To allow a direct comparison with SCAQMD's standards, emissions for each phase of construction (e.g., site preparation, excavation, construction, demolition, etc.) were averaged over the anticipated construction period for that specific phase of work. The values reflect SCAQMD rules and regulations, including implementation of Standard Mitigation Measures. In addition, the proposed Project is subject to the In-Use Off-Road Diesel Vehicle Regulation adopted by the California Air Resources Control Board (CARB). The off-road regulation:

- Imposes limits on idling
- Requires all vehicles be reported to CARB and subsequently labeled
- Restricts the adding of older vehicles into fleets starting on January 1, 2014
- Requires fleets to reduce their emissions by retiring, replacing, or repowering older engines, or installing Verified Diesel Emission Control Strategies (VDECS) (i.e., exhaust retrofits).

**Table 4.3-3** shows the highest daily levels regardless of construction phase.

**TABLE 4.3-3**  
**Projected Construction Emissions**

Pollutants of Concern						
	ROG	NO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>	CO	SO <sub>2</sub>
	lbs/day	lbs/day	lbs/day	lbs/day	lbs/day	lbs/day
<b>2019</b>	1.17	9.36	0.77	0.54	7.08	0.01
<b>Level A Threshold</b>	25	25	80	-	-	-
<b>Level B Threshold</b>	137	137	137	-	-	-

As shown in **Table 4.3-3**, construction of the proposed Project would not exceed the County's Level A or Level B thresholds. Therefore, impacts during construction would be less than significant.

### **Operational**

The proposed Project is needed because the existing bridge is structurally deficient and does not meet current federal or local design standards. The improvements are not growth-related. Therefore, the proposed Project would not directly or indirectly increase the population or vehicle miles traveled that could result in a permanent increase in ROG, NO<sub>x</sub>, or PM<sub>10</sub> emissions and does not include any other components that would increase long-term operational emissions. Therefore, operational emissions would be less than significant.

For both construction and operational emissions, the proposed Project would not result in significant impacts associated with ozone (O<sub>3</sub>), hydrogen sulfide (H<sub>2</sub>S), vinyl chloride or visibility reducing particles as discussed below.

**Ozone.** CalEEMod does not directly calculate ozone emissions. Instead, the emissions associated with ozone precursors (ROG and NO<sub>x</sub>) are calculated. Because project construction would generate relatively low amounts of both ROG and NO<sub>x</sub>, the potential for ozone production/emissions is less than significant.

**Lead.** Elevated levels of airborne lead at the local level are usually found near industrial operations that process materials containing lead, such as smelters and battery manufacturing/recycling facilities. As these conditions are not applicable to the proposed Project, the potential for lead emissions is less than significant.

**Hydrogen Sulfide.** Hydrogen sulfide is formed during the decomposition of organic material in anaerobic environments, including sewage treatment processes. However, the proposed Project would not result in an increase in the amount of wastewater treated at the WWTP or a change in the treatment process; therefore, the potential for an increase in hydrogen sulfide emissions is less than significant.

**Vinyl Chloride.** Vinyl chloride is used to manufacture polyvinyl chloride (PVC) plastic and other vinyl products. Approximately 98 percent of vinyl chloride produced in the United States is used during the manufacture of PVC. Additionally, vinyl chloride is produced during the microbial breakdown of chlorinated solvents (e.g., engine cleaner, degreasing agent, adhesive solvents, paint removers, etc.). The potential for vinyl chloride exposure is primarily limited to areas in close proximity to PVC production facilities. Because PVC manufacturing facilities are absent from the Project area, and project implementation would not result in an increase of chlorinated solvents, potential vinyl chloride emissions associated with the proposed Project would be less than significant.

**Visibility-Reducing Pollutants.** Visibility-reducing pollutants generally consist of sulfates, nitrates, organics, soot, fine soil dust, and coarse particulates. These pollutants contribute to the regional haze that impairs visibility, in addition to affecting public health. According to the California Regional Haze Management Plan, natural wildfires and biogenic emissions are the primary contributors to visibility-reducing pollutants. For the proposed Project, visibility-reducing pollutants (e.g., PM<sub>2.5</sub> and PM<sub>10</sub>), would be generated only during construction activities. Because only relatively low amounts of particulates would be generated, potential impacts with respect to visibility-reducing pollutants are less than significant.

Because the proposed Project would not exceed the County's Level A or Level B thresholds during construction, does not have any components that would increase long-term operational emissions, and would not result in significant impacts associated with O<sub>3</sub>, Pb, H<sub>2</sub>S, vinyl chloride, or visibility reducing particles, impacts would be less than significant, and the proposed Project would be in conformance with the applicable SIP.

#### Question C

See discussion under Questions A and B above and *Cumulative Impacts* below. Shasta County has been designated a non-attainment area for State ozone standards and State PM<sub>10</sub> standards. The proposed Project would result in the temporary generation of ROG, NO<sub>x</sub>, and PM<sub>10</sub> during construction. Combined with future development within the Project area, the proposed Project would have a cumulative impact on criteria pollutants for which the County is designated non-attainment. However, pursuant to the Air Quality Element of the County's General Plan, Standard Mitigation Measures (SMMs) apply to all discretionary projects in order to reduce cumulative impacts. Implementation of **Mitigation Measure MM 4.3.1** would reduce cumulative impacts to a less than significant level.

#### Question D

See discussion under Questions A and B above. Land uses considered sensitive receptors typically include residences, schools, playgrounds, childcare centers, hospitals, convalescent homes and retirement homes. The proposed Project includes construction activities adjacent to single-family residences to the northwest and east of the Bridge Site.

As discussed above, the proposed Project may generate PM<sub>10</sub> and other pollutants during construction activities. Although these emissions would cease with completion of construction work, sensitive uses adjacent to the construction area could be exposed to elevated dust levels and other pollutants.

In addition, a Hazardous Materials Analysis-Initial Site Assessment (ISA) was completed by ENPLAN in January 2012; a subsequent ISA was completed by ENPLAN in January 2018. The 2018 ISA states that due to the age of the bridge, asbestos-containing materials and/or lead-based paint may be on the bridge, or within structural members of the bridge. Asbestos-containing materials, such as bolt thread compound, mastic, and sheet packing, are often present on bridges of this age. Further, lead-based paint is also frequently present in line markings on roadways.

Demolition of the bridge and other work in the roadway could release airborne lead and asbestos particles, which may affect construction workers, visitors to the site, and persons occupying areas adjacent to the site. Pursuant to the U.S. EPA's National Emissions Standards for Hazardous Air Pollutants (NESHAP) and CARB rules, asbestos and lead testing is required prior to demolition of the bridge. In addition, materials containing asbestos and/or lead must be disposed of at a facility that is specifically licensed to accept asbestos and/or lead. The work must be completed by a contractor qualified to complete sampling, handling, and disposal.

Compliance with federal, state, and local regulations, and implementation of **Mitigation Measures MM 4.3.2 through MM 4.3.4** ensures that construction workers and those in the Project area are not adversely affected; therefore, impacts would be less than significant.

#### **Question E**

During construction, odors from diesel equipment, paints, solvents, fugitive dust, asphalt, and adhesives would be emitted. Odors from construction would be intermittent and temporary, and generally would not extend beyond the construction area. Due to the temporary and intermittent nature of construction odors, impacts would be less than significant.

#### **CUMULATIVE IMPACTS**

Past, present, and future development projects contribute to a region's air quality conditions on a cumulative basis; therefore, by its very nature, air pollution is largely a cumulative impact. If a project's individual emissions contribute toward exceedance of the NAAQS or the CAAQS, then the project's cumulative impact on air quality would be considered significant.

In developing attainment designations for criteria pollutants, the USEPA considers the region's past, present, and future emission levels. In addition, AQMDs determine suitable significance thresholds based on an area's designated nonattainment status, which also considers the region's past, present, and future emissions levels.

Implementation of the proposed Project combined with future development within the Project area could lead to cumulative impacts to air quality. However, pursuant to the Air Quality Element of the County's General Plan, SMMs (refer to **Mitigation Measure MM 4.3.1**) apply to all discretionary projects in order to reduce cumulative impacts. In addition, as discussed in detail above, emissions resulting from the proposed Project would not exceed the SCAQMD's thresholds, and construction would be in conformance with CARB and SCAQMD rules and regulations, and the applicable SIP developed to address cumulative emissions of criteria air pollutants in the NSVAB. In addition, **Mitigation Measures MM 4.3.2, MM 4.3.3, and MM 4.3.4** are included to require appropriate sampling, handling, and disposal of asbestos and lead-based paint. Therefore, the proposed Project would have a less-than-significant cumulative impact on local and regional air quality with implementation of **Mitigation Measures MM 4.3.1 through MM 4.3.4**.

#### **MITIGATION**

**MM 4.3.1** The County shall ensure through contractual obligations that the following measures are implemented throughout construction:

- a. All material excavated, stockpiled, or graded shall be sufficiently watered to prevent fugitive dust from leaving property boundaries and causing a public nuisance or a violation of ambient air quality standards.
- b. Unpaved areas with vehicle traffic shall be watered periodically or have dust palliatives applied for stabilization of dust emissions.
- c. All on-site vehicles shall be limited to a speed of 15 miles per hour on unpaved roads.

- d. All land clearing, grading, earth moving, and excavation activities on the project site shall be suspended if/when Shasta County's resident engineer determines that winds are causing excessive dust generation.
- a. The contractor shall be responsible for applying non-toxic stabilizers (according to manufacturer's specifications) to all inactive construction areas (previously graded areas which remain inactive for 96 hours), in accordance with the Shasta County Grading Ordinance.
- b. All trucks hauling dirt, sand, soil, or other loose materials shall be covered or shall maintain at least two feet of free board in accordance with the requirements of CVC §23114. This provision is enforced by local law enforcement agencies.
- c. During grading and earth disturbance in undeveloped areas, the contractor shall provide a paved (or dust palliative treated) apron, at least 100 feet in length, onto the project site from the adjacent paved road(s).
- d. Paved streets adjacent to construction areas shall be swept or washed at the end of the day to remove excessive accumulations of silt and/or mud which may have accumulated as a result of activities on the development site.

**MM 4.3.2** Prior to demolition of the existing bridge, a comprehensive asbestos survey of all suspect materials shall be completed. Sampling shall be conducted by a California Division of Occupational Safety and Health (DOSH)-certified Asbestos Consultant (CAC) or a Site Surveillance Technician (SST). Asbestos-containing material shall be removed by a DOSH-registered licensed asbestos abatement contractor and disposed of at a landfill approved to receive asbestos-containing waste material.

**MM 4.3.3** Prior to demolition of the existing bridge, or disturbance of traffic striping and pavement, a comprehensive survey shall be completed in locations where lead-based paint is suspected. If lead-based paint is identified, lead abatement shall be conducted by a qualified lead abatement contractor as defined by Title 17 CCR, Articles 5 and 7.

**MM 4.3.4** In the event previously undetected asbestos or lead-containing materials are discovered during construction or demolition, activities that may affect the materials shall cease until results of additional surveys are reviewed. Alternatively, the County can assume that the materials are hazardous. Any identified hazardous materials shall be disposed of in accordance with applicable hazardous waste regulations.

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## 4.4 BIOLOGICAL RESOURCES

Would the project:

Issues and Supporting Evidence	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community, including oak woodland, identified in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have a substantial adverse effect on federally protected wetlands, as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.), through direct removal, filling, hydrological interruption or other means?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## **REGULATORY CONTEXT**

**Shasta County General Plan:** Chapter 6.7 (Fish and Wildlife).

**Objective FW-1** Protection of significant fish, wildlife and vegetation resources.

**Policy FW-c** Projects that contain or may impact endangered and/or threatened plant or animal species, as officially designated by the California Fish and Game Commission and/or the U. S. Fish and Wildlife Service, shall be designed or conditioned to avoid any net adverse project impacts on those species.

### **Wetlands and Waters**

The U.S. Army Corps of Engineers (USACE) has primary federal responsibility for administering regulations that concern waters of the U.S. (including wetlands). Section 404 of the Clean Water Act (CWA), regulates the discharge of dredged or fill material into waters of the U.S. The USACE requires that a permit be obtained if a project proposes the placement of structures within, over, or under navigable waters and/or discharges dredged or fill material into waters below the ordinary high water mark (OHWM). The USACE has established a series of nationwide permits (NWP) that authorize certain activities in waters of the U.S.

Under CWA Section 401, an activity requiring a USACE Section 404 permit must obtain a State Water Quality Certification (or waiver) to ensure that the activity will not violate established State water quality standards. The Regional Water Quality Control Board (RWQCB) regulates waters of the State and has a policy of no-net-loss of wetlands. The RWQCB typically requires mitigation for all impacts to wetlands before it will issue a water quality certification.

### **Federal Endangered Species Act**

The U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) implement the federal Endangered Species Act (FESA) of 1973. Under FESA, threatened and endangered species on the federal list and their habitats are protected from “take” unless a Section 10 Permit is granted to an individual or a Section 7 consultation and a Biological Opinion with incidental take provisions are rendered from the lead federal agency. Under FESA, habitat loss is considered to be an impact to the species. Under Section 7 of the FESA, all federal agencies (including the USFWS and NMFS) are required to ensure that any action they authorize, fund, or carry out will not likely jeopardize the continued existence of a federally listed species or modify their critical habitat.

### **Federal Migratory Bird Treaty Act**

Most bird species, (especially those that are breeding, migrating, or of limited distribution) are protected under federal and/or State regulations. Under the Migratory Bird Treaty Act (MBTA) of 1918, migratory bird species, their nests, and their eggs are protected from injury or death, and any project-related disturbances during the nesting period.

### **Federal Magnuson-Stevens Fishery Conservation and Management Act**

The Magnuson-Stevens Fishery Conservation and Management Act, also known as the Sustainable Fisheries Act (Public Law 104-297), requires that all federal agencies consult with NMFS on projects authorized, funded, or undertaken by that agency that may adversely affect Essential Fish Habitat of commercially managed marine and anadromous fish species.

### **Federal Bald and Golden Eagle Protection Act**

This Act provides for the protection of the bald eagle and the golden eagle by prohibiting, except under certain specified conditions, the taking, possession, and commerce of such birds and their occupied and unoccupied nests.

### **California Fish and Game Code §1600-1616 (Streambed Alteration)**

California Fish and Game Code §1600-1616 regulate impacts to State waters and stream and lake beds. §1602 requires notification before beginning any activity that may obstruct or divert the natural flow of a perennial, intermittent, or ephemeral river, stream, or lake; change or use any material from the bed, channel, or bank of a river, stream, or lake; or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it can pass into a river, stream, or lake. The Applicant and the CDFW must enter into an agreement prior to an action which will result in such an impact.

### **California Fish and Game Code §3503 and 3503.5 (Nesting Bird Protections)**

These sections of the Code provide regulatory protection to resident and migratory birds and all birds of prey within the State and make it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by the Code.

### **California Endangered Species Act**

The California Endangered Species Act (CESA) prohibits the take of State-listed threatened and endangered species. Under CESA, state agencies are required to consult with the CDFW when preparing CEQA documents. The CDFW can authorize take if an incidental take permit is issued by the Secretary of the Interior in compliance with the FESA, or if the director of the CDFW issues a permit under §2080 in those cases where it is demonstrated that the impacts are minimized and mitigated.

### **California Native Plant Protection Act (NPPA)**

The NPPA (California Fish and Game Code §1900 – 1913) includes measures to preserve, protect, and enhance rare and endangered native plants. The list of native plants afforded protection pursuant to the Native Plant Protection Act includes those listed as rare and endangered under the CESA. The NPPA states that no person will take, possess, sell, or import into the state, any rare or endangered native plant, except in compliance with provisions of the act.

### **Oak Woodlands Conservation Act**

The State of California provides for oak protection through SB 1334, the Oak Woodlands Conservation Act (Act), last amended in 2005. The Act applies only when the lead agency is a county and the project is located in an unincorporated county area. The Act requires the county to determine whether the project may result in a conversion of oak woodlands that will have a significant effect on the environment and to implement one or more of the following oak woodland mitigation measures if necessary: 1) consider conservation easements as a vehicle for conservation; 2) enforce mitigation planting; 3) make an in-lieu contribution to the Oak Woodlands Conservation Fund. The Act also authorizes a county to impose mitigation measures other than those prescribed above, as long as substantial evidence supports the conclusion that the county's measures are equivalent or better.

The Act defines “oak woodlands” as “an oak stand with a greater than 10 percent canopy cover or that may have historically supported greater than 10 percent canopy cover.” Public Resources Code §21083.4 defines “oak” as “a native tree species in the genus *Quercus*, not designated as Group A or Group B commercial species pursuant to regulations adopted by the State Board of Forestry and Fire Protection pursuant to §4526, and that is 5 inches or more in diameter at breast height.”

## **DISCUSSION OF IMPACTS**

### **Question A**

The following evaluation of potential impacts on special-status species is based on records searches and field studies conducted by ENPLAN and Wildlife Research Associates biologists and detailed in the *Natural Environment Study (Minimal Impacts): Cassel-Fall River Road Bridge Replacement at Pit River* (ENPLAN 2018) and summarized below.

The records searches included review of California Natural Diversity Data Base (CNDDB) and USFWS records, critical habitat data presented in the USFWS species lists, and essential fish habitat (EFH) data maintained by NMFS. NMFS does not maintain a species list for the project quadrangle because construction of Shasta Dam and Keswick Dam prevented anadromous salmonids in the Sacramento River from accessing spawning/rearing habitat in the Pit River. In addition, botanical and wildlife surveys were completed by ENPLAN on multiple occasions between 2010 and 2016.

The project footprint, including disturbance areas, staging areas, and the Borrow Site, encompasses approximately 6.5 acres (total ground disturbance area is approximately 1.2 acres). The biological study area generally extended 100 feet beyond the project footprint and was inspected where accessible to evaluate potential indirect impacts to special-status species and/or their habitats.

**Appendix B** provides key biological data developed for the project, including the records search results, lists of plant and wildlife species observed during the field studies, and an evaluation of the potential for special-status plant and wildlife species to be affected by project implementation.

### ***Special Status Plant Species***

Review of the USFWS species lists for the Project area identified one federally listed plant species, slender Orcutt grass, as potentially being affected by the proposed Project at both the Bridge Site and Borrow Site. The Project area does not contain designated critical habitat for federally listed plant species. Review of CNDDB records found that three special-status plant species have been reported in the vicinity of the Bridge Site on one occasion each: watershield, tufted loosestrife, and water star-grass (in 1863, 1949, and 1955, respectively), but the location information is vague. No special-status plant species have been reported at the Borrow Site. Three other special-status plant species have been reported within a five-mile radius of the Project area: Boggs Lake hedge-hyssop, marsh skullcap, and Tracy's eriastrium. One non-status plant species, profuse-flowered pogogyne, also has been reported within the search radius.

To determine the presence/absence of special-status plant species, ENPLAN conducted initial field surveys of the Project area on the following dates in 2010: June 9, July 10, August 10, and August 27. A supplemental botanical field survey was conducted on May 19, 2016. A list of plant species observed during the field reviews is included in Appendix B. Also included in Appendix B is a summary report indicating the potential for state and federal special-status plant species to occur in the Project area. As indicated, no special-status plant species were observed or are expected to occur. Therefore, the proposed Project would have no impact on special-status plant species.

### ***Special-Status Wildlife Species***

Review of the USFWS species lists for the Project area identified three federally listed species (northern spotted owl, Shasta crayfish, and delta smelt) as potentially being affected by

construction activities at the Bridge Site; and one federally listed species (Shasta crayfish) at the Borrow Site. The Project area does not contain designated critical habitat for federally listed wildlife species. Review of CNDDDB records found that two special-status animal species, American badger and western pond turtle, have been reported at the Bridge Site; however, the location of the badger sighting is vague ("Fort Crook") and dates back to at least 1869, when the Fort closed. No special-status animal species have been reported at the Borrow Site. The following special-status animal species have been reported within a five-mile radius of the Project area: American badger, bald eagle, bank swallow, bigeye marbled sculpin, California wolverine, greater sandhill crane, hardhead, Oregon snowshoe hare, rough sculpin, Shasta crayfish, Townsend's big-eared bat, tricolored blackbird, and western pond turtle.

CNDDDB records show that the following non-status animal species also have been reported within five miles of the Project area: kneecap lanx, montane peaclam, nugget pebblesnail, osprey, scalloped juga, Sucker Springs pyrg, western pearlshell, and western ridged mussel.

To determine the presence/absence of special-status animal species, ENPLAN conducted focused wildlife surveys of the Project area on May 5, 2010, and May 17, 2016; wildlife observations made during other field visits to the site were also recorded. Some of the special-status animal species potentially occurring in the Project area would not have been evident at the time the fieldwork was conducted. However, determination of their potential presence could readily be made based on observed habitat characteristics.

In addition, a bat survey that consisted of a daytime habitat assessment and night emergence survey was completed by a qualified bat biologist in September 2016 to determine the presence of roosting bats on the bridge. The daytime habitat assessment consisted of a visual inspection of the bridge. Inaccessible portions of the bridge were viewed with binoculars; flashlights were used to inspect crevices atop bent caps. The night emergence survey was conducted using passive and active bioacoustic detectors to capture and record bat calls. Night-vision binoculars and an infrared-sensitive camera were used to record bat activity beneath the bridge.

The bat survey identified the bridge, several large trees adjacent to the bridge, and abandoned cliff swallow nests on the bridge as providing potential day and/or night roosting habitat. The nighttime emergence survey revealed no evidence that bats are using the bridge for day roosting.

The bat survey confirmed the presence of Townsend's big-eared bats, a special-status species, and five non-status bats: Yuma myotis, little brown bat, small-footed bat, big brown bat, and Mexican free-tailed bat. The non-status bats were observed using the bridge for night roosting. One Townsend's bat was observed during the nighttime emergence survey; it is possible that Townsend's bats use the bridge for night roosting.

As documented in Appendix B, in addition to Townsend's big-eared bats, two other special-status animal species were observed at the Bridge Site during the field surveys: greater sandhill crane and western pond turtle. Further information regarding these species is provided below. No other special-status animal species are expected to be present at the Bridge Site. No special-status animal species were observed or are expected to be present at the Borrow Site.

#### **Townsend's Big-Eared Bat**

Townsend's big-eared bat, a state Species of Special Concern, occurs in a variety of habitats from sea level to upper montane coniferous forest, and may be found in any season. Townsend's big-eared bat is nocturnal, and is most abundant in mesic habitats. Townsend's big-eared bat roosts in caves, buildings, mines, tunnels, or other cave-like man-made structures. Townsend's big-eared bats occasionally roost on bridges. This bat is especially sensitive to disturbance of roosting sites, and a single disturbance event may result in abandonment of the roost site. Mating occurs from November through February, and offspring are born in May and June. Young bats generally are capable of flight around three weeks after birth.

The bat survey revealed that gaps are present between bridge slabs where they abut on top of the piers. These gaps currently contain packing material that prevents bat access. However, it is possible that the expansion joint packing could decay prior to bridge demolition, allowing non-status bats to utilize the bridge for day roosting. To avoid direct impacts to bridge-roosting bats, **Mitigation Measure 4.4.1** requires inspection of the expansion joints prior to demolition. If the inspection reveals that bats are using the bridge for day roosting, humane bat eviction/exclusion should only be conducted during seasonal periods of bat activity, which in this region, are between March 1 (or after evening temperatures rise above 45°F and/or no more than 1/2" of rainfall within 24 hours occurs), and April 15, or between September 1 and October 15 (or before evening temperatures fall below 45°F and/or more than 1/2" of rainfall within 24 hours occurs).

Indirect effects could occur if the new bridge does not provide adequate bat roosting habitat. **Mitigation Measure MM 4.4.2** requires that loss of roosting habitat shall be offset by designing the new bridge to include an equal or greater amount of roosting habitat than is present on the existing bridge.

Several of the bat species observed in the study area may roost in large trees adjacent to the bridge, and the CDFW has recently been requiring bat surveys prior to removal of trees. **Mitigation Measure MM 4.4.3** ensures that potential effects on tree-roosting bats are avoided/minimized by implementation of a two-step process to permit bats the opportunity to abandon the roost prior to tree removal.

In addition, a number of cliff swallow nests are attached to the bridge, and the abandoned mud nests could be used by individual bats for day roosting outside the bird nesting season. Such nests are used primarily by bats dispersing from natal roosts, and in some cases, returning to natal roosts in the spring. Given the cold temperatures in Fall River Mills, it is unlikely that bats use the swallow nests as overwintering roosts. No direct impacts to bats using old swallow nests as roosting habitat are expected as long as the swallow nests are removed by hand (not using high-pressure air or water) during winter months and demolition occurs during daylight hours.

Implementation of **Mitigation Measure MM 4.4.4** ensures that bats using swallow nests are not adversely affected by project implementation.

#### **Greater Sandhill Crane**

Greater sandhill cranes were observed flying over the Project area; however, CNDDB records show that the closest reported greater sandhill crane nesting area is approximately 0.75 miles northeast of the Bridge Site. In addition, no suitable nesting habitat for the greater sandhill crane is present in or near the Project area. Due to frequent human activity in the area, the greater sandhill crane is not expected to nest in or near the Project sites.

#### **Western Pond Turtle**

Western pond turtles are found in a variety of habitats (e.g. ponds, reservoirs, streams, rivers, ditches, sloughs). The turtles prefer ponds or slow-flowing streams with deep pools. Western pond turtle can be found in relatively shallow waters (i.e., six inches) when migrating up and down drainages, but generally desire water deep enough so they can escape predators. Such habitats often have muddy bottoms. The presence of suitable basking sites is also an important habitat component for western pond turtles. Basking sites may include partially submerged logs, rocks, mats of floating vegetation, or open mud banks. Courtship and mating occur primarily in late April or early May. Most egg-laying occurs in May and June, although some females may deposit a second clutch of eggs later in summer. Nests are usually in open grassy areas with a southern exposure. Nests are usually located along

stream or pond margins, but may be over 100 meters (328 feet) from water on hillsides. Western pond turtles may also overwinter in upland habitats.

Western pond turtles were observed in the Project area on several occasions over the course of the biological studies. They were generally observed basking on partially submerged logs in the Pit River. Uplands in the project area could also potentially be occupied by western pond turtles at certain times of year.

Work in and adjacent to the Pit River has the potential to directly or indirectly affect the western pond turtle. Pond turtles are very wary and seek refuge in the water at any sign of threat. Therefore, it is unlikely that pond turtles would be adversely affected by installation of falsework, piles, gravel work pads or other in-water elements. However, there is a slight possibility that dewatering enclosures could trap turtles, leading to their death if they are not removed prior to construction within the enclosure. **Mitigation Measures MM 4.4.5** calls for a qualified biologist to inspect any dewatering enclosures for the presence of turtles during initial dewatering of each enclosure; any turtles present would be relocated outside the immediate work area.

Western pond turtles could attempt to nest in upland work areas in late spring or early summer. As called for in **Mitigation Measures MM 4.4.6**, construction personnel will receive training from a qualified biologist on identification of western pond turtles and procedures to be implemented if they are encountered in the construction area, and a biologist will be available to relocate any turtles that may be observed in or near the construction area.

Potential indirect effects on western pond turtles could occur if sediment-laden water or other contaminants enter the Pit River or downstream waters. However, implementation of Best Management Practices for spill prevention and erosion control (as required in the State Water Resources Control Board's Construction General Permit) will ensure that the potential for indirect impacts on pond turtles is negligible.

## Question B

The principal terrestrial natural communities in the Project area include oak woodland along the west bank of the Pit River and annual grassland east of the Pit River. The western bank of the Pit River supports an Oregon oak woodland with an understory composed primarily of western choke-cherry, poison oak, and Sierra coffeeberry. A small amount of woody vegetation occurs east of the river and is represented by scattered individuals or clumps of California rose, Oregon ash, and willows. The willows are located immediately downslope of the leaking diversion pipe along the bridge approach fill. Typical herbaceous species at the Bridge Site include downy brome, Kentucky blue grass, cultivated timothy, yellow star-thistle, common yarrow, and California poppy. Because the river bank is very steep on the western side (roughly 2:1 slope) and has been cleared on the eastern side, there is no developed riparian community in the study area; however, scattered individuals of woody riparian species are present. The Borrow Site occurs in a disturbed juniper woodland. In addition to western juniper, common species at the Borrow Site include buckbrush, white-stemmed rabbitbrush, medusahead, downy brome, and Kentucky blue grass.

The USFWS does not identify any critical habitats within the Project area. The CNDDDB maps two sensitive natural communities within a five-mile radius of the Project area. One of these communities, *Pit River Drainage Rough Sculpin/Shasta Crayfish Spring Stream*, is mapped in the Fall River adjacent to the study site. The other, *Lower Pit River/Canyon River (Hardhead/Tule Perch River)*, is mapped approximately 2.5 air miles southwest of the Bridge Site. Based on the biological field studies, sensitive habitats at the Bridge Site were found to include the Pit River, wetlands, and oak woodlands, as described below. No aquatic habitats or other sensitive communities were observed at the Borrow Site. The following discussion describes the two sensitive natural communities mapped within five miles of the study area and evaluates potential effects on these communities. The Pit River and Oregon oak woodland are also described and potential effects of project implementation on these communities are evaluated, including potential indirect effects resulting from the possible

introduction of introduced species to natural communities in the project area. Wetland resources are discussed under Question C.

***Pit River Drainage Rough Sculpin/Shasta Crayfish Spring Stream***

Rough sculpins are restricted to the Hat Creek and Fall River drainages, as well as the Pit River upstream of Burney. Rough sculpins are generally found in large spring-fed streams where water is cool, deep, rapidly flowing, and clear. This sculpin is often found in areas with gravel or sand bottoms, and beds of aquatic vegetation. Nests are constructed in a variety of habitats, including riffles and pools in the vicinity of springs. Shasta crayfish are found in cool, clear, spring-fed lakes, rivers, and streams, usually at or near a spring inflow source, where waters show little annual fluctuation in temperature and remain cool during the summer. Most are found in still and slow to moderate flowing waters. They are found, almost without exception, under lava boulders or lava cobbles on either clean or sandy lava gravel.

The Pit River in the Project area, shown in **Photo 4.4-1**, does not provide potentially suitable habitat for the rough sculpin or Shasta crayfish. It has moderate flow velocities during winter and spring, but has much lower velocities during summer and fall. Water temperatures exhibit substantial seasonal fluctuation and often exceed 70°F during the summer months. The river banks are muddy, and the water is very turbid during summer and fall. Therefore, because suitable habitat for rough sculpin and Shasta crayfish does not exist in the Project area, there would be no impact.

***Lower Pit River/Canyon River (Hardhead/Tule Perch River)***

The Pit River is mapped by CNDDB as a Hardhead/Tule Perch River from the Pit River Falls (about five river miles downstream of the bridge site) to the headwaters of Shasta Lake. The proposed Project would have no impact on the *Lower Pit River/Canyon River (Hardhead/Tule Perch River)* natural community because Best Management Practices for erosion control and spill prevention will be implemented during project construction, and no long-term changes in water quality would occur as a result of the project.



**Photo 4.4-1:** *Northeast of the Bridge, looking southwest (May 17, 2016)*

***Pit River***

The Pit River historically supported a diverse fish fauna, which included anadromous salmonids and a variety of resident fish. Construction of Shasta Dam and Keswick Dam prevented anadromous salmonids in the Sacramento River from accessing spawning/rearing habitat in the Pit River. According to the Upper Pit River Watershed Assessment completed by VESTRA in 2004, resident fish native to the Pit River include Pit-Klamath brook lamprey, rainbow trout, Pit River tui chub, speckled dace, Sacramento sucker, Pit sculpin, Pit roach, bigeye marbled sculpin, hardhead, rough sculpin, tule perch, and Sacramento pikeminnow. Numerous non-native fish have been introduced into the Pit River and include golden shiner, carp, black bullhead, brown bullhead, channel catfish, brown trout, brook trout, mosquitofish, bluegill, Sacramento perch, green sunfish, spotted bass, largemouth bass, and smallmouth bass. The river reach in the

Project area supports various fish, turtles, and waterfowl, and may provide suitable foraging/dispersal habitat for frogs, toads, and garter snakes.

Adverse effects on this aquatic community could potentially occur if sediments or other pollutants enter the river and degrade habitat in the study area and/or downstream. However, as stated above, the County is required to implement BMPs to control erosion and sedimentation and prevent damage to streams, watercourses and aquatic habitats. BMPs may include, but are not limited to, limiting construction to the dry season; use of straw wattles, silt fences, and/or gravel berms to prevent sediment from discharging to the creek; and revegetating temporarily disturbed sites upon completion of construction.

As discussed with CDFW staff (A. McKannay, pers. comm.), adverse effects to the Pit River community and its aquatic resources can be minimized by limiting in-water work to the period from April 15 to January 31. This in-water work period is reflected in **Mitigation Measure MM 4.4.7**; however, it is recognized that permit conditions established by the USACE and/or the RWQCB could further limit the in-water work period. In addition, as discussed in Section 4.9 under Questions A and F, in accordance with Section 401 Water Quality Certification requirements of the RWQCB, water quality monitoring must be conducted when performing any in-water work, when Project activities result in any materials reaching surface waters, or when any activities result in the creation of a visible plume in surface waters.

Therefore, temporary impacts to aquatic habitats during construction would be less than significant because BMPs for erosion and sediment control would be implemented, in-water work would be limited in accordance with regulatory agency requirements, and water quality monitoring would be conducted when performing any in-water work. No permanent adverse impacts on the community are anticipated; the project would reduce the number of bridge piers from five to two, which would be a beneficial effect, and would have no effect on water quality following completion of construction.

### **Oak Woodlands**

An Oregon oak woodland is located along the west bank of the Pit River, south of the bridge. The oak woodland occurs on a steep slope strewn with large boulders. The canopy is dense and is comprised primarily of Oregon oak. The understory includes poison oak, California rose, western chokecherry, and Sierra coffeeberry. Oak woodlands are considered sensitive habitats due to the diversity of plants and animals they may support.

Based on the site survey and engineering drawings, approximately 0.1 acre of oak woodland is within the new bridge footprint, including cut and fill slopes. This permanent impact area includes eight oak trees larger than 12 inches in diameter at breast height (DBH). In addition, earthwork in the vicinity of the oak trees has the potential for indirect impacts to trees. Tree removal would result in the loss of shaded riverine aquatic habitat, potential nesting habitat for migratory birds, potential roosting habitat for bats, and potential shelter and foraging habitat for various animals such as squirrels, skunks, raccoons, snakes, and lizards.

The effects of bridge replacement on the oak woodland have been evaluated in accordance with the *Oak Woodland Impact Decision Matrix*, which was prepared by the University of California Integrated Hardwood Range Management Program (IHRMP).

The first step is determining whether the ecological functions of the oak woodland are relatively "intact," "moderately degraded," or "severely degraded" and then determining whether the proposed Project would result in a low, moderate or high impact as described below.

**Intact Site.** An intact site is currently in a "wild" state being managed for grazing, open space, recreation, etc., where all of the ecological functions are still being provided; roads and buildings are rare on the site; trees (dead and alive) dominate the landscape, the site is capable of natural regeneration of oaks and other plant species; the site allows for movement



of wildlife; and the existing development is localized and limited to a small number of residences with service buildings or barns.

*Moderately Degraded Site.* A moderately degraded site has been altered from a “wild” condition, but is currently in a state where oak trees are present; natural regeneration is capable of occurring; limited ecological services are still being provided and the site still provides for utilization by wildlife; road and stream crossings are present, but limited or clustered; and developed areas are centralized and concentrated over a small percentage of the site.

*Highly Degraded Site.* A highly degraded site has been dramatically altered and is currently in a condition that has no trees, or very few remain; it is being managed in such a way that the natural regeneration is not possible or practical; the soil is compacted or contaminated; it has been used for residential, commercial, or industrial purposes; roads and stream crossings are commonplace; and fencing and other obstructions limit wildlife access and movement.

The criteria for determining the significance of impacts are as follows:

*Low Impact.* A low level of impact on a small site would result from removal of less than ten trees. On a larger site, a low impact would result in no change to the stand structure and immeasurable impacts on canopy cover.

*Moderate Impact.* A moderate level of impact on a small site would consist of both tree and non-tree components of an oak woodland being removed or altered, with removal of trees resulting in more edge impacts. On a landscape scale, moderate impacts would consist of creation of less than one kilometer (0.62 miles) of edge habitat or complete loss of less than three acres of woodland.

*High Impact.* A high level of impact on a small project site would result from the removal of a majority of existing trees or, on a larger site, from fragmentation of habitat within a larger continuous patch of woodland. High impacts could include a net loss of oak woodland acreage on the order of ¼ acre to 3 acres or more.

The oak woodland that would be affected by the proposed Project is considered “moderately degraded” because it has been fragmented by construction of the Cassel-Fall River Road and bridge, and the narrow woodland corridor has been bordered by developed uses for well over a century. In addition, previous clearing in this area has been completed for utility lines and adjacent uses. These activities have reduced the complexity of the understory, reduced natural regeneration of oaks, increased habitat fragmentation, and/or reduced species diversity; however, the site retains significant ecological functions.

The impact level is considered low due to the few number of oaks to be removed, the small disturbance footprint, and the limited amount of new edge effects. Therefore, according to the *Oak Woodland Impact Decision Matrix*, the effects of the proposed project on oak woodland are less than significant. In terms of potential indirect impacts, implementation of **Mitigation Measures MM 4.4.8** would protect oak trees during construction and ensure that indirect impacts are less than significant.

#### **Potential Impacts from Invasive Weeds**

The introduction and spread of noxious weeds during construction activities has the potential to adversely affect critical habitat and natural communities. Each noxious weed identified by the California Department of Agriculture receives a rating which reflects the importance of the pest, the likelihood that eradication or control efforts would be successful and the present distribution of the pest within the state. Below is a description of ratings categories that apply to the project area:

**Category A.** A pest of known economic or environmental detriment that is either not known to be established in California or is present in a limited distribution that allows for the possibility of eradication or successful containment. A-rated pests are prohibited from entering the state because they have been determined to be detrimental to agriculture.

**Category B.** A pest of known economic or environmental detriment and, if present in California, it is of limited distribution. B-rated pests are eligible to enter the state if the receiving county has agreed to accept them.

**Category C.** A pest of known economic or environmental detriment and, if present in California, it is usually widespread. C-rated organisms are eligible to enter the state as long as the commodities with which they are associated conform to pest cleanliness standards when found in nursery stock shipments.

Shasta County Department of Agriculture records show one A-rated noxious weed, squarrose knapweed, occurring near the Project area. Eight additional noxious weed species were observed in the Project area during the botanical field surveys:

B-Rated Weeds: Lens-podded hoary cress and jointed goatgrass

C-Rated Weeds: Yellow star-thistle, bull thistle, bindweed, Eurasian water milfoil, medusa head, and puncturevine

Noxious weeds observed in the Project area are of widespread distribution in the County, and further spread of these weeds is not anticipated. However, other noxious weeds could be introduced into the Project area if unwashed construction vehicles are used from outside of the County. With implementation of **Mitigation Measure MM 4.4.9**, impacts to oak woodlands and other sensitive natural communities as a result of the introduction and spread of noxious weeds would be less than significant.

#### **Potential Impacts from Invasive Freshwater Mollusks**

Quagga and zebra mussels are highly invasive freshwater mussels native to Asia. Quagga mussels were reported at Lake Mead in Nevada in 2007, and have since been reported at numerous locations in southern California. Zebra mussels were reported at San Justo Lake in San Benito County in 2008; they have not been reported at any other locations in California. Once established, these mussels can clog water intake and delivery pipes; foul dam intake gates and pipes; adhere to boats, pilings, and most substrates; displace native species; and alter plankton communities. Further, these mussels could impact public water delivery systems, and irrigation systems, and could require costly removal maintenance.

Although quagga and zebra mussels are not known to occur within the Project area, the use of vessels previously exposed to waters infested by these mussels could facilitate the spread of these species into the Pit River. California Fish and Game Code §2301 prohibits the transport of quagga and zebra mussels. The Project will comply with California Fish and Game Code §2301 by implementing measures recommended by the CDFW to avoid the spread of quagga and zebra mussels. As called for in **Mitigation Measure MM 4.4.10**, this includes utilizing only vessels that have been cleaned, drained of all standing water, dried thoroughly, and determined not to harbor mussels prior to placement into the Pit River. Vessels that harbor mussels must undergo treatment to eradicate the mussels completely by being placed into dry storage for a minimum of five days prior to their next planned use. With implementation of **Mitigation Measure MM 4.4.10**, impacts to sensitive natural communities as a result of the introduction and spread of invasive freshwater mollusks would be less than significant.

## Question C

ENPLAN conducted field investigations on June 29 and August 10, 2010, and on February 12, May 17, and May 19, 2016, to identify potential U.S. Army Corps of Engineers (USACE) jurisdictional waters and other waters of the U.S.

The field investigation was conducted in accordance with technical methods outlined in the *USACE Wetlands Delineation Manual* (1987), *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (2008), and the *Field Guide for the Identification of the Ordinary High Water Mark in the Arid West Region of the Western United States*. Prior to undertaking the wetland field evaluation, the National Wetlands Inventory (NWI) mapper was reviewed to determine if any waters were identified in the Project area.

All waters of the U.S. identified during the field investigations are shown in **Figure 4.4-1**. As indicated, the Project site includes  $\pm 0.873$  acres of the Pit River, a  $\pm 0.045$ -acre wet swale, and a  $\pm 0.014$ -acre seep. No waters were mapped on the Borrow Site.

ENPLAN prepared a Pre-jurisdictional Delineation Report for the proposed Project, which was submitted to USACE with a request for a preliminary jurisdictional determination (PJD). On October 3, 2016, the USACE responded to the request and concurred with the amount and location of wetlands and other water bodies identified in ENPLAN's Pre-jurisdictional Report. Potential impacts to the three features are discussed below.

### **Perennial Stream (Pit River)**

Installation of the new bridge piers would fill  $\pm 0.001$  acres of riverbed while removal of the existing bridge piers would restore  $\pm 0.008$  acres of riverbed; there would be no net loss of riverbed associated with the proposed work. Temporary impacts would occur from construction of the temporary gravel work pad and work trestles. The proposed construction would result in a short-term increase in turbidity.

### **Wet Swale**

A wet swale is located just north of the eastern bridge abutment. The swale is supported by precipitation and stormwater runoff in the winter, and receives supplemental summer flow from irrigation runoff. The dominant plant species present in the swale is Nebraska sedge. Sandbar willows occur along the margin of the swale at the base of the fill slope for the bridge abutment. Project implementation would result in no permanent or temporary fill of the wet swale.

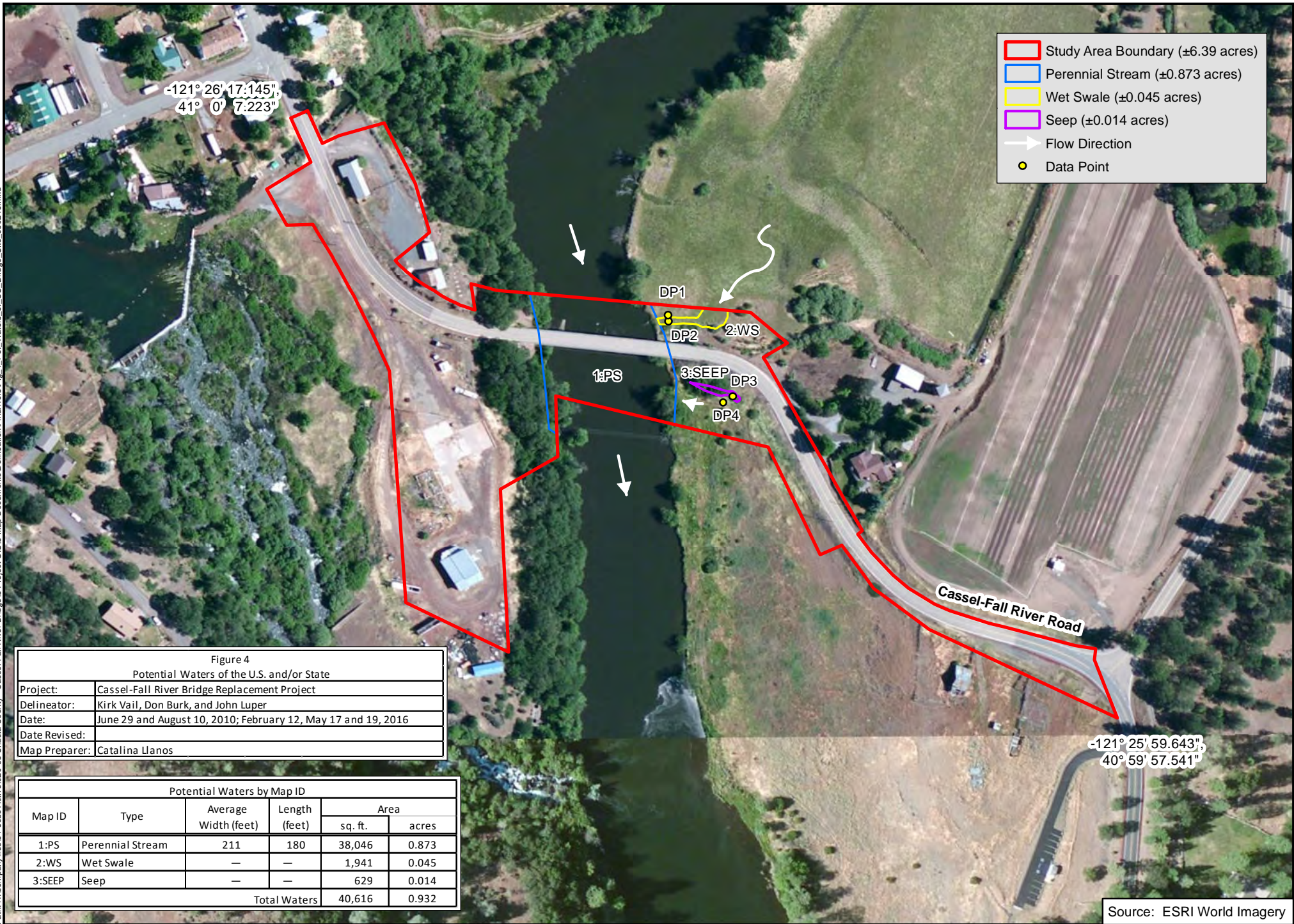
### **Seep**

A seep is located just south of the eastern bridge abutment. The seep may be supported in part by long-term leakage from a waterline. Plant species present in the seep include Oregon ash and bitter dock. Installation of the new eastern bridge abutment and construction of the retaining wall would result in the permanent fill of  $\pm 0.014$  acres of seep.

The proposed Project qualifies for a USACE Nationwide Permit (NWP). NWP 14 applies to linear transportation projects that do not result in the loss of more than  $\frac{1}{2}$  acre of non-tidal waters. For NWP 14, pre-construction notification (PCN) is required if the loss of Waters of the United States exceeds 0.1 acres or if there is a discharge into wetlands or other special aquatic sites. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. Areas affected by temporary fills must be revegetated, as appropriate.



Path: N:\company\files\01-Jobs Active\2020-53 Shasta County - Cassel-Fall River Bridge Replacement\3-Map Documents\Delineation\Final\10.3\Fig. 4. Pot. Waters of U.S. Bridge Site 080216.mxd



1 inch = 200 feet

0 200 Feet

North American Datum 1988

Boundaries are preliminary until verified by the Army Corps of Engineers.

Feature and boundary locations depicted are approximate only. This is not a survey product.

08.02.16



Pursuant to CWA Section 401, an activity requiring a USACE permit must obtain a State Water Quality Certification (or waiver) to ensure that the activity will not violate established State water quality standards. As discussed in Section 4.9 under Questions A and F, water quality monitoring must be conducted when performing any in-water work, when Project activities result in any materials reaching surface waters, or when any activities result in the creation of a visible plume in surface waters.

In addition, prior to any activities that would obstruct the flow of, or alter the bed, channel, or bank of any intermittent or ephemeral creeks, notification of streambed alteration shall be submitted to the CDFW and a streambed alteration agreement shall be obtained. If required by the USACE or CDFW, mitigation for the permanent loss of jurisdictional waters shall be achieved through payment of in-lieu fees to the Army Corps of Engineers, purchase of mitigation credits, or onsite/offsite habitat restoration.

Regulatory agency permits will be obtained by the County prior to commencement of construction. The bid specifications and contract documents will state that the contractor shall comply with the terms and conditions outlined in the permits. Compliance with regulatory agency permits will ensure that impacts to wetlands and other waters are less than significant.

Potential indirect effects on the aquatic environment will be avoided by implementing standard BMPs for erosion control and spill prevention and limiting the period for in-water work.

#### **Question D**

Wildlife movement patterns can be disrupted by barriers (e.g., dams, reservoirs, highways, altered stream flows, urban development, habitat conversion, etc.) that impede the movement of migratory fish, birds, deer, and other wildlife species. In addition, during construction, increased human activity in the Project area may impede the movement of wildlife.

#### **Aquatic Species**

As discussed under Question B above, the river reach in the Project area supports various fish, turtles, and waterfowl, and may provide suitable foraging/dispersal habitat for frogs, toads, and garter snakes. The Project entails replacement of an existing bridge in generally the same location. As stated in Section 4.1 under Question A, the number of bridge piers would be reduced from five to two. No additional structures that could permanently impede the movement of any aquatic species would be constructed.

Temporary effects on the movement of aquatic species could potentially occur if temporary in-water work platforms limit aquatic movement. However, as currently proposed, the in-water gravel work pad would not extend fully across the river, and culverts would be installed within the gravel pad to further facilitate hydrologic connectivity and aquatic movement. Therefore, temporary impacts on the movement of aquatic species during construction would be less than significant.

#### **Terrestrial Wildlife Species**

The Shasta County General Plan identifies areas approximately 1.5 miles west and 2 miles south of the bridge as critical deer winter ranges, which support migratory deer herds. No areas within 25 miles of the Bridge Site are identified as fall or spring holding areas or summer ranges. Therefore, there would be no impact to deer winter ranges or fawning grounds.

Although the proposed retaining wall east of the river on the south side of the road could be more of an obstacle to wildlife movement than the current fill slope, wildlife passage will remain available around both ends of the wall. No other structures that could permanently impede the movement of wildlife species would be constructed. Although daytime wildlife movement may be temporarily affected during the construction period, this impact would be of short duration and most animals can adapt by moving around the work area or moving during non-working hours.

Potential permanent and temporary effects of construction on terrestrial wildlife movement would be less than significant.

### **Migratory Birds**

The Project area is located within the Pacific Flyway, and migratory birds are known to nest in and adjacent to the Project area. Nesting migratory birds, if present, could be directly or indirectly affected by construction activities. Direct effects could include mortality resulting from removal of a tree/shrub or demolition of the existing bridge containing an active nest with eggs or chicks. Indirect effects could include nest abandonment by adults in response to loud noise levels or human encroachment, or a reduction in the amount of food available to young birds due to changes in feeding behavior by adults.

The existing bridge is utilized seasonally for nesting by cliff swallows and may provide potential nesting habitat for other migratory birds. Over 100 active cliff swallow nests were observed on the bridge during the 2016 spring field inspections, and several bird nests were observed in adjacent vegetation. The cliff swallows are expected to return to the bridge to nest on an annual basis. Other migratory bird species could establish nests on the bridge and in vegetation adjacent to the Project area in future nesting seasons. Because the new bridge will be constructed within approximately five feet of the existing bridge, it is likely that, without use of nesting deterrents, nesting swallow would be adversely affected by construction. **Mitigation Measure MM 4.4.11** includes requirements for bird nesting deterrents that may include the use of bioacoustic deterrents (e.g., broadcast calls), installation of exclusionary materials (e.g., Teflon or plastic sheeting, mesh netting, and/or other materials that would not entangle birds).

In the local area, most birds nest between February 1 and August 31. As required by **Mitigation Measure MM 4.4.12**, the potential for adversely affecting nesting birds can be greatly minimized by removing vegetation and conducting construction activities either before February 1 or after August 31.

As stated under Question A above, bats also could potentially use surrounding vegetation for roosting. The timing for removing vegetation must be coordinated to avoid impacts to both birds and bats. As noted in **Mitigation Measure MM 4.4.3**, trees providing suitable bat roosting habitat shall be removed only between March 1 and April 15, or between September 1 and October 15, subject to the weather conditions and restrictions included in **Mitigation Measure MM 4.4.3**.

If construction occurs during the bird nesting season, a nesting survey would be conducted within one week prior to removal of vegetation and/or the start of construction. If active nests are found in the Project area, work would need to be postponed in the vicinity of the nests until after the young have fledged. Further, to prevent nest abandonment and mortality of chicks and eggs, vegetation removal and construction activities would not occur within 500 feet of an active nest unless a smaller buffer zone is authorized by CDFW and/or USFWS. If required by the agencies, a qualified biologist would monitor active nests during construction for signs of disturbance to the nesting birds.

Therefore, because construction activities that may impede the movement of wildlife are a temporary impact that would cease at completion of the Project, and **Mitigation Measures MM 4.4.11 and 4.4.12** would reduce the potential for adversely affecting nesting birds, the proposed Project would have a less than significant impact on the movement of any migratory fish or wildlife species and would not impact migratory wildlife corridors or impede the use of native wildlife nursery sites.

### **Question E**

Chapter 6.7 (Fish and Wildlife Habitat) of the Shasta County General Plan addresses the need to preserve unique and important aquatic, fish, and wildlife habitats, and plant communities for their biological and ecological values, as well as for their direct and indirect benefits to the citizens of

Shasta County. **Mitigation Measures MM 4.4.1 through 4.4.12** are included to ensure consistency with General Plan policies and objectives. There are no other local policies or ordinances related to the protection of biological resources that would apply to the proposed Project. Impacts are considered less than significant with implementation of **Mitigation Measures MM 4.4.1 through 4.4.12**.

#### Question F

A Habitat Conservation Plan (HCP) is a federal planning document that is prepared pursuant to Section 10 of the Federal Endangered Species Act (FESA). A Natural Community Conservation Plan (NCCP) is a state planning document administered by CDFW. There are no HCPs, NCCPs or other habitat conservation plans in the Project area. Therefore, there would be no impact.

#### **CUMULATIVE IMPACTS**

Cumulative projects in the vicinity of the Project area, including growth resulting from build-out of the County's General Plan, are anticipated to permanently remove plant and wildlife resources. As development in the area continues, sensitive plant and wildlife species native to the region and their habitat, including state and federally-listed special status species, will be lost through conversion of existing open space to urban development.

Although mobile species may have some ability to adapt to modifications to their environment by relocating, less mobile species may be locally extirpated. With continued conversion of natural habitat to human use, the availability and accessibility of remaining foraging and natural habitats in this ecosystem would dwindle, and those remaining natural areas may not be able to support additional plant or animal populations. The conversion of plant and wildlife habitat on a regional level as a result of cumulative development would potentially result in a regionally significant cumulative impact on special-status species and their habitats.

Implementation of BMPs for erosion and sediment control, and implementation of **Mitigation Measures MM 4.4.1 through MM 4.4.12** avoid, reduce, or mitigate potential impacts to special-status species and their habitats. With these measures, the proposed Project's contribution to cumulative regional impacts to biological resources would be less than significant.

#### **MITIGATION**

##### **MM 4.4.1** Avoid/Minimize Effects on Bats During Bridge Demolition.

Prior to bridge demolition, additional visual survey shall be conducted at each bridge pier where the deck spans join. If packing material is present in the joints and would prevent bat usage, or if the visual survey confirms that there are no signs of past or present bat activity, no further work is needed prior to demolition. If the packing material is no longer intact or no longer present, then humane bat eviction shall be undertaken during seasonal periods of bat activity as described below.

- If needed, humane bat eviction shall be conducted by a bat exclusion contractor or by the bridge contractor under direct supervision of a qualified bat biologist who is experienced in humane bat exclusion methods, materials, and techniques. Humane bat eviction shall consist of blockage of contiguous sections of the gap, and installation of one-way exits at all required locations to permit bats to escape from any roost crevices or non-contiguous portions of crevices. Humane bat eviction shall only be conducted during seasonal periods of bat activity, which in this region, are as follows:
  - Between March 1 (or after evening temperatures rise above 45°F, and/or no more than ½ " of rainfall within 24 hours occurs), and April 15; and
  - Between September 1 and October 15 (or before evening temperatures fall below 45°F, and/or more than ½ " of rainfall within 24 hours occurs).

**MM 4.4.2** Replace Day and Night Bat Roosting Habitat.

Day and/or night bat roosting habitat present on the existing bridge shall be replaced with an equal or greater amount of in-kind habitat on the new bridge. A replacement plan shall be developed by a qualified bat biologist with experience in bridge structure bat roost habitat design.

**MM 4.4.3** Avoid/Minimize Effects on Bats During Tree Removal.

Trees providing suitable bat habitat shall be removed only between March 1 and April 15, or between September 1 and October 15, subject to the weather conditions noted below. All trees proposed for removal shall be inspected in advance by a qualified bat biologist for the presence of cavities, crevices, exfoliating bark, and other features that may provide suitable bat roosting habitat. Trees with suitable bat roost features shall be removed only after implementation of one of the following:

- a. A night emergence survey of tree by a qualified bat biologist reveals no roosting bats, OR
- b. Trees are removed using the two-step process described below to permit bats the opportunity to abandon the roost prior to removal. Two-step removal of trees containing occupied bat roosts or providing suitable bat habitat, shall only be conducted during seasonal periods of bat activity, which in this region, are as follows:
  - Between March 1 (or after evening temperatures rise above 45°F, and/or no more than ½ " of rainfall within 24 hours occurs), and April 15; and
  - Between September 1 and October 15 (or before evening temperatures fall below 45°F, and/or more than ½ " of rainfall within 24 hours occurs).

The two-step removal of bat habitat trees shall be conducted over two consecutive days. The first day entails removal of non-habitat features on bat habitat trees (branches without cavities, crevices, or exfoliating bark), using chainsaws only for cutting, and chippers wherever possible to cause a level of noise and vibration disturbance sufficient to cause bats to choose not to return to the tree for a few days after they emerge to forage. No excavators, grinders, or other heavy equipment shall be used for first day trimming of habitat trees. A qualified bat biologist experienced with two-step removal procedures shall instruct and provide initial supervision of tree cutting crews on day 1 so that they do not accidentally remove potential habitat features, which could result in direct mortality of bats.

On the following day, the trees are removed. Any new tree cutting crew members added to the crew shall require instruction and initial supervision by a qualified bat biologist.

**MM 4.4.4** Avoid/Minimize Effects on Bats During Swallow Nest Removal.

Abandoned cliff swallow nests on the bridge shall be removed by hand using an extension pole with a suitable scraper (no high-pressure water or air), between October 30 and January 31. If abandoned swallow nests cannot be removed during this period, nest interiors shall first be visually inspected by a qualified bat biologist, and then the nests shall be removed by hand using an extension pole with a suitable scraper (no high-pressure water or air), if unoccupied. If a nest is occupied by bats, removal shall be delayed until after dark. If exclusion netting will be installed on the bridge, netting (1/4" – 3/8" mesh size) or other chosen material shall be installed so that it fits tightly to the bridge with no gaps that may permit bats to enter, and which could trap bats.

**MM 4.4.5** Inspect Dewatering Enclosures for Western Pond Turtles.

If in-stream dewatering enclosures are erected to facilitate pier or abutment construction, a qualified biologist shall be present during initial dewatering of each enclosure to ensure that no turtles are trapped. If turtles are present within the enclosure, they shall be relocated outside the work area by the qualified biologist.



**MM 4.4.6** Avoid/Minimize Effects on Western Pond Turtles.

Prior to commencement of any earth disturbance, all construction personnel shall receive training from a qualified biologist on identification of western pond turtles and procedures to be implemented in the event that western pond turtles are encountered during construction activities.

In the event that western pond turtles enter a 100-foot buffer of on-going construction activities, a qualified biologist shall be contacted and construction activities shall be halted within 50 feet of the turtle until the turtle is confirmed to have left the project area or is relocated by the qualified biologist.

**MM 4.4.7** Limit the Period for In-Water Work.

In-water work shall be limited to the period between April 15 and January 31, or as may otherwise be specified by CDFW, USACE, and/or the RWQCB. If work is proposed outside of the specified time period, the County shall obtain approval from these agencies prior to conducting the work.

**MM 4.4.8** Construction Measures to Ensure Retention of Oak Trees.

The following measures shall be implemented to ensure retention of the oak trees that are designated for preservation. The County shall ensure compliance through the enforcement of contractual obligations:

- a. Fencing shall be provided at least 6 feet outside of the dripline of all trees to be preserved. The fencing is to remain throughout construction.
- b. No storage of materials that may be harmful to oak trees shall occur within the fenced area.
- c. No construction activities (grading, cutting or trenching), including vehicle parking or materials stockpiling, shall occur within the fenced area.

**MM 4.4.9** Avoid/Minimize the Potential for Introduction and Spread of Noxious Weeds.

The potential for introduction and spread of noxious weeds shall be avoided/minimized by:

- a. Using only certified weed-free erosion control materials, mulch, and seed.
- b. Limiting any import or export of fill material to material that is known to be weed free.
- c. Requiring the construction contractor to thoroughly wash all equipment at a commercial wash facility prior to entering the County. If the equipment has most recently been used within the County, cleaning is not required.

**MM 4.4.10** Avoid/Minimize the Potential for Introduction and Spread of Invasive Freshwater Mollusks.

The potential for introduction and spread of invasive freshwater mollusks (quagga mollusks and zebra mollusks) shall be avoided/minimized by utilizing only vessels that have been cleaned, drained of all standing water, dried thoroughly, and determined not to harbor mussels prior to placement into the Pit River. Vessels that harbor mussels shall undergo treatment to eradicate the mussels completely by being placed into dry storage for a minimum of five days prior to their next planned use.

**MM 4.4.11** Avoid Disturbing Nesting Birds During Bridge Construction/Demolition.

Well in advance of project construction, abandoned swallow nests shall be removed from the bridge in accordance with the conditions prescribed in Mitigation Measure **MM 4.4.4**. After the nests are removed, and prior to April 15, bird nesting deterrents shall be installed on the bridge. Shasta County may utilize one or more types of deterrents to prevent birds from nesting on the bridge, including the use of bioacoustic deterrents (e.g., broadcast calls), installation of exclusionary materials (e.g., Teflon or plastic sheeting, mesh netting, or other

materials that would not entangle birds) in the fall or winter prior to construction, and/or removal of partially constructed nests following confirmation by a qualified biologist that no eggs or chicks are present (completed nests shall not be removed). Any installation of exclusionary materials to prevent bird nesting shall be coordinated with the bat biologist to ensure that day-roosting bats (if present) are not trapped inside the bridge.

**MM 4.4.12 Avoid Disturbing Nesting Birds During Vegetation Removal or Ground Disturbance.**

In order to avoid impacts to nesting migratory birds and/or raptors protected under the federal Migratory Bird Treaty Act of 1918 and California Fish and Game Code §3503, including their nests and eggs, the following measures shall be implemented:

- c. With the exception of trees providing suitable bat roosting habitat that shall be removed only between March 1 and April 15, or between September 1 and October 15, in accordance with **Mitigation Measure 4.4.3**, vegetation removal and other ground-disturbance activities associated with construction shall occur between September 1 and January 31 when birds are not nesting; or
- d. If vegetation removal or ground disturbance activities occur during the nesting season, a pre-construction nesting survey shall be conducted by a qualified biologist to identify active nests in and adjacent to the work area. The survey shall take into account acoustic impacts and line-of-sight disturbances occurring as a result of the project in order to determine a sufficient survey radius to avoid nesting birds. The results of the survey shall be submitted to the California Department of Fish and Wildlife upon completion. The survey shall be conducted no more than one week prior to the initiation of construction. If construction activities are delayed or suspended for more than one week after the pre-construction survey, the site shall be resurveyed.

If active nests are found, Shasta County shall consult with the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service regarding appropriate action to comply with the Migratory Bird Treaty Act and California Fish and Game Code §3503. Compliance measures may include, but are not limited to, exclusion buffers, sound-attenuation measures, seasonal work closures based on the known biology and life history of the species identified in the survey, as well as ongoing monitoring by biologists.

**DOCUMENTATION**

**California Department of Fish and Wildlife.** 2015. California Regional Conservation Plans. <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=68626&inline>. Accessed November 2016.

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## 4.5 CULTURAL RESOURCES

Would the project:

Issues and Supporting Evidence	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### REGULATORY CONTEXT

**Shasta County General Plan:** Chapter 6.10 (Heritage Resources).

**Objective HER-1** Protection of significant prehistoric and historic cultural resources.

**Policy HER-a** Development projects in areas of known heritage value shall be designed to minimize degradation of these resources. Where conflicts are unavoidable, mitigation measures which reduce such impacts shall be implemented. Possible mitigation measures may include clustering, buffer or nondisturbance zones, and building siting requirements.

### **Section 106 of the National Historic Preservation Act (NHPA)**

Section 106 of the NHPA, as amended, and its implementing regulations require federal agencies to identify cultural resources that may be affected by actions involving federal lands, funds, or permitting

actions. Shasta County is applying for funding for the proposed Project through the Federal Highway Administration, Caltrans Local Assistance Program; therefore, the Proposed Project is subject to Section 106 review.

The significance of the resources must be evaluated using established criteria as described below. If a resource is determined to be a *historic property*, Section 106 of the NHPA requires that effects of the undertaking on the resource be determined. A historic property is:

*...any prehistoric or historic district, site, building, structure or object included in, or eligible for inclusion in the National Register of Historic Places, including artifacts, records, and material remains related to such a property. (NHPA Sec. 301[5])*

Section 106 of the NHPA prescribes specific criteria for determining whether an undertaking would adversely affect prehistoric or historic archaeological sites, structures, or objects that are National Register of Historic Places (NRHP) listed, or eligible for NRHP listing. An impact is considered significant if it results in any of the following:

- a. Physical destruction or damage to all or part of the property;
- b. Alteration of a property;
- c. Removal of the property from its historic location;
- d. Change of the character of the property's use or of physical features within the property's setting that contribute to its historic significance;
- e. Introduction of visual, atmospheric, or audible elements that diminish the integrity of the property's significant historic features; and/or
- f. Neglect of a property that causes its deterioration; and the transfer, lease, or sale of the property.

If it is determined that a project will adversely affect a historic property, feasible mitigation measures must be incorporated. The State Historic Preservation Officer (SHPO) must be provided an opportunity to review and comment on these measures prior to commencement of the proposed Project.

### **National Register of Historic Places (NRHP)**

The eligibility of a resource for listing in the NRHP is determined by evaluating the resource using criteria defined in 36 CFR 60.4 as follows:

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- a. That are associated with events that have made a significant contribution to the broad patterns of our history;
- b. That are associated with the lives of persons significant in our past;
- c. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- d. That has yielded, or may be likely to yield, information important to prehistory or history.

Sites younger than 50 years, unless of exceptional importance, are not eligible for listing in the NRHP. In addition to meeting at least one of the criteria outlined above, the property must also retain enough

integrity to enable it to convey its historic significance. To retain integrity, a property will always possess several, and usually most, of the seven aspects of integrity noted above.

### **California Environmental Quality Act (CEQA)**

CEQA requires that, for projects financed by or requiring the discretionary approval of public agencies in California, the effects that a project has on historical and unique archaeological resources be considered (Public Resources Code [PRC] Section 21083.2). Historical resources are defined as buildings, sites, structures, or objects, each of which may have historical, architectural, archaeological, cultural, or scientific importance. Section 15064.5 of the CEQA Guidelines defines three cases in which a property may qualify as a historical resource for the purpose of CEQA review:

- a. The resource is listed in or determined eligible for listing in the California Register of Historical Resources (CRHR).
- b. The resource is included in a local register of historic resources, as defined in section 5020.1(k) of the PRC, or is identified as significant in a historical resources survey that meets the requirements of section 5024.1(g) of the PRC (unless the preponderance of evidence demonstrates that the resource is not historically or culturally significant).
- c. The lead agency determines that the resource may be a historical resource as defined in PRC section 5020.1(j), or 5024.1, or may be significant as supported by substantial evidence in light of the whole record. Section 5024.1 defines eligibility requirements and states that a resource may be eligible for inclusion in the CRHR if it:
  - Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
  - Is associated with the lives of persons important in our past;
  - Embodies the distinctive characteristics of a type, period, region, or method of construction, represents the work of an important creative individual, or possesses high artistic values; or
  - Has yielded, or may be likely to yield, information important in prehistory or history.

Resources must retain integrity to be eligible for listing on the CRHR. Resources that are listed in or eligible for listing in the NRHP are considered eligible for listing in the CRHR, and thus are significant historical resources for the purposes of CEQA (PRC section 5024.1(d)(1)).

PRC Section 21083.2 governs the treatment of a unique archaeological resource, which is defined as an archaeological artifact, object, or site about which it can be clearly demonstrated that it meets any of the following criteria:

- a. It contains information needed to answer important scientific research questions, and there is a demonstrable public interest in that information.
- b. It has a special and particular quality such as being the oldest of its type or the best example of its type.
- c. It is directly associated with a scientifically recognized important prehistoric or historic event or person.

### **DISCUSSION OF IMPACTS**

#### **Questions A and B**

The proposed Project involves funding from the Federal Highway Administration (FHWA) and federal permitting by the U.S. Army Corps of Engineers (ACOE). Pursuant to 23 U.S. Code §326, the Secretary of Transportation has assigned, and the State of California has accepted, federal Lead

Agency responsibility for environmental review, consultation, and coordination. Therefore, cultural resource studies for the proposed project were completed in coordination with the Caltrans Office of Local Assistance as the designated federal Lead Agency representative.

As further described below, work conducted by ENPLAN included establishment of an appropriate study area boundary, a records search, Native American consultation, and field evaluation, resulting in preparation of an Archaeological Survey Report (ASR).

#### **Area of Direct Impact (ADI) / Area of Potential Effects (APE)**

The Area of Direct Impacts (ADI) is a term used to describe known areas of planned direct impact, such as those depicted on engineering plans. The Area of Potential Effects (APE) is generally a broader geographic area, and may include additional properties that could be indirectly affected by visual, audible, or atmospheric intrusions; shadow effects; vibrations from construction activities; or change in access or use. Cultural resource studies for the proposed project focused on the broader APE; separate APEs were delineated for the Bridge Site and the Borrow Site, each encompassing enough area to satisfy the concerns of agencies that have cultural resources review responsibilities for the project.

The APE for the Bridge Site includes areas for staging, utility relocation, bridge demolition, and sufficient area for construction. The Bridge Site APE is approximately 20 acres in area, and measures approximately 1,730 feet in length and up to approximately 950 feet in width. The Borrow Site APE is approximately 2.9 acres in area, and measures approximately 525 feet in length and approximately 300 feet in width.

The vertical APE (i.e., that associated with the potential for buried cultural resources) is based upon the existing topography, geological history, site development history, and the engineering design of the project. The vertical APE of a project is related to the proposed excavations associated with the project. The maximum anticipated depth of vertical disturbance associated with bridge construction is 60 feet for installation of CIDH piles at Bent 2 and Bent 3. No vertical disturbance would occur at the Borrow Site.

#### **Records Search**

The following sources were consulted to obtain information concerning known archaeological sites, historic properties, and historic activities within and/or adjacent to the study area: the Northeastern Center of the California Historical Resources Information System at California State University, Chico (NEIC/CHRIS); National Register of Historic Places; the California Register of Historical Resources; California Inventory of Historic Resources; California Historical Landmarks; California Points of Historical Interest; Caltrans Historic Highway Bridge Inventory; Caltrans Cultural Resources Database; the California State Library; records on file at PG&E's Chico offices; the Shasta County Historical Society; the Fort Crook Museum; the Shasta County Planning Department; and the Shasta County Recorder's Office.

The records search identified the following:

- 12 cultural studies have been completed within a one-mile radius of the APE.
- 32 cultural resources have been mapped within one mile of the APE.
- An ethnographic village referenced in ethnographic accounts as *Ajumawi* or *Miyawyakse* was identified in the general project vicinity.
- The existing Pit River Bridge (6C0039) has been inventoried by Caltrans and determined not eligible for listing in the National Register of Historic Places.

### **Native American Consultation**

Native American consultation was initiated in March 2010. In response to ENPLAN's request for information, on March 8, 2010, the Native American Heritage Commission (NAHC) indicated that a search of the Sacred Lands File revealed one known Native American cultural resource within the general vicinity of the APE. The NAHC also provided contact information for several Native American representatives and organizations, who were contacted by ENPLAN with a request to provide comments on the proposed Project. As further discussed in Section 4.17 (Tribal Cultural Resources), following approval of Assembly Bill 52 in September 2014, additional consultation was undertaken by Shasta County directly with the Pit River Tribe/Ajumawi Band.

### **Field Evaluation**

Archaeological fieldwork undertaken by ENPLAN consisted of a survey of the Area of Potential Effects (APE) to identify cultural and historical resources that would be potentially affected by the proposed Project. Given the density of vegetation and limited ground visibility, surveys were conducted on several occasions to ensure that adequate coverage was provided.

### **Conclusions and Mitigation**

As a result of the cultural resources survey and consultation efforts, it was determined that bridge construction has the potential to affect historic properties, as defined by the NHPA. Observed resources included historic buildings on both sides of the river, the Knoch diversion canal and pipeline, and other resources. In addition, research identified the former presence of various historic structures in and adjacent to the bridge APE, including a sawmill, grist mill, flour mill, powerhouse, PG&E buildings, ranch buildings, and associated features.

Further, consultation revealed that the Bridge Site and surroundings lands are included within a broadly mapped Traditional Cultural Property (TCP), known as the Ajumawi Settlement Area, which was designated to recognize Native American use of the region extending back to prehistoric times; the ADI includes a fraction of the extensive Ajumawi Settlement Area TCP. The cultural resource identified in the NAHC's Sacred Lands File is located well outside the APE and will not be affected by project implementation.

As stated above, the FHWA has assigned Caltrans responsibility for environmental review, consultation, and coordination for the proposed Project. In addition, pursuant to the January 1, 2014, *First Amended Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Section 106 PA), Caltrans has on-going responsibilities for Section 106 compliance.

Caltrans has consulted with the State Office of Historic Preservation regarding the Project's potential to affect Traditional Cultural Properties; and has determined that preparation of a Programmatic Agreement (PA) for the proposed Project is the appropriate means to ensure identification and evaluation of inadvertent discoveries of historic properties within the APE; and to provide for the resolution of any adverse effects on identified historic properties subsequent to approval of the Project.

To this end, the *Programmatic Agreement between the California Department of Transportation and the California State Historic Preservation Officer Regarding the Cassel-Fall River Road Bridge Replacement Project in the Town of Fall River Mills, County of Shasta, California* (PA) was prepared for the proposed Project. Signatories to the PA include Caltrans, the Ajumawi Band of the Pit River Tribe, and Shasta County.

**Mitigation Measure MM 4.5.1** requires the County to coordinate with Caltrans to ensure compliance with the approved PA; therefore, impacts to cultural resources would be less than significant.

**Question C**

A geomorphological study was completed by Far Western Anthropological Research Group (FWARG) to identify the potential for buried cultural soils within Caltrans District 2, including the Fall River Valley (Meyer 2013). Soils to the west and south of the confluence of the Pit and Fall Rivers (Jellycamp-Lassen-Longcreek complex, Jellycamp-Olloerivas complex, Lava Flow-Gassaway complex, and Rubble Land-Argixerolls-Rock Outcrop) were determined to date to the Late or Older Pleistocene (1.9 million – 25,000 B.P.). There is no evidence to indicate human occupation of the Fall River Valley prior to the Holocene; therefore, Pleistocene soils in the area of the Borrow Site have a low potential for buried cultural deposits. Soils north and east of the confluence date to the Early Holocene (Pittville soils and Winnibulli-Burman Complex), Late Holocene (Henhill soils), and Recent Holocene (Pit silty clay). Later, less-developed Holocene soils are much more likely to contain buried cultural deposits than are earlier Pleistocene soils.

Although no unique geologic features, or paleontological sites are known to exist in the Project area, implementation of **Mitigation Measure MM 4.5.2** would ensure that potential impacts to paleontological resources that may be inadvertently discovered during construction would be less than significant.

**Question D**

One privately owned cemetery is located in the general project vicinity. The cemetery is well outside the APE and will not be affected by project implementation. However, it is always possible that undocumented human remains could be encountered during subsurface excavations within the APE. Implementation of **Mitigation Measures MM 4.5.1 and MM 4.5.3** would ensure that impacts are less than significant.

**CUMULATIVE IMPACTS**

Cumulative projects in the vicinity of the Project area have the potential to impact cultural resources. Archaeological and historic resources are afforded special legal protections designed to reduce the cumulative effects of development. Cumulative projects and the proposed Project are subject to the protection of cultural resources afforded by the *CEQA Guidelines* Section 15064.5 and related provisions of the PRC. In addition, projects with federal involvement are subject to Section 106 of the NHPA.

Given the non-renewable nature of cultural resources, any impact to protected sites could be considered cumulatively considerable. However, **Mitigation Measures MM 4.5.1** through **MM 4.5.3** address the inadvertent discovery of cultural resources and human remains and provide for avoidance and/or mitigation of Project effects on such resources. Therefore, with implementation of the proposed mitigation measures, the Project would have less than significant cumulative impacts to cultural resources.

**MITIGATION**

**MM 4.5.1** Prior to commencement of any ground disturbance, the *Programmatic Agreement between the California Department of Transportation and the California State Historic Preservation Officer Regarding the Cassel-Fall River Road Bridge Replacement Project in the Town of Fall River Mills, County of Shasta, California* (PA), shall be executed, with Shasta County as a signatory to the PA.

Shasta County shall continue to coordinate with Caltrans (the designated federal Lead Agency for the project) throughout the duration of Project construction to ensure that the County fulfills its responsibilities outlined in the PA.

**MM 4.5.2** If any previously unevaluated cultural or paleontological resources (i.e., burnt animal bone, midden soils, projectile points or other humanly-modified lithics, historic artifacts,



fossils, etc.) are encountered, all earth-disturbing work shall stop within 7.6 meters (25 feet) of the find until a qualified archaeologist, or paleontologist if the find is a paleontological resources, can make an assessment of the discovery and recommend/implement mitigation measures as necessary.

- MM 4.5.3** If any human remains are encountered during any phase of construction, all earth-disturbing work shall stop within 20 meters (66 feet) of the find. The county coroner shall be contacted to determine whether investigation of the cause of death is required as well as to determine whether the remains may be Native American in origin. Should Native American remains be discovered, the county coroner must contact the Native American Heritage Commission (NAHC). The NAHC will then determine those persons it believes to be most likely descended from the deceased Native American(s). Together with representatives of the people of most likely descent, a qualified archaeologist shall make an assessment of the discovery and recommend/implement mitigation measures as necessary.

## **DOCUMENTATION**

**ENPLAN.** 2012. Archaeological Survey Report for the Cassel-Fall River Road Bridge (6C0039) Replacement Project over the Pit River, Shasta County, California. Prepared for Shasta County (Confidential Document).

**Meyer, Jack.** 2013. A Geoarchaeological Overview and Assessment of Northeast California: Cultural Resources Inventory of Caltrans District 2 Rural Conventional Highways: Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity Counties. Vol. II. Far Western Anthropological Research Group, Inc. Report on file, Caltrans District 2 Office, Redding, California (Confidential Document).

## **4.6 GEOLOGY AND SOILS**

Would the project:

<b>Issues and Supporting Evidence</b>	<b>Potentially Significant Impact</b>	<b>Potentially Significant Unless Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death, involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### **REGULATORY CONTEXT**

**Shasta County General Plan:** Chapter 5.1 (Seismic and Geologic Hazards).

#### **Objectives:**

- SG-1** Protection of all development from seismic hazards by developing standards for the location of development relative to these hazards; and protection of essential or critical structures, such as schools, public meeting facilities, emergency services, high-rise and high-density structures, by developing standards appropriate for such protection.
- SG-2** Protection of development on unstable slopes by developing standards for the location of development relative to these hazards.
- SG-3** Protection of development from other geologic hazards, such as volcanoes, erosion, and expansive soils.
- SG-4** Protection of waterways from adverse water quality impacts caused by development on highly erodible soils.

#### **Policies:**

- SG-d** Shasta County shall develop and maintain standards for erosion and sediment control plans for new land use development. Special attention shall be given to erosion prone hillside areas, including those with extremely erodible soils types such as those evolved from decomposed granite.
- SG-e** When soil tests reveal the presence of expansive soils, engineering design measures designed to eliminate or mitigate their impacts shall be employed.

### **California Alquist-Priolo Earthquake Fault Zoning Act**

The Alquist-Priolo Earthquake Fault Zoning Act was passed to mitigate the hazard of surface faulting to structures. The act's main purpose is to prevent the construction of buildings used for human occupancy on the surface trace of active faults. The act addresses only the hazard of surface fault rupture and is not directed toward other earthquake hazards. Before a project can be permitted in a designated Alquist-Priolo Fault Study Zone, cities and counties must require a geologic investigation to demonstrate that proposed buildings would not be constructed across active faults.

### **California Seismic Hazards Mapping Act**

The California Seismic Hazards Mapping Act of 1990 (PRC §2690–2699.6) addresses seismic hazards other than surface rupture, such as liquefaction and induced landslides. The Seismic Hazards Mapping Act specifies that the lead agency for a project may withhold development permits until geologic or soils investigations are conducted for specific sites and mitigation measures are incorporated into plans to reduce hazards associated with seismicity and unstable soils.

### **National Pollutant Discharge Elimination System Permit (NPDES)**

The SWRCB administers regulations and permitting for the USEPA for pollution generated from stormwater under the National Pollutant Discharge Elimination System (NPDES). The CVRWQCB implements these regulations and requires that an operator of any construction activities with ground disturbances of one acre or more obtain a General Permit through the NPDES Stormwater Program. The General Permit requires the implementation of Best Management Practices (BMPs) to reduce sedimentation into surface waters and to control erosion. The preparation of a Stormwater Pollution Prevention Plan (SWPPP) addresses control of water pollution that includes the effects of sediments in the water during construction activities.

### **California Building Standards Code**

The State of California provides minimum standards for building design through the California Building Standards Code (CBSC). Where no other building codes apply, Chapter 29 regulates excavation, foundations, and retaining walls. The CBSC also applies to building design and construction in the state and is based on the International Building Code (IBC) used widely throughout the country. The CBSC has been modified for California conditions with numerous more detailed and/or more stringent regulations.

## **DISCUSSION OF IMPACTS**

### **Question A**

#### **i and ii)**

According to the Alquist-Priolo Earthquake Fault Zoning Map for Shasta County, there are no Alquist-Priolo Special Study Zones in the Project area. The California Geologic Map shows a north-striking fault trace approximately 0.5 miles west of the bridge. The California Fault Activity Map shows this as a Quaternary fault (age undifferentiated). These faults have not shown evidence of displacement within Holocene time (during the past 11,700 years). The closest active fault to the Project area is the McArthur fault, approximately 4.5 miles to the northeast.

According to the *Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan*, fault lines located in southern and eastern Shasta County could produce low to moderate ground shaking, which is the principal cause of damage in a seismic event and could catalyze dam failures, landslides, and fires. However, earthquake activity has not been a serious hazard in Shasta County's history. There has been no significant damage or loss of life due to earthquakes occurring near or in the County. To date, there have been no reported surface ruptures in the immediate Project area.

In addition, as stated in the Final Foundation Report (Crawford 2017), to ensure that potential seismically-induced hazards do not affect the proposed replacement bridge, Caltrans "Seismic Design Criteria" (SDC 1.7) are incorporated into the project design. Compliance with these standards ensures that potential impacts related to seismic ground shaking or seismic-related ground failure, are less than significant.

#### **iii)**

Liquefaction results from an applied stress on the soil, such as earthquake shaking or other sudden change in stress condition, and is primarily associated with saturated, cohesionless soil

layers located close to the ground surface. During liquefaction, soils lose strength and ground failure may occur. This is most likely to occur in alluvial (geologically recent, unconsolidated sediments) and stream channel deposits, especially when the groundwater table is high.

According to the Final Foundation Report (Crawford 2017), soils testing at the Bridge Site, which included drilled, sampled, and logged test borings, revealed that loose granular and soft soils that are potentially susceptible to liquefaction are present at the Bridge Site. However, based on the overall soil/rock and groundwater conditions encountered in the test borings, combined with implementation of recommendations for bridge foundations, the potential for liquefaction to adversely affect the proposed bridge is low. Therefore, impacts would be less than significant.

iv)

According to the *Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan*, landslides may occur throughout Shasta County but are more prevalent in the eastern and northern portions of the County and are commonly related to the sedimentary and volcanic rocks in these vicinities. However, as stated in the Final Foundation Report (Crawford 2017), there are no unique geologic conditions at the Bridge Site that make the area susceptible to landslides. Therefore, impacts would be less than significant.

**Question B**

Construction of the proposed Project would involve excavation, grading activities, dewatering, and installation of Project components, which would result in the temporary disturbance of soil and would expose disturbed areas to potential storm events. This could generate accelerated runoff, localized erosion, and sedimentation. In addition, construction activities could expose soil to wind erosion that could adversely affect on-site soils and the revegetation potential of the area. According to the Natural Resources Conservation Service, soils mapped within the Project Area are shown in **Table 4.6-1**. None are shown to have a high potential for erosion.

The County is required to comply with the SWRCB NPDES General Permit that requires completion of a SWPPP prior to construction. The SWPPP would include a detailed, site-specific listing of the potential sources of stormwater pollution and implementation of BMPs to control erosion and sedimentation and prevent damage to streams, watercourses and aquatic habitat.

Because BMPs for erosion and sediment control would be implemented in accordance with existing requirements, the potential for soil erosion and loss of top soil would be less than significant.

**TABLE 4.6-1**  
**Soil Type and Characteristics**

Soil Name	Landform and Parent Material	Erosion Potential	Drainage	Surface Runoff	Permeability	Shrink-Swell Potential
<b>Bridge Site</b>						
Henhill silt loam, partially drained, 0-2% slope (184)	Stream terraces; alluvium derived from igneous rock	Slight	Somewhat poor	High	Moderately slow	Moderate
Pit silty clay, drained, 0-2% slope (279)	Basin floors; fine textured alluvium derived from igneous rock	Slight	Poorly drained	Low	Slow	High
Pittville sandy loam, 0-2% slope (282)	Stream terraces; alluvium derived from igneous rock	Slight	Well-drained	High	Moderately slow	Moderate
Winnibulli-Burman complex, 0-5% slopes (332)	Fan terraces; alluvium derived from igneous rock	Slight	Somewhat poor	High	Slow	Moderate to High
<b>Borrow Site</b>						
Jellico-Lava flows, complex, 5-15% slope (194)	Lava plateaus; tephra	None to Slight	Well-drained	High	Moderate	Low

Sources: U.S. Department of Agriculture, Natural Resources Conservation Service, 2017; U.S. Department of Agriculture, Soil Survey of Intermountain Area, California, 2000.

### Questions C and D

The Final Foundation Report (Crawford 2017) presents the results of subsurface exploration, laboratory soils testing, and engineering analysis for structure foundations and roadway approaches, and concludes that no over-riding geologic hazards (e.g., faulting, landslides, severe erosion, subsidence, etc.) were identified by either published geologic mapping or site reconnaissance performed for the study. Although some of the soils in the Bridge Site have a moderate to high shrink-swell potential, the site is considered adequately stable with incorporation of recommendations included in the Final Foundation Report. The Report recommends that a Certified Engineering Geologist should observe rock excavations to evaluate the potential need to flatten (or otherwise modify) rock slopes if adverse discontinuity conditions are exposed during construction.

As required by **Mitigation Measure MM 4.6.1**, final bridge construction plans will be reviewed by a qualified geotechnical engineer to ensure all recommendations in the Final Foundation Report are incorporated. **Mitigation Measure MM 4.6.2** requires site earthwork activities (including site preparation, placement of engineered fill and trench backfill, construction of slab and pavement subgrades, and all foundation excavations) to be monitored by a certified engineering geologist or other qualified professional approved by the County.

In addition, although blasting is not expected to be required, work on the west side of the bridge would be in fractured rock material, and the need for blasting is a possibility. As called for in **Mitigation Measure MM 4.6.3**, if blasting is required, it would be conducted under the direct supervision of a blaster holding a current license issued by Cal/OSHA; a blasting plan subject to approval by Shasta County would be provided in advance so that the County can ensure that potential concerns with respect to noise, vibration, safety, and security are adequately addressed.

Incorporation of **Mitigation Measure MM 4.6.1 – 4.6.3** will ensure that impacts are less than significant.

### Question E

The proposed Project does not include the installation or use of alternative wastewater disposal systems. Therefore, there would be no impact.

## **CUMULATIVE IMPACTS**

Completion of the proposed Project and other potential cumulative projects in the region, including growth resulting from build-out of the County General Plan, could result in increased erosion and soil hazards and could expose additional structures and people to seismic hazards. However, these impacts can be fully mitigated with implementation of construction-related erosion control programs, incorporation of standard seismic safety measures, and adherence to recommendations included in the Final Foundation Report; therefore, cumulative impacts are less than significant.

## **MITIGATION**

- MM 4.6.1** Recommendations included in the Final Foundation Report for the proposed Project shall be incorporated into the final improvement plans. The improvement plans shall be reviewed by a qualified geotechnical engineer to ensure all recommendations included in the final Foundation/Geotechnical Report are implemented. Applicable notes shall be placed on the attachment sheet to the Improvement Plans.
- MM 4.6.2** Site earthwork activities (including site preparation, placement of engineered fill and trench backfill, construction of slab and pavement subgrades, and all foundation excavations) shall be monitored by a certified engineering geologist or other qualified professional approved by the Shasta County Public Works Director, as recommended in the Final Foundation Report.
- MM 4.6.3** If blasting is proposed, all work shall be conducted under the direct supervision of a blaster holding a current license issued by Cal/OSHA; a blasting plan subject to approval by Shasta County shall be provided in advance so that the County can ensure that potential concerns with respect to noise, vibration, safety, and security are adequately addressed.

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## 4.7 GREENHOUSE GAS EMISSIONS

Would the project:

Issues and Supporting Evidence	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### REGULATORY CONTEXT

#### **Shasta County**

Shasta County developed a draft Shasta Regional Climate Action Plan in August 2012. The plan shows that the County would achieve a reduction in GHG emissions in the year 2020 below 2008 business as usual (BAU) emissions with the implementation of state and federal reduction measures. The CAP provides additional GHG reduction measures to further reduce GHG emissions beyond 2020. The County has not adopted thresholds of significance for greenhouse gases. According to SCAQMD staff, the District's greenhouse gas policy is to quantify, minimize, and mitigate greenhouse gas emissions, as feasible.

#### **Assembly Bill 32 (Global Warming Solutions Act of 2006)**

In adopting the California Global Warming Solutions Act of 2006 (AB 32), the California state legislature established a cap on statewide GHG emissions and set forth a regulatory framework to achieve the corresponding reduction in statewide emission levels. The first GHG target called on the state to reduce emissions to 1990 levels by 2020. As required by AB 32, in 2008, CARB adopted the initial Climate Change Scoping Plan that identified how emissions reductions would be achieved via regulations, market mechanisms, and other actions. AB 32 requires that the Scoping Plan be updated every five years.

### **California Executive Order (EO) S-3-05**

EO S-03-05 was signed by the Governor on June 1, 2005, and established the goal of reducing GHG emissions to 2000 levels by 2010, to 1990 levels by 2020, and to 80 percent below 1990 levels by 2050. CARB's first update to the Climate Change Scoping Plan (2014) set the groundwork to reach post-2020 goals set forth in the Executive Order and also identified the need for a 2030 mid-term target to establish a continuum of actions to maintain and continue reductions, rather than only focusing on targets for 2020 or 2050.

### **California Executive Order B-30-15**

EO B-30-15 was signed by the Governor on April 29, 2015. It sets interim GHG targets of 40 percent below 1990 by 2030, to ensure California will meet its 2050 target set by EO S-3-05. It also directs CARB to update the Climate Change Scoping Plan to incorporate the 2030 target.

In November 2017, CARB released the final proposed 2017 Scoping Plan Update that includes the strategy to achieve California's 2030 GHG target. The 2017 Scoping Plan is scheduled for final approval by CARB on December 14, 2017.

### **Senate Bill 350 (SB 350)**

SB 350, which was enacted in October 2015, codifies the 2030 GHG targets set by EO B-30-15. To help meet these goals, SB 350 requires that the amount of electricity generated and sold from eligible renewable energy sources be increased from 33 percent by 2020 to 50 percent by 2030.

### **Senate Bill 32/Assembly Bill 197**

These two bills were signed into legislation on September 8, 2016. SB 32 requires CARB to reduce greenhouse gases to 40 percent below the 1990 levels by 2030 and requires that greenhouse gas emissions reductions be achieved in a manner that benefits the state's most disadvantaged communities.

AB 197 provides more legislative oversight of CARB by adding two new legislatively appointed non-voting members to the CARB Board and limiting the term length of Board members to six years; establishes reporting/transparency requirements; and requires protection of disadvantaged communities and the consideration of the social costs of GHG emissions.

### **Senate Bill 375 (Sustainable Communities and Climate Protection Act of 2008)**

SB 375 supports the State's climate action goals to reduce GHG emissions through coordinated transportation and land use planning. Under SB 375, the CARB sets regional targets for the reduction of GHG emissions from passenger vehicle use.

### **CEQA Guidelines**

Section 15064.4 of the CEQA Guidelines states a lead agency has the discretion to determine whether to use a model or methodology to quantify GHG emissions or to rely on a qualitative or performance-based standard. The GHG analysis should consider 1) the extent to which the project may increase or reduce GHG emissions as compared to the existing environmental setting; 2) whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project and 3) the extent to which the project complies with any regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of GHG emissions.

If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project.



**Greenhouse Gases Defined**

**Table 4.7-1** provides descriptions of the GHGs identified in California Health and Safety Code Section 38505(g).

**TABLE 4.7-1  
Greenhouse Gases**

<b>Greenhouse Gas</b>	<b>Description</b>
Carbon Dioxide (CO <sub>2</sub> )	Carbon dioxide (CO <sub>2</sub> ) is the primary greenhouse gas emitted through human activities. In 2014, CO <sub>2</sub> accounted for about 80.9 percent of all U.S. greenhouse gas emissions from human activities. The main human activity that emits CO <sub>2</sub> is the combustion of fossil fuels (coal, natural gas, and oil) for energy and transportation, although certain industrial processes and land-use changes also emit CO <sub>2</sub> .
Methane (CH <sub>4</sub> )	Methane (CH <sub>4</sub> ) is the second most prevalent greenhouse gas emitted in the United States from human activities. Methane is emitted by natural sources such as wetlands, as well as human activities such as the raising of livestock, the production, refinement, transportation and storage of natural gas, methane in landfills as waste decomposes, and in the treatment of wastewater.
Nitrous Oxide (N <sub>2</sub> O)	In 2014, nitrous oxide (N <sub>2</sub> O) accounted for about 6 percent of all U.S. greenhouse gas emissions from human activities. Nitrous oxide is naturally present in the atmosphere as part of the Earth's nitrogen cycle. Human activities such as agricultural soil management (adding nitrogen to soil through use of synthetic fertilizers), fossil fuel combustion, wastewater management, and industrial processes are also increasing the amount of N <sub>2</sub> O in the atmosphere.
Hydrofluorocarbons (HFCs)	Hydrofluorocarbons (HFCs) are man-made chemicals, many of which have been developed as alternatives to ozone-depleting substances for industrial, commercial, and consumer products such as refrigerants, aerosol propellants, solvents, and fire retardants. They are released into the atmosphere through leaks, servicing, and disposal of equipment in which they are used.
Perfluorocarbons (PFCs)	Perfluorocarbons (PFCs) are colorless, highly dense, chemically inert, and nontoxic. There are seven PFC gases: perfluoromethane (CF <sub>4</sub> ), perfluoroethane (C <sub>2</sub> F <sub>6</sub> ), perfluoropropane (C <sub>3</sub> F <sub>8</sub> ), perfluorobutane (C <sub>4</sub> F <sub>10</sub> ), perfluorocyclobutane (C <sub>4</sub> F <sub>8</sub> ), perfluoropentane (C <sub>5</sub> F <sub>12</sub> ), and perfluorohexane (C <sub>6</sub> F <sub>14</sub> ). Perfluorocarbons are produced as a byproduct of various industrial processes associated with aluminum production and the manufacturing of semiconductors.
Sulfur Hexafluoride (SF <sub>6</sub> )	Sulfur hexafluoride (SF <sub>6</sub> ) is an inorganic compound that is colorless, odorless, nontoxic, and generally nonflammable. SF <sub>6</sub> is primarily used in magnesium processing and as an electrical insulator in high voltage equipment. The electric power industry uses roughly 80 percent of all SF <sub>6</sub> produced worldwide.
Nitrogen Trifluoride (NF <sub>3</sub> )	Nitrogen trifluoride is a colorless, odorless, nonflammable gas that is highly toxic by inhalation. It is one of several gases used in the manufacture of liquid crystal flat-panel displays, thin-film photovoltaic cells and microcircuits.

## **DISCUSSION OF IMPACTS**

### **Question A**

All greenhouse gases are not equal and each has a unique atmospheric lifetime and heat-trapping potential. For this reason, each GHG is assigned a global warming potential (GWP). Gases with a high GWP, such as HFCs, PFCs, and SF<sub>6</sub>, are the most heat absorbent. For example, methane traps over 21 times more heat per molecule than CO<sub>2</sub>, and N<sub>2</sub>O absorbs 310 times more heat per molecule than CO<sub>2</sub>. The atmospheric lifetime of methane is approximately 12 years, whereas perfluoromethane has an atmospheric lifetime of up to 50,000 years. The GWP metric is used to convert all GHGs into CO<sub>2</sub> equivalent (CO<sub>2</sub>e) units, which allows policy makers to compare impacts of GHG emissions on an equal basis.

Because there are no local quantitative GHG thresholds, predicted Project-related GHG emissions were compared to thresholds established by the Bay Area Air Quality Management District and Sacramento Metropolitan Air Quality Management District as shown in **Table 4.7-2**. Both Shasta County and Sacramento County are located in the SVAB. These thresholds are tied directly to AB 32 and state-wide emissions reduction goals for 2020.

**TABLE 4.7-2  
Greenhouse Gas Emissions Thresholds**

<b>Category</b>	<b>Bay Area AQMD</b>	<b>Sacramento Metropolitan AQMD</b>
<b>Construction</b>	None Recommended	1,100 tons/year CO <sub>2</sub> e
<b>Stationary Sources (Operation)</b>	10,000 metric tons/year CO <sub>2</sub> e	10,000 metric tons/year CO <sub>2</sub> e
<b>Land Use Projects</b>	1,100 metric tons/year CO <sub>2</sub> e or 4.6 tons CO <sub>2</sub> e/service population/year	1,100 metric tons/year CO <sub>2</sub> e

Shasta County has determined the more conservative and commonly adopted numeric threshold for land use projects of 1,100 metric tons CO<sub>2</sub>e per year is appropriate for the proposed Project. If emissions exceed 1,100 metric tons of CO<sub>2</sub>e per year, then the impact is considered significant.

### **Project GHG Emissions**

GHG emissions for the proposed Project were estimated using the CalEEMod.2016.3.2 software. CalEEMod is a statewide model designed to quantify GHG emissions from land use projects. The model quantifies direct GHG emissions (including vehicle use), as well as indirect GHG emissions, such as GHG emissions from energy use, solid waste disposal, vegetation planting and/or removal, and water use. CalEEMod does not directly calculate ozone (O<sub>3</sub>) emissions. Instead, the emissions associated with ozone precursors are calculated. Ozone precursors are quantified as ROG and NO<sub>x</sub> which, when released, interact in the atmosphere and produce ozone.

The proposed Project would not result in long-term operational emissions. Construction activities would emit GHG emissions as shown in **Table 4.7-3**, primarily from the combustion of diesel fuel in heavy equipment. Because CO<sub>2</sub>e associated with construction of the Proposed Project would not exceed the numerical threshold of 1,100 metric tons/year, impacts during construction would be less than significant.

**TABLE 4.7-3**  
**Construction-Related Greenhouse Gas Emissions**

Project Phase	Maximum Emissions (Total Metric Tons)			
	Carbon Dioxide (CO <sub>2</sub> )	Methane (CH <sub>4</sub> )	Nitrous Oxide (N <sub>2</sub> O)	Carbon Dioxide Equivalent (CO <sub>2</sub> e)
<b>2019</b>	237.44	0.04	0	238.4

#### **Question B**

See discussion under Regulatory Context and Question A above. The proposed Project would generate minimal GHG emissions on a temporary basis during construction activities. However, CO<sub>2</sub>e is well below the referenced threshold of 1,100 metric tons/year. This threshold is tied directly to AB 32 and state-wide emissions reduction goals for 2020. There are no other adopted plans that regulate GHG emissions that would apply to the proposed Project. Therefore, impacts would be less than significant.

#### **CUMULATIVE IMPACTS**

GHG emissions and global climate change are, by nature, cumulative impacts. However, the proposed Project would not create significant new sources of GHG emissions or significantly contribute to adverse impacts associated with cumulative GHG emissions.

#### **MITIGATION**

None necessary.

#### **DOCUMENTATION**

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Accessed December 2016.

## 4.8 HAZARDS AND HAZARDOUS MATERIALS

Would the project:

Issues and Supporting Evidence	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. For a project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### REGULATORY CONTEXT

**Shasta County General Plan:** Chapter 5.6 (Hazardous Materials); Chapter 5.4 (Fire Safety and Sheriff Protection).

### **Objectives**

- HM-1** Protection of life and property from contact with hazardous materials through site design and land use regulations and storage and transportation standards.

**HM-2** Protection of life and property in the event of the accidental release of hazardous materials through emergency preparedness planning.

**FS-1** Protect development from wildland and non-wildland fires by requiring new development projects to incorporate effective site and building design measures commensurate with level of potential risk presented by such a hazard and by discouraging and/or preventing development from locating in high risk fire hazard areas.

## **Policies**

**FS-a** All new land use projects shall conform to the County Fire Safety Standards.

## **Shasta County Hazardous Materials Area Plan, 2013**

The Area Plan describes the County's pre-incident planning and preparedness for hazardous materials releases and clarifies the roles and responsibilities of federal, state, and local agencies during a hazardous materials incident.

## **California Code of Regulations (CCR), Title 22, Definition of Hazardous Material**

A material is considered hazardous if it appears on a list of hazardous materials prepared by a federal, State, or local agency, or if it has characteristics defined as hazardous by such an agency. A hazardous material is defined in Title 22, Section 66260.10 of the CCR as: *"A substance or combination of substances which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may either (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed."*

## **U.S. Department of Transportation (USDOT)**

The United States Department of Transportation (USDOT) regulates the interstate transport of hazardous materials and wastes through implementation of the Hazardous Materials Transportation Act. This act specifies driver-training requirements, load labeling procedures, and container design and safety specifications. Transporters of hazardous wastes must also meet the requirements of additional statutes such as the Resource Conservation and Recovery Act (RCRA).

## **Department of Toxic Substances Control**

The California Department of Toxic Substances Control (DTSC) regulates the generation, transportation, treatment, storage, and disposal of hazardous waste under the RCRA and the State Hazardous Waste Control Law. Both laws impose "cradle-to-grave" regulatory systems for handling hazardous waste in a manner that protects human health and the environment.

## **California Occupational Safety and Health Administration (Cal/OSHA)**

California Occupational Safety and Health Administration (Cal/OSHA) assumes primary responsibility for developing and enforcing state workplace safety regulations, including requirements for safety training, availability of safety equipment, accident and illness prevention programs, hazardous substance exposure warnings, and emergency action and fire prevention plan preparation. Cal/OSHA enforces hazard communication program regulations, which include identifying and labeling hazardous substances, communicating information related to hazardous substances and their handling, and preparing health and safety plans to protect workers and employees at hazardous waste sites.

## **Regional Water Quality Control Board**

The SWRCB and RWQCBs regulate hazardous substances, materials and wastes through a variety of state statutes, including the Porter Cologne Water Quality Control Act and underground storage tank cleanup laws. The Regional Boards regulate all pollutant or nuisance discharges that may affect either

surface water or groundwater. Any person proposing to discharge waste within any region must file a report of waste discharge with the appropriate regional board. The proposed Project is located within the jurisdiction of the CVRWQCB.

## **DISCUSSION OF IMPACTS**

### **Questions A and B**

During construction, it is anticipated that limited quantities of hazardous substances, such as gasoline, diesel fuel, hydraulic fluid, solvents, oils, paints, etc., would temporarily be brought into areas where improvements are proposed. There is a possibility of accidental release of hazardous substances into the environment, such as spilling petroleum-based fuels used for construction equipment. However, construction contractors are required to comply with applicable federal and state environmental and workplace safety laws. Additionally, construction contractors are required to implement BMPs for the storage, use, and transportation of hazardous materials. Therefore, impacts during construction would be less than significant.

A Hazardous Materials Analysis-Initial Site Assessment (ISA) was completed by ENPLAN in January 2018. In addition to asbestos and lead discussed in Section 4.3 (Air Quality) above, the ISA identified the following potential hazard:

#### **Treated Wood Products**

The Pit River bridge does not contain wooden bridge girders, wooden posts or rails; however, there are timber posts supporting metal beam guardrail on the bridge approach roadways. Telephone poles and wooden posts are present along the project corridor and would be relocated as part of the proposed work. These wood products are often treated with preserving chemicals in order to protect them against insect attack and fungal decay. The preserving chemicals may include, but are not limited to, arsenic, chromium, copper, creosote, and pentachlorophenol. These chemicals are known to be toxic or carcinogenic and require specific handling prescribed by State and federal regulations.

When the treated wood has reached the end of its usefulness, it is regarded as treated wood waste (TWW). If TWW is not properly disposed of, the chemicals it contains can contaminate surface water and groundwater. This poses a risk to human health and the environment. TWW must be managed under full hazardous waste management requirements or under the Alternative Management Standards (AMS) adopted by DTSC.

TWW may be disposed of either at a hazardous waste landfill or in a composite-lined portion of a solid waste landfill approved to accept TWW by the appropriate RWQCB. In Shasta County, both the West Central Landfill on Clear Creek Road in Igo and the Anderson Landfill on Cambridge Road in Anderson, are RWQCB-approved TWW landfills.

The County will include provisions in the construction contract to ensure the proper removal and disposal of TWW. **Mitigation Measure MM 4.8.1** reduces environmental impacts that could result from TWW removal to a less than significant level.

In addition, although blasting is not expected to be required, work on the west side of the bridge would be in fractured rock material, and the need for blasting is a possibility. If blasting is required, it would be conducted under the direct supervision of a blaster holding a current license issued by Cal/OSHA; as called for in **Mitigation Measure MM 4.6.3**, a blasting plan subject to approval by Shasta County would be provided in advance so that the County can ensure that potential concerns with respect to noise, vibration, safety, and security are adequately addressed. Any storage of explosives must comply with the applicable provisions of Cal/OSHA's Construction Safety Orders and with Title 27, CFR 181, Part 55, Subpart K, Commerce in Explosives. Transportation of explosives to the Project site must be in accordance with current Federal Department of Transportation and California Highway Patrol regulations.

Because the contractor would comply with existing federal and State regulations pertaining to handling and use of explosives, as well as the mitigation measures recommended in this Initial Study, impacts would be less than significant.

#### Question C

According to the Shasta County Office of Education, the closest school is Fall River Elementary School on Curve Street, approximately 1,400 feet (0.26 miles) northwest of the Bridge Site.

As described under Question A above, project construction would involve use of relatively small quantities of materials such as diesel, gasoline, oils, and other engine fluids. However, existing State standards govern the transport, use, and disposal of hazardous materials. Because work would be conducted in accordance with these existing requirements, and potential impacts could occur only during construction activities, impacts would be less than significant.

#### Question D

The Cortese list is prepared in accordance with California Government Code §65962.5. The following databases were reviewed to locate "Cortese List" sites.

- List of Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) EnviroStor database.
- SWRCB GeoTracker Database
- List of solid waste disposal sites identified by SWRCB with waste constituents above hazardous waste levels outside the waste management unit.
- List of "active" Cease and Desist Orders and Clean-Up and Abatement Orders from the SWRCB.

A search of the DTSC EnviroStor database indicates there are no active clean-up sites within a 50-mile radius of the Project area. The SWRCB GeoTracker database lists Roy's Chevron on Highway 299E as an open clean-up site due to an unauthorized release from an underground storage tank system. Corrective action is underway as ordered by the CVRWQCB. Roy's Chevron is located approximately 650 feet northwest of the Bridge Site; however, the proposed Project does not include any improvements in proximity to the Chevron Station.

The ISA completed for the Project in 2018 indicates that no obvious recognized environmental conditions (RECs) for the Project sites or immediately adjacent lands were identified from 118 government databases reviewed; no obvious potential off-site sources of contamination were identified within the ASTM-specified approximate minimum search distances (up to one-mile) of the Project sites.

A field reconnaissance of the Project sites was conducted by ENPLAN on July 13, 2017. The field survey identified a barn, approximately 350 feet southwest of the bridge abutment on the west side of the river, that was being used as an automobile repair shop. Three "service bays" were located along the west side of the barn, and one service bay was located inside the eastern portion of the barn. An open 5-gallon bucket of what appeared to be used motor oil was observed inside the barn, along with 5-gallon buckets of gear oil and transmission fluid, and two tanks of acetylene. The floor of the barn consists of particle board and plywood over a soil surface. The three service bays along the west side of the barn have a soil ground surface. Oil and grease stains were observed inside the barn, and on the ground surface along the southern end of the barn. PG&E reportedly gave a 30-day notice to the occupant to cease the automobile repair activities on the site in August 2017.

This property was previously subject to a Soil Removal Work Plan due to historical use of the property as a feed mill that included eight grain silos, milling machinery, and aboveground storage tanks (ASTs). The mill burned down in 2003, and all that remains is the barn and concrete foundations. Soil sampling activities were conducted on the site in 2009, 2010, 2012, and 2013.

Soil with elevated Total Petroleum Hydrocarbons (TPH) as diesel (TPH d) and motor oil (TPH mo) was identified in the area of the former feed store, in areas of former ASTs, and areas with visually stained soil. Additional soil samples were collected in 2013 and 2014 to further define the lateral and vertical extents of lead and TPH in the soil. Between June 30 and August 12, 2014, approximately 175 cubic yards (CY) of soil was excavated from the property and disposed of at an off-site facility. The excavations were backfilled with clean fill materials, compacted, and either covered with gravel or hydroseeded for erosion and sediment control. This work satisfied the requirements of the Soil Removal Work Plan, and no further action is required. Use of the barn as an automotive repair shop commenced after the 2014 cleanup.

A staging area for the proposed Project has been identified adjacent to the barn. Staging would occur on gravel fill that overlies the original ground surface, and no earth disturbance to establish the staging area would occur. Because it is not known whether recent use of the property as an automotive repair shop resulted in soil contamination, Shasta County may conduct additional soil sampling in this staging area prior to commencement of use, and again following the completion of use, in order to document any impact to the soil from use of the property as a staging area. Any required cleanup resulting from the County's use of the property would be conducted by the County in accordance with existing regulatory agency requirements.

Therefore, potential impacts to the public and the environment related to hazardous materials would be less than significant.

#### **Questions E and F**

According to the Shasta County General Plan, the Project area is not within an airport land use plan area. According to the Federal Aviation Administration (FAA), the nearest public airport is Fall River Mills Airport, approximately 3,200 feet (0.6 miles) north of the bridge area. The FAA also lists two privately-owned heliports in Burney, California: the Burney Service Center Heliport, owned by Pacific Gas & Electric, approximately 13 miles to the southwest; and the Burney Sheriff's Station Heliport, owned by Shasta County, approximately 14.5 miles to the southwest.

Although construction workers would be completing improvements 0.6 miles south of the Fall River Mills Airport, airport operations must comply with FAA Regulations, including the FAA Airport Safety Program, which addresses general aviation airport safety, runway safety, and safety management systems (SMS). These regulations were established, in part, to protect the health and safety of individuals living and working in proximity to an airport.

The proposed Project does not include any components that would introduce a substantial number of people to the area in the long-term or create a safety hazard; therefore, potential impacts are less than significant.

#### **Question G**

The proposed Project does not involve a use or activity that could interfere with long-term emergency response or emergency evacuation plans for the area. Although a temporary increase in traffic could occur during construction and could interfere with emergency response times, construction-related traffic would be minor due to the overall scale of the construction activities. Further, construction-related traffic would be spread over the duration of the construction schedule and would be minimal on a daily basis.

In addition, pursuant to Shasta County's conditions for issuance of an encroachment permit, which will be obtained by the County's contractor, temporary traffic control during completion of activities that require work in the public right-of-way is required and must adhere to the procedures, methods and guidance given in the current edition of the California Manual on Uniform Traffic Control Devices (MUTCD).



Controlled one- or two-way traffic must be able to pass at all times, except that temporary suspension of travel through the work area may be enacted when required due to the nature of the work. In such cases, the temporary suspension of travel through the work area may not exceed 10 minutes unless specifically authorized by the encroachment permit. Unimpeded two-way traffic shall be maintained during hours of darkness and at all times when there are no California MUTCD-approved temporary traffic control measures in place.

At the discretion of the County, the contractor may be required to submit a temporary traffic control plan for review and approval by the County prior to issuance of an encroachment permit. The plan must illustrate the location of the work, affected roads and types and locations of temporary traffic control measures (i.e., signs, cones, flaggers, etc.) that will be implemented during the work. These requirements ensure that impacts are less than significant.

#### **Question H**

The California Department of Forestry and Fire Protection (CAL FIRE) adopted Fire Hazard Severity Zone (FHSZ) Maps for State Responsibility Areas (SRA) in November 2007 (updated May 2008). Pursuant to California Government Code §51175-51189, CAL FIRE also recommended FHSZs for Local Responsibility Areas (LRA). According to CAL FIRE, areas adjacent to the Bridge Site include Very High FHSZs to the south and east and Non-Very High FHSZ to the north and west. The Borrow Site is in a Very High FHSZ. In addition, the Shasta County General Plan indicates all properties in the study area are within Very High FHSZs.

The proposed Project does not include any development or improvements that would increase the long-term risk of wildland fires or expose people or structures to wildland fires. However, equipment used during construction activities may create sparks that could ignite dry grass. Also, the use of power tools and/or acetylene torches may increase the risk of wildland fire hazard. Mitigation Measure **MM 4.8.2** will ensure that impacts are less than significant.

#### **CUMULATIVE IMPACTS**

Hazard-related impacts from the proposed Project are site specific and have the potential to affect only a limited area on a temporary basis during completion of the improvements. Use and storage of hazardous materials during completion of the improvements would take place in a limited area surrounding the Project site and in designated staging areas. Completion of the proposed improvements requires implementation of mitigation measures to reduce the potential for adverse impacts associated with hazards and hazardous materials. These measures ensure that impacts are less than significant and that activities do not result in impacts that would be cumulatively considerable.

#### **MITIGATION**

Implementation of **Mitigation Measures MM 4.3.2, MM 4.3.3, and MM 4.3.4.**

**MM 4.8.1** Treated wood waste shall be handled, stored, transported and disposed of in accordance with Section 14-11.14 (Treated Wood Waste) of Caltrans' Standard Specifications. All personnel that may come into contact with treated wood waste will receive, at a minimum, training on procedures for identifying and segregating treated wood waste; safe handling practices; requirements of 22 CCR, Division 4.5, Chapter 34 (Alternative Management Standards for Treated Wood Waste); and proper disposal methods.

**MM 4.8.2** During construction, all areas in which work will be completed using spark-producing equipment shall be cleared of dried vegetation or other materials that could serve as fire fuel. To the extent feasible, the contractor shall keep these areas clear of combustible materials in order to maintain a fire break.

**DOCUMENTATION**

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**State Water Resources Control Board.** 2017. GeoTracker.

[http://geotracker.waterboards.ca.gov/profile\\_report.asp?global\\_id=T0608900197](http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0608900197). Accessed August 2017.

**U.S. Environmental Protection Agency.** 2017. Overview of Wood Preservative Chemicals.

<https://www.epa.gov/ingredients-used-pesticide-products/overview-wood-preservative-chemicals-0>. Accessed March 2017.

**4.9 HYDROLOGY AND WATER QUALITY**

Would the project:

Issues and Supporting Evidence	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of a failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Inundation by seiche, tsunami or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### **REGULATORY CONTEXT**

**Shasta County General Plan:** Chapter 5.2 (Flood Protection); Chapter 6.6 (Water Resources and Water Quality).

#### **Objectives**

- FL-1 Protection of public health and safety, both on-site and downstream, from flooding through floodplain management which regulates the types of land uses which may locate in the floodplain, prescribes construction designs for floodplain development, and requires mitigation measures for development which would impact the floodplain by increasing runoff quantities.

#### **Policies**

- FL-c Whenever possible, flood control measures should consist of channel diversions or limited floodplain designs which avoid alteration of creeks and their immediate environs.
- FL-h The impacts of new development on the floodplain or other downstream areas due to increased runoff from that development shall be mitigated. In the case of the urban or suburban areas, and in the urban and town centers, the County may require urban or

suburban development to pay fees which would be used to make improvements on downstream drainage facilities in order to mitigate the impacts of upstream development.

- W-a Sedimentation and erosion from proposed developments shall be minimized through grading and hillside development ordinances and other similar safeguards as adopted and implemented by the County.

### **Clean Water Act (CWA)**

The CWA (33 USC §1251-1376), as amended by the Water Quality Act of 1987, is the major federal legislation governing water quality and was established to “*restore and maintain the chemical, physical, and biological integrity of the Nation’s waters.*” Pertinent sections of the Act are as follows:

1. Sections 303 and 304 provide for water quality standards, criteria, and guidelines. Under Section 303(d) of the CWA, the USEPA publishes a list every two years of impaired bodies of water for which water quality objectives (WQOs) are not attained. Total Maximum Daily Loads (TMDLs) are established for contaminants of concern in order to ensure contamination levels decrease over time. Section 303(d) requires states to identify waters that do not meet, or are not expected to meet, water quality standards.
2. Section 401 (Water Quality Certification) requires an applicant for any federal permit that proposes an activity, which may result in a discharge to waters of the United States to obtain certification from the state that the discharge will comply with other provisions of the Act.
3. Section 402 establishes the NPDES, a permitting system for the discharge of any pollutant (except for dredged or fill material) into waters of the United States. This permit program is administered by the SWRCB and is discussed in detail below.
4. Section 404, jointly administered by the USACE and USEPA, establishes a permit program for the discharge of dredged or fill material into waters of the United States.

### **Federal Anti-Degradation Policy**

The federal Anti-Degradation Policy is part of the CWA (Section 303(d)) and is designed to protect water quality and water resources. The policy directs states to adopt a statewide policy that includes the following primary provisions: (1) existing instream uses and the water quality necessary to protect those uses shall be maintained and protected; (2) where existing water quality is better than necessary to support fishing and swimming conditions, that quality shall be maintained and protected unless the state finds that allowing lower water quality is necessary for important local economic or social development; and (3) where high-quality waters constitute an outstanding national resource, such as waters of national and state parks, wildlife refuges, and waters of exceptional recreational or ecological significance, that water quality shall be maintained and protected.

### **Safe Drinking Water Act**

Under the 1974 Safe Drinking Water Act (SDWA) (Public Law 93-523), most recently amended in 1996, USEPA regulates contaminants of concern to domestic water supply, which are those that pose a public health threat or that alter the aesthetic acceptability of the water. These types of contaminants are classified as either primary and secondary Maximum Contaminant Levels (MCLs). MCLs and the process for setting these standards are reviewed triennially.

### **National Pollution Discharge Elimination System**

Under Section 402(p) of the CWA, the USEPA established the NPDES to enforce discharge standards for both point source and non-point-source pollution. Dischargers can apply for individual discharge permits, or apply for coverage under the General Permits that cover certain qualified dischargers. Point source

discharges include municipal and industrial wastewater, stormwater runoff, combined sewer overflows, sanitary sewer overflows, and municipal separate storm sewer systems. NPDES permits impose limits on discharges based on minimum performance standards or the quality of the receiving water, whichever type is more stringent in a given situation.

#### **NPDES Permit – Stormwater Drainage**

Stormwater drainage is regulated under NPDES General Permit No. CAS000004, titled *Waste Discharge Requirements for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems*. The General Permit effectively prohibits the discharge of materials other than stormwater that are not authorized. Permittees must implement BMPs that reduce pollutants in stormwater runoff to the technology-based standard of Maximum Extent Practicable (MEP) to protect water quality.

#### **NPDES Program – Construction Activity**

Discharges from construction sites that disturb one acre or more of total land area are subject to the NPDES permit for *Discharges of Storm Water Runoff associated with Construction Activity* (currently Order No. 2009-009-DWQ). The permitting process requires the development and implementation of an effective SWPPP. The Project applicant must submit a Notice of Intent to the SWRCB to be covered by a NPDES permit and prepare the SWPPP prior to the beginning of construction. The SWPPP must include BMPs to reduce pollutants and any more stringent controls necessary to meet water quality standards. Dischargers must also comply with water quality objectives as defined in the Central Valley Basin Plan. If Basin Plan objectives are exceeded, corrective measures are required.

#### **Porter-Cologne Water Quality Control Act**

The Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.) provides the basis for water quality regulation within California. The Act requires a “Report of Waste Discharge” for any discharge of waste (liquid, solid, or otherwise) to land or surface waters that may impair a beneficial use of surface or groundwater of the state. The CVRWQCB implements waste discharge requirements identified in the Report.

#### **State Anti-Degradation Policy**

In 1968, as required under the Federal Anti-Degradation Policy, the SWRCB adopted an Anti-Degradation Policy, formally known as the *Statement of Policy with Respect to Maintaining High Quality Waters in California* (State Water Board Resolution No. 68-16). The Policy restricts degradation of surface and ground waters and protects water bodies where existing quality is higher than necessary for the protection of beneficial uses.

Under the Anti-Degradation Policy, any actions that can adversely affect water quality in surface and ground waters must be consistent with maximum benefit to the people of the State, not unreasonably affect present and anticipated beneficial use of the water, and not result in water quality less than that prescribed in water quality plans and policies.

#### **Water Quality Control Plan, Fourth Edition, for the Sacramento and San Joaquin River Basins (Basin Plan)**

The CVRWQCB adopted a Water Quality Control Plan, Fourth Edition (revised July 2016), for the Sacramento and San Joaquin River Basins (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. WDRs were adopted in order to attain the beneficial uses listed for the Basin Plan area. Water quality objectives are established for numerous constituents, including bacteria; chemical constituents such as trace elements, mercury, and methylmercury; pH; dissolved oxygen; pesticides; and salinity.

The Basin Plan identifies the Pit River as one of the larger tributaries to the Sacramento River. Beneficial uses of the Pit River include municipal and domestic water supply, agriculture, recreation, freshwater habitat, warm and cold water spawning, and wildlife habitat.

## **DISCUSSION OF IMPACTS**

### **Questions A and F**

As stated above, Section 303(d) of the CWA requires states to identify waters that do not meet, or are not expected to meet, water quality standards. The Pit River in the Project area is included on the 303(d) list as a Category 5 impaired water body, which refers to a water body segment where at least one beneficial use is not supported and a TMDL is required, but not yet completed. A TMDL is the total maximum daily load(s) of a pollutant(s) that can be discharged into a given waterbody and still ensure the attainment of applicable water quality standards. RWQCBs are responsible for preparing TMDLs. The Pit River is identified as impaired due to nutrients, organic enrichments/low dissolved oxygen, and water temperature resulting from agricultural uses and grazing in the area. However, because the CVRWQCB has not yet adopted TMDLs for this segment of the Pit River, no specific actions related to the 303(d) listing are required. However, water quality is regulated under the CVRWQCB regulations identified below.

The proposed Project has the potential to temporarily degrade water quality due to increased erosion during project construction; however, as discussed under Question 4.6 B, BMPs would be implemented to control erosion and sedimentation and prevent damage to streams, watercourses and aquatic habitat.

In addition, the CVRWQCB regulates dewatering discharges to storm drains and surface waters. For the proposed Project, if the discharge from dewatering is less than 250,000 gallons per day and is less than four months in duration, construction dewatering would be subject to the requirements for dewatering discharges under the *NPDES Statewide Storm Water Permit and Waste Discharge Requirements for the State of California, Department of Transportation (Caltrans Permit No. CAS000003)*. If construction dewatering exceeds these limits, the Contractor may be required to obtain coverage under CVRWQCB General Order R5-2016-0076 (NPDES NO. CAG995002) *Waste Discharge Requirements - Limited Threat Discharges to Surface Water*. These General Orders include specific requirements for monitoring, reporting, and implementing BMPs for construction dewatering activities.

In accordance with Section 401 Water Quality Certification requirements of the RWQCB, continuous visual surface water monitoring must be conducted during active construction periods to detect accidental discharge or construction-related pollutants (e.g., oil and grease, turbidity plume, uncured concrete, etc.). Surface water sampling must be conducted when performing any in-water work, in the event that project activities result in any materials reaching surface waters, or when any activities result in the creation of a visible plume in surface waters. Monitoring would be conducted immediately upstream, out of the influence of the Project, and 300 feet downstream of the active work area.

In addition, pursuant to NPDES requirements of the State Water Resources Control Board, water quality sampling must be conducted a minimum of once per day during each "qualifying rain event" (defined as 0.5 inches or more precipitation with a 48 hour or greater period between rain events). Sampling must be conducted where storm water discharges from the site. If there are fewer than three discharge points, sampling must be conducted three times per day. If the impact thresholds of either permit are exceeded, the County shall immediately implement corrective actions to ensure compliance. Corrective actions would include implementation of additional soil stabilization and sediment control measures.

Compliance with CVRWQCB regulations for dewatering and water quality monitoring, and implementation of BMPs, would ensure impacts are less than significant.

**Question B**

The Fall River Mills Community Services District (FRVCSD) provides water and sewer services to residents and business in the area from the Fall River Golf Course to Mayers Memorial Hospital along SR 299. According to the FRVCSD Water System Master Plan, the District relies wholly on groundwater for potable water service. Currently, the only groundwater well serving the water system is Well No. 1 in McArthur, approximately 5.25 miles northeast of the Bridge Site.

There is one well in Fall River Mills (Well No. 2) located approximately 0.5 miles from the Bridge Site. However, groundwater from this well has exceeded National Secondary Drinking Water Standards due to high iron and manganese levels, and the well is designated as an emergency standby source only.

According to the Final Foundation Report (Crawford 2017), the presence of groundwater is anticipated during construction; however, as discussed under Question A above, dewatering activities would be conducted in accordance with existing State regulations. The proposed Project would not involve direct groundwater withdrawal or injection and would not significantly increase the amount of impervious surface in any area in a manner that would prevent the infiltration of water into the soil. In addition, any dewatering would be on a temporary basis during construction. For these reasons, impacts on groundwater supplies and recharge are less than significant.

**Questions C and D**

See discussion in Section 4.6 under Question B. The proposed Project includes work within the channel of the Pit River. Adequate control of surface water during construction is expected to be achieved by means of dewatering, diking, and diversion. Improvement plans will ensure positive surface drainage at all locations to keep surface water from ponding and infiltrating subgrade soils. Drainage will also be directed away from slopes to prevent erosion of near-surface soils. In addition, BMPs for erosion and sediment control would be implemented in accordance with existing requirements. Therefore, the potential for soil erosion, loss of top soil, or a substantial increase in the rate or amount of surface runoff would be less than significant.

**Question E**

See discussion in Section 4.6 under Questions B, C, and D. Construction activities would result in the temporary disturbance of soil and would expose disturbed areas to potential storm events, which could generate accelerated runoff, localized erosion, and sedimentation. However, this is a temporary impact during construction. Runoff would not exceed the capacity of stormwater drainage systems, and no long-term impacts to stormwater drainage systems would occur. Therefore, impacts would be less than significant.

**Question G**

The proposed Project does not involve the construction of any housing; therefore, there would be no impact.

**Question H**

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map for Shasta County (Panels 06089C0500G and 06089C0800G, effective March 17, 2011), the Bridge Site is located within a 100-year special flood hazard area (Zone A – no base flood elevations determined). The Borrow Site is not located within a flood hazard area. Shasta County Code Chapter 17.70, Restrictive Flood (F-2) District, is intended to minimize or avoid hazards to life and property from flooding in the areas of special flood hazard. The Code states proposed development shall not increase the water surface elevation of the base flood more than one foot at any point. Any increase shall not result in an increased risk of damage to structures or other negative impacts.

In February 2017, a Design Hydraulic Study was prepared for the proposed bridge by Norman S. Braithwaite, P.E., with Pacific Hydrologic Incorporated. According to the Study, infrequent floods in the Pit River are substantially natural and not significantly influenced by land use activities within the drainage basin. There are no accounts of water overtopping Cassel-Fall River Road in recent times. As-built drawings of the bridge identify an elevation for "extreme high water" that is likely related to a flood event on March 19, 1907, which is the highest flow recorded in the Pit River since the time stream gages were installed.

The Study concludes the proposed Project is not expected to produce an increase in the water surface elevations of the most probable 100-year flood. In addition, the Study includes recommendations for minimum soffit elevation, piers, and abutments. **Mitigation Measure MM 4.9.1** requires that the final improvement plans for the bridge be reviewed by the hydraulic engineer to ensure that recommendations are incorporated into the Project design. This will ensure that impacts are less than significant.

#### **Question I**

According to Chapter 5.3 of the Shasta County General Plan (Dam Failure Inundation), more than 3,000 reservoirs are presently located in Shasta County. Of these, 35 are dams whose design, operation, and maintenance come under the authority of the California Department of Water Resources because of their size. The State Office of Emergency Services (CalOES) is responsible for developing Emergency Action Plans (EAPs) that identify potential emergency conditions at high-hazard potential (HHP) dams and actions to be followed to minimize property damage and loss of life should a dam failure occur.

According to the USACE National Inventory of Dams, the Pit No.1 Forebay (dam), constructed in 1947 and owned by PG&E, is mapped on the Fall River approximately 0.6 miles upstream of its junction with the Pit River. According to the Shasta County General Plan, if this dam failed, it could result in injury or loss of life. However, the proposed Project does not include any components that would increase the likelihood that this dam would fail. In addition, the proposed Project would not result in an increase in population that would bring additional people into a dam inundation area. Therefore, there would be no impact.

#### **Question J**

A seiche is a large wave generated in an enclosed body of water in response to ground shaking. The largest body of water to the Project site is Fall River Lake, which is approximately 0.6 miles northwest of the Bridge Site. Seismic activity could create a large wave, which could overtop the Pit No. 1 Forebay dam. However, the proposed Project does not increase the likelihood that this would occur.

A tsunami is a wave generated in a large body of water (typically the ocean) by fault displacement or major ground movement. The Project area is located approximately 140 miles east of the Pacific Ocean and is not at risk for inundation by tsunami. A mudflow is a type of mass wasting or landslide, where earth and surface materials are rapidly transported downhill under the force of gravity. As stated in the Final Foundation Report (Crawford 2017), the site is considered adequately stable, and no site conditions were identified that indicate a potential for mudflow or landslide. Therefore, there would be no impact from inundation by seiche, tsunami or mudflow.

#### **CUMULATIVE IMPACTS**

All projects in Shasta County are required to comply with the State Water Board General Construction NPDES permit and/or the County's regulations for stormwater runoff, and erosion and sediment control. These regulations are intended to reduce the potential for cumulative impacts to water quality during construction. Cumulatively considerable projects would be subject to subsequent environmental review. Mitigation measures for the proposed Project, in combination with compliance with County, State, and federal regulations, would reduce cumulatively considerable impacts to a less than significant level.



## **MITIGATION**

- MM 4.9.1** Final improvement plans shall be reviewed by the hydraulic engineer to ensure all recommendations included in the final hydraulic analysis are implemented. Applicable notes shall be placed on the attachment sheet to the Grading and Improvement Plans.

## **DOCUMENTATION**

- California Department of Transportation.** n.d. Field Guide to Construction Site Dewatering. <http://www.dot.ca.gov/hq/construc/stormwater/DewateringGuide.pdf>. Accessed June 2017.
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## 4.10 LAND USE AND PLANNING

Would the project:

Issues and Supporting Evidence	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### REGULATORY CONTEXT

#### **Shasta County General Plan**

The Shasta County General Plan includes objectives and policies designed for the purpose of avoiding or minimizing environmental impacts to the natural environment. The General Plan recognizes that major factors of the natural environment are landforms, water, climate, minerals, soils, vegetation and wildlife.

#### **Shasta County Code:**

The Shasta County Code implements the County's General Plan. The purpose of the land use and planning provisions of the Code (Title 17, Zoning) is to provide for the orderly and efficient application of regulations and to implement and supplement related laws of the state of California, including but not limited to the California Environmental Quality Act (CEQA).

### DISCUSSION OF IMPACTS

#### **Question A**

Land use impacts are considered significant if a proposed project would physically divide an existing community (a physical change that interrupts the cohesiveness of the neighborhood). The proposed Project would not create a barrier for existing or planned development and there would be no impact.

#### **Question B**

As discussed in each resource section of this Initial Study, the proposed Project is generally consistent with applicable Policies and Objectives of the Shasta County General Plan and with regulations of the agencies identified in Section 3.6 of this Initial Study. Where necessary, mitigation measures are included to reduce impacts to less than significant levels. Therefore, the proposed Project would not conflict with any plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect.

#### **Question C**

A Habitat Conservation Plan (HCP) is a federal planning document that is prepared pursuant to Section 10 of the Federal Endangered Species Act (FESA). A Natural Community Conservation Plan (NCCP) is a state planning document administered by CDFW. There are no HCPs, NCCPs or other habitat conservation plans that apply to the proposed Project. Therefore, there would be no impact.

## **CUMULATIVE IMPACTS**

Cumulative projects in the vicinity of the Project area, including population growth resulting from build-out of the County's General Plan, would be developed in accordance with local and regional planning documents. Thus, cumulative impacts associated with land use compatibility are expected be less than significant. In addition, with implementation of the recommended mitigation measures, the proposed Project is consistent with the General Plan land use designations, goals, and policies, and would not contribute to the potential for adverse cumulative land use effects.

## **MITIGATION**

No additional mitigation necessary.

## **DOCUMENTATION**

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## 4.11 MINERAL RESOURCES

Would the project:

Issues and Supporting Evidence	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### REGULATORY CONTEXT

**Shasta County General Plan:** Chapter 6.4 (Minerals)

**Objective MR-1** To identify, conserve, develop, and utilize Shasta County mineral resources while protecting mineral resource sites and access routes from potential conflicts with incompatible land uses.

### **Surface Mining and Reclamation Act of 1975 (SMARA)**

The Surface Mining and Reclamation Act (SMARA), Chapter 9, Division 2 of the Public Resources Code (PRC), requires the State Mining and Geology Board to adopt State policy for the reclamation of mined lands and the conservation of mineral resources. PRC §2710-2796 provide a comprehensive surface mining and reclamation policy to assure that adverse environmental impacts are minimized and mined lands are reclaimed to a usable condition. Mineral Resource Zones are classified according to the presence of significant mineral deposits and indicate the potential for an area to contain significant mineral resources as follows:

**MRZ-1:** Areas with little or no likelihood for presence of significant mineral resources.

**MRZ-2a:** Areas underlain by mineral deposits where geologic data indicate that significant resources are present. Lands classified MRZ-2a contain discovered mineral deposits and are of prime importance due to known economic mineral deposits.

**MRZ-2b:** Areas underlain by mineral deposits where geologic information indicates that significant inferred resources are present or are deposits that presently are sub-economic. Further exploration could result in upgrading areas classified MRZ-2b to MRZ-2a.

**MRZ-3a:** Areas containing known mineral occurrences of undetermined significance. Further exploration within these areas could result in the reclassification of specific localities as MRZ-2a or MRZ-2b.

**MRZ-3b:** Areas containing inferred mineral occurrences of undetermined significance. Land classified MRZ-3b represents areas in geologic settings that appear to be favorable for the occurrence of specific mineral deposits. Further exploration could result in the reclassification of all or part of these areas as MRZ-3a or specific localities as MRZ-2a or MRZ-2b.

**MRZ-4:** Areas of no known mineral occurrences where geologic information does not rule out the presence or absence of significant mineral resources.

**DISCUSSION OF IMPACTS****Questions A and B**

A mineral resource is land on which known deposits of commercially viable mineral or aggregate deposits exist. The designation is applied to sites determined by the California Geological Survey as being a resource of regional significance, and is intended to help maintain any mining operations and protect them from encroachment of incompatible uses. According to the Shasta County Zoning Map, there are no areas zoned Mineral Resource (MR) in the Fall River Mills area. In addition, the California Geological Survey has not designated any Mineral Resource Zones in the Project area. Furthermore, the proposed Project would not result in a change in land use patterns. Therefore, there would be no impact on mineral resources.

**CUMULATIVE IMPACTS**

As documented herein, the proposed Project would not result in impacts to mineral resources; therefore, the proposed Project would not contribute to adverse impacts associated with cumulative impacts to mineral resources.

**MITIGATION**

None necessary

**DOCUMENTATION**

**Department of Conservation**, California Geological Survey. 2007. SMARA Mineral Land Classification Maps. [ftp://ftp.consrv.ca.gov/pub/dmg/pubs/ofr/OFR\\_97-03/OFR\\_97-03\\_Plate9B.pdf](ftp://ftp.consrv.ca.gov/pub/dmg/pubs/ofr/OFR_97-03/OFR_97-03_Plate9B.pdf). Accessed March 2017.

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**4.12 NOISE**

Would the project result in:

<b>Issues and Supporting Evidence</b>	<b>Potentially Significant Impact</b>	<b>Potentially Significant Unless Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. For a project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**REGULATORY CONTEXT****Shasta County General Plan: Chapter 5.5 (Noise)****Objectives**

- N-1** To protect County residents from the harmful and annoying effects of exposure to excessive noise.
- N-2** To protect the economic base of the County by preventing incompatible land uses from encroaching upon existing or programmed land uses likely to create significant noise impacts.
- N-3** To encourage the application of state-of-the-art land use planning methodologies in the area of managing and minimizing potential noise conflicts.

**Policies**

- N-b** Noise likely to be created by a proposed non-transportation land use shall be mitigated so as not to exceed the noise level standards of Table N-IV as measured immediately within the property line of adjacent lands designated as noise-sensitive. Noise generated from existing or proposed agricultural operations conducted in accordance with generally accepted agricultural industry standards and practices is not required to be mitigated.

**Table N-IV**

Noise Level Descriptor	Leq, or energy-equivalent noise level (hourly average)
Daytime (7:00 AM – 10:00 PM):	55 decibels
Nighttime (10:00 PM – 7:00 AM):	50 decibels

- N-i** Where noise mitigation measures are required to achieve the standards of Tables N-IV and N-VI, the emphasis of such measures shall be placed upon site planning and project design. The use of noise barriers shall be considered a means of achieving compliance with the noise standards only after all other practical design-related noise mitigation measures have been integrated into the project.

**California Department of Transportation**

For local agency projects that receive federal funding, noise associated with construction is controlled by Caltrans Standard Specification Section 14-8.02, "Noise Control," which states the following:

- Do not exceed 86 dBA Lmax (highest instantaneous sound level) at 50 feet from the job site activities from 9 p.m. to 6 a.m.

- Equip an internal combustion engine with the manufacturer-recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.

## **DISCUSSION OF IMPACTS**

### **Questions A, B, C, and D**

Some land uses are considered more sensitive to noise than others. The General Plan identifies residential areas, parks, schools, churches, hospitals and long-term care facilities as noise sensitive areas and uses. A sensitive receptor is defined as any living entity or aggregate of entities whose comfort, health, or well-being could be impaired or endangered by the existence of noise.

Because the proposed Project would not induce population growth in the area, there would be no long-term increase in noise levels in the area.

### **Construction Noise**

Construction of the proposed Project would temporarily increase noise levels and create vibration at nearby sensitive land uses, which include residences to the northwest and east of the Bridge Site, and a hotel to the northwest on Main Street. There are no sensitive uses in proximity to the Borrow Site or along the route from the bridge to the Borrow Site.

As shown in **Figure 4.12-1**, the nearest residence to the Bridge Site is adjacent to the eastern roadway approach, approximately 40 feet from the edge of existing pavement and 250 feet southeast of the bridge abutment. The nearest residence adjacent to the western roadway approach is approximately 50 feet northwest of the area where roadwork would commence and approximately 500 feet northwest of the bridge abutment. There is also a caretaker's unit approximately 150 feet southwest of the bridge abutment. A hotel is approximately 350 feet northwest of the area where roadwork would commence and approximately 800 feet northwest of the bridge abutment. Additional residences are located along Main Street and Merchant Street northwest of the bridge.

Temporary noise impacts would occur from an increase in traffic from construction crews and delivery of construction equipment and materials to the Project site. However, most heavy equipment would remain on-site for the duration of the construction season, and it is not anticipated that worker commutes would significantly increase daily traffic volumes. As shown in **Table 3.0-1** (Summary of Project Impacts), construction activities are proposed that would expose people to excessive noise levels during construction, including, but not limited to:

- Cutting into fractured rock
- Drilling for temporary piles and guardrail posts
- Steel driven H-piles (abutments)
- Cast-In Drilled-Hole (CIDH) piles
- Demolition of the existing bridge
- Use of heavy equipment during construction.

Although blasting is not expected to be required, work on the west side of the bridge would be in fractured rock material, and the need for blasting is a possibility.

Noise impacts resulting from construction activities would depend on: 1) the noise generated by various pieces of construction equipment; 2) the timing and duration of noise-generating activities; 3) the distance between construction noise sources and noise sensitive receptors; and 4) existing ambient noise levels. **Figure 4.12-2** shows noise levels of common activities to enable the reader to compare construction-noise with common activities.

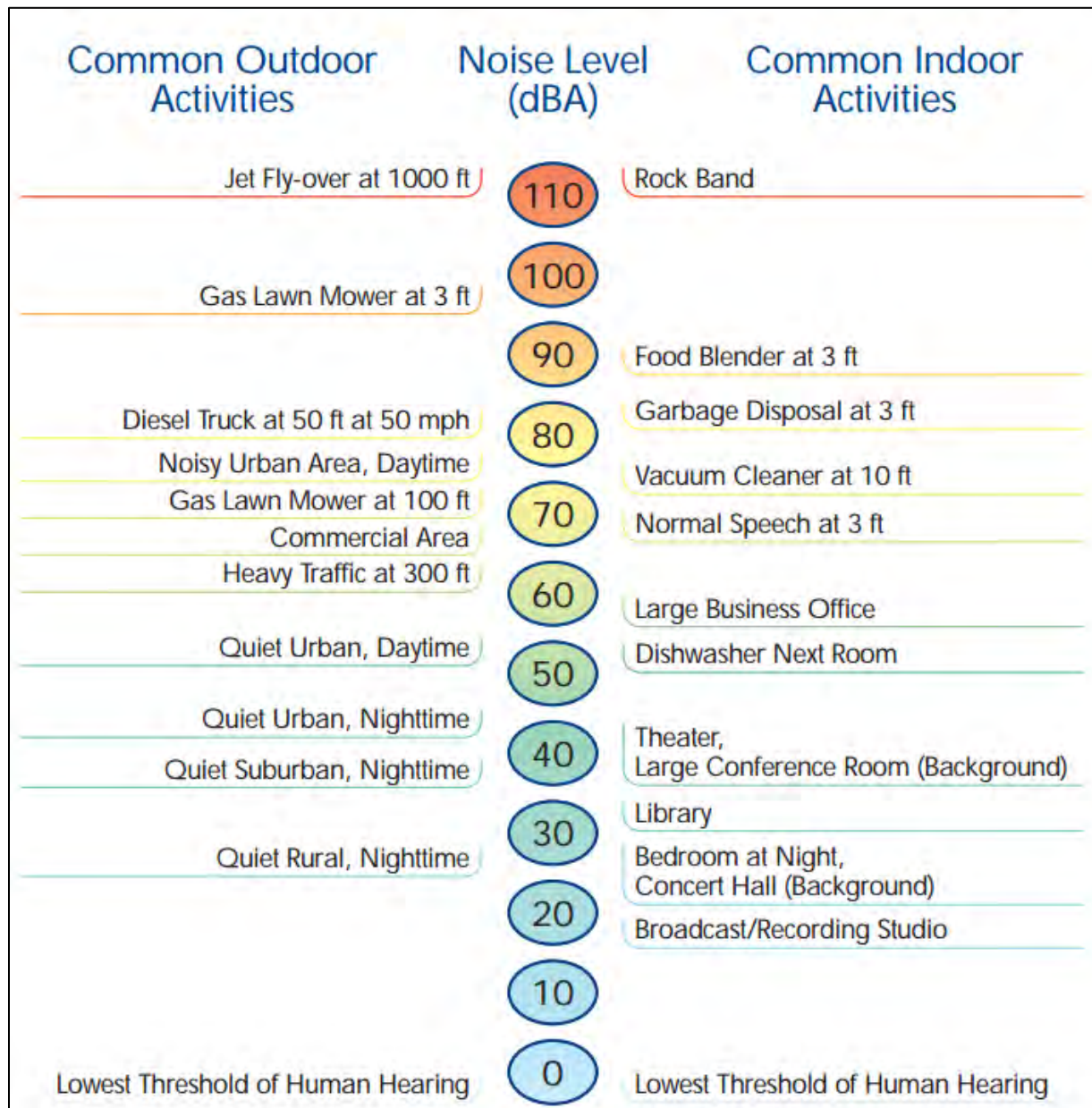




Figure 4.12-1



**FIGURE 4.12-2**  
**Noise Levels for Common Activities**



Source: Caltrans, 2016

Noise levels from construction-related activities would fluctuate, depending on the number and type of construction equipment operating at any given time. As shown in **Table 4.12-1**, construction equipment anticipated to be used for project construction typically generates maximum noise levels ranging from 76 to 101 decibels (dBA) at a distance of 50 feet.

**TABLE 4.12-1**  
**Examples of Construction Equipment Noise Emission Levels**

<b>Equipment</b>	<b>Typical Noise Level (dBA) 50 ft from Source</b>
Air compressor	81
Backhoe	80
Blasting	94
Compactor	82
Concrete Mixer	85
Concrete Pump	82
Concrete Vibrator	76
Crane, Derrick	88
Crane, Mobile	83
Dozer	85
Generator	81
Grader	85
Jack hammer	88
Loader	85
Paver	89
Pile-driver (Impact)	101
Pile-driver (Sonic)	96
Pump	76
Rock drill	98
Roller	74
Saw	76
Truck	88

*Sources: Federal Transit Administration (2006), adapted by ENPLAN 2017*

Noise from construction activities generally attenuates at a rate of 6 dBA per doubling of distance, assuming the intervening ground is a smooth surface without much vegetation, which it is in this situation. In the worst-case scenario, noise levels from pile driving could reach approximately 81 dBA at the nearest residence on the west side of the river and 95 dBA at the nearest residence on the east side of the river. At the caretaker's unit on the west side of the river, noise levels from pile driving could reach approximately 91 dBA. If blasting is required, it is estimated that noise levels could reach 76 to 85 dBA at the nearest residences, depending on the location of blasting operations. Roadway approach work, which would occur much closer to the residences, could reach 89 dBA.

### **Construction Vibration Impacts**

Operation of heavy construction equipment creates seismic waves that radiate along the surface of the earth and downward into the earth. These surface waves can be felt as ground vibration. According to the Federal Transit Administration (2006), the effects of ground-borne vibration include perceptible movement of building floors, rattling windows, shaking of items on shelves or hangings on walls, and rumbling sounds. In extreme cases, vibration can cause damage to buildings. Both human and structural response to ground-borne vibration is influenced by various factors, including ground surface, distance between the source and the receptor, and duration.

The most common measure used to quantify vibration amplitude is the peak particle velocity (PPV). PPV is a measurement of ground vibration defined as the maximum speed (measured in inches per second) at which a particle in the ground is moving relative to its inactive state.

Although there are no federal, state, or local regulations for ground-borne vibration, Caltrans has developed criteria for evaluating vibration impacts, both for potential structural damage and for human annoyance. The Caltrans Transportation and Construction Vibration Guidance Manual (2013), was referenced in the analysis of construction-related vibration impacts.

**Table 4.12-2** includes the potential for damage to various building types as a result of ground-borne vibration. Transient sources include activities that create a single isolated vibration event, such as blasting. Continuous, frequent, or intermittent sources include impact pile drivers, vibratory pile drivers, and vibratory compaction equipment.

**TABLE 4.12-2**  
**Structural Damage Thresholds from Ground-borne Vibration**

Structure Type	Vibration Level (Inches per Second PPV)	
	Transient Sources	Continuous/ Frequent/ Intermittent Sources
Older residential structures	0.5	0.3
Newer residential structures	1.0	0.5
Historic and some old buildings	0.5	0.25
Newer industrial/commercial buildings	2.0	0.5

Source: Caltrans, 2013

**Table 4.12-3** indicates the potential for annoyance to humans as a result of ground-borne vibration.

**TABLE 4.12-3**  
**Human Response to Ground-borne Vibration**

Human Response	Vibration Level (Inches per Second PPV)	
	Transient Sources	Continuous/ Frequent/ Intermittent Sources
Barely Perceptible	0.04	0.01
Distinctly Perceptible	0.25	0.04
Strongly Perceptible	0.9	0.10
Disturbing	2.0	0.4

Source: Caltrans, 2013

**Table 4.12-4** indicates vibration levels for various types of construction equipment that may be used for the proposed Project.

**TABLE 4.12-4**  
**Examples of Construction Equipment Ground-borne Vibration**

<b>Equipment Type</b>	<b>PPV at 25 feet (inches per second)</b>
Bulldozer (small)	0.003
Bulldozer (large)	0.089
Jackhammer	0.035
Loaded trucks	0.076
Pile Driver (Impact)	0.65
Pile Driver (Vibratory)	0.17
Vibratory roller	0.210

*Source: Caltrans Vibration Prediction and Screening Assessment for Construction Equipment, 2013.*

Vibration levels from pile driving at varying distances from the source can be calculated using the following formula:

$$PPV_{\text{Impact Pile Driver}} = PPV_{\text{Ref}} \times (25/D)^n \times (E_{\text{equip}}/E_{\text{Ref}})^{0.5}$$

Where:

$PPV_{\text{Ref}}$  = 0.65 in/sec for a reference pile driver at 25 feet

$D$  = distance from pile driver to the receiver in feet

$n$  = a value related to the vibration attenuation rate through ground<sup>1</sup>

$E_{\text{Ref}}$  = 36,000 ft-lbs (rated energy of reference pile driver)

$E_{\text{equip}}$  = rated energy of impact pile driver in ft-lbs<sup>2</sup>

Using the footnoted assumptions, ground-borne vibration levels from impact pile driving could reach approximately 0.16 PPV inches per second at the caretaker's trailer on the west side of the river, and 0.08 PPV inches per second at the residence on the east side of the river. As shown in **Table 4.12-3**, these vibration levels would be Distinctly Perceptible at the residence on the east side of the river and Strongly Perceptible at the caretaker's trailer on the west side of the river, but, As shown in **Table 4.12-2**, would not approach levels that could result in structural damage to older residences. Vibration levels would be lower at all other structures in the vicinity.

Vibration levels from other equipment use at varying distances from the source can be calculated using the following formula:

$$PPV_{\text{Equipment}} = PPV_{\text{Ref}} \times (25/D)^n$$

Based on this equation, a vibratory roller at a distance of 40 feet would generate a PPV of 0.13 inches per second, while a large bulldozer would generate a PPV of up to 0.06 inches per second.

<sup>1</sup> The attenuation rate ( $n$ ) for vibration impacts is based, in part, on site-specific soil conditions. The Caltrans Transportation and Construction Vibration Guidance Manual (2013), recommends using an attenuation rate of 1.0 for hard, competent rock (e.g., bedrock, freshly exposed hard rock that is hard to break with a hammer), which is expected to be encountered at the Bridge Site.

<sup>2</sup> The geotechnical engineer (E. Nichols, pers. comm.) for the project recommended using an  $E_{\text{equip}}$  value for a D36-32 hammer, which has a fully rated energy of 90,540 ft-lbs. The geotechnical engineer also noted that the actual energy will depend on the hammer selected; further, because of the presence of bedrock under the piers and Abutment 4, pilot holes will be drilled in these areas and the needed hammer energy will be approximately 75 to 80 percent of the fully rated energy.

As with pile driving, these vibration levels would be Distinctly Perceptible to Strongly Perceptible, but would not cause structural damage to older residences.

As noted above, blasting is not expected to be necessary but the potential need for blasting cannot be ruled out at this time; blasting may be needed to fracture the bedrock on the western side of the bridge. Blasting is considered a transient event and would be of short duration over a specified period of time. Noise and vibration levels associated with blasting can be highly variable depending on the methodology selected by the licensed blasting professional. If blasting is required, it would be conducted under the direct supervision of a blaster holding a current license issued by Cal/OSHA; a blasting plan subject to approval by Shasta County would be provided in advance so that the County can ensure that potential concerns with respect to noise, vibration, safety, and security are adequately addressed.

**Mitigation Measure MM 4.12.1** would restrict construction activities to daytime hours and limit the exposure of nearby residents to noise and ground-borne vibration generated by construction activities. **Mitigation Measure MM 4.12.2** requires even more limited hours for pile driving and blasting activities. **Mitigation Measure MM 4.12.3** provides additional controls for noise and vibration caused by pile-driving. **MM 4.12.4, MM 4.12.5 and MM 4.12.6** would further reduce construction-related impacts. Additionally, as called for in **Mitigation Measure MM 4.6.3**, a blasting plan subject to approval by Shasta County would be provided in advance so that the County can ensure that potential concerns with respect to noise, vibration, safety, and security are adequately addressed.

Because increased noise and ground-borne vibration are temporary and would cease upon completion of Project construction, and mitigation measures would be implemented to reduce noise and ground-borne vibration during construction, impacts would be less than significant.

#### Questions E and F

According to the Shasta County General Plan, the Project area is not within an airport land use plan area. According to the Federal Aviation Administration (FAA), the nearest public airport is Fall River Mills Airport, approximately 3,200 feet (0.6 miles) north of the bridge area. The FAA also lists two privately owned heliports in Burney, California: The Burney Service Center Heliport, owned by Pacific Gas & Electric, approximately 13 miles to the southwest; and the Burney Sheriff's Station Heliport, owned by Shasta County, approximately 14.5 miles to the southwest.

Although construction workers would be completing improvements 0.6 miles south of the Fall River Mills Airport, exposure to noise from the airport would be minimal. The proposed Project does not include any components that would introduce a substantial number of people to the area in the long-term; therefore, potential impacts are less than significant.

#### **CUMULATIVE IMPACTS**

The proposed Project would result in a temporary increase in daytime noise levels during construction activities. Other projects within the study area would also contribute to increases in noise levels during construction, and in some cases construction periods may overlap. However, all construction would take place in compliance with applicable policies governing noise levels. Therefore, cumulative noise impacts are considered less than significant.

#### **MITIGATION**

- MM 4.12.1** Construction activities (excluding activities that would result in a safety concern to the public or construction workers due to interference with traffic) shall be limited to between the daytime hours of 7:00 A.M. and 7:00 P.M., Monday through Friday; and 8:00 A.M. and 5:00 P.M., on Saturdays, Sundays, and federal/state recognized holidays.
- MM 4.12.2** Pile driving and blasting activities shall occur only between the hours of 9:00 A.M. and 6:00 P.M.

- MM 4.12.3** Noise generated by pile-driving activities shall be minimized to the extent practicable, through the use of cushion blocks with impact hammer pile drivers; attaching acoustical insulation material to the inside of construction fencing or supports; installing temporary sound barriers between sensitive uses and the construction site; and/or pre-drilling holes for the piles. Sonic or vibratory pile drivers may be used where geological conditions permit their use.
- MM 4.12.4** Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.
- MM 4.12.5** When not in use, motorized construction equipment shall not be left idling for more than five minutes.
- MM 4.12.6** Stationary equipment (generators, compressors, etc.) shall be located at the furthest practical distance from nearby noise-sensitive land uses.

### **DOCUMENTATION**

**California Department of Transportation.** 2013. Transportation and Construction Vibration Guidance Manual. [http://www.dot.ca.gov/hq/env/noise/pub/TCVGM\\_Sep13\\_FINAL.pdf](http://www.dot.ca.gov/hq/env/noise/pub/TCVGM_Sep13_FINAL.pdf). Accessed March 2017.

**Federal Transit Administration.** 2006. *Transit Noise and Vibration Impact Assessment*. FTA-VA-90-1003-06. Washington, DC: Office of Planning and Environment. [http://www.fta.dot.gov/documents/FTA\\_Noise\\_and\\_Vibration\\_Manual.pdf](http://www.fta.dot.gov/documents/FTA_Noise_and_Vibration_Manual.pdf). Accessed October 2016.

**Shasta County.** 2004. Shasta County General Plan, Chapter 5.5 (Noise). [http://www.co.shasta.ca.us/docs/Resource\\_Management/docs/55noise.pdf?sfvrsn=0](http://www.co.shasta.ca.us/docs/Resource_Management/docs/55noise.pdf?sfvrsn=0). Accessed October 2016.

\_\_\_\_\_. Shasta County Department of Public Works. Personal communications with ENPLAN. October - December 2016.

## **4.13 POPULATION AND HOUSING**

Would the project:

<b>Issues and Supporting Evidence</b>	<b>Potentially Significant Impact</b>	<b>Potentially Significant Unless Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a. Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION OF IMPACTS****Question A**

The proposed Project is needed because the existing bridge, constructed in 1922, is structurally deficient, functionally obsolete for width and loading, and does not meet current federal or local design standards. The improvements are not growth-related. Therefore, the proposed Project would not induce substantial population growth in the area, either directly or indirectly, and there would be no impact.

**Questions B and C**

No houses would be demolished to accommodate the proposed improvements; therefore, there would be no impact.

**CUMULATIVE IMPACTS**

Cumulative growth in the area has been addressed in the County's General Plan. Because the purpose of the proposed Project is to repair aging infrastructure, it would not increase growth beyond that projected in the General Plan; therefore, no cumulative impacts would occur.

**MITIGATION**

None necessary

**DOCUMENTATION**

**Shasta County.** 2011. Shasta County General Plan, Housing Element.  
[http://www.co.shasta.ca.us/index/drm\\_index/planning\\_index/housing\\_element.aspx](http://www.co.shasta.ca.us/index/drm_index/planning_index/housing_element.aspx). Accessed November 2016.

**4.14 PUBLIC SERVICES**

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

<b>Issues and Supporting Evidence</b>	<b>Potentially Significant Impact</b>	<b>Potentially Significant Unless Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION OF IMPACTS****Questions A and B**

The proposed Project would not result in the need for additional long-term fire protection services. In the event of an emergency during construction activities, fire protection services would be provided by the Fall River Mills Fire Department. No new facilities related to fire protection would need to be constructed. The proposed Project would not result, either directly or indirectly, in an increase in population or new commercial development requiring additional law enforcement services. Therefore, there would be no impact.

**Questions C, D, and E**

The proposed Project would not result, either directly or indirectly, in an increase in population requiring additional schools, parks, or public facilities, or the expansion of existing schools, parks, or other public facilities. Therefore, there would be no impact.

**CUMULATIVE IMPACTS**

As described above, the proposed Project would not increase the demand for long-term public services; therefore, no cumulatively considerable impacts would occur.

**MITIGATION**

None necessary

**DOCUMENTATION**

**Shasta County.** 2004. Shasta County General Plan, Chapter 5.4 (Fire Safety and Sheriff Protection).  
[http://www.co.shasta.ca.us/docs/Resource\\_Management/docs/54firesafety.pdf?sfvrsn=0](http://www.co.shasta.ca.us/docs/Resource_Management/docs/54firesafety.pdf?sfvrsn=0).  
 Accessed March 2017.

**4.15 RECREATION**

Would the project:

<b>Issues and Supporting Evidence</b>	<b>Potentially Significant Impact</b>	<b>Potentially Significant Unless Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION OF IMPACTS****Questions A and B**

The proposed Project does not include the construction of houses or businesses that would increase the number of residents or employees in the area. Therefore, the proposed Project would not result in



an increased demand for recreational facilities. Likewise, Project implementation would have no adverse effects on the nearby PG&E fishing access point or other existing recreational facilities.

### **CUMULATIVE IMPACTS**

The proposed Project would not impact any existing recreational facilities; therefore, no cumulatively considerable impacts to recreational facilities would occur.

### **MITIGATION**

None necessary

### **DOCUMENTATION**

**Shasta County Department of Public Works.** Personal communications with ENPLAN.  
November 2016.

## **4.16 TRANSPORTATION/TRAFFIC**

Would the project:

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

### **REGULATORY CONTEXT**

**Shasta County General Plan:** Chapter 7.4 (Circulation).

**Objective C-6** Formulate and adopt circulation design standards that:

- are uniformly applied on a Countywide basis according to development type;
- respond to public safety and health considerations, especially vehicle and pedestrian safety, emergency access, evacuation routes, and the existing noise environments of communities;

- address all modes of transportation; and
- will not result in substantial deterioration of air quality.

## **DISCUSSION OF IMPACTS**

### **Questions A and B**

The proposed improvements would not, either directly or indirectly, result in an increase in housing or commercial/industrial development that would cause an increase in traffic in the area. As such, implementation of the proposed Project would not substantially affect the surrounding transportation network in the long term, and would not conflict with existing plans, ordinances, policies, or programs.

There would be short-term increases in traffic in the area associated with construction workers and equipment; however, as discussed in Question 4.8 G, temporary traffic control is required and must adhere to the procedures, methods, and guidance given in the current edition of the California Manual on Uniform Traffic Control Devices (California MUTCD). Impacts would be less than significant.

### **Question C**

The proposed Project does not involve any aviation-related uses and would not increase the need for air travel that would result in aviation-related safety risks. Therefore, there would be no impact.

### **Questions D and E**

See Question 4.8 G for a discussion of potential construction-related impacts. The proposed Project would not result in a permanent alteration of public access routes or an increase in hazards due to transportation design features or incompatible uses. Emergency access would be maintained throughout construction. Therefore, impacts would be less than significant.

### **Question F**

The proposed Project would not result in the need for additional long-term parking. Parking for construction equipment and employees would be provided throughout construction at designated staging areas. Therefore, there would be no impact.

### **Question G**

The proposed Project does not include any components that would remove or change the location of any sidewalk, bicycle lane, ride sharing or public transportation facility. There are no adopted policies, plans or programs related to alternative transportation that would apply to the proposed Project. Therefore, there would be no impact.

## **CUMULATIVE IMPACTS**

The proposed Project would not result in a permanent increase in traffic. Traffic impacts would occur temporarily during construction activities. However, no significant concurrent construction activities near the roadway network are anticipated. Therefore, no cumulative impacts would occur.

## **MITIGATION**

None necessary

**DOCUMENTATION**

**Shasta County.** 2004. Shasta County General Plan, Chapter 7.4 (Circulation).

[http://www.co.shasta.ca.us/docs/Resource\\_Management/docs/74circ.pdf?sfvrsn=0](http://www.co.shasta.ca.us/docs/Resource_Management/docs/74circ.pdf?sfvrsn=0). Accessed October 2016.

**4.17 TRIBAL CULTURAL RESOURCES**

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code (PRC) section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place or object with cultural value to a California Native American tribe, and that is:

Issues and Supporting Evidence	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. A resource listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC section 5024.1? In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**REGULATORY CONTEXT****Assembly Bill 52 (2014)**

Public Resources Code §21084.2 establishes that *“a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment.”* In order to determine whether a project may have such an effect, a lead agency is required to consult with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if:

1. The California Native American tribe requested to the lead agency, in writing, to be informed through formal notification of proposed projects in the geographical area; and
2. The tribe responds, in writing, within 30 days of receipt of the formal notification and requests the consultation.

The consultation must take place prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Pursuant to PRC §21084.3, lead agencies must, when feasible, avoid damaging effects to a tribal cultural resource and must consider measures to mitigate any identified impact. PRC §20184.3 (b)(2) provides the following examples of mitigation measures that lead agencies may consider:

1. Avoidance and preservation of the resources in place, including, but not limited to, planning and construction to avoid the resources and protect the cultural and natural context, or planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.

2. Treating the resource with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:
  - a. Protecting the cultural character and integrity of the resource
  - b. Protecting the traditional use of the resource
  - c. Protecting the confidentiality of the resource
3. Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places
4. Protecting the resource

#### **Definition of Tribal Cultural Resource**

PRC §21074 states:

- (a) "Tribal cultural resources" are either of the following:
  - (1) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
    - (A) Included or determined to be eligible for inclusion in the California Register of Historical Resources.
    - (B) Included in a local register of historical resources as defined in subdivision (k) of §5020.1.
  - (2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of §5024.1. In applying the criteria set forth in subdivision (c) of §5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.
- (b) A cultural landscape that meets the criteria of subdivision (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.
- (c) A historical resource described in §21084.1, a unique archaeological resource as defined in subdivision (g) of §21083.2, or a "nonunique archaeological resource" as defined in subdivision (h) of §21083.2 may also be a tribal cultural resource if it conforms to the criteria of subdivision (a).

#### **DISCUSSION OF IMPACTS**

##### **Questions A and B**

Shasta County Planning Department staff (W. Walker, pers. comm.) confirmed that, as of November 1, 2017, only one Native American group, the Pit River Tribe, has filed a request for AB 52 notification with the County. Pursuant to AB 52, the County notified the Pit River Tribe regarding the proposed Project. The Tribe requested AB 52 consultation regarding the subject Project.

Based on direction from the Pit River Tribal Council, Shasta County conducted consultation with representatives of the Ajumawi Band of the Pit River Tribe. The objective of consultation was to ensure that project implementation would not adversely affect tribal cultural resources.

As noted under Section 4.5 (Cultural Resources), consultation revealed that one traditional cultural property (TCP) has been designated in the area. The TCP, known as the Ajumawi Settlement Area TCP, has been broadly mapped to include the entirety of the bridge APE and extensive surrounding

lands; a fraction of the TCP is within the ADI. The geographic area is of cultural significance to the Ajumawi Band of Pit River Indians and is a NRHP-eligible TCP.

As documented in Section 4.5, implementation of the PA, as called for in **Mitigation Measure MM 4.5.1**, will ensure that the proposed Project would not adversely affect the TCP as a whole and would not diminish the characteristics that make the overall property eligible for NRHP listing. **Mitigation Measures MM 4.5.2 and 4.5.3** address the inadvertent discovery of cultural resources and human remains to ensure that impacts are less than significant.

As documented in **Appendix C**, following review of Project plans, the Ajumawi Band has concurred that the proposed Project, within implementation of **MM 4.5.1** through **MM 4.5.3**, would not adversely affect tribal cultural resources.

### **CUMULATIVE IMPACTS**

Cumulative projects in the vicinity of the Project area have the potential to impact tribal cultural resources. Tribal cultural resources are afforded special legal protections designed to reduce the cumulative effects of development. Potential cumulative projects and the proposed Project would be subject to the protection of tribal cultural resources afforded by Public Resources Code §21084.3. Given the non-renewable nature of tribal cultural resources, any impact to tribal cultural sites, features, places, landscapes or objects could be considered cumulatively considerable.

Although the proposed Project may affect the NRHP-eligible Ajumawi Settlement Area TCP and/or other cultural elements, **Mitigation Measures MM 4.5.1** through **MM 4.5.3** address the inadvertent discovery of cultural resources and human remains and provide for avoidance and/or mitigation of Project effects on such resources. Therefore, with implementation of the proposed mitigation measures, the Project would have less than significant cumulative impacts to tribal cultural resources.

### **MITIGATION**

Implementation of **Mitigation Measures MM 4.5.1** through **MM 4.5.3**.

### **DOCUMENTATION**

**ENPLAN**. 2012. Archaeological Survey Report for the Cassel-Fall River Road Bridge (6C0039) Replacement Project over the Pit River, Shasta County, California. Prepared for Shasta County (Confidential Document).

**Shasta County**. 2004. Shasta County General Plan, Chapter 6.10 (Heritage Resources).  
[http://www.co.shasta.ca.us/docs/Resource\\_Management/docs/6\\_10heritage.pdf?sfvrsn=0](http://www.co.shasta.ca.us/docs/Resource_Management/docs/6_10heritage.pdf?sfvrsn=0).  
 Accessed November 2016.

## **4.18 UTILITIES AND SERVICE SYSTEMS**

Would the project:

<b>Issues and Supporting Evidence</b>	<b>Potentially Significant Impact</b>	<b>Potentially Significant Unless Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Comply with federal, state and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### **REGULATORY CONTEXT**

**Shasta County General Plan:** Chapter 7.5 (Public Facilities).

#### **Objectives**

**PF-1** Development of a comprehensive, long-term plan for wastewater treatment within the County, coordinated with community development objectives and designed to provide this service in a manner making the most effective use of public resources.

**PF-3** Develop the Shasta County solid waste program in accordance with the adopted management plans.

### **DISCUSSION OF IMPACTS**

#### **Question A**

The proposed Project would not generate the need for wastewater treatment or induce population growth either directly or indirectly that would increase the demand for wastewater treatment. Therefore, there would be no impact.

#### **Question B**

The proposed Project does not include the construction of new facilities other than the improvements discussed in this Initial Study. Therefore, there would be no impact.

#### **Question C**

Completion of the proposed Project would not require the construction or expansion of permanent storm water drainage facilities other than roadside ditches and pipes, which are addressed in this Initial Study. In addition, as discussed in Section 4.9 under Questions C and D, adequate control of surface water during construction is expected to be achieved by means of dewatering, diking, and diversion. Improvement plans will ensure positive surface drainage at all locations to keep surface water from ponding and infiltrating subgrade soils. Drainage will also be directed away from slopes to prevent erosion of near-surface soils. Because the improvement plans would be prepared by a licensed engineer, and standard engineering design measures and construction methods would be implemented, impacts from the proposed drainage improvements would be less than significant.

**Questions D and E**

Relatively small amounts of water would be used during project construction, but this is a temporary impact. As discussed under Question 4.13 A, the proposed Project would not induce population growth either directly or indirectly that would require additional long-term water supplies or increase the demand for wastewater treatment. Therefore, impacts would be less than significant.

**Questions F and G**

The proposed Project would generate a large amount of solid waste, mainly from demolition of the existing bridge. Construction and demolition materials would be recycled to the extent feasible. Solid waste that remains after recycling would be disposed of at a landfill within the region. **Mitigation Measures MM 4.3.2, MM 3.3.3, MM 4.3.4, and MM 4.8.1** require disposal of materials containing asbestos, lead or TWW at a facility that is specifically licensed to accept these hazardous waste materials. In the long-term, the proposed Project would not result in a long-term demand for additional solid waste services.

The construction contractor would be responsible for disposing of all construction waste. The County would ensure through contractual obligations that the contractor complies with all federal, State and local statutes related to solid waste disposal. Therefore, impacts would be less than significant.

**CUMULATIVE IMPACTS**

Utility and service systems in the area would not experience a permanent increase in demand for services over existing conditions. Therefore, the proposed Project would not contribute to cumulative impacts to utility and service systems.

**MITIGATION**

None necessary

**DOCUMENTATION**

**Shasta County.** 2004. Shasta County General Plan, Chapter 7.5 (Public Facilities).  
[http://www.co.shasta.ca.us/docs/Resource\\_Management/docs/75pubfac.pdf?sfvrsn=0](http://www.co.shasta.ca.us/docs/Resource_Management/docs/75pubfac.pdf?sfvrsn=0).  
 Accessed November 2016.

**4.19 MANDATORY FINDINGS OF SIGNIFICANCE**

Issues and Supporting Evidence	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plants or animals, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

b. Does the project have impacts that are individually limited, but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **DISCUSSION OF IMPACTS**

#### **Question A**

As discussed in the applicable environmental resource section above, the proposed Project could result in possible effects to special-status wildlife species, loss of riparian habitat, loss of wetlands, loss of oak woodland, disturbance of nesting migratory birds, impacts to cultural resources and tribal cultural resources, potential exposure to geologic and hydrologic hazards, temporarily increased risk of wildfires, temporarily increased risk of exposure to contaminated materials, temporarily increased air emissions, and temporarily increased noise and vibration levels. However, mitigation measures are included to reduce all potential impacts to a less than significant level.

#### **Question B**

The potential cumulative impacts of the proposed Project have been analyzed within the discussion of each environmental resource area above. Mitigation measures are included to reduce all potential impacts to a less than significant level.

#### **Question C**

As discussed in the applicable environmental resource sections above, the proposed Project could result in adverse effects on human beings due to temporarily increased risk of wildfires, temporarily increased risk of exposure to contaminated materials, temporarily increased air emissions, and temporarily increased noise and vibration levels. However, mitigation measures are included to reduce all potential impacts to a less than significant level.



## SECTION 5.0 LIST OF PREPARERS

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## SECTION 6.0 ABBREVIATIONS AND ACRONYMS

AB	Assembly Bill
AF	Acre Feet
AQAP	Air Quality Attainment Plan
AQMD	Air Quality Management District
APCD	Air Pollution Control District
APE	Area of Potential Effects
AST	Aboveground Storage Tank
BAU	Business as Usual
BMP	Best Management Practice
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
CalARP	California Accidental Release Prevention
CalEPA	California Environmental Protection Agency
CAL FIRE	California Department of Forestry and Fire Protection
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CAP	Criteria Air Pollutants
CARB	California Air Resources Board
CBSC	California Building Standards Code
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CDP	Census Designated Place
CEQ	Council on Environmental Quality
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFR	Code of Federal Regulations
CH <sub>4</sub>	Methane
CIDH	Cast-in-drilled-hole
CNDDDB	California Natural Diversity Data Base
CO	Carbon Monoxide
CO <sub>2</sub>	Carbon Dioxide
CO <sub>2e</sub>	Carbon Dioxide Equivalent
County	Shasta County
CRHR	California Register of Historical Resources
CVRWQCB	Central Valley Regional Water Quality Control Board
CWA	Clean Water Act
CWSRF	Clean Water State Revolving Fund
CY	Cubic Yards

dba	Decibels
DBH	Diameter at Breast Height
DCB	Density Current Baffles
DOC	Department of Conservation
DPS	Distinct Population Segment
DTSC	California Department of Toxic Substances Control
EHD	Environmental Health Department
EO	Executive Order
ERM	Environmental Resources Management
FEMA	Federal Emergency Management Act
FESA	Federal Endangered Species Act
FHSZ	Fire Hazard Severity Zone
GHG	Greenhouse Gas Emissions
GWP	Global Warming Potential
H <sub>2</sub> S	Hydrogen Sulfide
HCP	Habitat Conservation Plan
HFC	Hydrofluorocarbons
HSC	California Health and Safety Code
IBC	International Building Code
IS	Initial Study
LRA	Local Responsibility Area
MACT	Maximum Achievable Control Technology
MCL	Maximum Contaminant Level
MEP	Maximum Extent Practicable
mg/m <sup>3</sup>	Milligrams per Cubic Meter
MND	Mitigated Negative Declaration
MRB	Mining Resource Buffer
MRZ	Mineral Resource Zone
MUTCD	California Manual on Uniform Traffic Control Devices
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NCCP	Natural Community Conservation Plan

NEIC/CHRIS	Northeast Information Center of the California Historical Resources Information System
NEHRA	National Earthquake Hazards Reduction Act
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NF <sub>3</sub>	Nitrogen Trifluoride
NHPA	National Historic Preservation Act
NMFS	National Marine Fisheries Service
N <sub>2</sub>	Nitrogen
N <sub>2</sub> O	Nitrous Oxide
NO	Nitric Oxide
NO <sub>2</sub>	Nitrogen Dioxide
NO <sub>x</sub>	Oxides of Nitrogen
NPDES	National Pollutant Discharge Elimination System
NPPA	California Native Plant Protection Act
NPS	National Park Service
NRCS	Natural Resources Conservation Service
NRHP	National Register of Historic Places
NSVAB	Northern Sacramento Valley Air Basin
NSVPA	Northern Sacramento Valley Planning Area
NWP	Nationwide Permit
O <sub>2</sub>	Oxygen
O <sub>3</sub>	Ozone
OHWM	Ordinary High Water Mark
OSHA	Occupational Safety and Health Act
Pb	Lead
PCN	Pre-Construction Notification
PF	Public Facilities
PFC	Perfluorocarbons
PG&E	Pacific Gas and Electric
PM <sub>2.5</sub>	Particulate Matter, 2.5 microns in size
PM <sub>10</sub>	Particulate Matter, 10 microns in size
PPB	Parts per Billion
PPM	Parts per Million
PPV	Peak Particle Velocity (PPV)
PRC	Public Resources Code
Project	Cassel-Fall River Bridge Replacement
PVC	Polyvinyl Chloride
PWWF	Peak Wet Weather Flow

RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Conditions
RMP	Risk Management Plan
ROG	Reactive Organic Gases
RWQCB	Regional Water Quality Control Board
SB	Senate Bill
SCAQMD	Shasta County Air Quality Management District
SCS	Sustainable Communities Strategy
SDWA	Safe Drinking Water Act
SF <sub>6</sub>	Sulfur Hexafluoride
SHPO	State Historic Preservation Officer
SIP	State Implementation Plan
SMARA	The Surface Mining and Reclamation Act
SO <sub>2</sub>	Sulfur Dioxide
SO <sub>4</sub>	Sulfates
SO <sub>x</sub>	Sulfur Oxides
SRA	State Responsibility Area
SRTA	Shasta Regional Transportation Agency
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
SVAQEEP	Sacramento Valley Air Quality Engineering and Enforcement Professionals
TAC	Toxic Air Contaminants
TDS	Total Dissolved Solids
TMDL	Total Maximum Daily Loads
TPH	Total Petroleum Hydrocarbons
TPQ	Federal Threshold Planning Quantity
TPZ	Timberland Production Zone
USACE	United States Army Corps of Engineers
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
USFWA	United States Fish and Wildlife Service
USGS	United States Geological Survey
VDECS	Verified Diesel Emission Control Strategies
VMT	Vehicle Miles Travelled
VOC	Volatile Organic Compounds
WAS	Waste Activated Sludge
WDRs	Waste Discharge Requirements

WQO                      Water Quality Objectives

$\mu\text{g}/\text{m}^3$                       Micrograms per Cubic Meter

## **APPENDIX A**

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CalEEMod.2016.3.2 Emissions Reports

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

## Cassel-Fall River Bridge

### Shasta County AQMD Air District, Annual

## 1.0 Project Characteristics

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### 1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	0.00		1.20	52,272.00	0

### 1.2 Other Project Characteristics

Urbanization	Rural	Wind Speed (m/s)	2.7	Precipitation Freq (Days)	82
Climate Zone	3			Operational Year	2019
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

### 1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Information provided by Morrison Structures, Inc.

Construction Phase - Construction schedule provided

Off-road Equipment - No architectural coatings per Morrison Structures, Inc.

Grading - Information provided by Morrison Structures, Inc.

Demolition -

Area Coating - No parking involved.

Land Use Change -

Construction Off-road Equipment Mitigation -



## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

Table Name	Column Name	Default Value	New Value
tblAreaCoating	Area_Parking	3136	0
tblConstructionPhase	NumDays	10.00	0.00
tblConstructionPhase	NumDays	200.00	142.00
tblConstructionPhase	NumDays	20.00	15.00
tblConstructionPhase	NumDays	4.00	10.00
tblConstructionPhase	NumDays	2.00	3.00
tblConstructionPhase	PhaseEndDate	3/23/2020	3/9/2020
tblConstructionPhase	PhaseEndDate	2/24/2020	11/15/2019
tblConstructionPhase	PhaseEndDate	5/10/2019	12/6/2019
tblConstructionPhase	PhaseEndDate	5/20/2019	5/1/2019
tblConstructionPhase	PhaseEndDate	3/9/2020	9/13/2019
tblConstructionPhase	PhaseEndDate	5/14/2019	4/17/2019
tblConstructionPhase	PhaseStartDate	5/21/2019	5/2/2019
tblConstructionPhase	PhaseStartDate	4/15/2019	11/18/2019
tblConstructionPhase	PhaseStartDate	5/15/2019	4/18/2019
tblConstructionPhase	PhaseStartDate	2/25/2020	9/2/2019
tblConstructionPhase	PhaseStartDate	5/11/2019	4/15/2019
tblGrading	AcresOfGrading	3.75	1.20
tblGrading	AcresOfGrading	1.50	0.00
tblGrading	MaterialExported	0.00	4,500.00
tblGrading	MaterialImported	0.00	1,750.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	UsageHours	6.00	0.00
tblProjectCharacteristics	UrbanizationLevel	Urban	Rural

## 2.0 Emissions Summary

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**2.1 Overall Construction****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.2136	1.7091	1.2926	2.7300e-003	0.0927	0.0838	0.1765	0.0302	0.0803	0.1105	0.0000	237.4399	237.4399	0.0384	0.0000	238.3991
2020	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Maximum	0.2136	1.7091	1.2926	2.7300e-003	0.0927	0.0838	0.1765	0.0302	0.0803	0.1105	0.0000	237.4399	237.4399	0.0384	0.0000	238.3991

**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.2136	1.7091	1.2926	2.7300e-003	0.0569	0.0838	0.1407	0.0174	0.0803	0.0977	0.0000	237.4397	237.4397	0.0384	0.0000	238.3990
2020	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Maximum	0.2136	1.7091	1.2926	2.7300e-003	0.0569	0.0838	0.1407	0.0174	0.0803	0.0977	0.0000	237.4397	237.4397	0.0384	0.0000	238.3990

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	38.65	0.00	20.30	42.42	0.00	11.59	0.00	0.00	0.00	0.00	0.00	0.00

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	4-15-2019	7-14-2019	0.7511	0.7511
2	7-15-2019	10-14-2019	0.6931	0.6931
3	10-15-2019	1-14-2020	0.4317	0.4317
		Highest	0.7511	0.7511

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**2.2 Overall Operational****Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	3.3800e-003	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>3.3800e-003</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	3.3800e-003	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>3.3800e-003</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**2.3 Vegetation****Vegetation**

	CO2e
Category	MT
Vegetation Land Change	-11.1000
<b>Total</b>	<b>-11.1000</b>

**3.0 Construction Detail****Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	4/15/2019	4/17/2019	5	3	
2	Grading	Grading	4/18/2019	5/1/2019	5	10	
3	Building Construction	Building Construction	5/2/2019	11/15/2019	5	142	
4	Paving	Paving	9/2/2019	9/13/2019	5	10	
5	Demolition	Demolition	11/18/2019	12/6/2019	5	15	
6	Architectural Coating	Architectural Coating	3/10/2020	3/9/2020	5	0	

**Acres of Grading (Site Preparation Phase): 0**

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**Acres of Grading (Grading Phase): 1.2****Acres of Paving: 1.2****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 3,136 (Architectural Coating – sqft)****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	0	0.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Graders	1	6.00	187	0.41
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	0	4.00	0.00	0.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	22.00	9.00	0.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT
Demolition	5	13.00	0.00	247.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	781.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**

Replace Ground Cover

Water Exposed Area

**3.2 Site Preparation - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					7.9000e-003	0.0000	7.9000e-003	4.3400e-003	0.0000	4.3400e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.5700e-003	0.0292	0.0118	3.0000e-005		1.3200e-003	1.3200e-003		1.2200e-003	1.2200e-003	0.0000	2.3200	2.3200	7.3000e-004	0.0000	2.3384
<b>Total</b>	<b>2.5700e-003</b>	<b>0.0292</b>	<b>0.0118</b>	<b>3.0000e-005</b>	<b>7.9000e-003</b>	<b>1.3200e-003</b>	<b>9.2200e-003</b>	<b>4.3400e-003</b>	<b>1.2200e-003</b>	<b>5.5600e-003</b>	<b>0.0000</b>	<b>2.3200</b>	<b>2.3200</b>	<b>7.3000e-004</b>	<b>0.0000</b>	<b>2.3384</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**3.2 Site Preparation - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.0000e-005	7.0000e-005	6.2000e-004	0.0000	1.5000e-004	0.0000	1.5000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1381	0.1381	1.0000e-005	0.0000	0.1382
<b>Total</b>	<b>8.0000e-005</b>	<b>7.0000e-005</b>	<b>6.2000e-004</b>	<b>0.0000</b>	<b>1.5000e-004</b>	<b>0.0000</b>	<b>1.5000e-004</b>	<b>4.0000e-005</b>	<b>0.0000</b>	<b>4.0000e-005</b>	<b>0.0000</b>	<b>0.1381</b>	<b>0.1381</b>	<b>1.0000e-005</b>	<b>0.0000</b>	<b>0.1382</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					3.0800e-003	0.0000	3.0800e-003	1.6900e-003	0.0000	1.6900e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.5700e-003	0.0292	0.0118	3.0000e-005		1.3200e-003	1.3200e-003		1.2200e-003	1.2200e-003	0.0000	2.3200	2.3200	7.3000e-004	0.0000	2.3384
<b>Total</b>	<b>2.5700e-003</b>	<b>0.0292</b>	<b>0.0118</b>	<b>3.0000e-005</b>	<b>3.0800e-003</b>	<b>1.3200e-003</b>	<b>4.4000e-003</b>	<b>1.6900e-003</b>	<b>1.2200e-003</b>	<b>2.9100e-003</b>	<b>0.0000</b>	<b>2.3200</b>	<b>2.3200</b>	<b>7.3000e-004</b>	<b>0.0000</b>	<b>2.3384</b>



## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**3.2 Site Preparation - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.0000e-005	7.0000e-005	6.2000e-004	0.0000	1.5000e-004	0.0000	1.5000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1381	0.1381	1.0000e-005	0.0000	0.1382
<b>Total</b>	<b>8.0000e-005</b>	<b>7.0000e-005</b>	<b>6.2000e-004</b>	<b>0.0000</b>	<b>1.5000e-004</b>	<b>0.0000</b>	<b>1.5000e-004</b>	<b>4.0000e-005</b>	<b>0.0000</b>	<b>4.0000e-005</b>	<b>0.0000</b>	<b>0.1381</b>	<b>0.1381</b>	<b>1.0000e-005</b>	<b>0.0000</b>	<b>0.1382</b>

**3.3 Grading - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0237	0.0000	0.0237	0.0126	0.0000	0.0126	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.1000e-003	0.0802	0.0330	7.0000e-005		3.6800e-003	3.6800e-003		3.3900e-003	3.3900e-003	0.0000	6.3339	6.3339	2.0000e-003	0.0000	6.3840
<b>Total</b>	<b>7.1000e-003</b>	<b>0.0802</b>	<b>0.0330</b>	<b>7.0000e-005</b>	<b>0.0237</b>	<b>3.6800e-003</b>	<b>0.0274</b>	<b>0.0126</b>	<b>3.3900e-003</b>	<b>0.0159</b>	<b>0.0000</b>	<b>6.3339</b>	<b>6.3339</b>	<b>2.0000e-003</b>	<b>0.0000</b>	<b>6.3840</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**3.3 Grading - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.5200e-003	0.1193	0.0169	3.2000e-004	6.5500e-003	5.8000e-004	7.1300e-003	1.8000e-003	5.5000e-004	2.3600e-003	0.0000	30.2969	30.2969	1.8000e-003	0.0000	30.3418
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.6000e-004	2.3000e-004	2.0800e-003	1.0000e-005	4.9000e-004	0.0000	4.9000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4602	0.4602	2.0000e-005	0.0000	0.4606
<b>Total</b>	<b>3.7800e-003</b>	<b>0.1195</b>	<b>0.0190</b>	<b>3.3000e-004</b>	<b>7.0400e-003</b>	<b>5.8000e-004</b>	<b>7.6200e-003</b>	<b>1.9300e-003</b>	<b>5.5000e-004</b>	<b>2.4900e-003</b>	<b>0.0000</b>	<b>30.7571</b>	<b>30.7571</b>	<b>1.8200e-003</b>	<b>0.0000</b>	<b>30.8024</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					9.2400e-003	0.0000	9.2400e-003	4.9000e-003	0.0000	4.9000e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.1000e-003	0.0802	0.0330	7.0000e-005		3.6800e-003	3.6800e-003		3.3900e-003	3.3900e-003	0.0000	6.3339	6.3339	2.0000e-003	0.0000	6.3840
<b>Total</b>	<b>7.1000e-003</b>	<b>0.0802</b>	<b>0.0330</b>	<b>7.0000e-005</b>	<b>9.2400e-003</b>	<b>3.6800e-003</b>	<b>0.0129</b>	<b>4.9000e-003</b>	<b>3.3900e-003</b>	<b>8.2900e-003</b>	<b>0.0000</b>	<b>6.3339</b>	<b>6.3339</b>	<b>2.0000e-003</b>	<b>0.0000</b>	<b>6.3840</b>

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**3.3 Grading - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.5200e-003	0.1193	0.0169	3.2000e-004	6.5500e-003	5.8000e-004	7.1300e-003	1.8000e-003	5.5000e-004	2.3600e-003	0.0000	30.2969	30.2969	1.8000e-003	0.0000	30.3418
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.6000e-004	2.3000e-004	2.0800e-003	1.0000e-005	4.9000e-004	0.0000	4.9000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4602	0.4602	2.0000e-005	0.0000	0.4606
<b>Total</b>	<b>3.7800e-003</b>	<b>0.1195</b>	<b>0.0190</b>	<b>3.3000e-004</b>	<b>7.0400e-003</b>	<b>5.8000e-004</b>	<b>7.6200e-003</b>	<b>1.9300e-003</b>	<b>5.5000e-004</b>	<b>2.4900e-003</b>	<b>0.0000</b>	<b>30.7571</b>	<b>30.7571</b>	<b>1.8200e-003</b>	<b>0.0000</b>	<b>30.8024</b>

**3.4 Building Construction - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1613	1.1346	0.9576	1.5700e-003		0.0650	0.0650		0.0628	0.0628	0.0000	129.9811	129.9811	0.0250	0.0000	130.6058
<b>Total</b>	<b>0.1613</b>	<b>1.1346</b>	<b>0.9576</b>	<b>1.5700e-003</b>		<b>0.0650</b>	<b>0.0650</b>		<b>0.0628</b>	<b>0.0628</b>	<b>0.0000</b>	<b>129.9811</b>	<b>129.9811</b>	<b>0.0250</b>	<b>0.0000</b>	<b>130.6058</b>

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**3.4 Building Construction - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.2400e-003	0.0821	0.0192	1.7000e-004	3.7600e-003	6.2000e-004	4.3800e-003	1.0900e-003	5.9000e-004	1.6800e-003	0.0000	16.4152	16.4152	1.5500e-003	0.0000	16.4539
Worker	0.0100	8.8100e-003	0.0813	2.0000e-004	0.0190	1.4000e-004	0.0191	5.0500e-003	1.3000e-004	5.1800e-003	0.0000	17.9707	17.9707	6.8000e-004	0.0000	17.9878
<b>Total</b>	<b>0.0133</b>	<b>0.0909</b>	<b>0.1005</b>	<b>3.7000e-004</b>	<b>0.0227</b>	<b>7.6000e-004</b>	<b>0.0235</b>	<b>6.1400e-003</b>	<b>7.2000e-004</b>	<b>6.8600e-003</b>	<b>0.0000</b>	<b>34.3859</b>	<b>34.3859</b>	<b>2.2300e-003</b>	<b>0.0000</b>	<b>34.4416</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1613	1.1346	0.9576	1.5700e-003		0.0650	0.0650		0.0628	0.0628	0.0000	129.9809	129.9809	0.0250	0.0000	130.6056
<b>Total</b>	<b>0.1613</b>	<b>1.1346</b>	<b>0.9576</b>	<b>1.5700e-003</b>		<b>0.0650</b>	<b>0.0650</b>		<b>0.0628</b>	<b>0.0628</b>	<b>0.0000</b>	<b>129.9809</b>	<b>129.9809</b>	<b>0.0250</b>	<b>0.0000</b>	<b>130.6056</b>

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**3.4 Building Construction - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.2400e-003	0.0821	0.0192	1.7000e-004	3.7600e-003	6.2000e-004	4.3800e-003	1.0900e-003	5.9000e-004	1.6800e-003	0.0000	16.4152	16.4152	1.5500e-003	0.0000	16.4539
Worker	0.0100	8.8100e-003	0.0813	2.0000e-004	0.0190	1.4000e-004	0.0191	5.0500e-003	1.3000e-004	5.1800e-003	0.0000	17.9707	17.9707	6.8000e-004	0.0000	17.9878
<b>Total</b>	<b>0.0133</b>	<b>0.0909</b>	<b>0.1005</b>	<b>3.7000e-004</b>	<b>0.0227</b>	<b>7.6000e-004</b>	<b>0.0235</b>	<b>6.1400e-003</b>	<b>7.2000e-004</b>	<b>6.8600e-003</b>	<b>0.0000</b>	<b>34.3859</b>	<b>34.3859</b>	<b>2.2300e-003</b>	<b>0.0000</b>	<b>34.4416</b>

**3.5 Paving - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	4.5200e-003	0.0459	0.0445	7.0000e-005		2.6100e-003	2.6100e-003		2.4100e-003	2.4100e-003	0.0000	6.0105	6.0105	1.8700e-003	0.0000	6.0572
Paving	1.5700e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>6.0900e-003</b>	<b>0.0459</b>	<b>0.0445</b>	<b>7.0000e-005</b>		<b>2.6100e-003</b>	<b>2.6100e-003</b>		<b>2.4100e-003</b>	<b>2.4100e-003</b>	<b>0.0000</b>	<b>6.0105</b>	<b>6.0105</b>	<b>1.8700e-003</b>	<b>0.0000</b>	<b>6.0572</b>

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**3.5 Paving - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.2000e-004	3.7000e-004	3.3800e-003	1.0000e-005	7.9000e-004	1.0000e-005	8.0000e-004	2.1000e-004	1.0000e-005	2.2000e-004	0.0000	0.7478	0.7478	3.0000e-005	0.0000	0.7485
<b>Total</b>	<b>4.2000e-004</b>	<b>3.7000e-004</b>	<b>3.3800e-003</b>	<b>1.0000e-005</b>	<b>7.9000e-004</b>	<b>1.0000e-005</b>	<b>8.0000e-004</b>	<b>2.1000e-004</b>	<b>1.0000e-005</b>	<b>2.2000e-004</b>	<b>0.0000</b>	<b>0.7478</b>	<b>0.7478</b>	<b>3.0000e-005</b>	<b>0.0000</b>	<b>0.7485</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	4.5200e-003	0.0459	0.0445	7.0000e-005		2.6100e-003	2.6100e-003		2.4100e-003	2.4100e-003	0.0000	6.0105	6.0105	1.8700e-003	0.0000	6.0572
Paving	1.5700e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>6.0900e-003</b>	<b>0.0459</b>	<b>0.0445</b>	<b>7.0000e-005</b>		<b>2.6100e-003</b>	<b>2.6100e-003</b>		<b>2.4100e-003</b>	<b>2.4100e-003</b>	<b>0.0000</b>	<b>6.0105</b>	<b>6.0105</b>	<b>1.8700e-003</b>	<b>0.0000</b>	<b>6.0572</b>

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**3.5 Paving - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.2000e-004	3.7000e-004	3.3800e-003	1.0000e-005	7.9000e-004	1.0000e-005	8.0000e-004	2.1000e-004	1.0000e-005	2.2000e-004	0.0000	0.7478	0.7478	3.0000e-005	0.0000	0.7485
<b>Total</b>	<b>4.2000e-004</b>	<b>3.7000e-004</b>	<b>3.3800e-003</b>	<b>1.0000e-005</b>	<b>7.9000e-004</b>	<b>1.0000e-005</b>	<b>8.0000e-004</b>	<b>2.1000e-004</b>	<b>1.0000e-005</b>	<b>2.2000e-004</b>	<b>0.0000</b>	<b>0.7478</b>	<b>0.7478</b>	<b>3.0000e-005</b>	<b>0.0000</b>	<b>0.7485</b>

**3.6 Demolition - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0272	0.0000	0.0272	4.1100e-003	0.0000	4.1100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0172	0.1701	0.1117	1.8000e-004		9.6500e-003	9.6500e-003		9.0100e-003	9.0100e-003	0.0000	16.0621	16.0621	4.0900e-003	0.0000	16.1643
<b>Total</b>	<b>0.0172</b>	<b>0.1701</b>	<b>0.1117</b>	<b>1.8000e-004</b>	<b>0.0272</b>	<b>9.6500e-003</b>	<b>0.0368</b>	<b>4.1100e-003</b>	<b>9.0100e-003</b>	<b>0.0131</b>	<b>0.0000</b>	<b>16.0621</b>	<b>16.0621</b>	<b>4.0900e-003</b>	<b>0.0000</b>	<b>16.1643</b>

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**3.6 Demolition - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.1100e-003	0.0377	5.3600e-003	1.0000e-004	2.0700e-003	1.8000e-004	2.2500e-003	5.7000e-004	1.7000e-004	7.5000e-004	0.0000	9.5817	9.5817	5.7000e-004	0.0000	9.5959
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.3000e-004	5.5000e-004	5.0800e-003	1.0000e-005	1.1800e-003	1.0000e-005	1.1900e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	1.1217	1.1217	4.0000e-005	0.0000	1.1228
<b>Total</b>	<b>1.7400e-003</b>	<b>0.0383</b>	<b>0.0104</b>	<b>1.1000e-004</b>	<b>3.2500e-003</b>	<b>1.9000e-004</b>	<b>3.4400e-003</b>	<b>8.9000e-004</b>	<b>1.8000e-004</b>	<b>1.0700e-003</b>	<b>0.0000</b>	<b>10.7035</b>	<b>10.7035</b>	<b>6.1000e-004</b>	<b>0.0000</b>	<b>10.7187</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0106	0.0000	0.0106	1.6000e-003	0.0000	1.6000e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0172	0.1701	0.1117	1.8000e-004		9.6500e-003	9.6500e-003		9.0100e-003	9.0100e-003	0.0000	16.0621	16.0621	4.0900e-003	0.0000	16.1643
<b>Total</b>	<b>0.0172</b>	<b>0.1701</b>	<b>0.1117</b>	<b>1.8000e-004</b>	<b>0.0106</b>	<b>9.6500e-003</b>	<b>0.0203</b>	<b>1.6000e-003</b>	<b>9.0100e-003</b>	<b>0.0106</b>	<b>0.0000</b>	<b>16.0621</b>	<b>16.0621</b>	<b>4.0900e-003</b>	<b>0.0000</b>	<b>16.1643</b>



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**3.6 Demolition - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.1100e-003	0.0377	5.3600e-003	1.0000e-004	2.0700e-003	1.8000e-004	2.2500e-003	5.7000e-004	1.7000e-004	7.5000e-004	0.0000	9.5817	9.5817	5.7000e-004	0.0000	9.5959
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.3000e-004	5.5000e-004	5.0800e-003	1.0000e-005	1.1800e-003	1.0000e-005	1.1900e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	1.1217	1.1217	4.0000e-005	0.0000	1.1228
<b>Total</b>	<b>1.7400e-003</b>	<b>0.0383</b>	<b>0.0104</b>	<b>1.1000e-004</b>	<b>3.2500e-003</b>	<b>1.9000e-004</b>	<b>3.4400e-003</b>	<b>8.9000e-004</b>	<b>1.8000e-004</b>	<b>1.0700e-003</b>	<b>0.0000</b>	<b>10.7035</b>	<b>10.7035</b>	<b>6.1000e-004</b>	<b>0.0000</b>	<b>10.7187</b>

**3.7 Architectural Coating - 2020****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

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**3.7 Architectural Coating - 2020****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**3.7 Architectural Coating - 2020****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**4.0 Operational Detail - Mobile****4.1 Mitigation Measures Mobile****4.2 Trip Summary Information**

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Total					

**4.3 Trip Type Information**

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**4.4 Fleet Mix**

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Other Asphalt Surfaces	0.492890	0.035147	0.185855	0.121278	0.042705	0.008074	0.013315	0.088366	0.001379	0.001401	0.006397	0.001350	0.001844

**5.0 Energy Detail**

Historical Energy Use: N

**5.1 Mitigation Measures Energy**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**5.2 Energy by Land Use - NaturalGas****Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**5.3 Energy by Land Use - Electricity****Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**Mitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**6.0 Area Detail****6.1 Mitigation Measures Area**

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	3.3800e-003	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unmitigated	3.3800e-003	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

## 6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	3.3800e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>3.3800e-003</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**6.2 Area by SubCategory****Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	3.3800e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>3.3800e-003</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**7.0 Water Detail**

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**7.1 Mitigation Measures Water****8.0 Waste Detail**

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**8.1 Mitigation Measures Waste**



## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

**8.2 Waste by Land Use****Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

**8.2 Waste by Land Use****Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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**10.0 Stationary Equipment****Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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**Boilers**

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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**User Defined Equipment**

Equipment Type	Number
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**11.0 Vegetation**

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Annual

	Total CO2	CH4	N2O	CO2e
Category	MT			
Unmitigated	-11.1000	0.0000	0.0000	-11.1000

**11.1 Vegetation Land Change****Vegetation Type**

	Initial/Final	Total CO2	CH4	N2O	CO2e
	Acres	MT			
Trees	0.1 / 0	-11.1000	0.0000	0.0000	-11.1000
<b>Total</b>		<b>-11.1000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>-11.1000</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

## Cassel-Fall River Bridge

### Shasta County AQMD Air District, Summer

## 1.0 Project Characteristics

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### 1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	0.00		1.20	52,272.00	0

### 1.2 Other Project Characteristics

Urbanization	Rural	Wind Speed (m/s)	2.7	Precipitation Freq (Days)	82
Climate Zone	3			Operational Year	2019
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

### 1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Information provided by Morrison Structures, Inc.

Construction Phase - Construction schedule provided

Off-road Equipment - No architectural coatings per Morrison Structures, Inc.

Grading - Information provided by Morrison Structures, Inc.

Demolition -

Area Coating - No parking involved.

Land Use Change -

Construction Off-road Equipment Mitigation -

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

Table Name	Column Name	Default Value	New Value
tblAreaCoating	Area_Parking	3136	0
tblConstructionPhase	NumDays	10.00	0.00
tblConstructionPhase	NumDays	200.00	142.00
tblConstructionPhase	NumDays	20.00	15.00
tblConstructionPhase	NumDays	4.00	10.00
tblConstructionPhase	NumDays	2.00	3.00
tblConstructionPhase	PhaseEndDate	3/23/2020	3/9/2020
tblConstructionPhase	PhaseEndDate	2/24/2020	11/15/2019
tblConstructionPhase	PhaseEndDate	5/10/2019	12/6/2019
tblConstructionPhase	PhaseEndDate	5/20/2019	5/1/2019
tblConstructionPhase	PhaseEndDate	3/9/2020	9/13/2019
tblConstructionPhase	PhaseEndDate	5/14/2019	4/17/2019
tblConstructionPhase	PhaseStartDate	5/21/2019	5/2/2019
tblConstructionPhase	PhaseStartDate	4/15/2019	11/18/2019
tblConstructionPhase	PhaseStartDate	5/15/2019	4/18/2019
tblConstructionPhase	PhaseStartDate	2/25/2020	9/2/2019
tblConstructionPhase	PhaseStartDate	5/11/2019	4/15/2019
tblGrading	AcresOfGrading	3.75	1.20
tblGrading	AcresOfGrading	1.50	0.00
tblGrading	MaterialExported	0.00	4,500.00
tblGrading	MaterialImported	0.00	1,750.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	UsageHours	6.00	0.00
tblProjectCharacteristics	UrbanizationLevel	Urban	Rural

## 2.0 Emissions Summary

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**2.1 Overall Construction (Maximum Daily Emission)****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2019	3.7971	39.2910	24.8602	0.0796	6.2061	1.4501	7.0575	2.9236	1.3773	3.7360	0.0000	8,253.617 3	8,253.617 3	0.8414	0.0000	8,274.173 8
2020	0.0000	0.0000	0.0000	0.0000	0.0000	3.5000e-004	0.0000	0.0000	3.2000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Maximum	3.7971	39.2910	24.8602	0.0796	6.2061	1.4501	7.0575	2.9236	1.3773	3.7360	0.0000	8,253.617 3	8,253.617 3	0.8414	0.0000	8,274.173 8

**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2019	3.7971	39.2910	24.8602	0.0796	3.3171	1.4501	4.1685	1.3813	1.3773	2.1687	0.0000	8,253.617 3	8,253.617 3	0.8414	0.0000	8,274.173 8
2020	0.0000	0.0000	0.0000	0.0000	0.0000	3.5000e-004	0.0000	0.0000	3.2000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Maximum	3.7971	39.2910	24.8602	0.0796	3.3171	1.4501	4.1685	1.3813	1.3773	2.1687	0.0000	8,253.617 3	8,253.617 3	0.8414	0.0000	8,274.173 8

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	46.55	0.00	40.94	52.75	0.00	41.95	0.00	0.00	0.00	0.00	0.00	0.00

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**2.2 Overall Operational****Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.0185	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0185</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.0185	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0185</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
<b>Percent Reduction</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.0 Construction Detail****Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	4/15/2019	4/17/2019	5	3	
2	Grading	Grading	4/18/2019	5/1/2019	5	10	
3	Building Construction	Building Construction	5/2/2019	11/15/2019	5	142	
4	Paving	Paving	9/2/2019	9/13/2019	5	10	
5	Demolition	Demolition	11/18/2019	12/6/2019	5	15	
6	Architectural Coating	Architectural Coating	3/10/2020	3/9/2020	5	0	

**Acres of Grading (Site Preparation Phase): 0****Acres of Grading (Grading Phase): 1.2****Acres of Paving: 1.2****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 3,136 (Architectural Coating – sqft)****OffRoad Equipment**



## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	0	0.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Graders	1	6.00	187	0.41
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45

Trips and VMT

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	0	4.00	0.00	0.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	22.00	9.00	0.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT
Demolition	5	13.00	0.00	247.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	781.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	16.80	6.60	20.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**

Replace Ground Cover

Water Exposed Area

**3.2 Site Preparation - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.2693	0.0000	5.2693	2.8965	0.0000	2.8965			0.0000			0.0000
Off-Road	1.7123	19.4821	7.8893	0.0172		0.8824	0.8824		0.8118	0.8118		1,704.9189	1,704.9189	0.5394		1,718.4044
<b>Total</b>	<b>1.7123</b>	<b>19.4821</b>	<b>7.8893</b>	<b>0.0172</b>	<b>5.2693</b>	<b>0.8824</b>	<b>6.1517</b>	<b>2.8965</b>	<b>0.8118</b>	<b>3.7082</b>		<b>1,704.9189</b>	<b>1,704.9189</b>	<b>0.5394</b>		<b>1,718.4044</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.2 Site Preparation - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0598	0.0420	0.5076	1.1400e-003	0.1022	7.2000e-004	0.1029	0.0271	6.7000e-004	0.0278		113.3093	113.3093	4.4500e-003		113.4205
<b>Total</b>	<b>0.0598</b>	<b>0.0420</b>	<b>0.5076</b>	<b>1.1400e-003</b>	<b>0.1022</b>	<b>7.2000e-004</b>	<b>0.1029</b>	<b>0.0271</b>	<b>6.7000e-004</b>	<b>0.0278</b>		<b>113.3093</b>	<b>113.3093</b>	<b>4.4500e-003</b>		<b>113.4205</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.0550	0.0000	2.0550	1.1296	0.0000	1.1296			0.0000			0.0000
Off-Road	1.7123	19.4821	7.8893	0.0172		0.8824	0.8824		0.8118	0.8118	0.0000	1,704.9189	1,704.9189	0.5394		1,718.4044
<b>Total</b>	<b>1.7123</b>	<b>19.4821</b>	<b>7.8893</b>	<b>0.0172</b>	<b>2.0550</b>	<b>0.8824</b>	<b>2.9374</b>	<b>1.1296</b>	<b>0.8118</b>	<b>1.9414</b>	<b>0.0000</b>	<b>1,704.9189</b>	<b>1,704.9189</b>	<b>0.5394</b>		<b>1,718.4044</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.2 Site Preparation - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0598	0.0420	0.5076	1.1400e-003	0.1022	7.2000e-004	0.1029	0.0271	6.7000e-004	0.0278		113.3093	113.3093	4.4500e-003		113.4205
<b>Total</b>	<b>0.0598</b>	<b>0.0420</b>	<b>0.5076</b>	<b>1.1400e-003</b>	<b>0.1022</b>	<b>7.2000e-004</b>	<b>0.1029</b>	<b>0.0271</b>	<b>6.7000e-004</b>	<b>0.0278</b>		<b>113.3093</b>	<b>113.3093</b>	<b>4.4500e-003</b>		<b>113.4205</b>

**3.3 Grading - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.7361	0.0000	4.7361	2.5104	0.0000	2.5104			0.0000			0.0000
Off-Road	1.4197	16.0357	6.6065	0.0141		0.7365	0.7365		0.6775	0.6775		1,396.3909	1,396.3909	0.4418		1,407.4359
<b>Total</b>	<b>1.4197</b>	<b>16.0357</b>	<b>6.6065</b>	<b>0.0141</b>	<b>4.7361</b>	<b>0.7365</b>	<b>5.4725</b>	<b>2.5104</b>	<b>0.6775</b>	<b>3.1879</b>		<b>1,396.3909</b>	<b>1,396.3909</b>	<b>0.4418</b>		<b>1,407.4359</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.3 Grading - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.6933	23.2133	3.2016	0.0644	1.3678	0.1142	1.4821	0.3751	0.1093	0.4844		6,743.917 2	6,743.917 2	0.3760		6,753.317 4
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0598	0.0420	0.5076	1.1400e-003	0.1022	7.2000e-004	0.1029	0.0271	6.7000e-004	0.0278		113.3093	113.3093	4.4500e-003		113.4205
<b>Total</b>	<b>0.7531</b>	<b>23.2553</b>	<b>3.7092</b>	<b>0.0655</b>	<b>1.4700</b>	<b>0.1149</b>	<b>1.5850</b>	<b>0.4022</b>	<b>0.1099</b>	<b>0.5121</b>		<b>6,857.226 5</b>	<b>6,857.226 5</b>	<b>0.3805</b>		<b>6,866.737 9</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.8471	0.0000	1.8471	0.9791	0.0000	0.9791			0.0000			0.0000
Off-Road	1.4197	16.0357	6.6065	0.0141		0.7365	0.7365		0.6775	0.6775	0.0000	1,396.390 9	1,396.390 9	0.4418		1,407.435 9
<b>Total</b>	<b>1.4197</b>	<b>16.0357</b>	<b>6.6065</b>	<b>0.0141</b>	<b>1.8471</b>	<b>0.7365</b>	<b>2.5835</b>	<b>0.9791</b>	<b>0.6775</b>	<b>1.6566</b>	<b>0.0000</b>	<b>1,396.390 9</b>	<b>1,396.390 9</b>	<b>0.4418</b>		<b>1,407.435 9</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.3 Grading - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.6933	23.2133	3.2016	0.0644	1.3678	0.1142	1.4821	0.3751	0.1093	0.4844		6,743.917 2	6,743.917 2	0.3760		6,753.317 4
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0598	0.0420	0.5076	1.1400e-003	0.1022	7.2000e-004	0.1029	0.0271	6.7000e-004	0.0278		113.3093	113.3093	4.4500e-003		113.4205
<b>Total</b>	<b>0.7531</b>	<b>23.2553</b>	<b>3.7092</b>	<b>0.0655</b>	<b>1.4700</b>	<b>0.1149</b>	<b>1.5850</b>	<b>0.4022</b>	<b>0.1099</b>	<b>0.5121</b>		<b>6,857.226 5</b>	<b>6,857.226 5</b>	<b>0.3805</b>		<b>6,866.737 9</b>

**3.4 Building Construction - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.2721	15.9802	13.4870	0.0220		0.9158	0.9158		0.8846	0.8846		2,018.022 4	2,018.022 4	0.3879		2,027.721 0
<b>Total</b>	<b>2.2721</b>	<b>15.9802</b>	<b>13.4870</b>	<b>0.0220</b>		<b>0.9158</b>	<b>0.9158</b>		<b>0.8846</b>	<b>0.8846</b>		<b>2,018.022 4</b>	<b>2,018.022 4</b>	<b>0.3879</b>		<b>2,027.721 0</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.4 Building Construction - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0450	1.1357	0.2500	2.4800e-003	0.0552	8.6100e-003	0.0638	0.0159	8.2400e-003	0.0241		258.6643	258.6643	0.0228		259.2346
Worker	0.1645	0.1155	1.3959	3.1300e-003	0.2810	1.9900e-003	0.2830	0.0745	1.8300e-003	0.0764		311.6006	311.6006	0.0122		311.9064
<b>Total</b>	<b>0.2095</b>	<b>1.2512</b>	<b>1.6458</b>	<b>5.6100e-003</b>	<b>0.3362</b>	<b>0.0106</b>	<b>0.3468</b>	<b>0.0904</b>	<b>0.0101</b>	<b>0.1005</b>		<b>570.2649</b>	<b>570.2649</b>	<b>0.0350</b>		<b>571.1410</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.2721	15.9802	13.4870	0.0220		0.9158	0.9158		0.8846	0.8846	0.0000	2,018.0224	2,018.0224	0.3879		2,027.7210
<b>Total</b>	<b>2.2721</b>	<b>15.9802</b>	<b>13.4870</b>	<b>0.0220</b>		<b>0.9158</b>	<b>0.9158</b>		<b>0.8846</b>	<b>0.8846</b>	<b>0.0000</b>	<b>2,018.0224</b>	<b>2,018.0224</b>	<b>0.3879</b>		<b>2,027.7210</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.4 Building Construction - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0450	1.1357	0.2500	2.4800e-003	0.0552	8.6100e-003	0.0638	0.0159	8.2400e-003	0.0241		258.6643	258.6643	0.0228		259.2346
Worker	0.1645	0.1155	1.3959	3.1300e-003	0.2810	1.9900e-003	0.2830	0.0745	1.8300e-003	0.0764		311.6006	311.6006	0.0122		311.9064
<b>Total</b>	<b>0.2095</b>	<b>1.2512</b>	<b>1.6458</b>	<b>5.6100e-003</b>	<b>0.3362</b>	<b>0.0106</b>	<b>0.3468</b>	<b>0.0904</b>	<b>0.0101</b>	<b>0.1005</b>		<b>570.2649</b>	<b>570.2649</b>	<b>0.0350</b>		<b>571.1410</b>

**3.5 Paving - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9038	9.1743	8.9025	0.0135		0.5225	0.5225		0.4815	0.4815		1,325.0953	1,325.0953	0.4112		1,335.3751
Paving	0.3144					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
<b>Total</b>	<b>1.2182</b>	<b>9.1743</b>	<b>8.9025</b>	<b>0.0135</b>		<b>0.5225</b>	<b>0.5225</b>		<b>0.4815</b>	<b>0.4815</b>		<b>1,325.0953</b>	<b>1,325.0953</b>	<b>0.4112</b>		<b>1,335.3751</b>



## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.5 Paving - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0972	0.0682	0.8248	1.8500e-003	0.1661	1.1700e-003	0.1672	0.0440	1.0800e-003	0.0451		184.1276	184.1276	7.2300e-003		184.3083
<b>Total</b>	<b>0.0972</b>	<b>0.0682</b>	<b>0.8248</b>	<b>1.8500e-003</b>	<b>0.1661</b>	<b>1.1700e-003</b>	<b>0.1672</b>	<b>0.0440</b>	<b>1.0800e-003</b>	<b>0.0451</b>		<b>184.1276</b>	<b>184.1276</b>	<b>7.2300e-003</b>		<b>184.3083</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9038	9.1743	8.9025	0.0135		0.5225	0.5225		0.4815	0.4815	0.0000	1,325.0953	1,325.0953	0.4112		1,335.3751
Paving	0.3144					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
<b>Total</b>	<b>1.2182</b>	<b>9.1743</b>	<b>8.9025</b>	<b>0.0135</b>		<b>0.5225</b>	<b>0.5225</b>		<b>0.4815</b>	<b>0.4815</b>	<b>0.0000</b>	<b>1,325.0953</b>	<b>1,325.0953</b>	<b>0.4112</b>		<b>1,335.3751</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.5 Paving - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0972	0.0682	0.8248	1.8500e-003	0.1661	1.1700e-003	0.1672	0.0440	1.0800e-003	0.0451		184.1276	184.1276	7.2300e-003		184.3083
<b>Total</b>	<b>0.0972</b>	<b>0.0682</b>	<b>0.8248</b>	<b>1.8500e-003</b>	<b>0.1661</b>	<b>1.1700e-003</b>	<b>0.1672</b>	<b>0.0440</b>	<b>1.0800e-003</b>	<b>0.0451</b>		<b>184.1276</b>	<b>184.1276</b>	<b>7.2300e-003</b>		<b>184.3083</b>

**3.6 Demolition - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.6223	0.0000	3.6223	0.5485	0.0000	0.5485			0.0000			0.0000
Off-Road	2.2950	22.6751	14.8943	0.0241		1.2863	1.2863		1.2017	1.2017		2,360.7198	2,360.7198	0.6011		2,375.7475
<b>Total</b>	<b>2.2950</b>	<b>22.6751</b>	<b>14.8943</b>	<b>0.0241</b>	<b>3.6223</b>	<b>1.2863</b>	<b>4.9086</b>	<b>0.5485</b>	<b>1.2017</b>	<b>1.7502</b>		<b>2,360.7198</b>	<b>2,360.7198</b>	<b>0.6011</b>		<b>2,375.7475</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.6 Demolition - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1462	4.8943	0.6750	0.0136	0.2884	0.0241	0.3125	0.0791	0.0230	0.1021		1,421.892 9	1,421.892 9	0.0793		1,423.874 9
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0972	0.0682	0.8248	1.8500e-003	0.1661	1.1700e-003	0.1672	0.0440	1.0800e-003	0.0451		184.1276	184.1276	7.2300e-003		184.3083
<b>Total</b>	<b>0.2434</b>	<b>4.9625</b>	<b>1.4999</b>	<b>0.0154</b>	<b>0.4545</b>	<b>0.0253</b>	<b>0.4797</b>	<b>0.1231</b>	<b>0.0241</b>	<b>0.1473</b>		<b>1,606.020 5</b>	<b>1,606.020 5</b>	<b>0.0865</b>		<b>1,608.183 2</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.4127	0.0000	1.4127	0.2139	0.0000	0.2139			0.0000			0.0000
Off-Road	2.2950	22.6751	14.8943	0.0241		1.2863	1.2863		1.2017	1.2017	0.0000	2,360.719 7	2,360.719 7	0.6011		2,375.747 5
<b>Total</b>	<b>2.2950</b>	<b>22.6751</b>	<b>14.8943</b>	<b>0.0241</b>	<b>1.4127</b>	<b>1.2863</b>	<b>2.6990</b>	<b>0.2139</b>	<b>1.2017</b>	<b>1.4157</b>	<b>0.0000</b>	<b>2,360.719 7</b>	<b>2,360.719 7</b>	<b>0.6011</b>		<b>2,375.747 5</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.6 Demolition - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1462	4.8943	0.6750	0.0136	0.2884	0.0241	0.3125	0.0791	0.0230	0.1021		1,421.8929	1,421.8929	0.0793		1,423.8749
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0972	0.0682	0.8248	1.8500e-003	0.1661	1.1700e-003	0.1672	0.0440	1.0800e-003	0.0451		184.1276	184.1276	7.2300e-003		184.3083
<b>Total</b>	<b>0.2434</b>	<b>4.9625</b>	<b>1.4999</b>	<b>0.0154</b>	<b>0.4545</b>	<b>0.0253</b>	<b>0.4797</b>	<b>0.1231</b>	<b>0.0241</b>	<b>0.1473</b>		<b>1,606.0205</b>	<b>1,606.0205</b>	<b>0.0865</b>		<b>1,608.1832</b>

**3.7 Architectural Coating - 2020****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.7 Architectural Coating - 2020****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**3.7 Architectural Coating - 2020****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**4.0 Operational Detail - Mobile****4.1 Mitigation Measures Mobile****4.2 Trip Summary Information**

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Total					

**4.3 Trip Type Information**

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**4.4 Fleet Mix**

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Other Asphalt Surfaces	0.492890	0.035147	0.185855	0.121278	0.042705	0.008074	0.013315	0.088366	0.001379	0.001401	0.006397	0.001350	0.001844

**5.0 Energy Detail**

Historical Energy Use: N

**5.1 Mitigation Measures Energy**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**5.2 Energy by Land Use - NaturalGas****Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**6.0 Area Detail****6.1 Mitigation Measures Area**



## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.0185	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0185	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

## 6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0185					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
<b>Total</b>	<b>0.0185</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

**6.2 Area by SubCategory****Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0185					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
<b>Total</b>	<b>0.0185</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>

**7.0 Water Detail****7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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**10.0 Stationary Equipment****Fire Pumps and Emergency Generators**

## Cassel-Fall River Bridge - Shasta County AQMD Air District, Summer

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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**Boilers**

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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**User Defined Equipment**

Equipment Type	Number
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**11.0 Vegetation**

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## **APPENDIX B**

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ENPLAN Summary Report: *Potential for Special-Status State and Federal Species to Occur in the Project Area*

California Natural Diversity Database RareFind Query Summary

U.S. Fish and Wildlife Service List of Threatened and Endangered Species

National Marine Fisheries Service (NMFS) Species List

List of Vascular Plant Species Observed

List of Wildlife Species Observed

# ENPLAN Summary Report: Potential for Special-Status State and Federal Species to Occur in the Project Area

Common Name	Scientific Name	Status	General Habitat Description	Species Present (Y/N/POT.)	Critical Habitat Present (Y/N)	Habitat Present (Y/N)	Rationale/Comments
<b>Plants</b>							
Boggs Lake hedge-hyssop	<i>Gratiola heterosepala</i>	SE, 1B.2	Boggs Lake hedge-hyssop occurs in marshes, swamps, and vernal pools. The species is reported from sea level to 7,800 feet in elevation. The flowering period is April through August.	No	No	No	Marshes, swamps, and vernal pools do not occur in the ESL. Boggs Lake hedge-hyssop was not observed during the botanical surveys and is not expected to be present.
Marsh skullcap	<i>Scutellaria galericulata</i>	2B.2	Marsh skullcap is a perennial member of the mint family. It occurs in meadows, along streambanks and in other wet places at elevations of 3,000 to 7,000 feet. The flowering period is June through September.	No	No	Yes	Suitable habitat for marsh skullcap occurs along the Pit River, in a wet swale just north of the eastern bridge abutment, and in a seep just south of the eastern bridge abutment. However, marsh skullcap was not observed during the botanical surveys and is not expected to be present.
Profuse-flowered pogogyne	<i>Pogogyne floribunda</i>	4.2	Profuse-flowered pogogyne occurs in clay-bottomed vernal pools within sagebrush scrub or pine-juniper woodlands. The species is reported between 3,100 and 5,800 feet in elevation. The flowering period is May through September.	No	No	No	No vernal pools or other potentially suitable habitats for profuse-flowered pogogyne are present in the ESL. Profuse-flowered pogogyne was not observed during the botanical surveys and is not expected to be present.
Slender Orcutt grass	<i>Orcuttia tenuis</i>	FT, SE, 1B.1	Slender Orcutt grass is an annual herb that occurs in vernal pools and similar habitats, occasionally on reservoir edges or stream floodplains, on clay soils with seasonal inundation in valley grassland to coniferous forest or sagebrush scrub. The species is found between 100 and 5,800 feet in elevation. The flowering period is May through September.	No	No	No	No vernal pools or other potentially suitable habitats for slender Orcutt grass are present in the ESL. Slender Orcutt grass was not observed during the botanical surveys and is not expected to be present.
Tracy's eriastrum	<i>Eriastrum tracyi</i>	SR, 3.2	Tracy's eriastrum is an annual herb that occurs in chaparral and cismontane woodland. The species is reported between 1,000 and 5,400 feet in elevation. The flowering period is May through July.	No	No	Yes	Oak woodland along the west bank of the Pit River provides potentially suitable habitat for Tracy's eriastrum. However, Tracy's eriastrum was not observed during the botanical surveys and is not expected to be present.

## ENPLAN Summary Report: Potential for Special-Status State and Federal Species to Occur in the Project Area

Common Name	Scientific Name	Status	General Habitat Description	Species Present (Y/N/POT.)	Critical Habitat Present (Y/N)	Habitat Present (Y/N)	Rationale/Comments
Tufted loosestrife	<i>Lysimachia thyrsiflora</i>	2B.3	Tufted loosestrife occurs in meadows and along lakes and streams, between 3,200 and 5,500 feet in elevation in Plumas and eastern Shasta counties. The flowering period is May through August.	No	No	Yes	The CNDDDB has broadly mapped an occurrence of tufted loosestrife recorded in 1949 to include the ESL. Although the Pit River in the ESL provides potentially suitable habitat for tufted loosestrife, the species was not observed during the botanical surveys and is not expected to be present.
Water star-grass	<i>Heteranthera dubia</i>	2B.2	Water star-grass occurs in marshes and swamps and requires a water PH of 7 or greater. The species is reported between sea level and 5,000 feet in elevation. The flowering period is July through October.	No	No	Yes	The CNDDDB has broadly mapped an occurrence of water star-grass recorded in 1955 to include the Pit River and adjacent uplands in the ESL. Although the Pit River in the ESL provides potentially suitable habitat for water star-grass, the species was not observed during the botanical surveys and is not expected to be present.
Watershield	<i>Brasenia schreberi</i>	2B.3	Watershield, a perennial rhizomatous herb, occurs in marshes and swamps. The species is reported between sea level and 7,300 feet in elevation. The flowering period is June through September.	No	No	Yes	The CNDDDB has broadly mapped an occurrence of watershield recorded in 1863 "Near Fort Crook, Pit River" to include the ESL. Although the Pit River in the ESL provides marginally suitable habitat for watershield, the species was not observed during the botanical surveys and is not expected to be present.
<b>Mammals</b>							
American badger	<i>Taxidea taxus</i>	SSSC	Badgers are most commonly found in dry, open areas in shrub, forest, and herbaceous habitats, with friable soils. Badgers dig burrows in dry, sandy soil, usually in areas with sparse overstory.	No	No	No	The CNDDDB has broadly mapped an occurrence of the American badger to include the entirety of Fall River Mills and the ESL. However, no dry, sandy soils are present in the ESL, nor were badgers or badger dens observed during the wildlife surveys. The American badger would not be present.

**ENPLAN Summary Report: Potential for Special-Status State and Federal Species to Occur in the Project Area**

Common Name	Scientific Name	Status	General Habitat Description	Species Present (Y/N/POT.)	Critical Habitat Present (Y/N)	Habitat Present (Y/N)	Rationale/Comments
California wolverine	<i>Gulo gulo</i>	FPT, ST, SFP	Wolverines are dependent on areas in high mountains, near the tree-line, where conditions are cold year-round and snow cover persists well into the month of May. Female wolverines use birthing dens that are excavated in snow. Persistent, stable snow greater than 1.5 meters deep appears to be a requirement for birthing dens. Birthing dens consist of tunnels that contain well-used runways and bed sites and may naturally incorporate shrubs, rocks, and downed logs as part of their structure. Birthing dens may occur on rocky sites, such as north-facing boulder talus or subalpine cirques. Wolverines are very sensitive to human activities and often abandon den sites in response to human disturbance.	No	No	No	No suitable habitat for the California wolverine is present in the ESL. No California wolverines or wolverine dens were observed in the ESL during the wildlife surveys, nor is the species expected to be present.
Oregon snowshoe hare	<i>Lepus americanus klamathensis</i>	SSSC	Oregon snowshoe hares inhabit alder and willow thickets and young conifer stands in upper montane coniferous forests and subalpine coniferous forests.	No	No	No	Several young willows and wild rose bushes are present at the base of fill slopes along the eastern approach to the bridge and along the Pit River. However, these shrubs are isolated from other larger tracts of willow thickets along the Pit River and are frequently disturbed by human activities. No Oregon snowshoe hares were observed during the wildlife surveys, nor is the species expected to be present.
Townsend's big-eared bat	<i>Corynorhinus townsendii pallescens</i>	SSSC	Townsend's big-eared bat is found throughout California except in subalpine and alpine habitats, and may be found at any season throughout its range. The species is most abundant in mesic habitats. The bat requires caves, mines, tunnels, buildings, or other human-made structures for roosting.	Present	No	Yes	The bat habitat assessment found that the Cassel-Fall River Road bridge and buildings in the ESL provide suitable roosting habitat for Townsend's big-eared bats. A Townsend's big-eared bat was observed in the vicinity of the bridge during the night emergence survey for bats.

**ENPLAN Summary Report: Potential for Special-Status State and Federal Species to Occur in the Project Area**

Common Name	Scientific Name	Status	General Habitat Description	Species Present (Y/N/POT.)	Critical Habitat Present (Y/N)	Habitat Present (Y/N)	Rationale/Comments
<b>Birds</b>							
Bald eagle	<i>Haliaeetus leucocephalus</i>	FD, SE, SFP	Bald eagles nest in large, old-growth trees or snags in mixed stands near open bodies of water. Adults tend to use the same breeding areas year after year and often use the same nest, though a breeding area may include one or more alternate nests. Bald eagles usually do not begin nesting if human disturbance is evident. In California, the bald eagle nesting season is from February through July.	No	No	Yes	Review of CNDDDB records found that a bald eagle nest is located approximately 0.3 miles east of the ESL. Although trees along the Pit River provide marginally suitable nesting habitat for bald eagles, frequent human disturbance may preclude eagles from nesting in or adjacent to the ESL. No bald eagles or eagle nests were observed during the wildlife surveys, nor is the species expected to nest in or adjacent to the ESL.
Bank swallow	<i>Riparia riparia</i>	ST	Bank swallows require vertical banks and cliffs with fine-textured or sandy soils near streams, rivers, ponds, lakes, or the ocean for nesting.	No	No	No	Review of CNDDDB records found that bank swallows have been reported approximately 0.1 miles north of the ESL. However, no vertical cliffs with fine textured or sandy soils occur in or adjacent to the ESL. The bank swallow would thus not nest in or adjacent to the ESL.
Greater sandhill crane	<i>Grus canadensis tabida</i>	ST, SFP	Greater sandhill cranes nest in wetland habitats near grain fields in northeastern California. Nests consist of large mounds of vegetation in shallow water, natural hummocks, or muskrat houses. Shallow islands bordered by tules and cattails are ideal nesting sites.	No	No	No	Review of CNDDDB records found that the nearest reported greater sandhill crane nest is approximately 0.75 miles north of the ESL. Sandhill cranes were observed flying over the ESL. However, no suitable nesting habitat for the greater sandhill crane is present in or adjacent to the ESL. Further, the ESL is frequently disturbed by human activities. The greater sandhill crane is thus not expected to nest in or adjacent to the ESL.
Tricolored blackbird	<i>Agelaius tricolor</i>	SSSC	Tricolored blackbirds are colonial nesters and generally nest near open water. Nesting areas must be large enough to support a minimum colony of about 50 pairs. Tricolored blackbirds generally construct nests in dense cattails or tules, although they can also nest in thickets of willow, blackberry, wild rose and tall herbs.	No	No	No	Several young willows and wild rose bushes are present at the base of fill slopes along the eastern approach to the bridge and along the Pit River. However, given that the willows and roses do not form dense thickets, they do not provide suitable nesting habitat for the tricolored blackbird. No tricolored blackbirds or evidence of colonial nesting by blackbirds were observed during the field inspections. The tricolored blackbird is thus not expected to nest in the ESL.



# ENPLAN Summary Report: Potential for Special-Status State and Federal Species to Occur in the Project Area

Common Name	Scientific Name	Status	General Habitat Description	Species Present (Y/N/POT.)	Critical Habitat Present (Y/N)	Habitat Present (Y/N)	Rationale/Comments
<b>Reptiles</b>							
Western pond turtle	<i>Emys marmorata</i>	SSSC	The western pond turtle associates with permanent or nearly permanent water in a variety of habitats. This turtle is typically found in quiet water environments. Pond turtles require basking sites such as partially submerged logs, rocks, or open mud banks, and suitable (sandy banks or grassy open fields) upland habitat for egg-laying. Nesting and courtship occur during spring. Nests are generally constructed within 500 feet of a waterbody, but some nests have been found up to 1,200 feet away. Pond turtles leave aquatic sites in the fall and overwinter in uplands nearby. Pond turtles return to aquatic sites in spring.	Present	No	Yes	Review of CNDDDB records found that the western pond turtle has been mapped to occur in the Pit River within the ESL. Field inspections confirmed the presence of western pond turtles in the ESL near the bridge and the irrigation ditch.
<b>Fish</b>							
Bigeye marbled sculpin	<i>Cottus klamathensis macrops</i>	SSSC	Bigeye marbled sculpins generally inhabit large, clear, cold, spring-fed streams in the Pit River and Fall River basins, and are occasionally found in reservoirs. Bigeye marbled sculpins are often found in areas with aquatic vegetation and coarse substrates.	No	No	No	Review of CNDDDB records found that bigeye marbled sculpin have been reported approximately 11 miles downriver of the ESL, and in Fall River Lake, approximately one mile upstream of the confluence of the Fall River and Pit River. However, the Pit River in the ESL does not provide suitable habitat for the bigeye marbled sculpin because during summer and fall, the period when construction would occur, the river reach has almost no flow, is eutrophic, very turbid, and has low levels of dissolved oxygen. The irrigation ditch in the ESL does not provide suitable habitat for the bigeye marbled sculpin because it conveys water from Fall River Pond, which in summer and fall, is often stagnant, eutrophic, and has warm water temperatures and low levels of dissolved oxygen. Given these findings, the bigeye marbled sculpin would not be present.
Delta smelt	<i>Hypomesus transpacificus</i>	FT, SE	Delta smelt primarily inhabit the brackish waters of Sacramento-San Joaquin River Delta. Most spawning occurs in backwater sloughs and channel edgewater.	No	No	No	The ESL is well outside the range of the Delta smelt. Delta smelt would thus not be present.

**ENPLAN Summary Report: Potential for Special-Status State and Federal Species to Occur in the Project Area**

Common Name	Scientific Name	Status	General Habitat Description	Species Present (Y/N/POT.)	Critical Habitat Present (Y/N)	Habitat Present (Y/N)	Rationale/Comments
Hardhead	<i>Mylopharodon conocephalus</i>	SSSC	Hardhead inhabit low to mid-elevation streams in the Sacramento River, San Joaquin River, and Russian River watersheds. Hardhead spawn in clear, deep pools, with rock substrate and low water flow.	No	No	No	Review of CNDDB records found that hardhead have been reported approximately one mile downriver of the ESL, and in Fall River Lake, approximately one mile upstream of the confluence of the Fall River and Pit River. However, the Pit River in the ESL does not provide suitable habitat for the hardhead because during summer and fall, the period when construction would occur, the river reach has almost no flow, is eutrophic, very turbid, and has low levels of dissolved oxygen. The irrigation ditch in the ESL does not provide suitable habitat for the hardhead because it conveys water from Fall River Pond, which in summer and fall, is often stagnant, eutrophic, and has warm water temperatures and low levels of dissolved oxygen. Given these findings, the hardhead would not be present.
Rough sculpin	<i>Cottus asperimus</i>	ST, SFP	Rough sculpins are restricted to the Hat Creek and Fall River drainages, as well as the Pit River, from Lake Britton to just downstream of the Pit 1 Powerhouse. Rough sculpins are generally found in large spring-fed streams where water is cool, deep, rapidly flowing, and clear. This sculpin is often found in areas with gravel or sand bottoms and beds of aquatic vegetation. Nests are constructed in a variety of habitats, including riffles, pools, and in the vicinity of springs.	No	No	No	Rough sculpin have been reported in the Pit River approximately seven miles downriver of the ESL, and in Fall River Lake, approximately one mile upstream of the confluence of the Fall River and Pit River. The Pit River in the ESL does not provide suitable habitat for the rough sculpin because during summer and fall, the period when construction would occur, the river reach has almost no flow, is eutrophic, very turbid, and has low levels of dissolved oxygen. The irrigation ditch in the ESL does not provide suitable habitat for the rough sculpin because it conveys water from Fall River Pond, which in summer and fall, is often stagnant, eutrophic, and has warm water temperatures and low levels of dissolved oxygen. Given these findings, the rough sculpin would not be present.

# ENPLAN Summary Report: Potential for Special-Status State and Federal Species to Occur in the Project Area

Common Name	Scientific Name	Status	General Habitat Description	Species Present (Y/N/POT.)	Critical Habitat Present (Y/N)	Habitat Present (Y/N)	Rationale/Comments
<b>Invertebrates</b>							
Shasta crayfish	<i>Pacifastacus fortis</i>	FE, SE	Shasta crayfish inhabit sections of the Pit River, Fall River, Hat Creek, and tributary streams and springs characterized by cool, clear water, low gradient, and substrate consisting of volcanic rubble on sand and/or gravel.	No	No	No	Shasta crayfish have been reported approximately 4.5 miles downriver of the ESL, and in Fall River Pond, approximately 0.25 miles upstream of the confluence of the Fall River and Pit River. At the latter location, the species is presumed to be extirpated because Fall River Pond is often stagnant, eutrophic, has large seasonal fluctuations in water temperature and daily fluctuations in dissolved oxygen, and supports abundant populations of known predators/competitors. The Pit River in the ESL does not provide suitable habitat for the Shasta crayfish because during summer and fall, the period when construction would occur, the river reach has almost no flow, is eutrophic, very turbid, and has low levels of dissolved oxygen. The irrigation ditch in the ESL does not provide suitable habitat for the Shasta crayfish. Given these findings, the Shasta crayfish would not be present.

FE = Federally Listed – Endangered  
 FT = Federally Listed – Threatened  
 FC = Federal Candidate Species  
 FPT = Federal Proposed – Threatened  
 FD = Federally Delisted  
 FSC = Federal Species of Concern

SFP = State Fully Protected  
 SR = State Rare  
 SE = State Listed – Endangered  
 ST = State Listed – Threatened  
 SCT = State Candidate – Threatened  
 SD = State Delisted  
 SSSC = State Species of Special Concern

## CDFW Rare Plant Rank

- List 1A = Presumed extirpated in California and either rare or extinct elsewhere
- List 1B = Rare or Endangered in California and elsewhere
- List 2A = Presumed extirpated in California, but more common elsewhere
- List 2B = Rare or Endangered in California, but more common elsewhere
- List 3 = Plants for which we need more information - Review list (generally not considered special-status, unless unusual circumstances warrant)
- List 4 = Plants of limited distribution - Watch list (generally not considered special-status, unless unusual circumstances warrant)

## Threat Ranks

- 0.1 = Seriously Threatened in California
- 0.2 = Fairly Threatened in California
- 0.3 = Not Very Threatened in California

**Rarefind (CNDDb) Report Summary****Five-Mile Radius of Project Area**

Cassel-Fall River Mills Bridge Replacement Project  
March 2018

Listed Element	Quadrangle <sup>1</sup>						Status <sup>2</sup>
	DA	CA	CM	FRM	HR	P	
ANIMALS							
American badger				•			SSSC
Bald eagle		•		•	•		FD, SE, SFP
Bank Swallow				•			ST
Bigeye marbled sculpin				•			SSSC
California wolverine				•			FPT, ST, SFP
Greater sandhill crane				•			ST, SFP
Hardhead				•	•		SSSC
Kneecap lanx		•			•		None
Montane peaclam					•		None
Nugget pebblesnail				•	•		None
Oregon snowshoe hare					•		SSSC
Osprey		•			•		None
Rough sculpin		•		•			ST, SFP
Scalloped juga		•			•		None
Shasta crayfish		•		•	•		FE, SE
Sucker Springs pyrg		•					None
Townsend's big-eared bat		•					SSSC
Tricolored blackbird	•			•			SCE, SSSC
Western pearlshell					•		None
Western pond turtle		•		•	•		SSSC
Western ridged mussel					•		None
PLANTS							
Boggs Lake hedge-hyssop			•	•		•	SE, 1B.2
Marsh skullcap				•			2B.2
Profuse-flowered pogogyne				•			4.2
Tracy's eriastrum					•		SR, 3.2
Tufted loosestrife				•			2B.3
Water star-grass				•			2B.2
Watershield				•			2B.3

HIGHLIGHTING DENOTES THE QUADRANGLE IN WHICH THE PROJECT SITE IS LOCATED

**<sup>1</sup>QUADRANGLE CODE**

DA	Dana	FRM	Fall River Mills
CA	Cassel	HR	Hogback Ridge
CM	Coble Mtn.	P	Pittville

**<sup>2</sup>STATUS CODES**

***Federal***

FE	Federally Listed – Endangered
FT	Federally Listed – Threatened
FC	Federal Candidate Species
FP	Federal Proposed Species
FD	Federally Delisted
FSC	Federal Species of Concern

***State***

SFP	State Fully Protected
SR	State Rare
SE	State Listed – Endangered
ST	State Listed – Threatened
SC	State Candidate Species
SD	State Delisted
SSSC	State Species of Special Concern
WL	Watch List

***Rare Plant Rank***

- 1A Plants Presumed Extinct in California
- 1B Plants Rare, Threatened or Endangered in California and Elsewhere
- 2 Plants Rare, Threatened, or Endangered in California, but More Common Elsewhere
- 3 Plants About Which We Need More Information (*A Review List*)  
(generally not considered special-status, unless unusual circumstances warrant)
- 4 Plants of Limited Distribution (*A Watch List*)  
(generally not considered special-status, unless unusual circumstances warrant)

***Rare Plant Threat Ranks***

- 0.1 Seriously Threatened in California
- 0.2 Fairly Threatened in California
- 0.3 Not Very Threatened in California



## United States Department of the Interior

FISH AND WILDLIFE SERVICE  
Klamath Falls Fish And Wildlife Office  
1936 California Avenue  
Klamath Falls, OR 97601  
Phone: (541) 885-8481 Fax: (541) 885-7837



In Reply Refer To:

March 01, 2018

Consultation Code: 08EKLA00-2018-SLI-0038

Event Code: 08EKLA00-2018-E-00117

Project Name: Cassel-Fall River Bridge Replacement Project 20-53

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

### To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as designated and proposed critical habitat that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*). For anadromous fish species (i.e., salmon), please contact the National Marine Fisheries Service at [http://www.westcoast.fisheries.noaa.gov/protected\\_species/species\\_list/species\\_lists.html](http://www.westcoast.fisheries.noaa.gov/protected_species/species_list/species_lists.html).

Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat. These provisions apply to non-Federal lands when there is a Federal nexus (e.g., funding or permits).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally threatened, endangered, proposed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*; <http://www.fws.gov/midwest/eagle/protect/laws.html>). The Service developed the National Bald Eagle Management Guidelines (<http://www.fws.gov/northeast/ecologicalservices/eaglenationalguide.html>) to provide guidance on measures that may be used to avoid and minimize adverse impacts to bald eagles. Projects affecting bald or golden eagles may require development of an eagle conservation plan ([http://www.fws.gov/windenergy/eagle\\_guidance.html](http://www.fws.gov/windenergy/eagle_guidance.html)). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds, including bald and golden eagles, and bats.

The Migratory Bird Treaty Act (16 U.S.C. 703-712; <http://www.fws.gov/midwest/eagle/protect/laws.html>) implements protections for migratory birds. Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any correspondence about your project that you submit to our office.

For projects in California, the office shown in the letterhead may not be the lead office for your project. Table 1 below provides lead Service field offices by county and land ownership/project type for northern California. Please refer to this table when you are ready to contact the field office corresponding to your project; a map and contact information for the Pacific Southwest Region field offices is located here: <http://www.fws.gov/cno/es/>.

**Table 1: Lead Service offices by County and Ownership/Program in Northern California**

County	Ownership/Program	Office Lead*
Lassen	Modoc National Forest	KFFWO
	Lassen National Forest	SFWO
	Toiyabe National Forest	RFWO
	BLM Surprise and Eagle Lake Resource Areas	RFWO
	BLM Alturas Resource Area	KFFWO
	Lassen Volcanic National Park	SFWO
	All other ownerships	By jurisdiction

		(see map)
<b>Modoc</b>	Modoc National Forest	KFFWO
	BLM Alturas Resource Area	KFFWO
	Klamath Basin National Wildlife Refuge Complex	KFFWO
	BLM Surprise and Eagle Lake Resource Areas	RFWO
	All other ownerships	By jurisdiction
		(see map)
<b>Shasta</b>	Shasta Trinity National Forest except Hat Creek Ranger District (administered by Lassen National Forest)	YFWO
	Hat Creek Ranger District	SFWO
	Whiskeytown National Recreation Area	YFWO
	BLM Alturas Resource Area	KFFWO
	Caltrans	SFWO/ AFWO
	Ahjumawi Lava Springs State Park	SFWO
	All other ownerships	By jurisdiction
		(see map)
<b>Siskiyou</b>	Klamath National Forest (except Ukonom District)	YFWO
	Six Rivers National Forest and Ukonom District of Klamath National Forest	AFWO
	Shasta Trinity National Forest	YFWO
	Lassen National Forest	SFWO
	Modoc National Forest	KFFWO



	Lava Beds National Volcanic Monument	KFFWO
	BLM Alturas Resource Area	KFFWO
	Klamath Basin National Wildlife Refuge Complex	KFFWO
	All other ownerships	By jurisdiction  (see map)
<b>All</b>	FERC-ESA	By jurisdiction  (see map)

**\*Office Leads:**

AFWO=Arcata Fish and Wildlife Office

BDFWO=Bay Delta Fish and Wildlife Office

KFFWO=Klamath Falls Fish and Wildlife Office

RFWO=Reno Fish and Wildlife Office

YFWO=Yreka Fish and Wildlife Office

**Attachment(s):**

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Migratory Birds
- Wetlands

## Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Klamath Falls Fish And Wildlife Office**

1936 California Avenue  
Klamath Falls, OR 97601  
(541) 885-8481

This project's location is within the jurisdiction of multiple offices. Expect additional species list documents from the following office, and expect that the species and critical habitats in each document reflect only those that fall in the office's jurisdiction:

**Sacramento Fish And Wildlife Office**

Federal Building  
2800 Cottage Way, Room W-2605  
Sacramento, CA 95825-1846  
(916) 414-6600

## Project Summary

Consultation Code: 08EKLA00-2018-SLI-0038

Event Code: 08EKLA00-2018-E-00117

Project Name: Cassel-Fall River Bridge Replacement Project 20-53

Project Type: BRIDGE CONSTRUCTION / MAINTENANCE

Project Description: Replacing the Cassel-Fall River Bridge

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/41.00062173476806N121.43529197667834W>



Counties: Shasta, CA

## Endangered Species Act Species

There is a total of 2 threatened, endangered, or candidate species on this species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

### Crustaceans

NAME	STATUS
Shasta Crayfish <i>Pacifastacus fortis</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/8284">https://ecos.fws.gov/ecp/species/8284</a>	Endangered

### Flowering Plants

NAME	STATUS
Slender Orcutt Grass <i>Orcuttia tenuis</i> There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/1063">https://ecos.fws.gov/ecp/species/1063</a>	Threatened

### Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

## USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

REFUGE INFORMATION WAS NOT AVAILABLE WHEN THIS SPECIES LIST WAS GENERATED.  
PLEASE CONTACT THE FIELD OFFICE FOR FURTHER INFORMATION.

## Migratory Birds

Certain birds are protected under the Migratory Bird Treaty Act<sup>1</sup> and the Bald and Golden Eagle Protection Act<sup>2</sup>.

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

- 
1. The [Migratory Birds Treaty Act](#) of 1918.
  2. The [Bald and Golden Eagle Protection Act](#) of 1940.
  3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see maps of where birders and the general public have sighted birds in and around your project area, visit E-bird tools such as the [E-bird data mapping tool](#) (search for the name of a bird on your list to see specific locations where that bird has been reported to occur within your project area over a certain timeframe) and the [E-bird Explore Data Tool](#) (perform a query to see a list of all birds sighted in your county or region and within a certain timeframe). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. <a href="https://ecos.fws.gov/ecp/species/1626">https://ecos.fws.gov/ecp/species/1626</a>	Breeds Dec 1 to Aug 31

NAME	BREEDING SEASON
<b>Black Swift</b> <i>Cypseloides niger</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/8878">https://ecos.fws.gov/ecp/species/8878</a>	Breeds Jun 15 to Sep 10
<b>Brewer's Sparrow</b> <i>Spizella breweri</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/9291">https://ecos.fws.gov/ecp/species/9291</a>	Breeds May 15 to Aug 10
<b>Clark's Grebe</b> <i>Aechmophorus clarkii</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Jan 1 to Dec 31
<b>Golden Eagle</b> <i>Aquila chrysaetos</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/1680">https://ecos.fws.gov/ecp/species/1680</a>	Breeds Dec 1 to Aug 31
<b>Green-tailed Towhee</b> <i>Pipilo chlorurus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/9444">https://ecos.fws.gov/ecp/species/9444</a>	Breeds May 1 to Aug 10
<b>Lesser Yellowlegs</b> <i>Tringa flavipes</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9679">https://ecos.fws.gov/ecp/species/9679</a>	Breeds elsewhere
<b>Lewis's Woodpecker</b> <i>Melanerpes lewis</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9408">https://ecos.fws.gov/ecp/species/9408</a>	Breeds Apr 20 to Sep 30
<b>Long-billed Curlew</b> <i>Numenius americanus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/5511">https://ecos.fws.gov/ecp/species/5511</a>	Breeds Apr 1 to Jul 31
<b>Marbled Godwit</b> <i>Limosa fedoa</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9481">https://ecos.fws.gov/ecp/species/9481</a>	Breeds elsewhere
<b>Olive-sided Flycatcher</b> <i>Contopus cooperi</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/3914">https://ecos.fws.gov/ecp/species/3914</a>	Breeds May 20 to Aug 31

NAME	BREEDING SEASON
<b>Pinyon Jay <i>Gymnorhinus cyanocephalus</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9420">https://ecos.fws.gov/ecp/species/9420</a>	Breeds Feb 15 to Jul 15
<b>Sage Thrasher <i>Oreoscoptes montanus</i></b> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/9433">https://ecos.fws.gov/ecp/species/9433</a>	Breeds Apr 15 to Aug 10
<b>Tricolored Blackbird <i>Agelaius tricolor</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/3910">https://ecos.fws.gov/ecp/species/3910</a>	Breeds Mar 15 to Aug 10
<b>White Headed Woodpecker <i>Picoides albolarvatus</i></b> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/9411">https://ecos.fws.gov/ecp/species/9411</a>	Breeds May 1 to Aug 15
<b>Willet <i>Tringa semipalmata</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 20 to Aug 5
<b>Williamson's Sapsucker <i>Sphyrapicus thyroideus</i></b> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/8832">https://ecos.fws.gov/ecp/species/8832</a>	Breeds May 1 to Jul 31
<b>Willow Flycatcher <i>Empidonax traillii</i></b> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/3482">https://ecos.fws.gov/ecp/species/3482</a>	Breeds May 20 to Aug 31

## Probability Of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds.

### Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in your project's counties during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to



establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is  $0.25/0.25 = 1$ ; at week 20 it is  $0.05/0.25 = 0.2$ .
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

### Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

### Survey Effort (|)

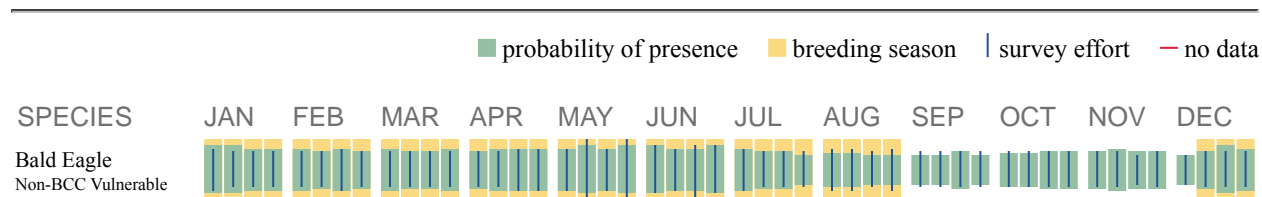
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the counties of your project area. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

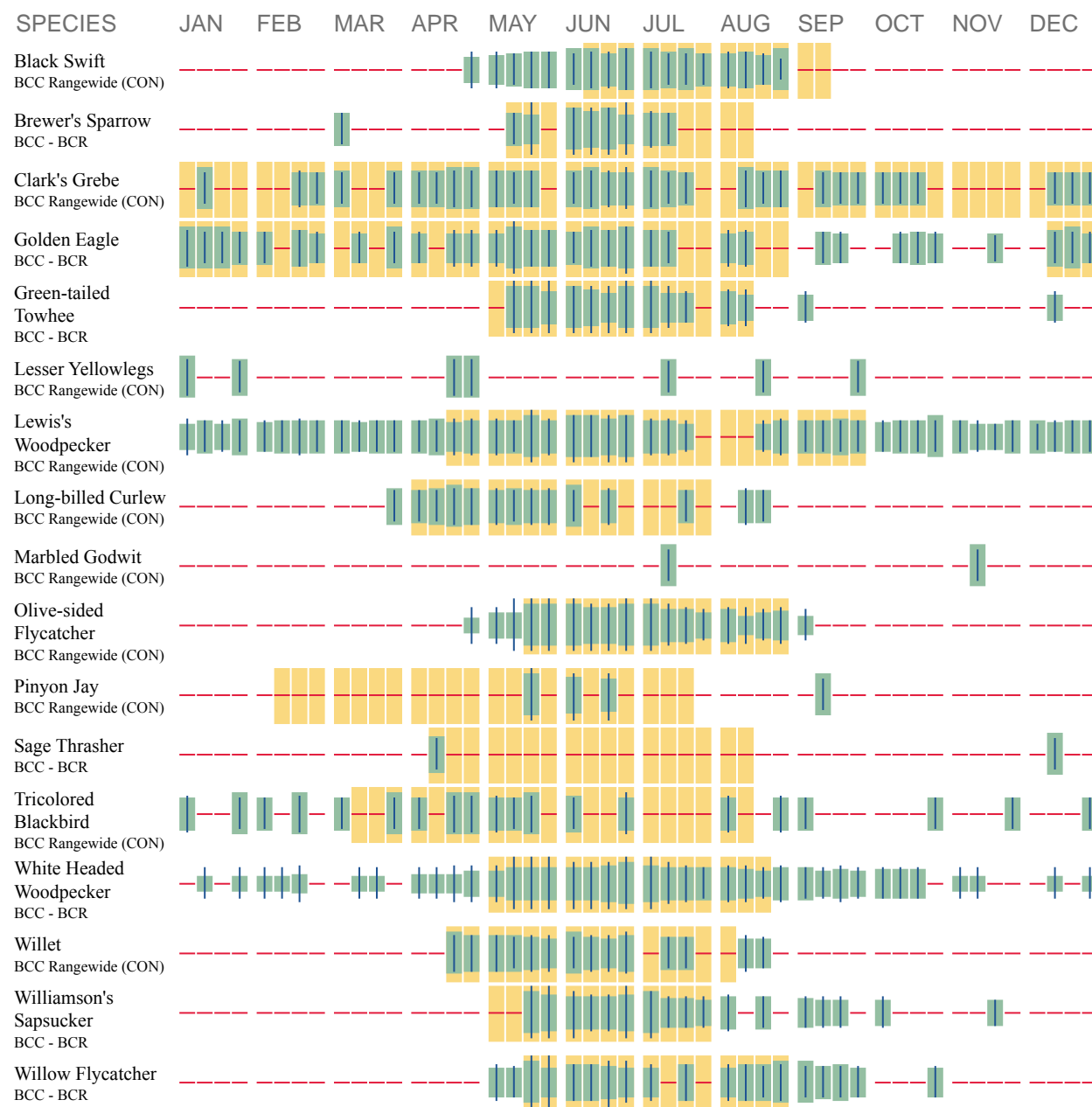
### No Data (—)

A week is marked as having no data if there were no survey events for that week.

### Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information.





Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

## Migratory Birds FAQ

### **Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.**

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

### **What does IPaC use to generate the migratory birds potentially occurring in my specified location?**

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the counties which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [E-bird Explore Data Tool](#).

### **What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?**

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

### **How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?**

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird

of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird entry on your migratory bird species list indicates a breeding season, it is probable that the bird breeds in your project's counties at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

### **What are the levels of concern for migratory birds?**

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

### **Details about birds that are potentially affected by offshore projects**

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

### **What if I have eagles on my list?**

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the BGEPA should such impacts occur.

## Wetlands

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

### FRESHWATER EMERGENT WETLAND

- [PEMC](#)



## United States Department of the Interior

### FISH AND WILDLIFE SERVICE

Sacramento Fish And Wildlife Office

Federal Building

2800 Cottage Way, Room W-2605

Sacramento, CA 95825-1846

Phone: (916) 414-6600 Fax: (916) 414-6713



In Reply Refer To:

March 01, 2018

Consultation Code: 08ESMF00-2018-SLI-1366

Event Code: 08ESMF00-2018-E-03942

Project Name: Cassel-Fall River Bridge Replacement Project 20-53

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

#### To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, under the jurisdiction of the U.S. Fish and Wildlife Service (Service) that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the Service under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

Please follow the link below to see if your proposed project has the potential to affect other species or their habitats under the jurisdiction of the National Marine Fisheries Service:

[http://www.nwr.noaa.gov/protected\\_species/species\\_list/species\\_lists.html](http://www.nwr.noaa.gov/protected_species/species_list/species_lists.html)

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2) (c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan ([http://www.fws.gov/windenergy/eagle\\_guidance.html](http://www.fws.gov/windenergy/eagle_guidance.html)). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List



## Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

### **Sacramento Fish And Wildlife Office**

Federal Building  
2800 Cottage Way, Room W-2605  
Sacramento, CA 95825-1846  
(916) 414-6600

This project's location is within the jurisdiction of multiple offices. Expect additional species list documents from the following office, and expect that the species and critical habitats in each document reflect only those that fall in the office's jurisdiction:

### **Klamath Falls Fish And Wildlife Office**

1936 California Avenue  
Klamath Falls, OR 97601  
(541) 885-8481

## Project Summary

Consultation Code: 08ESMF00-2018-SLI-1366

Event Code: 08ESMF00-2018-E-03942

Project Name: Cassel-Fall River Bridge Replacement Project 20-53

Project Type: BRIDGE CONSTRUCTION / MAINTENANCE

Project Description: Replacing the Cassel-Fall River Bridge

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/41.00062173476806N121.43529197667834W>



Counties: Shasta, CA

## Endangered Species Act Species

There is a total of 3 threatened, endangered, or candidate species on this species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

### Birds

NAME	STATUS
Northern Spotted Owl <i>Strix occidentalis caurina</i> There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/1123">https://ecos.fws.gov/ecp/species/1123</a>	Threatened

### Fishes

NAME	STATUS
Delta Smelt <i>Hypomesus transpacificus</i> There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/321">https://ecos.fws.gov/ecp/species/321</a>	Threatened

### Crustaceans

NAME	STATUS
Shasta Crayfish <i>Pacifastacus fortis</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/8284">https://ecos.fws.gov/ecp/species/8284</a>	Endangered

### Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.



## United States Department of the Interior

FISH AND WILDLIFE SERVICE  
Klamath Falls Fish And Wildlife Office  
1936 California Avenue  
Klamath Falls, OR 97601  
Phone: (541) 885-8481 Fax: (541) 885-7837



In Reply Refer To:

March 01, 2018

Consultation Code: 08EKLA00-2018-SLI-0039

Event Code: 08EKLA00-2018-E-00119

Project Name: Cassel-Fall River Bridge Replacement Borrow Site 20-53

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

### To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as designated and proposed critical habitat that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*). For anadromous fish species (i.e., salmon), please contact the National Marine Fisheries Service at [http://www.westcoast.fisheries.noaa.gov/protected\\_species/species\\_list/species\\_lists.html](http://www.westcoast.fisheries.noaa.gov/protected_species/species_list/species_lists.html).

Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat. These provisions apply to non-Federal lands when there is a Federal nexus (e.g., funding or permits).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally threatened, endangered, proposed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*; <http://www.fws.gov/midwest/eagle/protect/laws.html>). The Service developed the National Bald Eagle Management Guidelines (<http://www.fws.gov/northeast/ecologicalservices/eaglenationalguide.html>) to provide guidance on measures that may be used to avoid and minimize adverse impacts to bald eagles. Projects affecting bald or golden eagles may require development of an eagle conservation plan ([http://www.fws.gov/windenergy/eagle\\_guidance.html](http://www.fws.gov/windenergy/eagle_guidance.html)). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds, including bald and golden eagles, and bats.

The Migratory Bird Treaty Act (16 U.S.C. 703-712; <http://www.fws.gov/midwest/eagle/protect/laws.html>) implements protections for migratory birds. Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any correspondence about your project that you submit to our office.

For projects in California, the office shown in the letterhead may not be the lead office for your project. Table 1 below provides lead Service field offices by county and land ownership/project type for northern California. Please refer to this table when you are ready to contact the field office corresponding to your project; a map and contact information for the Pacific Southwest Region field offices is located here: <http://www.fws.gov/cno/es/>.

**Table 1: Lead Service offices by County and Ownership/Program in Northern California**

County	Ownership/Program	Office Lead*
Lassen	Modoc National Forest	KFFWO
	Lassen National Forest	SFWO
	Toiyabe National Forest	RFWO
	BLM Surprise and Eagle Lake Resource Areas	RFWO
	BLM Alturas Resource Area	KFFWO
	Lassen Volcanic National Park	SFWO
	All other ownerships	By jurisdiction

		(see map)
<b>Modoc</b>	Modoc National Forest	KFFWO
	BLM Alturas Resource Area	KFFWO
	Klamath Basin National Wildlife Refuge Complex	KFFWO
	BLM Surprise and Eagle Lake Resource Areas	RFWO
	All other ownerships	By jurisdiction
		(see map)
<b>Shasta</b>	Shasta Trinity National Forest except Hat Creek Ranger District (administered by Lassen National Forest)	YFWO
	Hat Creek Ranger District	SFWO
	Whiskeytown National Recreation Area	YFWO
	BLM Alturas Resource Area	KFFWO
	Caltrans	SFWO/ AFWO
	Ahjumawi Lava Springs State Park	SFWO
	All other ownerships	By jurisdiction
		(see map)
<b>Siskiyou</b>	Klamath National Forest (except Ukonom District)	YFWO
	Six Rivers National Forest and Ukonom District of Klamath National Forest	AFWO
	Shasta Trinity National Forest	YFWO
	Lassen National Forest	SFWO
	Modoc National Forest	KFFWO

	Lava Beds National Volcanic Monument	KFFWO
	BLM Alturas Resource Area	KFFWO
	Klamath Basin National Wildlife Refuge Complex	KFFWO
	All other ownerships	By jurisdiction  (see map)
<b>All</b>	FERC-ESA	By jurisdiction  (see map)

**\*Office Leads:**

AFWO=Arcata Fish and Wildlife Office

BDFWO=Bay Delta Fish and Wildlife Office

KFFWO=Klamath Falls Fish and Wildlife Office

RFWO=Reno Fish and Wildlife Office

YFWO=Yreka Fish and Wildlife Office

**Attachment(s):**

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Migratory Birds
- Wetlands

## Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Klamath Falls Fish And Wildlife Office**

1936 California Avenue

Klamath Falls, OR 97601

(541) 885-8481



## Project Summary

Consultation Code: 08EKLA00-2018-SLI-0039

Event Code: 08EKLA00-2018-E-00119

Project Name: Cassel-Fall River Bridge Replacement Borrow Site 20-53

Project Type: BRIDGE CONSTRUCTION / MAINTENANCE

Project Description: Borrow Site for Replacement of the Cassel-Fall River Bridge

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/40.991050306734245N121.43068032711732W>



Counties: Shasta, CA

## Endangered Species Act Species

There is a total of 2 threatened, endangered, or candidate species on this species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

### Crustaceans

NAME	STATUS
Shasta Crayfish <i>Pacifastacus fortis</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/8284">https://ecos.fws.gov/ecp/species/8284</a>	Endangered

### Flowering Plants

NAME	STATUS
Slender Orcutt Grass <i>Orcuttia tenuis</i> There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/1063">https://ecos.fws.gov/ecp/species/1063</a>	Threatened

### Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

## USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

## Migratory Birds

Certain birds are protected under the Migratory Bird Treaty Act<sup>1</sup> and the Bald and Golden Eagle Protection Act<sup>2</sup>.

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

- 
1. The [Migratory Birds Treaty Act](#) of 1918.
  2. The [Bald and Golden Eagle Protection Act](#) of 1940.
  3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see maps of where birders and the general public have sighted birds in and around your project area, visit E-bird tools such as the [E-bird data mapping tool](#) (search for the name of a bird on your list to see specific locations where that bird has been reported to occur within your project area over a certain timeframe) and the [E-bird Explore Data Tool](#) (perform a query to see a list of all birds sighted in your county or region and within a certain timeframe). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. <a href="https://ecos.fws.gov/ecp/species/1626">https://ecos.fws.gov/ecp/species/1626</a>	Breeds Dec 1 to Aug 31

NAME	BREEDING SEASON
<b>Black Swift</b> <i>Cypseloides niger</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/8878">https://ecos.fws.gov/ecp/species/8878</a>	Breeds Jun 15 to Sep 10
<b>Brewer's Sparrow</b> <i>Spizella breweri</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/9291">https://ecos.fws.gov/ecp/species/9291</a>	Breeds May 15 to Aug 10
<b>Clark's Grebe</b> <i>Aechmophorus clarkii</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Jan 1 to Dec 31
<b>Golden Eagle</b> <i>Aquila chrysaetos</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/1680">https://ecos.fws.gov/ecp/species/1680</a>	Breeds Dec 1 to Aug 31
<b>Green-tailed Towhee</b> <i>Pipilo chlorurus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/9444">https://ecos.fws.gov/ecp/species/9444</a>	Breeds May 1 to Aug 10
<b>Lesser Yellowlegs</b> <i>Tringa flavipes</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9679">https://ecos.fws.gov/ecp/species/9679</a>	Breeds elsewhere
<b>Lewis's Woodpecker</b> <i>Melanerpes lewis</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9408">https://ecos.fws.gov/ecp/species/9408</a>	Breeds Apr 20 to Sep 30
<b>Long-billed Curlew</b> <i>Numenius americanus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/5511">https://ecos.fws.gov/ecp/species/5511</a>	Breeds Apr 1 to Jul 31
<b>Marbled Godwit</b> <i>Limosa fedoa</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9481">https://ecos.fws.gov/ecp/species/9481</a>	Breeds elsewhere
<b>Olive-sided Flycatcher</b> <i>Contopus cooperi</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/3914">https://ecos.fws.gov/ecp/species/3914</a>	Breeds May 20 to Aug 31

NAME	BREEDING SEASON
<b>Pinyon Jay <i>Gymnorhinus cyanocephalus</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9420">https://ecos.fws.gov/ecp/species/9420</a>	Breeds Feb 15 to Jul 15
<b>Sage Thrasher <i>Oreoscoptes montanus</i></b> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/9433">https://ecos.fws.gov/ecp/species/9433</a>	Breeds Apr 15 to Aug 10
<b>Tricolored Blackbird <i>Agelaius tricolor</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/3910">https://ecos.fws.gov/ecp/species/3910</a>	Breeds Mar 15 to Aug 10
<b>White Headed Woodpecker <i>Picoides albolarvatus</i></b> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/9411">https://ecos.fws.gov/ecp/species/9411</a>	Breeds May 1 to Aug 15
<b>Willet <i>Tringa semipalmata</i></b> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 20 to Aug 5
<b>Williamson's Sapsucker <i>Sphyrapicus thyroideus</i></b> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/8832">https://ecos.fws.gov/ecp/species/8832</a>	Breeds May 1 to Jul 31
<b>Willow Flycatcher <i>Empidonax traillii</i></b> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/3482">https://ecos.fws.gov/ecp/species/3482</a>	Breeds May 20 to Aug 31

## Probability Of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds.

### Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in your project's counties during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to

establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is  $0.25/0.25 = 1$ ; at week 20 it is  $0.05/0.25 = 0.2$ .
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

### Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

### Survey Effort (|)

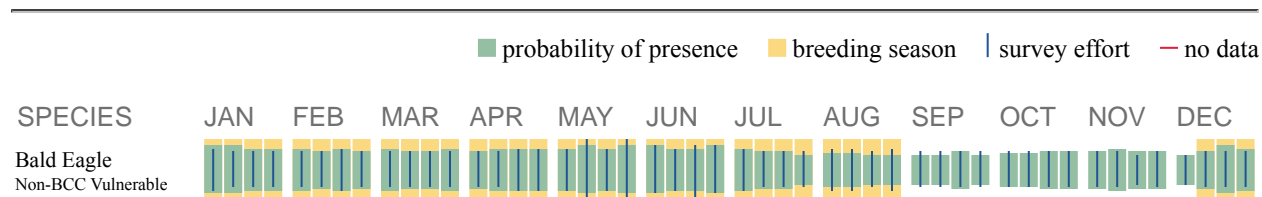
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the counties of your project area. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

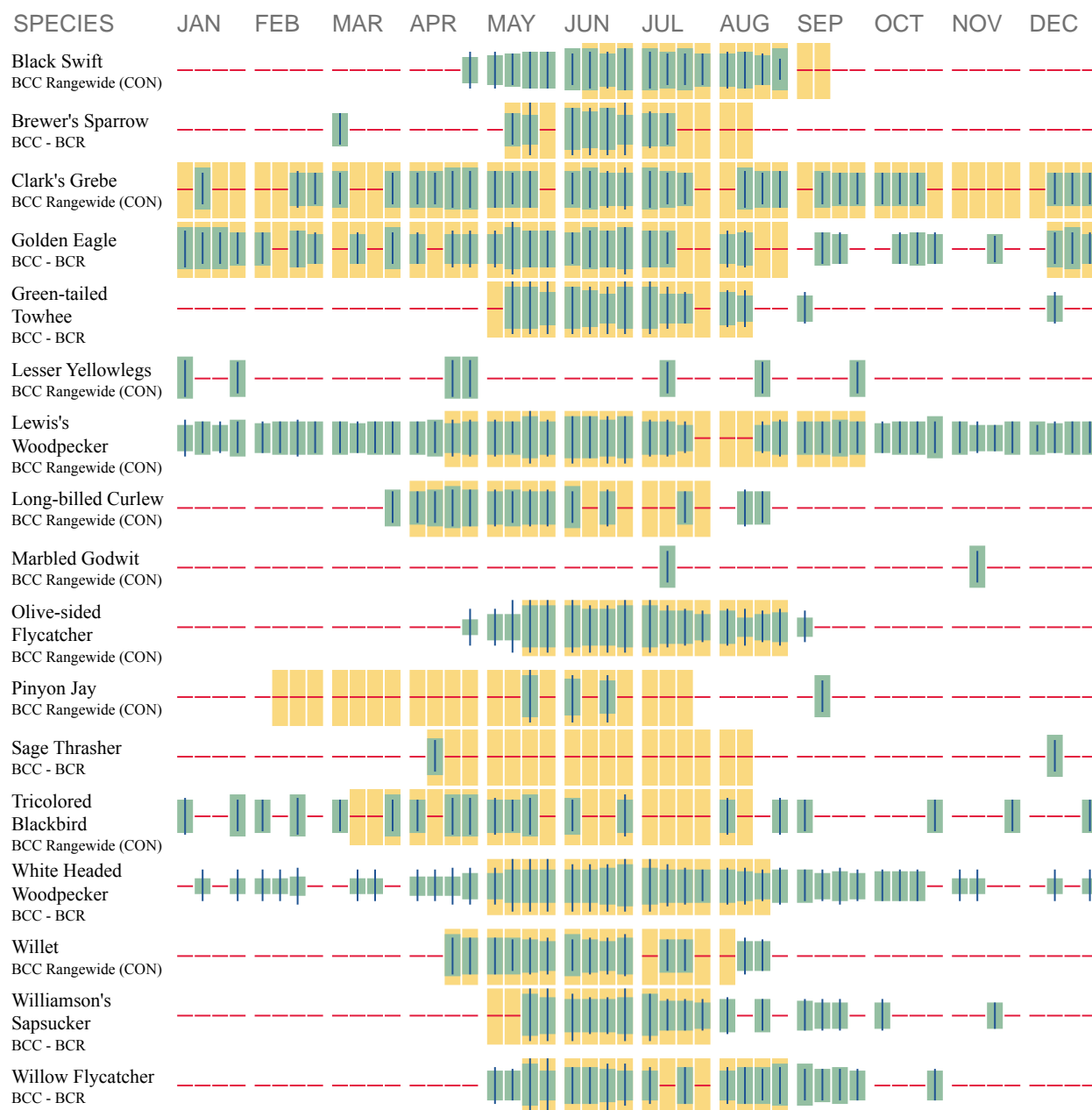
### No Data (—)

A week is marked as having no data if there were no survey events for that week.

### Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information.





Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>



## Migratory Birds FAQ

### **Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.**

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

### **What does IPaC use to generate the migratory birds potentially occurring in my specified location?**

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the counties which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [E-bird Explore Data Tool](#).

### **What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?**

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

### **How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?**

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird

of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird entry on your migratory bird species list indicates a breeding season, it is probable that the bird breeds in your project's counties at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

### **What are the levels of concern for migratory birds?**

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

### **Details about birds that are potentially affected by offshore projects**

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

### **What if I have eagles on my list?**

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the BGEPA should such impacts occur.

## Wetlands

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

THERE ARE NO WETLANDS WITHIN YOUR PROJECT AREA.

## CHECKLIST OF VASCULAR PLANT SPECIES OBSERVED

Cassel-Fall River Bridge Replacement

June 9, July 10, August 10 and 27, 2010, and May 19, 2016

### **Amaranthaceae**

*Amaranthus albus*  
*Amaranthus powellii*

### **Amaranth Family**

Tumbleweed  
Green amaranth

### **Anacardiaceae**

*Rhus tribolata*

### **Sumac Family**

Squaw bush

### **Apiaceae**

*Anthriscus caucalis*  
*Arctium minus*  
*Conium maculatum*  
*Osmorhiza chilensis*  
*Torilis arvensis*

### **Carrot Family**

Bur-chervil  
Burdock  
Poison hemlock  
Mountain sweet-cicely  
Field hedge-parsley

### **Apocynaceae**

*Apocynum cannabinum*

### **Dogbane Family**

Indian-hemp

### **Asclepiadaceae**

*Asclepias fascicularis*

### **Milkweed Family**

Narrow-leaved milkweed

### **Asteraceae**

*Achillea millefolium*  
*Anthemis cotula*  
*Artemisia douglasiana*  
*Aster chilensis*  
*Aster eatonii*  
*Bidens* sp.  
*Centaurea cyanus*  
*Centaurea solstitialis*  
*Chamomilla suaveolens*  
*Chrysothamnus nauseosus* spp. *albicaulis*  
*Cichorium intybus*  
*Cirsium vulgare*  
*Conyza canadensis*  
*Crepis occidentalis*  
*Eriophyllum lanatum*  
*Grindelia camporum* var. *camporum*  
*Iva axillaris* ssp. *robustior*  
*Lactuca serriola*  
*Lagophylla ramosissima* var. *ramosissima*  
*Madia citriodora*  
*Madia* sp.  
*Madia gracilis*  
*Taraxacum officinale*  
*Tragopogon dubius*  
*Tragopogon porrifolius*  
*Wyethia angustifolia*

### **Sunflower Family**

Common yarrow  
Mayweed  
Mugwort  
California aster  
Eaton's aster  
Sticktight  
Bachelor's button  
Yellow star thistle  
Pineapple weed  
White-stemmed rabbitbrush  
Chicory  
Bull thistle  
Canadian horseweed  
Western hawks-beard  
Woolly sunflower  
Great Valley gumplant  
Poverty weed  
Prickly lettuce  
Common hareleaf  
Lemon-scented tarweed  
Madia  
Slender tarweed  
Dandelion  
Goat's beard  
Purple salsify  
Narrowleaf mule ears

### **Berberidaceae**

*Berberis aquifolium*

### **Barberry Family**

Barberry

## CHECKLIST OF VASCULAR PLANT SPECIES OBSERVED

### Cassel-Fall River Bridge Replacement

#### **Boraginaceae**

*Amsinckia menziesii* var. *menziesii*  
*Lithospermum arvense*

#### **Borage Family**

Menzies' fiddleneck  
Gromwell

#### **Brassicaceae**

*Alyssum desertorum*  
*Capsella bursa-pastoris*  
*Cardaria chalapensis*  
*Descurainia sophia*  
*Draba verna*  
*Lepidium campestre*  
*Sisymbrium altissimum*

#### **Mustard Family**

Alyssum  
Shepherd's purse  
Lens-podded hoary cress  
Flixweed  
Whitlow grass  
English peppergrass  
Tumble-mustard

#### **Caprifoliaceae**

*Lonicera interrupta*

#### **Honeysuckle Family**

Chaparral honeysuckle

#### **Caryophyllaceae**

*Arenaria serpyllifolia* ssp. *serpyllifolia*  
*Holosteum umbellatum* ssp. *umbellatum*

#### **Pink Family**

Thymeleaf sandwort  
Jagged chickweed

#### **Chenopodiaceae**

*Chenopodium* sp.

#### **Goosefoot Family**

Goosefoot

#### **Convolvulaceae**

*Calystegia occidentalis*  
*Convolvulus arvensis*

#### **Morning Glory Family**

Western morning-glory  
Bindweed

#### **Cupressaceae**

*Juniperus occidentalis* var. *occidentalis*

#### **Cypress Family**

Western juniper

#### **Cyperaceae**

*Carex aquatilis*  
*Carex lanuginosa*  
*Carex nebrascensis*  
*Carex praegracilis*  
*Carex stipata* var. *stipata*  
*Cyperus acuminatus*  
*Scirpus acutus*  
*Scirpus microcarpus*

#### **Sedge Family**

Water sedge  
Woolly sedge  
Nebraska sedge  
Clustered field sedge  
Striped sedge  
Short pointed cyperus  
Common tule  
Small-fruited bulrush

#### **Dipsacaceae**

*Dipsacus fullonum*

#### **Teasel Family**

Wild teasel

#### **Equisetaceae**

*Equisetum laevigatum*

#### **Horsetail Family**

Smooth scouring rush

#### **Fabaceae**

*Lathyrus latifolius*  
*Lotus corniculatus*  
*Lotus purshianus*  
*Lupinus bicolor*

#### **Legume Family**

Perennial sweet pea  
Birdsfoot trefoil  
Spanish lotus  
Bicolored lupine

## CHECKLIST OF VASCULAR PLANT SPECIES OBSERVED

### Cassel-Fall River Bridge Replacement

*Lupinus microcarpus* var. *microcarpus*  
*Medicago lupulina*  
*Medicago sativa*  
*Melilotus* sp.  
*Melilotus alba*  
*Robinia pseudoacacia*  
*Trifolium dubium*  
*Trifolium fragiferum*  
*Trifolium hirtum*  
*Trifolium pratense*  
*Trifolium repens*  
*Vicia sativa*  
*Vicia villosa*

Chick lupine  
 Black medick  
 Alfalfa  
 Sweetclover  
 White sweetclover  
 Black locust  
 Little hop clover  
 Strawberry clover  
 Rose clover  
 Red clover  
 White clover  
 Garden vetch  
 Winter vetch

#### **Fagaceae**

*Quercus garryana* var. *garryana*

#### **Oak Family**

Oregon oak

#### **Geraniaceae**

*Erodium cicutarium*

#### **Geranium Family**

Red-stemmed filaree

#### **Grossulariaceae**

*Ribes velutinum*

#### **Gooseberry Family**

Desert gooseberry

#### **Haloragaceae**

*Myriophyllum spicatum*

#### **Water-Milfoil Family**

Eurasian water-milfoil

#### **Juglandaceae**

*Juglans californica* var. *hindsii*

#### **Walnut Family**

Northern California black walnut

#### **Juncaceae**

*Juncus balticus*  
*Juncus ensifolus*  
*Juncus mexicanus*  
*Juncus occidentalis*

#### **Rush Family**

Mexican rush  
 Sword-leaved rush  
 Mexican rush  
 Western rush

#### **Lamiaceae**

*Marrubium vulgare*

#### **Mint Family**

Horehound

#### **Lemnaceae**

*Lemna* sp.

#### **Duckweed Family**

Duckweed

#### **Liliaceae**

*Asparagus officinalis*  
*Smilax californica*

#### **Lily Family**

Garden asparagus  
 California greenbrier

#### **Loasaceae**

*Mentzelia dispersa*

#### **Loasa Family**

Nada stickleaf

#### **Malvaceae**

*Malva* sp.

#### **Mallow Family**

Mallow

## CHECKLIST OF VASCULAR PLANT SPECIES OBSERVED

### Cassel-Fall River Bridge Replacement

#### Oleaceae

*Fraxinus latifolia*

#### Olive Family

Oregon ash

#### Onagraceae

*Camissonia* sp.

*Epilobium brachycarpum*

*Epilobium ciliatum* ssp. *ciliatum*

#### Evening-Primrose Family

Suncup

Tall annual willowherb

Fringed willowherb

#### Papaveraceae

*Eschscholzia californica*

#### Poppy Family

California poppy

#### Plantaginaceae

*Plantago lanceolata*

*Veronica anagallis-aquatica*

#### Plantain Family

English plantain

Water speedwell

#### Poaceae

*Aegilops cylindrica*

*Agrostis* sp.

*Bromus carinatus* var. *carinatus*

*Bromus diandrus*

*Bromus hordeaceus*

*Bromus tectorum*

*Dactylis glomerata*

*Elymus elymoides*

*Elymus glaucus* ssp. *glaucus*

*Elytrigia elongata*

*Elytrigia intermedia* ssp. *intermedia*

*Eragrostis cilianensis*

*Festuca arundinacea*

*Holcus lanatus*

*Hordeum murinum*

*Leersia oryzoides*

*Leymus triticoides*

*Lolium perenne*

*Phalaris arundinacea*

*Phleum pratense*

*Poa bulbosa*

*Poa pratensis*

*Poa secunda* ssp. *secunda*

*Polypogon monspeliensis*

*Secale cereale*

*Taeniatherum caput-medusae*

*Vulpia myuros* var. *myuros*

#### Grass Family

Jointed goatgrass

Bentgrass

California brome

Ripgut grass

Soft chess

Downy brome

Orchard grass

Squirreltail

Blue wild rye

Tall wheatgrass

Intermediate wheatgrass

Stinkgrass

Tall fescue

Common velvet grass

Foxtail barley

Rice cutgrass

Alkali ryegrass

Perennial ryegrass

Reed canary grass

Cultivated timothy

Bulbous bluegrass

Kentucky bluegrass

One-sided bluegrass

Annual beardgrass

Rye

Medusa head

Rattail fescue

#### Polemoniaceae

*Allophyllum* sp.

#### Phlox Family

Allophyllum

#### Polygonaceae

*Eriogonum vimineum*

*Polygonum* sp.

*Polygonum arenastrum*

#### Buckwheat Family

Wicker buckwheat

Polygonum

Common knotweed

Dock

**CHECKLIST OF VASCULAR PLANT SPECIES OBSERVED**  
Cassel-Fall River Bridge Replacement

*Rumex obtusifolius*

Bitter dock

**Portulacaceae**

*Claytonia parviflora* ssp. *parviflora*

**Purslane Family**

Small-flowered miner's lettuce

**Ranunculaceae**

*Ranunculus orthorhyncus*

*Ranunculus sceleratus*

*Ranunculus uncinatus*

**Buttercup Family**

Straight-beaked buttercup

Cursed buttercup

Hook-seeded buttercup

**Rhamnaceae**

*Frangula californica* ssp. *tomentella*

*Rhamnus rubra*

**Buckthorn Family**

Hoary coffeeberry

Sierra coffeeberry

**Rosaceae**

*Amelanchier utahensis*

*Crataegus douglasii*

*Malus* sp.

*Potentilla gracilis*

*Prunus* sp.

*Prunus cerasifera*

*Prunus virginiana* var. *demissa*

*Rosa californica*

*Rosa eglanteria*

*Rosa woodsii* var. *ultramontana*

*Rubus discolor*

**Rose Family**

Utah service-berry

Douglas crabapple

Apple

Slender cinquefoil

Prunus

Cherry plum

Western choke-cherry

California rose

Sweetbriar

Interior rose

Himalayan blackberry

**Rubiaceae**

*Galium aparine*

**Madder Family**

Cleavers

**Salicaceae**

*Populus fremontii* ssp. *fremontii*

*Salix exigua*

*Salix lasiolepis*

*Salix lucida*

*Salix scouleriana*

**Willow Family**

Fremont cottonwood

Sandbar willow

Arroyo willow

Pacific willow

Scouler's willow

**Scrophulariaceae**

*Mimulus guttatus*

*Verbascum blattaria*

*Verbascum thapsus*

**Snapdragon Family**

Common monkey-flower

Moth mullein

Woolly mullein

**Solanaceae**

*Solanum dulcamara*

**Nightshade Family**

Climbing nightshade

**Themidaceae**

*Dichelostemma multiflorum*

Many flowered brodiaea

**Typhaceae**

*Typha* sp.

**Cattail Family**

Cattail



**CHECKLIST OF VASCULAR PLANT SPECIES OBSERVED**

Cassel-Fall River Bridge Replacement

**Vitaceae**

*Parthenocissus* sp.

**Grape Family**

Virginia creeper

**Zygophyllaceae**

*Tribulus terrestris*

**Caltrop Family**

Puncture vine

**Checklist of Wildlife Species Observed  
Cassel-Fall River Road Bridge Replacement Project**

<b>Common Name</b>	<b>Scientific Name</b>	<b>Status</b>
<b>BIRDS</b>		
Acorn woodpecker	<i>Melanerpes formicivorus</i>	None
American crow	<i>Corvus brachyrhynchos</i>	None
American robin	<i>Turdus migratorius</i>	None
Barn owl	<i>Tyto alba</i>	None
Brewer's blackbird	<i>Euphagus cyanocephalus</i>	None
Canada goose	<i>Branta canadensis</i>	FD
Cliff swallow	<i>Hirundo pyrrhonota</i>	None
Eurasian collared dove	<i>Streptopelia decaocto</i>	None
Great blue heron	<i>Ardea herodias</i>	None
Green-winged teal	<i>Anas crecca</i>	None
Gopher – unidentified		
Killdeer	<i>Charadrius vociferus</i>	None
Mountain chickadee	<i>Parus gambeli</i>	None
Mourning dove	<i>Zenaida macroura</i>	None
Red-tailed hawk	<i>Buteo jamaicensis</i>	None
Red-winged blackbird	<i>Agelaius phoeniceus</i>	None
Rock dove	<i>Columba livia</i>	None
Greater sandhill crane	<i>Grus canadensis tabida</i>	ST, SFP
Western scrub-jay	<i>Aphelocoma californica</i>	None
<b>AMPHIBIANS</b>		
Pacific treefrog	<i>Hyla regilla</i>	None
<b>MAMMALS</b>		
Big-brown bat	<i>Eptesicus fuscus</i>	None
Black-tailed deer	<i>Odocoileus hemionus</i>	None
California ground squirrel	<i>Spermophilus beecheyi</i>	None
Gray fox	<i>Urocyon cinereoargenteus</i>	None
Little brown bat	<i>Myotis lucifugus</i>	None
Mexican free-tailed bat	<i>Tadarida brasiliensis</i>	None
Muskrat	<i>Ondatra zibethicus</i>	None
Small-footed myotis	<i>Myotis ciliolabrum</i>	None
Townsend's big-eared bat	<i>Corynorhinus townsendii</i>	SSSC
Yuma myotis	<i>Myotis yumanensis</i>	None
<b>REPTILES</b>		
Western fence lizard	<i>Sceloporus occidentalis</i>	None
Western pond turtle	<i>Emys marmorata</i>	SSSC
Western terrestrial garter snake	<i>Thamnophis elegans</i>	None
<b>FISH</b>		
Common carp	<i>Cyprinus carpio</i>	None
<b>INVERTEBRATES</b>		
Western pearlshell	<i>Margaritifera falcata</i>	None

ST = State Threatened

SFP = State Fully Protected

SSSC = State Species of Special Concern

FD = Federally Delisted

## **APPENDIX C**

### Letter of Concurrence Regarding Completion of AB 52 Consultation



# Shasta County

## DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET  
REDDING, CA 96001-1759  
530.225.5661 530.225.5667 FAX  
800.479.8022 California Relay Service at 700 or 800.735.2922

**PATRICK J. MINTURN, DIRECTOR**  
C. TROY BARTOLOMEI, DEPUTY  
SCOTT G. WAHL, DEPUTY

No. 703919

April 17, 2018

Mickey Gemmill, Tribal Chairman  
Pit River Tribe  
36970 Park Avenue  
Burney, CA 96013

Subject: Cassel-Fall River Road at Pit River Bridge (06C-0039) Replacement Project;  
Tribal Cultural Resources Consultation (AB 52)

Dear Chairman Gemmill:

Shasta County, as lead agency, has prepared an Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Cassel-Fall River Road Bridge Replacement Project (Project) in accordance with the California Environmental Quality Act (CEQA - California Public Resources Code, Division 13).

Pursuant to CEQA §21084.2 (AB 52, 2014), the County notified the Pit River Tribe of the Project. The Tribe requested formal consultation with the County. On June 8, 2016, the Pit River Tribal Council designated the Ajumawi Band as the Tribal representative for conducting such consultation.

Band representatives have met with County staff and consultants on various occasions to discuss the proposed project, project alternatives, and mitigation measures. During the consultation process, changes have been incorporated into the Project at the request of the Ajumawi Band.

CEQA §21084.2 requires that any mitigation measures agreed upon in the consultation process must be recommended for inclusion in the IS/MND and in an adopted mitigation monitoring and reporting program (MMRP), and must be fully enforceable. County staff is recommending that the mitigation measures listed below be included in the IS/MND and MMRP, which are public documents that will be distributed for review by regulatory agencies and the general public.

Because of the need for federal funding and federal permits, similar but separate consultation has concurrently been ongoing pursuant to Section 106 of the National Historic Preservation Act. The Federal Highway Administration (FHWA) is the federal funding agency. Pursuant to 23 U.S. Code §326, the Secretary of Transportation has assigned, and the State of California has accepted, federal Lead Agency responsibility for environmental review, consultation, and coordination. Therefore, cultural resource studies for the proposed project were completed in coordination with the Caltrans Office of Local Assistance as the designated federal Lead Agency representative.

Cassel-Fall River Road at Pit River Bridge Project  
Tribal Cultural Resources Consultation (AB 52)  
April 17, 2018  
Page 2 of 3

Section 106 consultation extends through the project construction phase, while AB 52 consultation must be completed prior to adoption of the CEQA document (Initial Study and (Mitigated) Negative Declaration or EIR) by Shasta County. Because of the potential for buried cultural resources to be encountered during project construction, Mitigation 4.5.1 references a Programmatic Agreement developed under the Section 106 process. The Programmatic Agreement places continuing requirements on Shasta County with respect to cultural resources.

**MM 4.5.1** Prior to commencement of any ground disturbance, the *Programmatic Agreement between the California Department of Transportation and the California State Historic Preservation Officer Regarding the Cassel-Fall River Road Bridge Replacement Project in the Town of Fall River Mills, County of Shasta, California* (PA), shall be executed, with Shasta County as a signatory to the PA.

Shasta County shall continue to coordinate with Caltrans (the designated federal Lead Agency for the project) throughout the duration of Project construction to ensure that the County fulfills its responsibilities outlined in the PA.

**MM 4.5.2** If any previously unevaluated cultural or paleontological resources (i.e., burnt animal bone, midden soils, projectile points or other humanly-modified lithics, historic artifacts, fossils, etc.) are encountered, all earth-disturbing work shall stop within 7.6 meters (25 feet) of the find until a qualified archaeologist, or paleontologist if the find is a paleontological resources, can make an assessment of the discovery and recommend/implement mitigation measures as necessary.

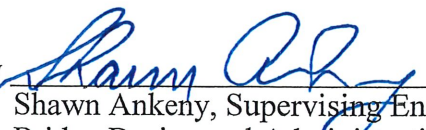
**MM 4.5.3** If any human remains are encountered during any phase of construction, all earth-disturbing work shall stop within 20 meters (66 feet) of the find. The County coroner shall be contacted to determine whether investigation of the cause of death is required as well as to determine whether the remains may be Native American in origin. Should Native American remains be discovered, the County coroner must contact the Native American Heritage Commission (NAHC). The NAHC will then determine those persons it believes to be most likely descended from the deceased Native American(s). Together with representatives of the people of most likely descent, a qualified archaeologist shall make an assessment of the discovery and recommend/implement mitigation measures as necessary.

Please provide your concurrence that consultation on the Project is concluded by signing below and returning this letter to my attention.

Should you have any questions please contact Shawn Ankeny of this office at (530) 245-6810.

Sincerely,

Patrick J. Minturn, Director

By   
Shawn Ankeny, Supervising Engineer  
Bridge Design and Administration

SRA/ldr

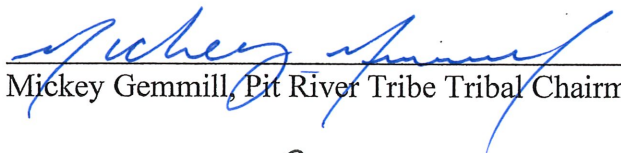


Cassel-Fall River Road at Pit River Bridge Project  
Tribal Cultural Resources Consultation (AB 52)  
April 17, 2018  
Page 3 of 3

**Pit River Tribe & Ajumawi Band Concurrence:**

Pursuant to CEQA §21080.3.2(b), the Pit River Tribe and the Ajumawi Band agree that the proposed project as described in the Administrative Draft IS/MND dated March 2018, with adoption of the mitigation measures identified above, will adequately avoid and/or mitigate potentially significant effects on tribal cultural resources.

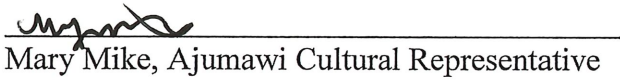
Provided that the Project proposal and mitigation measures identified in the Administrative Draft IS/MND are not substantially altered, the Pit River Tribe and Ajumawi Band concur with Shasta County that AB 52 consultation is now concluded.

  
Mickey Gemmill, Pit River Tribe Tribal Chairman

4/18/18  
Date

  
Ignacio Venegas, Ajumawi Council Representative

4/24/18  
Date

  
Mary Mike, Ajumawi Cultural Representative

4-20-18  
Date

c: Ignacio Venegas  
Pit River Tribe  
36970 Park Avenue  
Burney, CA 96013

Mary Mike  
P.O. Box 3  
Fall River Mills, CA 96028

**Figure 4.12-1 Sensitive Receptors**

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## **MITIGATION MONITORING AND REPORTING PROGRAM SHASTA COUNTY CASSEL - FALL RIVER ROAD BRIDGE REPLACEMENT**

### **Introduction**

This Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines to provide for the monitoring of mitigation measures required of the County's Cassel-Fall River Road Bridge Replacement Project (Project) as set forth in the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the Project.

Section 21081.6 of the California Public Resources Code and Sections 15091(d) and 15097 of the CEQA Guidelines require public agencies to adopt a program for monitoring or reporting on revisions to the project and the measures it has imposed to mitigate or avoid significant environmental effects. An MMRP is required for the proposed project because the IS/MND for the project identified potentially significant adverse impacts related to the implementation of proposed activities, and mitigation measures have been identified to reduce those impacts to a less-than-significant level.

### **Shasta County Adoption of the MMRP**

As lead agency, the Shasta County Board of Supervisors will adopt this MMRP when they approve the Project. This MMRP will be kept on file at the Shasta County Department of Public Works, 1855 Placer Street, Redding, CA 96001.

### **Purpose of the MMRP**

The purpose of the MMRP is to ensure the effective implementation and enforcement of adopted mitigation measures. Mitigation is defined by CEQA Guidelines Section 15370 as a measure that does any of the following:

- Avoids impacts altogether by not taking a certain action or parts of an action.
- Minimizes impacts by limiting the degree or magnitude of the action and its implementation.
- Rectifies impacts by repairing, rehabilitating or restoring the impacted environment.
- Reduces or eliminates impacts over time by preservation and maintenance operations during the life of the project.
- Compensates for impacts by replacing or providing substitute resources or environments.

### **Roles and Responsibilities**

Unless otherwise specified herein, the County is responsible for taking all actions necessary to implement the mitigation measures according to the specifications provided for each measure and for demonstrating that the action has been successfully completed. The County will be responsible for monitoring implementation of the mitigation measures and for verifying that County staff or a qualified contractor has completed the necessary actions for each measure. The County will designate a project manager to oversee the MMRP during the project implementation period. Duties of the project manager include the following:



- Ensure that routine inspections of the project's actions are conducted.
- Serve as liaison between the County and the County's contractor regarding mitigation monitoring issues (if appropriate).
- Complete forms and maintain records and documents required by the MMRP.
- Coordinate and ensure that corrective actions or enforcement measures are taken, if necessary.

### **MMRP Summary Table**

The MMRP table identifies the mitigation measures proposed for the project. These mitigation measures are reproduced from the Initial Study and are conditions of approval for the project. The table has the following columns:

- Mitigation Measure: Lists the mitigation measures identified within the Initial Study for a specific impact, along with the number for each measure as enumerated in the Initial Study.
- Monitoring Action: Identifies what actions the County shall take to comply with the mitigation measure.
- Monitoring Timing/Frequency: Identifies at what point in time, review process, or phase the mitigation measure will be completed.
- Date Checked/By Whom: Space to be initialed and dated by the individual designated to verify adherence to a specific mitigation measure.

### **Conclusion**

The MMRP contained herein will provide for monitoring of construction activities as necessary, on-site identification and resolution of environmental problems, and proper reporting by the County. The MMRP is to be used by County staff, participating agencies, project contractors, and mitigation monitoring personnel during implementation of the project. The MMRP and any related supporting documentation shall be maintained in the project file and be made available to the public upon request.

# SHASTA COUNTY CASSEL-FALL RIVER ROAD BRIDGE REPLACEMENT

## Mitigation Monitoring and Reporting Program

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
Air Quality				
<p><b>MM 4.3.1</b></p> <p>The County shall ensure through contractual obligations that the following measures are implemented throughout construction:</p> <p>a. All material excavated, stockpiled, or graded shall be sufficiently watered to prevent fugitive dust from leaving property boundaries and causing a public nuisance or a violation of ambient air quality standards.</p> <p>b. Unpaved areas with vehicle traffic shall be watered periodically or have dust palliatives applied for stabilization of dust emissions.</p> <p>c. All on-site vehicles shall be limited to a speed of 15 miles per hour on unpaved roads.</p> <p>d. All land clearing, grading, earth moving, and excavation activities on the project site shall be suspended if/when Shasta County’s resident engineer determines that winds are causing excessive dust generation.</p> <p>e. The contractor shall be responsible for applying non-toxic stabilizers (according to manufacturer’s specifications) to all inactive construction areas (previously graded areas which remain inactive for 96 hours), in accordance with the Shasta County Grading Ordinance.</p> <p>f. All trucks hauling dirt, sand, soil, or other loose materials shall be covered or shall maintain at least two feet of free board in accordance with the requirements of California Vehicle Code §23114. This provision is enforced by local law enforcement agencies.</p>	<p>BC</p> <ul style="list-style-type: none"><li>Confirm mitigation measure is included in construction contract.</li></ul>	<p>BC</p> <ul style="list-style-type: none"><li>One-time check of construction contract.</li></ul> <p>DC</p> <ul style="list-style-type: none"><li>Field check as needed to ensure compliance with the mitigation measure.</li></ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<p>g. During grading and earth disturbance in undeveloped areas, the contractor shall provide a paved (or dust palliative treated) apron, at least 50 feet in length, onto the project site from the adjacent paved road(s).</p> <p>h. Paved streets adjacent to construction areas shall be swept or washed at the end of the day to remove excessive accumulations of silt and/or mud which may have accumulated as a result of activities on the development site.</p> <p><b>Responsibility:</b> Shasta County</p>				
<p><b>MM 4.3.2</b></p> <p>Prior to demolition of the existing bridge, a comprehensive asbestos survey of all suspect materials shall be completed. Sampling shall be conducted by a California Division of Occupational Safety and Health (DOSH)-certified Asbestos Consultant (CAC) or a Site Surveillance Technician (SST). Asbestos-containing material shall be removed by a DOSH-registered licensed asbestos abatement contractor and disposed of at a landfill approved to receive asbestos-containing waste material.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> <li>Complete pre-demolition survey for asbestos.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check and check documentation to confirm that, if present, asbestos is handled, removed, and disposed of in accordance with applicable regulations and guidelines.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> <li>One-time check of asbestos survey report/documentation.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check as needed to confirm compliance with mitigation measure.</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<p><b>MM 4.3.3</b></p> <p>Prior to demolition of the existing bridge, or disturbance of traffic striping and pavement, a comprehensive survey shall be completed in locations where lead-based paint is suspected. If lead-based paint is identified, lead abatement shall be conducted by a qualified lead abatement contractor as defined by Title 17 CCR, Articles 5 and 7.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> <li>Complete pre-demolition survey for lead-based paint.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check and check documentation to confirm that, if present, lead-based paint is handled, removed, and disposed of in accordance with applicable regulations and guidelines.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> <li>One-time check of lead-based paint survey report/documentation.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		
<p><b>MM 4.3.4</b></p> <p>In the event previously undetected asbestos or lead-containing materials are discovered during construction or demolition, activities that may affect the materials shall cease until results of additional surveys are reviewed. Alternatively, the County can assume that the materials are hazardous. Any identified hazardous materials shall be disposed of in accordance with applicable hazardous waste regulations.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check/check documentation to confirm that, if encountered during demolition, asbestos and lead-containing materials are handled, removed, and disposed of in accordance with applicable regulations and guidelines.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check/check documentation as needed to confirm compliance with the mitigation measure.</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
Biological				
<p><b>MM 4.4.1</b></p> <p><u>Avoid/Minimize Effects on Bats During Bridge Demolition.</u> Prior to bridge demolition, additional visual survey shall be conducted at each bridge pier where the deck spans join. If packing material is present in the joints and would prevent bat usage, or if the visual survey confirms that there are no signs of past or present bat activity, no further work is needed prior to demolition. If the packing material is no longer intact or no longer present, then humane bat eviction shall be undertaken during seasonal periods of bat activity as described below.</p> <ul style="list-style-type: none"><li>• If needed, humane bat eviction shall be conducted by a bat exclusion contractor or by the bridge contractor under direct supervision of a qualified bat biologist who is experienced in humane bat exclusion methods, materials, and techniques. Humane bat eviction shall consist of blockage of contiguous sections of the gap, and installation of one-way exits at all required locations to permit bats to escape from any roost crevices or non-contiguous portions of crevices. Humane bat eviction shall only be conducted during seasonal periods of bat activity, which in this region, are as follows:<ul style="list-style-type: none"><li>○ Between March 1 (or after evening temperatures rise above 45°F, and/or no more than ½ " of rainfall within 24 hours occurs), and April 15; and</li><li>○ Between September 1 and October 15 (or before evening temperatures fall below 45°F, and/or more than ½ " of rainfall within 24 hours occurs).</li></ul></li></ul> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"><li>• Complete pre-demolition visual survey for bats.</li><li>• If visual survey shows that bats may be using deck span joints for roosting, review contract to ensure that a bat exclusion contractor has been retained to conduct humane bat eviction.</li></ul> <p>DC</p> <ul style="list-style-type: none"><li>• If bats may be present, field check/check documentation to confirm that bats are humanely evicted in accordance with mitigation measure.</li></ul>	<p>BC</p> <ul style="list-style-type: none"><li>• One-time review of pre-demolition report.</li><li>• One-time review of bat specialist’s contract, if necessary.</li></ul> <p>DC</p> <ul style="list-style-type: none"><li>• If bats may be present, field check prior to bridge demolition to confirm installation of humane bat eviction materials.</li></ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<b>MM 4.4.2</b>  <u>Replace Day and Night Bat Roosting Habitat.</u> Day and/or night bat roosting habitat present on the existing bridge shall be replaced with an equal or greater amount of in-kind habitat on the new bridge. A replacement plan shall be developed by a qualified bat biologist with experience in bridge structure bat roost habitat design.  <b>Responsibility:</b> Shasta County	BC <ul style="list-style-type: none"> <li>Complete bat habitat replacement plan.</li> <li>Review final bridge construction plans to ensure bat habitat is provided.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check to ensure implementation of mitigation measure.</li> </ul>	BC <ul style="list-style-type: none"> <li>One-time check of bat habitat replacement plan.</li> <li>One-time check of bridge construction plans.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check as needed to confirm compliance with the mitigation measure.</li> </ul>		
<b>MM 4.4.3</b>  <u>Avoid/Minimize Effects on Bats During Tree Removal.</u> Trees providing suitable bat habitat shall be removed only between March 1 and April 15, or between September 1 and October 15, subject to the weather conditions noted below. All trees proposed for removal shall be inspected in advance by a qualified bat biologist for the presence of cavities, crevices, exfoliating bark, and other features that may provide suitable bat roosting habitat. Trees with suitable bat roost features shall be removed only after implementation of one of the following:  a. A night emergence survey of tree by a qualified bat biologist reveals no roosting bats, OR  b. Trees are removed using the two-step process described below to permit bats the opportunity to abandon the roost prior to removal. Two-step removal of trees containing occupied bat roosts or providing suitable bat habitat shall only be conducted during seasonal periods of bat activity, which in this region, are as follows: <ul style="list-style-type: none"> <li>Between March 1 (or after evening temperatures rise above 45°F, and/or no more than ½ " of rainfall within 24 hours occurs), and April 15; and</li> </ul>	BC <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> <li>Complete tree inspection report prior to tree removal.</li> </ul> <i>Option A</i> <ul style="list-style-type: none"> <li>Complete night emergence survey, if needed.</li> </ul> <i>Option B</i> <ul style="list-style-type: none"> <li>Confirm completion of worker awareness training by a qualified bat biologist in accordance with mitigation measure.</li> </ul> DC <i>Option B</i> <ul style="list-style-type: none"> <li>Provide field supervision of tree cutting crews in accordance with the mitigation measure.</li> </ul>	BC <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> <li>One-time check of tree inspection report.</li> </ul> <i>Option A</i> <ul style="list-style-type: none"> <li>One-time check of night emergence survey report, if necessary.</li> </ul> <i>Option B</i> <ul style="list-style-type: none"> <li>Check bat biologist's documentation of worker awareness training as needed to ensure compliance with the mitigation measure.</li> </ul> DC <i>Option B</i> <ul style="list-style-type: none"> <li>One-time check of contract to confirm retention of bat biologist to supervise tree removal.</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<ul style="list-style-type: none"> <li>Between September 1 and October 15 (or before evening temperatures fall below 45°F, and/or more than ½ " of rainfall within 24 hours occurs).</li> </ul> <p>The two-step removal of bat habitat trees shall be conducted over two consecutive days. The first day entails removal of non-habitat features on bat habitat trees (branches without cavities, crevices, or exfoliating bark), using chainsaws only for cutting, and chippers wherever possible to cause a level of noise and vibration disturbance sufficient to cause bats to choose not to return to the tree for a few days after they emerge to forage. No excavators, grinders, or other heavy equipment shall be used for first day trimming of habitat trees.</p> <p>A qualified bat biologist experienced with two-step removal procedures shall instruct and provide initial supervision of tree cutting crews on day 1 so that they do not accidentally remove potential habitat features, which could result in direct mortality of bats.</p> <p>On the following day, the trees are removed. Any new tree cutting crew members added to the crew shall require instruction and initial supervision by a qualified bat biologist.</p> <p><b>Responsibility:</b> Shasta County</p>	<p><i>Option B</i></p> <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>	<p><i>Option B</i></p> <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<p><b>MM 4.4.4</b></p> <p><u>Avoid/Minimize Effects on Bats During Swallow Nest Removal.</u></p> <p>Abandoned cliff swallow nests on the bridge shall be removed by hand using an extension pole with a suitable scraper (no high-pressure water or air), between October 30 and January 31. If abandoned swallow nests cannot be removed during this period, nest interiors shall first be visually inspected by a qualified bat biologist, and then the nests shall be removed by hand using an extension pole with a suitable scraper (no high-pressure water or air), if unoccupied. If a nest is occupied by bats, removal shall be delayed until after dark. If exclusion netting will be installed on the bridge, netting (1/4" – 3/8" mesh size) or other chosen material shall be installed so that it fits tightly to the bridge with no gaps that may permit bats to enter, and which could trap bats.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> <li>If nest removal occurs between February 1 and October 29, check pre-construction survey report provided by biologist regarding the presence/absence of bats in the nests.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check during nest removal.</li> <li>Field check installation of exclusionary netting/materials.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> <li>If nest removal occurs between February 1 and October 29, one-time check of biologist's documentation.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		
<p><b>MM 4.4.5</b></p> <p><u>Inspect Dewatering Enclosures for Western Pond Turtles.</u></p> <p>If in-stream dewatering enclosures are erected to facilitate pier or abutment construction, a qualified biologist shall be present during initial dewatering of each enclosure to ensure that no turtles are trapped. If turtles are present within the enclosure, they shall be relocated outside the work area by the qualified biologist.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Check biologist's inspection reports to ensure compliance with the mitigation measure, or document that in-stream dewatering enclosures are not used.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>One-time check of biologist's report or field check as needed to confirm absence of in-stream dewatering enclosures.</li> </ul>		



Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<p><b>MM 4.4.6</b></p> <p><u>Avoid/Minimize Effects on Western Pond Turtles.</u> Prior to commencement of any earth disturbance, all construction personnel shall receive training from a qualified biologist on identification of western pond turtles and procedures to be implemented in the event that western pond turtles are encountered during construction activities.</p> <p>In the event that western pond turtles enter a 100-foot buffer of on-going construction activities, a qualified biologist shall be contacted and construction activities shall be halted within 50 feet of the turtle until the turtle is confirmed to have left the project area or is relocated by the qualified biologist.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Conduct training for all construction personnel by a qualified biologist.</li> <li>Field check as necessary to ensure adherence to the mitigation measure.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Conduct training for construction personnel by a qualified biologist as needed.</li> <li>Field check as need to ensure compliance with the mitigation measure.</li> </ul>		
<p><b>MM 4.4.7</b></p> <p><u>Limit the Period for In-Water Work.</u> In-water work shall be limited to the period between April 15 and January 31, or as may otherwise be specified by CDFW, USACE, and/or the RWQCB. If work is proposed outside of the specified time period, the County shall obtain approval from these agencies prior to conducting the work.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Obtain authorization from applicable regulatory agencies if work occurs between February 1 and April 14.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>If work is proposed between February 1 and April 14, obtain approval from CDFW, USACE, and/or RWQCB.</li> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<p><b>MM 4.4.8</b></p> <p><u>Construction Measures to Ensure Retention of Oak Trees.</u> The following measures shall be implemented to ensure retention of the oak trees that are designated for preservation. The County shall ensure compliance through the enforcement of contractual obligations:</p> <ol style="list-style-type: none"> <li>Fencing shall be provided at least 6 feet outside of the dripline of all trees to be preserved. The fencing is to remain throughout construction.</li> <li>No storage of materials that may be harmful to oak trees shall occur within the fenced area.</li> <li>No construction activities (grading, cutting, or trenching), including vehicle parking or materials stockpiling, shall occur within the fenced area.</li> </ol> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check as necessary to ensure exclusionary fencing is installed and maintained throughout construction.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		
<p><b>MM 4.4.9</b></p> <p><u>Avoid/Minimize the Potential for Introduction and Spread of Noxious Weeds.</u> The potential for introduction and spread of noxious weeds shall be avoided/minimized by:</p> <ol style="list-style-type: none"> <li>Using only certified weed-free erosion control materials, mulch, and seed.</li> <li>Limiting any import or export of fill material to material that is known to be weed free.</li> <li>Requiring the construction contractor to thoroughly wash all equipment at a commercial wash facility prior to entering the County. If the equipment has most recently been used within the County, cleaning is not required.</li> </ol> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<p><b>MM 4.4.10</b></p> <p><u>Avoid/Minimize the Potential for Introduction and Spread of Invasive Freshwater Mollusks.</u></p> <p>The potential for introduction and spread of invasive freshwater mollusks (quagga mollusks and zebra mollusks) shall be avoided/minimized by utilizing only vessels that have been cleaned, drained of all standing water, dried thoroughly, and determined not to harbor mussels prior to placement into the Pit River. Vessels that harbor mussels shall undergo treatment to eradicate the mussels completely by being placed into dry storage for a minimum of five days prior to their next planned use.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		
<p><b>MM 4.4.11</b></p> <p><u>Avoid Disturbing Nesting Birds During Bridge Construction/Demolition.</u></p> <p>Well in advance of project construction, abandoned swallow nests shall be removed from the bridge in accordance with the conditions prescribed in Mitigation Measure <b>MM 4.4.4</b>. After the nests are removed, and prior to April 15, bird nesting deterrents shall be installed on the bridge. Shasta County may utilize one or more types of deterrents to prevent birds from nesting on the bridge, including the use of bioacoustic deterrents (e.g., broadcast calls), installation of exclusionary materials (e.g., Teflon or plastic sheeting, mesh netting, or other materials that would not entangle birds) in the fall or winter prior to construction, and/or removal of partially constructed nests following confirmation by a qualified biologist that no eggs or chicks are present (completed nests shall not be removed). Any installation of exclusionary materials to prevent bird nesting shall be coordinated with the bat biologist to ensure that day-roosting bats (if present) are not trapped inside the bridge.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> <li>Review bat biologist's report (see MM 4.4.1) to determine if bats are present or absent.</li> <li>If bats may be present, confirm that exclusionary materials are installed in coordination with the bat biologist.</li> <li>Confirm that exclusionary material is installed after nest removal and prior to April 15.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Inspect nesting deterrents as necessary to ensure compliance with the mitigation measure.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> <li>One-time check of biologist's documentation.</li> <li>If bats may be present, check contract to confirm that coordination with the bat biologist occurs.</li> <li>One-time field check prior to April 15 to ensure that exclusionary material has been installed.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Inspect and maintain nesting deterrents as necessary until bridge is demolished to ensure</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
		compliance with the mitigation measure. Daily inspections are recommended during the swallow arrival period.		
<p><b>MM 4.4.12</b></p> <p><u>Avoid Disturbing Nesting Birds During Vegetation Removal or Ground Disturbance.</u></p> <p>In order to avoid impacts to nesting migratory birds and/or raptors protected under the federal Migratory Bird Treaty Act of 1918 and California Fish and Game Code §3503, including their nests and eggs, the following measures shall be implemented:</p> <p>a. With the exception of trees providing suitable bat roosting habitat that shall be removed only between March 1 and April 15, or between September 1 and October 15, in accordance with <b>Mitigation Measure 4.4.3</b>, vegetation removal and other ground-disturbance activities associated with construction shall occur between September 1 and January 31 when birds are not nesting; or</p> <p>b. If vegetation removal or ground disturbance activities occur during the nesting season, a pre-construction nesting survey shall be conducted by a qualified biologist to identify active nests in and adjacent to the work area. The survey shall take into account acoustic impacts and line-of-sight disturbances occurring as a result of the project in order to determine a sufficient survey radius to avoid nesting birds. The results of the survey shall be submitted to the California Department of Fish and Wildlife upon completion. The survey shall be conducted no more than one week prior to the initiation of construction. If construction activities are delayed or suspended for more than one week after the pre-construction survey, the site shall be resurveyed.</p> <p>If active nests are found, Shasta County shall consult with the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service regarding appropriate action to comply with the Migratory Bird Treaty Act and California</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> <li>If vegetation removal or construction occur between February 1 and August 31, check pre-construction survey report provided by biologist regarding the presence/absence of active nests.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>If active nests are present, inspect project area to verify applicable buffers are maintained until after the young birds have fledged.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> <li>One-time check of biologist's documentation.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>If active nests are present, field check on a weekly basis until the birds have fledged to confirm that buffers are maintained.</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<p>Fish and Game Code §3503. Compliance measures may include, but are not limited to, exclusion buffers, sound-attenuation measures, seasonal work closures based on the known biology and life history of the species identified in the survey, as well as ongoing monitoring by biologists.</p> <p><b>Responsibility:</b> Shasta County</p>				
<b>Cultural Resources</b>				
<p><b>MM 4.5.1</b></p> <p>Prior to commencement of any ground disturbance, the <i>Programmatic Agreement between the California Department of Transportation and the California State Historic Preservation Officer Regarding the Cassel-Fall River Road Bridge Replacement Project in the Town of Fall River Mills, County of Shasta, California</i> (PA), shall be executed, with Shasta County as a signatory to the PA.</p> <p>Shasta County shall continue to coordinate with Caltrans (the designated federal Lead Agency for the project) throughout the duration of Project construction to ensure that the County fulfills its responsibilities outlined in the PA.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Execute Programmatic Agreement in accordance with mitigation measure.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Conduct ongoing coordination with Caltrans throughout the duration of Project construction to ensure compliance with the Programmatic Agreement.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time verification of Programmatic Agreement.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Coordinate with Caltrans as needed to ensure compliance with the Programmatic Agreement.</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<p><b>MM 4.5.2</b></p> <p>If any previously unevaluated cultural or paleontological resources (i.e., burnt animal bone, midden soils, projectile points or other humanly-modified lithics, historic artifacts, fossils, etc.) are encountered, all earth-disturbing work shall stop within 7.6 meters (25 feet) of the find until a qualified archaeologist, or paleontologist if the find is a paleontological resource, can make an assessment of the discovery and recommend/implement mitigation measures as necessary.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>If any previously unevaluated cultural or paleontological resources are encountered, confirm all construction activities stop within the affected area and that a qualified archaeologist and/or paleontologist is contacted.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check as needed to confirm temporary construction stoppage within buffer zone.</li> <li>The archaeologist and/or paleontologist shall specify the timing/frequency of additional monitoring, as appropriate.</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<p><b>MM 4.5.3</b></p> <p>If any human remains are encountered during any phase of construction, all earth-disturbing work shall stop within 20 meters (66 feet) of the find. The county coroner shall be contacted to determine whether investigation of the cause of death is required as well as to determine whether the remains may be Native American in origin. Should Native American remains be discovered, the county coroner must contact the Native American Heritage Commission (NAHC). The NAHC will then determine those persons it believes to be most likely descended from the deceased Native American(s). Together with representatives of the people of most likely descent, a qualified archaeologist shall make an assessment of the discovery and recommend/implement mitigation measures as necessary.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>If any human remains are encountered, confirm all construction activities stop within the affected area and that a qualified archaeologist and the county coroner are contacted.</li> <li>If human remains are recognized as Native American, additional monitoring requirements may be specified by the archaeologist in consultation with representatives of the people of most likely descended from the deceased contacted.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check as needed to confirm temporary construction stoppage within buffer zone.</li> <li>The archaeologist shall specify the timing/frequency of additional monitoring, as appropriate.</li> </ul>		
<b>Geology/Soils</b>				
<p><b>MM 4.6.1</b></p> <p>Recommendations included in the Final Foundation Report for the proposed Project shall be incorporated into the final improvement plans. The improvement plans shall be reviewed by a qualified geotechnical engineer to ensure all recommendations included in the final Foundation/Geotechnical Report are implemented. Applicable notes shall be placed on the attachment sheet to the Improvement Plans.</p> <p><b>Responsibility:</b> Shasta County</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm review of improvement plans by geotechnical engineer.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time confirmation of geotechnical engineer's approval of improvement plans.</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<b>MM 4.6.2</b>  Site earthwork activities (including site preparation, placement of engineered fill and trench backfill, construction of slab and pavement subgrades, and all foundation excavations) shall be monitored by a certified engineering geologist or other qualified professional approved by the Shasta County Public Works Director, as recommended in the Final Foundation Report.  <b>Responsibility:</b> Shasta County	BC <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check as necessary to ensure monitoring of site earthwork activities in accordance with the mitigation measure.</li> </ul>	BC <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		
<b>MM 4.6.3</b>  If blasting is proposed, all work shall be conducted under the direct supervision of a blaster holding a current license issued by Cal/OSHA; a blasting plan subject to approval by Shasta County shall be provided in advance so that the County can ensure that potential concerns with respect to noise, vibration, safety, and security are adequately addressed.  <b>Responsibility:</b> Shasta County	BC <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Review and approve blasting plan, if necessary.</li> <li>Field check as necessary to ensure supervision of blasting activities in accordance with the mitigation measure.</li> </ul>	BC <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check as needed to ensure implementation.</li> <li>Review blasting plan(s) as needed if blasting is proposed.</li> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		



Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
Hazards / Hazardous Materials				
<b>MM 4.8.1</b>  Treated wood waste shall be handled, stored, transported, and disposed of in accordance with Section 14-11.14 (Treated Wood Waste) of Caltrans’ Standard Specifications. All personnel that may come into contact with treated wood waste will receive, at a minimum, training on procedures for identifying and segregating treated wood waste; safe handling practices; requirements of 22 CCR, Division 4.5, Chapter 34 (Alternative Management Standards for Treated Wood Waste); and proper disposal methods.  <b>Responsibility:</b> Shasta County	<b>BC</b> <ul style="list-style-type: none"><li>Confirm mitigation measure is included in construction contract.</li><li>Ensure construction workers are properly trained regarding identifying, handling, and disposing of treated wood waste.</li></ul> <b>DC</b> <ul style="list-style-type: none"><li>Field check and check documentation to confirm that, if present, treated wood waste is handled, removed, and disposed of in accordance with applicable regulations and guidelines.</li></ul>	<b>BC</b> <ul style="list-style-type: none"><li>One-time check of construction contract.</li><li>Review training records as needed to ensure construction workers are properly trained regarding identifying, handling, and disposing of treated wood waste.</li></ul> <b>DC</b> <ul style="list-style-type: none"><li>Field check as needed to ensure compliance with the mitigation measure.</li></ul>		
<b>MM 4.8.2</b>  During construction, all areas in which work will be completed using spark-producing equipment shall be cleared of dried vegetation or other materials that could serve as fire fuel. To the extent feasible, the contractor shall keep these areas clear of combustible materials in order to maintain a fire break.  <b>Responsibility:</b> Shasta County	<b>BC</b> <ul style="list-style-type: none"><li>Confirm mitigation measure is included in construction contract.</li></ul> <b>DC</b> <ul style="list-style-type: none"><li>Field check to confirm compliance with the mitigation measure.</li></ul>	<b>BC</b> <ul style="list-style-type: none"><li>One-time check of construction contract.</li></ul> <b>DC</b> <ul style="list-style-type: none"><li>Field check as needed to ensure compliance with the mitigation measure.</li></ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
Hydrology and Water Quality				
<b>MM 4.9.1</b>  Final improvement plans shall be reviewed by the hydraulic engineer to ensure all recommendations included in the final hydraulic analysis are implemented. Applicable notes shall be placed on the attachment sheet to the Grading and Improvement Plans.  <b>Responsibility:</b> Shasta County	BC <ul style="list-style-type: none"><li>Confirm review of final improvement plans by hydraulic engineer.</li></ul>	BC <ul style="list-style-type: none"><li>One-time confirmation of hydraulic engineer's approval of improvement plans.</li></ul>		
Noise				
<b>MM 4.12.1</b>  Construction activities (excluding activities that would result in a safety concern to the public or construction workers due to interference with traffic) shall be limited to between the daytime hours of 7:00 A.M. and 7:00 P.M., Monday through Friday; and 8:00 A.M. and 5:00 P.M., on Saturdays, Sundays, and federal/state recognized holidays.  <b>Responsibility:</b> Shasta County	BC <ul style="list-style-type: none"><li>Confirm mitigation measure is included in construction contract.</li></ul> DC <ul style="list-style-type: none"><li>Field check to confirm compliance with the mitigation measure.</li></ul>	BC <ul style="list-style-type: none"><li>One-time check of construction contract.</li></ul> DC <ul style="list-style-type: none"><li>Field check as needed to ensure compliance with the mitigation measure.</li></ul>		
<b>MM 4.12.2</b>  Pile driving and blasting activities shall occur only between the hours of 9:00 A.M. and 6:00 P.M.  <b>Responsibility:</b> Shasta County	BC <ul style="list-style-type: none"><li>Confirm mitigation measure is included in construction contract.</li></ul> DC <ul style="list-style-type: none"><li>Field check to confirm compliance with the mitigation measure.</li></ul>	BC <ul style="list-style-type: none"><li>One-time check of construction contract.</li></ul> DC <ul style="list-style-type: none"><li>Field check as needed to ensure compliance with the mitigation measure.</li></ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<b>MM 4.12.3</b>  Noise generated by pile-driving activities shall be minimized to the extent practicable, through the use of cushion blocks with impact hammer pile drivers; attaching acoustical insulation material to the inside of construction fencing or supports; installing temporary sound barriers between sensitive uses and the construction site; and/or pre-drilling holes for the piles. Sonic or vibratory pile drivers may be used where geological conditions permit their use.  <b>Responsibility:</b> Shasta County	BC <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check to confirm compliance with the mitigation measure.</li> </ul>	BC <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		
<b>MM 4.12.4</b>  Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.  <b>Responsibility:</b> Shasta County	BC <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check to confirm compliance with the mitigation measure.</li> </ul>	BC <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		
<b>MM 4.12.5</b>  When not in use, motorized construction equipment shall not be left idling for more than five minutes.  <b>Responsibility:</b> Shasta County	BC <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check to confirm compliance with the mitigation measure.</li> </ul>	BC <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		

Mitigation Measure	Monitoring Action	Monitoring Timing/Frequency	Completion	
			Date	Initials
<b>MM 4.12.6</b>  Stationary equipment (generators, compressors, etc.) shall be located at the furthest practical distance from nearby noise-sensitive land uses.  <b>Responsibility:</b> Shasta County	BC <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check to confirm compliance with the mitigation measure.</li> </ul>	BC <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> DC <ul style="list-style-type: none"> <li>Field check as needed to ensure compliance with the mitigation measure.</li> </ul>		

BC = Before Construction

DC = During Construction

AC = After Construction



020-53

June 27, 2018

**MEMORANDUM**

**TO:** **Shawn Ankeny, PE**  
Shasta County Public Works  
1855 Placer Street  
Redding, CA 96001

**FROM:** Carla L. Thompson, AICP

**SUBJECT:** **Response to Comments and Mitigation Monitoring and Reporting Program**  
*Cassel-Fall River Road Bridge Replacement Project*

In accordance with the California Environmental Quality Act (CEQA) (California Public Resources Code §21000 *et seq.*) and CEQA Guidelines (California Code of Regulations §15000 *et seq.*), an Initial Study/Mitigated Negative Declaration (IS/MND) for the Cassel-Fall River Road Bridge Replacement Project was prepared and made available to the general public and interested agencies for a 30-day public review period. The agency review period managed by the State Clearinghouse ended June 18, 2018; the general public review period ended June 22, 2018.

Pursuant to CEQA §21091, the lead agency must evaluate all comments received during the comment period and prepare a written response to each comment in accordance with §15088 of the CEQA Guidelines.

Comments on the IS/MND were submitted by the Central Valley Regional Water Quality Control Board. The letter is attached in its entirety and is followed by the responses to the letter.

Also attached is the final Mitigation Monitoring and Reporting Program (MMRP) that must be adopted by the Board of Supervisors at the time they adopt the MND.

Please feel free to contact me at **530.221.0440, ext. 7112**, or [cthompson@enplan.com](mailto:cthompson@enplan.com) if you have any questions or require additional information.

Enclosures:

- Response to Comments
- Final Mitigation Monitoring and Reporting Program

## LETTER 1



## Central Valley Regional Water Quality Control Board

30 May 2018

Shasta County Department of Public Works  
Attn: Shawn Ankeny  
1855 Placer Street  
Redding, CA 96001-1759

**COMMENTS ON THE INITIAL STUDY/PROPOSED MITIGATED NEGATIVE DECLARATION,  
CASSEL-FALL RIVER ROAD BRIDGE REPLACEMENT PROJECT, SHASTA COUNTY**

The Central Valley Regional Water Quality Control Board (Central Valley Water Board) is a responsible agency for this project, as defined by the California Environmental Quality Act (CEQA). On 23 May 2018, we received your request for comments on the Cassel-Fall River Road Bridge Replacement Project.

The proposed project includes replacing the existing Cassel-Fall River Road Bridge over the Pit River with a new bridge located immediately south of the current bridge. The roadway approaches on both sides of the bridge would be shifted south. An asphalt overlay would continue from the end of the eastern bridge approach roadway work for 370 feet toward the intersection of Dee Knoch Road. An approximately 165-foot-long retaining wall would be placed on the south side of the eastern approach, east of the abutment. The project is located in the unincorporated community of Fall River Mills. The bridge site is located along Main Street / Cassel-Fall River Road.

Based on our review of the information submitted for the proposed project, we have the following comments:

General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CGP)

Construction activity, including demolition, resulting in a land disturbance of one acre or more must obtain coverage under the CGP. The Cassel-Fall River Road Bridge Replacement Project must be conditioned to implement storm water pollution controls during construction and post-construction as required by the CGP. To apply for coverage under the CGP the property owner must submit Permit Registration Documents electronically prior to construction. Detailed information on the CGP can be found on the State Water Board website:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml)

1-1

Clean Water Act (CWA) Section 401, Water Quality Certification

The Central Valley Water Board has regulatory authority over wetlands and waterways under the Federal Clean Water Act (CWA) and the California Water Code, Division 7 (CWC). Discharge of dredged or fill material to waters of the United States requires a CWA Section 401

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KARL E. LONGLEY SCD, P.E., CHAIR | PAMELA C. CREEDON P.E., BCCE, EXECUTIVE OFFICER

364 Knollcrest Drive, Suite 205, Redding, CA 96002 | [www.waterboards.ca.gov/centralvalley](http://www.waterboards.ca.gov/centralvalley)



Shasta County Department of Public Works - 2 -  
Cassel-Fall River Road Bridge Replacement Project

30 May 2018

Water Quality Certification from the Central Valley Water Board. Typical activities include any modifications to these waters, such as stream crossings, stream bank modifications, filling of wetlands, etc. 401 Certifications are issued in combination with CWA Section 404 Permits issued by the Army Corps of Engineers. The proposed project must be evaluated for the presence of jurisdictional waters, including wetlands and other waters of the State. Steps must be taken to first avoid and minimize impacts to these waters, and then mitigate for unavoidable impacts. Both the Section 404 Permit and Section 401 Water Quality Certification must be obtained prior to site disturbance. Any person discharging dredge or fill materials to waters of the State must file a report of waste discharge pursuant to Sections 13376 and 13260 of the California Water Code. Both the requirements to submit a report of waste discharge and apply for a Water Quality Certification may be met using the same application form, found at:

**1-2****Cont.****1-3****1-4**

[http://www.waterboards.ca.gov/centralvalley/water\\_issues/water\\_quality\\_certification/wqc\\_application.pdf](http://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/wqc_application.pdf)

If you have any questions or comments regarding this matter please contact me at (530) 224-4783 or by email at [Dannas.Berchtold@waterboards.ca.gov](mailto:Dannas.Berchtold@waterboards.ca.gov).



Dannas J. Berchtold  
Engineering Associate  
Storm Water & Water Quality Certification Unit

DJB: db

cc w/o

enclosures: Mr. Matt Kelley, U.S. Army Corps of Engineers, Redding  
Ms. Donna Cobb, Department of Fish and Wildlife, Region 1, Redding

**LETTER 1      CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD (CVRWQCB)**

**Comment 1-1:**      **The Commenter states that construction activity, including demolition, resulting in land disturbance of one acre or more must obtain coverage under the General Permit for Storm Water Discharges (CGP). The applicant must implement storm water pollution controls during construction and post-construction as required by the CGP.**

**Response 1-1:**      Section 3.4 (Regulatory Requirements) of the IS/MND (page 21) provides a list of permits and approvals that are required for the proposed project. The following requirement is included:

- Obtain coverage under the NPDES permit for *Discharges of Storm Water Runoff Associated with Construction Activity* (currently Order No. 2009-009-DWQ) by submitting a Notice of Intent to the State Water Resources Control Board (SWRCB). The permitting process requires the development and implementation of an effective Storm Water Pollution Prevention Plan (SWPPP) that includes Best Management Practices (BMPs) to reduce pollutants and any additional controls necessary to meet water quality standards.

Because the County's construction contract will include the requirement to implement a SWPPP that includes BMPs and any additional controls necessary to meet water quality standards, no additional mitigation measures are required.

**Comment 1-2:**      **The Commenter states that the CVWQCB has regulatory authority over wetlands and waterways under the Federal Clean Water Act and the California Water Code. Discharge of dredged or fill material to waters of the U.S. requires a CWA Section 401 Water Quality Certification from the CVRWQCB. Section 401 certifications are issued in combination with Section 404 Permits issued by the Army Corps of Engineers.**

**Response 1-2:**      The IS/MND (page 61) states:

*"Pursuant to CWA Section 401, an activity requiring a USACE permit must obtain a State Water Quality Certification (or waiver) to ensure that the activity will not violate established State water quality standards."*

Section 3.4 (Regulatory Requirements) of the IS/MND (page 22) provides a list of permits and approvals that are required for the proposed project. The following requirements are included:

- Obtain a State Water Quality Certification (or waiver) per Clean Water Act Section 401.
- Obtain a Section 404 Permit under the Federal Clean Water Act.

Because the County's construction contract will include the requirement to comply with conditions of the regulatory agency permits, no additional mitigation measures are required.



**Comment 1-3:**      **The Commenter states that the project must be evaluated for the presence of jurisdictional waters, including wetlands and other waters of the State. Steps must be taken to first avoid and minimize impacts to these waters, and then mitigate for unavoidable impacts.**

**Response 1-3:**      The IS/MND (page 59) states that ENPLAN conducted field investigations on June 29 and August 10, 2010, and on February 12, May 17, and May 19, 2016, to identify potential jurisdictional waters. The evaluation identified  $\pm 0.873$  acres of the Pit River, a  $\pm 0.045$ -acre wet swale, and a  $\pm 0.014$ -acre seep in the project site. Potential impacts to these waters are discussed in detail on pages 59 through 61 of the IS/MND.

As stated in the IS/MND (page 56), adverse effects to the Pit River would be minimized by limiting in-water work to the period from April 15 to January 31. This in-water work period is reflected in **Mitigation Measure MM 4.4.7**. The IS/MND also recognizes that permit conditions established by the Army Corps of Engineers and/or the SWRCB could further limit the in-water work period. In addition, in accordance with SWRCB requirements, water quality monitoring must be conducted when performing any in-water work, when project activities result in any materials reaching surface waters, or when any activities result in the creation of a visible plume in surface waters. Potential indirect effects will be further avoided by implementing standard BMPs for erosion control and spill prevention.

Because the County's construction contract will include the requirement to comply with the County's mitigation measures and conditions of the regulatory agency permits, no additional mitigation measures are required.

**Comment 1-4**      **The Commenter states that both the Section 404 permit and Section 401 Water Quality Certification must be obtained prior to site disturbance.**  
**In addition, any person discharging dredge or fill materials to waters of the State must file a report of waste discharge pursuant to Section 13376 and 13260 of the California Water Code. The same application form may be used for both the report of waste discharge and the Water Quality Certification.**

**Response 1-4:**      The IS/MND (page 61) states:  
*"Regulatory agency permits will be obtained by the County prior to commencement of construction. The bid specifications and contract documents will state that the contractor shall comply with the terms and conditions outlined in the permits. Compliance with regulatory agency permits will ensure that impacts to wetlands and other waters are less than significant."* In addition, the report of waste discharge will be included in the application for Water Quality Certification.

Because regulatory agency permits will be obtained by the County prior to any site disturbance, and the County's construction contract will include the requirement to comply with the conditions of the regulatory agency permits, no additional mitigation measures are required.

**RESOLUTION NO. 2018 -**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
ADOPTING A MITIGATED NEGATIVE DECLARATION  
FOR THE CASSEL-FALL RIVER ROAD AT PIT RIVER BRIDGE REPLACEMENT**

**WHEREAS**, the Board of Supervisors is considering construction of a bridge on Cassel-Fall River Road; and

**WHEREAS**, the project is subject to the provisions of the California Environmental Quality Act (CEQA); and

**WHEREAS**, an Initial Study supporting preparation of a Mitigated Negative Declaration as the CEQA document was prepared; and

**WHEREAS**, the proposed Mitigated Negative Declaration was referred to the State Clearinghouse for review by state agencies and a public review period ran from May 18, 2018 to June 18, 2018; and

**WHEREAS**, the County of Shasta received comments during the public review period and the comments and responses to the comments have been included in the Initial Study and Mitigated Negative Declaration; and

**WHEREAS**, a Notice of Intent to Adopt a Mitigated Negative Declaration was published in the Mountain Echo newspaper on May 22, 2018, the Redding Record Searchlight newspaper on May 21, 2016, and sent to state agencies and to local agencies known to be affected by the project.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Shasta, as lead agency, hereby makes the following environmental findings:

- A. The foregoing recitals are true and correct; and
- B. An Initial Study has been conducted to evaluate the potential for significant adverse environmental effects; and
- C. A Mitigated Negative Declaration has been prepared pursuant to CEQA and circulated to the State Clearinghouse (SCH# 2018052047) for review. The Mitigated Negative Declaration has been considered together with all comments and reflects the independent judgment and analysis of the Board of Supervisors of the County of Shasta. The Mitigated Negative Declaration and all reference documents are available for public review at the Shasta County Department of Public Works Office, 1855 Placer Street, Redding, California 96001; and

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July 17, 2018  
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- D. Feasible mitigation measures have been specifically identified in the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and, to the extent feasible mitigation measures apply, have been incorporated in the Initial Study, Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program. Final complete plans for the proposed Cassel-Fall River Road at Pit River Bridge Replacement will incorporate all feasible mitigations measures with monitoring as specified in the Initial Study. The Mitigated Negative Declaration, by its provisions for monitoring of mitigation measures or changes made to the project or conditions of project approval to be adopted in order to mitigate or avoid significant impacts on the environment, represents the program designed to secure environmental compliance during project implementation; and
- E. Mitigation monitoring provisions have been considered by the Board of Supervisors. The Mitigation Monitoring and Reporting Program is the program designed to ensure environmental compliance during the project implementation. The program, as required by Public Resources Code section 21081.6, is based on those documents and materials referred to in the Mitigated Negative Declaration, and incorporated therein by reference, which are maintained at the County Public Works Department's office located at 1855 Placer Street, Redding, California; and
- F. There is no substantial evidence, in light of the entire record, that the proposed construction of a replacement bridge on Cassel-Fall River Road at Pit River, as revised to incorporate the recommended mitigation measures, may have a significant effect on the environment.

**BE IT FURTHER RESOLVED** that the County of Shasta Board of Supervisors adopts the CEQA determination of a Mitigated Negative Declaration along with the Mitigation Monitoring and Reporting Program prepared for the proposed construction of a replacement bridge on Cassel-Fall River Road at Pit River as the environmental document for the proposed new bridge.

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**DULY PASSED AND ADOPTED** this 17th day of July, 2018 by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Public Works-18.

**SUBJECT:**

Deschutes Road Widening Project – Award Construction Contract

**DEPARTMENT:** Public Works

**Supervisory District No. :** 5

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Award to the lowest responsive and responsible bidder, SnL Group, Inc., on a unit cost basis, the contract for the “Deschutes Road (2H01B) Widening Project – Phase 1,” Contract No. 702982, in the amount of \$1,572,683.

**SUMMARY**

The low bidder on the Deschutes Road (2H01B) Widening Project – Phase 1 is SnL Group, Inc.

**DISCUSSION**

The County is preparing to widen shoulders along a 3.2 mile long section of Deschutes Road from Balls Ferry Road to Beatie Road. On May 22, 2018, the Board started the bidding process. On June 28, 2018, four bids were received and opened. SnL Group, Inc. was the low bidder.

**ALTERNATIVES**

The Board may decline to award the contract. The existing road would remain in its current condition.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The total project cost estimate is \$2,300,000. Federal funds will cover \$1,500,000. Adequate funds have been included in the Adopted FY 2018/19 Roads budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	7/5/2018	Bid Summary Detail



BID SUMMARY DETAIL

BID OPENING DATE: June 28, 2018

FEDERAL NO.: HSIPL-5906(120)

PREPARED BY: [Signature]

DATE: 6/28/18

CHECKED BY: [Signature]

DATE: 6/28/18

STATE OF CALIFORNIA  
COUNTY OF SHASTA  
DEPARTMENT OF PUBLIC WORKS



PROJECT: DESCHUTES ROAD (2H01B) WIDENING PROJECT - PHASE 1  
CONTRACT NO.: 702982

ENGINEER'S ESTM.  
SHASTA COUNTY  
PUBLIC WORKS DEPT.

LOWEST RESPONSIVE BIDDER

SNL Group, Inc.  
9818 Holton Way  
Redding, CA 96003

UNIT PRICE	TOTAL
\$ 642.15	\$ 642.15
\$ 9,676.00	\$ 9,676.00
\$ 105,200.00	\$ 105,200.00
\$ 118.00	\$ 236.00
\$ 118.00	\$ 590.00
\$ 2,832.00	\$ 14,160.00
\$ 3,349.00	\$ 3,349.00
\$ 2,950.00	\$ 2,950.00
\$ 236.00	\$ 708.00
\$ 1,121.00	\$ 3,363.00
\$ 1,062.00	\$ 1,062.00
\$ 6.59	\$ 3,690.40
\$ 6.14	\$ 1,596.40
\$ 4.85	\$ 20,855.00
\$ 4,016.00	\$ 4,016.00
\$ 321.00	\$ 321.00
\$ 762.00	\$ 762.00
\$ 156.00	\$ 1,248.00
\$ 6.00	\$ 840.00
\$ 49,327.00	\$ 49,327.00
\$ 26.06	\$ 167,826.40
\$ 72.74	\$ 29,096.00
\$ 31.00	\$ 3,534.00
\$ 200.00	\$ 6,200.00
\$ 115.00	\$ 24,840.00
\$ 160.00	\$ 2,720.00
\$ 259.00	\$ 6,216.00
\$ 0.35	\$ 87.50
\$ 152.00	\$ 38,000.00
\$ 8,496.00	\$ 8,496.00
\$ 71.00	\$ 14,200.00
\$ 35.00	\$ 8,750.00
\$ 0.31	\$ 6,603.00
\$ 1.16	\$ 10,938.80
\$ 0.02	\$ 11,940.00
\$ 10.00	\$ 640.00
\$ 8.56	\$ 17,291.20
\$ 0.03	\$ 16,080.00
\$ 0.10	\$ 59,700.00
\$ 0.30	\$ 6,390.00
\$ 2,360.00	\$ 2,360.00
\$ 6,623.00	\$ 6,623.00
\$ 42.95	\$ 260,277.00
\$ 103.47	\$ 370,422.60
\$ 17.58	\$ 7,700.04
\$ 27.90	\$ 17,577.00
\$ 835.00	\$ 5,845.00
\$ 123.00	\$ 1,968.00
\$ 121.00	\$ 7,260.00
\$ 230.00	\$ 2,300.00
\$ 15.53	\$ 8,199.84
\$ 23.27	\$ 12,356.37
\$ 30.28	\$ 2,422.40
\$ 476.00	\$ 476.00
\$ 228.00	\$ 4,332.00
\$ 620.00	\$ 1,860.00
\$ 3,807.00	\$ 3,807.00
\$ 19.00	\$ 665.00
\$ 90.00	\$ 13,500.00
\$ 127.00	\$ 1,397.00
\$ 722.00	\$ 2,888.00
\$ 236.00	\$ 10,620.00
\$ 14.28	\$ 16,707.60
\$ 16.76	\$ 31,508.80

2nd BIDDER

Darren Taylor Construction, Inc.  
5750 Pleasant View Drive  
Anderson, CA 96007

UNIT PRICE	TOTAL
\$ 1,000.00	\$ 1,000.00
\$ 8,000.00	\$ 8,000.00
\$ 90,000.00	\$ 90,000.00
\$ 1,000.00	\$ 2,000.00
\$ 100.00	\$ 500.00
\$ 2,500.00	\$ 12,500.00
\$ 5,000.00	\$ 5,000.00
\$ 1,392.40	\$ 1,392.40
\$ 75.00	\$ 225.00
\$ 325.00	\$ 975.00
\$ 580.00	\$ 580.00
\$ 3.00	\$ 1,680.00
\$ 10.00	\$ 2,600.00
\$ 1.50	\$ 6,450.00
\$ 1,000.00	\$ 1,000.00
\$ 500.00	\$ 500.00
\$ 3,000.00	\$ 3,000.00
\$ 500.00	\$ 4,000.00
\$ 15.00	\$ 2,100.00
\$ 51,780.00	\$ 51,780.00
\$ 27.00	\$ 173,880.00
\$ 32.00	\$ 12,800.00
\$ 132.00	\$ 15,048.00
\$ 115.00	\$ 3,565.00
\$ 76.00	\$ 16,416.00
\$ 200.00	\$ 3,400.00
\$ 125.00	\$ 3,000.00
\$ 0.40	\$ 100.00
\$ 130.00	\$ 32,500.00
\$ 7,200.00	\$ 7,200.00
\$ 60.00	\$ 12,000.00
\$ 30.00	\$ 7,500.00
\$ 0.75	\$ 15,975.00
\$ 1.00	\$ 9,430.00
\$ 0.03	\$ 17,910.00
\$ 9.00	\$ 576.00
\$ 8.00	\$ 16,160.00
\$ 0.03	\$ 16,080.00
\$ 0.07	\$ 41,790.00
\$ 0.75	\$ 15,975.00
\$ 2,500.00	\$ 2,500.00
\$ 7,500.00	\$ 7,500.00
\$ 45.00	\$ 272,700.00
\$ 109.55	\$ 392,189.00
\$ 22.00	\$ 9,636.00
\$ 32.00	\$ 20,160.00
\$ 1,200.00	\$ 8,400.00
\$ 280.00	\$ 4,480.00
\$ 170.00	\$ 10,200.00
\$ 450.00	\$ 4,500.00
\$ 180.00	\$ 95,040.00
\$ 190.00	\$ 100,890.00
\$ 200.00	\$ 16,000.00
\$ 1,000.00	\$ 1,000.00
\$ 1,500.00	\$ 28,500.00
\$ 700.00	\$ 2,100.00
\$ 2,000.00	\$ 2,000.00
\$ 60.00	\$ 2,100.00
\$ 200.00	\$ 30,000.00
\$ 137.50	\$ 20,625.00
\$ 533.00	\$ 5,863.00
\$ 495.00	\$ 1,980.00
\$ 275.00	\$ 12,375.00
\$ 19.80	\$ 23,166.00
\$ 29.15	\$ 54,802.00

3rd BIDDER

J.F. Shea Construction, Inc.  
17400 Clear Creek Road  
Redding, CA 96049

UNIT PRICE	TOTAL
\$ 19,800.00	\$ 19,800.00
\$ 8,800.00	\$ 8,800.00
\$ 77,000.00	\$ 77,000.00
\$ 82.50	\$ 165.00
\$ 55.00	\$ 275.00
\$ 3,300.00	\$ 16,500.00
\$ 8,140.00	\$ 8,140.00
\$ 2,750.00	\$ 2,750.00
\$ 550.00	\$ 1,650.00
\$ 1,980.00	\$ 5,940.00
\$ 550.00	\$ 550.00
\$ 18.70	\$ 10,472.00
\$ 24.20	\$ 6,292.00
\$ 3.85	\$ 16,555.00
\$ 8,140.00	\$ 8,140.00
\$ 1,650.00	\$ 1,650.00
\$ 11,550.00	\$ 11,550.00
\$ 2,200.00	\$ 17,600.00
\$ 16.50	\$ 2,310.00
\$ 48,400.00	\$ 48,400.00
\$ 41.80	\$ 269,192.00
\$ 89.10	\$ 35,640.00
\$ 232.00	\$ 26,448.00
\$ 442.00	\$ 13,702.00
\$ 267.00	\$ 57,672.00
\$ 395.00	\$ 6,715.00
\$ 43.00	\$ 1,032.00
\$ 0.30	\$ 75.00
\$ 141.90	\$ 35,475.00
\$ 7,920.00	\$ 7,920.00
\$ 66.00	\$ 13,200.00
\$ 33.00	\$ 8,250.00
\$ 0.55	\$ 11,715.00
\$ 1.00	\$ 9,430.00
\$ 0.02	\$ 11,940.00
\$ 9.00	\$ 576.00
\$ 8.00	\$ 16,160.00
\$ 0.02	\$ 10,720.00
\$ 0.07	\$ 41,790.00
\$ 0.80	\$ 17,040.00
\$ 30,000.00	\$ 30,000.00
\$ 18,700.00	\$ 18,700.00
\$ 42.00	\$ 254,520.00
\$ 150.00	\$ 537,000.00
\$ 19.00	\$ 8,322.00
\$ 41.80	\$ 26,334.00
\$ 1,925.00	\$ 13,475.00
\$ 220.00	\$ 3,520.00
\$ 209.00	\$ 12,540.00
\$ 359.70	\$ 3,597.00
\$ 78.00	\$ 41,184.00
\$ 78.00	\$ 41,418.00
\$ 112.20	\$ 8,976.00
\$ 550.00	\$ 550.00
\$ 973.00	\$ 18,487.00
\$ 605.00	\$ 1,815.00
\$ 24,200.00	\$ 24,200.00
\$ 60.00	\$ 2,100.00
\$ 137.50	\$ 20,625.00
\$ 533.00	\$ 5,863.00
\$ 495.00	\$ 1,980.00
\$ 275.00	\$ 12,375.00
\$ 19.80	\$ 23,166.00
\$ 29.15	\$ 54,802.00

4th BIDDER

Stimpel-Wiebelhaus Associates, Inc.  
P.O. Box 492335  
Redding, CA 96049

UNIT PRICE	TOTAL
\$ 7,500.00	\$ 7,500.00
\$ 9,800.00	\$ 9,800.00
\$ 138,000.00	\$ 138,000.00
\$ 175.00	\$ 350.00
\$ 150.00	\$ 750.00
\$ 3,500.00	\$ 17,500.00
\$ 14,000.00	\$ 14,000.00
\$ 2,000.00	\$ 2,000.00
\$ 1,000.00	\$ 3,000.00
\$ 1,000.00	\$ 1,000.00
\$ 8.50	\$ 4,760.00
\$ 8.00	\$ 2,080.00
\$ 5.00	\$ 21,500.00
\$ 5,200.00	\$ 5,200.00
\$ 3,500.00	\$ 3,500.00
\$ 5,000.00	\$ 5,000.00
\$ 2,450.00	\$ 19,600.00
\$ 19.00	\$ 2,660.00
\$ 52,500.00	\$ 52,500.00
\$ 46.00	\$ 296,240.00
\$ 38.00	\$ 15,200.00
\$ 270.00	\$ 30,780.00
\$ 155.00	\$ 4,805.00
\$ 155.00	\$ 33,480.00
\$ 235.00	\$ 3,995.00
\$ 550.00	\$ 13,200.00
\$ 0.30	\$ 75.00
\$ 150.00	\$ 37,500.00
\$ 7,200.00	\$ 7,200.00
\$ 65.00	\$ 13,000.00
\$ 32.00	\$ 8,000.00
\$ 1.50	\$ 31,950.00
\$ 1.00	\$ 9,430.00
\$ 0.02	\$ 11,940.00
\$ 8.00	\$ 512.00
\$ 7.50	\$ 15,150.00
\$ 0.03	\$ 16,080.00
\$ 0.07	\$ 41,790.00
\$ 1.00	\$ 21,300.00
\$ 9,500.00	\$ 9,500.00
\$ 21,000.00	\$ 21,000.00
\$ 74.00	\$ 448,440.00
\$ 154.00	\$ 551,320.00
\$ 20.00	\$ 8,760.00
\$ 29.00	\$ 18,270.00
\$ 2,800.00	\$ 19,600.00
\$ 70.00	\$ 1,120.00
\$ 100.00	\$ 6,000.00
\$ 180.00	\$ 1,800.00
\$ 30.00	\$ 15,840.00
\$ 35.00	\$ 18,585.00
\$ 48.00	\$ 3,840.00
\$ 160.00	\$ 160.00
\$ 500.00	\$ 9,500.00
\$ 900.00	\$ 2,700.00
\$ 6,200.00	\$ 6,200.00
\$ 150.00	\$ 5,250.00
\$ 115.00	\$ 17,250.00
\$ 260.00	\$ 2,860.00
\$ 1,250.00	\$ 5,000.00
\$ 100.00	\$ 4,500.00
\$ 19.00	\$ 22,230.00
\$ 27.00	\$ 50,760.00



BID SUMMARY DETAIL

BID OPENING DATE: June 28, 2018

FEDERAL NO.: HSIPL-5906(120)

PREPARED BY: [Signature]

DATE: 6/28/18

CHECKED BY: [Signature]

DATE: 6/28/18

STATE OF CALIFORNIA  
COUNTY OF SHASTA  
DEPARTMENT OF PUBLIC WORKS

ENGINEER'S ESTM.  
SHASTA COUNTY  
PUBLIC WORKS DEPT.



PROJECT: DESCHUTES ROAD (2H01B) WIDENING PROJECT - PHASE 1  
CONTRACT NO.: 702982

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
65		800100	TEMPORARY FENCE (2-STRAND, METAL POST)	LF	3,500.00	\$ 3.00	\$ 10,500.00
66		803030	REMOVE FENCE (TYPE BW)	LF	1,350.00	\$ 3.00	\$ 4,050.00
67	P	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,140.00	\$ 5.00	\$ 5,700.00
68		820410	SALVAGE ROADSIDE SIGN	EA	3.00	\$ 150.00	\$ 450.00
69		820490	RESET MARKER	EA	12.00	\$ 150.00	\$ 1,800.00
70		820510	RESET ROADSIDE SIGN (ONE POST)	EA	26.00	\$ 200.00	\$ 5,200.00
71		820840	ROADSIDE SIGN (ONE POST)	EA	6.00	\$ 250.00	\$ 1,500.00
72		840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,210.00	\$ 4.00	\$ 4,840.00
73		840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	51,400.00	\$ 0.50	\$ 25,700.00
74		846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	200.00	\$ 2.50	\$ 500.00
75		846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	502.00	\$ 4.00	\$ 2,008.00
TOTALS							\$ 1,248,598.00

PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->

LOWEST RESPONSIVE BIDDER	
SNL Group, Inc. 9818 Holton Way Redding, CA 96003	
UNIT PRICE	TOTAL
\$ 12.27	\$ 42,945.00
\$ 1.76	\$ 2,376.00
\$ 6.00	\$ 6,840.00
\$ 207.00	\$ 621.00
\$ 71.00	\$ 852.00
\$ 206.00	\$ 5,356.00
\$ 472.00	\$ 2,832.00
\$ 9.15	\$ 11,071.50
\$ 0.68	\$ 34,952.00
\$ 8.00	\$ 1,600.00
\$ 12.00	\$ 6,024.00

\$ 1,572,683.00  
26%

Incorrect total for Bid Item #46  
resulting in a \$63 increase.

2nd BIDDER	
Darren Taylor Construction, Inc. 5750 Pleasant View Drive Anderson, CA 96007	
UNIT PRICE	TOTAL
\$ 15.00	\$ 52,500.00
\$ 4.00	\$ 5,400.00
\$ 5.50	\$ 6,270.00
\$ 700.00	\$ 2,100.00
\$ 50.00	\$ 600.00
\$ 250.00	\$ 6,500.00
\$ 1,000.00	\$ 6,000.00
\$ 8.50	\$ 10,285.00
\$ 0.65	\$ 33,410.00
\$ 7.70	\$ 1,540.00
\$ 11.00	\$ 5,522.00

\$ 1,847,754.40  
48%

3rd BIDDER	
J.F. Shea Construction, Inc. 17400 Clear Creek Road Redding, CA 96049	
UNIT PRICE	TOTAL
\$ 16.50	\$ 57,750.00
\$ 4.40	\$ 5,940.00
\$ 5.50	\$ 6,270.00
\$ 330.00	\$ 990.00
\$ 44.00	\$ 528.00
\$ 220.00	\$ 5,720.00
\$ 247.50	\$ 1,485.00
\$ 8.80	\$ 10,648.00
\$ 0.66	\$ 33,924.00
\$ 7.70	\$ 1,540.00
\$ 11.00	\$ 5,522.00

\$ 2,155,097.00  
73%

4th BIDDER	
Stimpel-Wiebelhaus Associates, Inc. P.O. Box 492335 Redding, CA 96049	
UNIT PRICE	TOTAL
\$ 15.00	\$ 52,500.00
\$ 5.00	\$ 6,750.00
\$ 5.00	\$ 5,700.00
\$ 325.00	\$ 975.00
\$ 45.00	\$ 540.00
\$ 210.00	\$ 5,460.00
\$ 250.00	\$ 1,500.00
\$ 8.00	\$ 9,680.00
\$ 0.65	\$ 33,410.00
\$ 7.00	\$ 1,400.00
\$ 10.00	\$ 5,020.00

\$ 2,298,747.00  
84%



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Public Works-19.

**SUBJECT:**

Public Defender Roofing Project – Notice of Completion

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Approve and authorize the Public Works Director to sign a Notice of Completion for the “Public Defender/Adult Probation Roofing Project,” Contract No. 610435, and record it within 15 days of actual completion of the work.

**SUMMARY**

The Public Defender/Adult Probation Building Roofing Project is complete.

**DISCUSSION**

Roof leaks have plagued the Public Defender/Adult Probation Building. Limited repairs were unsuccessful. A project was proposed to remove the old roof, repair dry rot and install a 60 mil PVC Single-Ply Membrane System with a 20-year warranty. On February 6, 2018, the Board awarded the construction contract to MCM Roofing Company, Inc. The work is estimated to be completed on July 13, 2018.

**ALTERNATIVES**

The Board may decline to file a Notice of Completion. The lien period would extend for 90 days instead of 30 days. Final payment to the contractor would be delayed by 60 days.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed this recommendation.

**FINANCING**

The total cost of this project, including engineering and contingencies, is estimated to be \$374,000. Adequate funds were included in the Adopted 2018/19 LB&I budget. There is no additional General Fund impact.



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Public Works-20.

**SUBJECT:**

Transit Coordination MOU

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Take the following actions regarding regional coordination of transit services and funding: (1) Approve and authorize the Chairman to sign a Memorandum of Understanding (MOU) between the Shasta Regional Transportation Agency (SRTA), Redding Area Bus Authority (RABA), and the County of Shasta, with no compensation, for the purpose of coordination of ongoing transit planning and programming, effective the last date of signing; and (2) authorize the Public Works Director, or his/her designee, to sign amendments and minor changes to the MOU, and new MOUs, including retroactive, that do not result in substantial or functional change to the original intent of the MOU, subject to approval by County Counsel.

**SUMMARY**

State and federal agencies require coordination of transit services throughout the region. An MOU is proposed.

**DISCUSSION**

The Fixing America's Surface Transportation Act requires cooperation among public transit operators and with metropolitan planning organizations. RABA and SRTA perform these functions locally. The attached MOU will formally meet the federal requirements.

**ALTERNATIVES**

The Board may decline to approve the MOU. State and federal transit funding may be jeopardized.

**OTHER AGENCY INVOLVEMENT**

The MOU was prepared in cooperation with SRTA and RABA. County Counsel has approved the MOU as to form. Risk Management has reviewed and approved the MOU. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Adequate funds to prepare the MOU and this staff report were included in the Adopted FY 2018/19 Transit Budget. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
MOU between SRTA, RABA, and Shasta County	7/12/2018	MOU between SRTA, RABA, and Shasta County

**OFFICE OF THE CITY CLERK  
CITY OF REDDING  
777 CYPRESS AVENUE  
REDDING CA 96001**

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
SHASTA REGIONAL TRANSPORTATION AGENCY  
REDDING AREA BUS AUTHORITY  
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS**

**FOR THE PURPOSE OF COORDINATION OF ONGOING TRANSIT PLANNING AND  
PROGRAMMING OF STATE/FEDERAL FUNDS THAT SUPPORT  
THE ONGOING AND FUTURE DEVELOPMENT OF TRANSIT SERVICES  
IN THE REDDING URBANIZED AREA AND THE SHASTA REGION**

This Memorandum of Understanding (MOU) is entered into between the **SHASTA REGIONAL TRANSPORTATION AGENCY**, hereinafter, referred to as SRTA, the **REDDING AREA BUS AUTHORITY**, hereinafter referred to as RABA, and the **SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS**, hereinafter referred to as County. SRTA, RABA, and County are hereinafter referred to collectively as the Parties, effective the last date of signature on the final page.

**WITNESS THAT:**

**WHEREAS**, RABA and County are public transportation operators that provide services in the Redding urbanized area and Shasta region, and are eligible to apply for and receive State, Federal Transit Administration (FTA) and/or Federal Highway Administration (FHWA) transit funding for capital, operating and planning assistance for the delivery of public mass transportation; and

**WHEREAS**, SRTA is the Regional Transportation Planning Agency and the Metropolitan Planning Organization (MPO) for the Shasta Region, directed by a duly comprised board of directors of elected officials responsible for carrying out federal guidelines, regulations, and statutes for planning and coordination; and

**WHEREAS**, the Fixing America's Surface Transportation Act, or "FAST Act", requires MPOs to work cooperatively with public transit operators to develop Regional Transportation Plans (RTPs) and Federal Transportation Improvement Programs (FTIPs) for areas within the MPO, which are intended to further the national interest to encourage and promote the safe and efficient management, operation, and development of surface transportation systems to serve the mobility of people and freight and foster economic growth, as well as development within and throughout the MPO area—while minimizing transportation-related fuel consumption and air pollution; and

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**WHEREAS**, the FAST Act also requires MPOs to work cooperatively with public transit operators to implement performance-based planning and programming for areas within the MPO, which are intended to improve the safety of the nation's public transportation systems, ensure that those systems are in a state of good repair, and provide increased transparency into agencies' budgetary decision-making processes; and

**WHEREAS**, FTA 23 CFR Section 450.310, requires either an MOU or an overall (unified) planning work program between the MPO and all local authorities and transit operators receiving FTA funds to specify the procedures for carrying out transportation planning and fund programming; and

**WHEREAS**, FTA 23 CFR Section 450.314(h) requires the MPO(s), State(s), and the providers of public transportation to jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (§ 450.306(d)), and the collection of data for the State asset management plans for the National Highway System (NHS); and

**WHEREAS**, Parties will work cooperatively to establish a process and a set of guiding principles for the selection of transit projects to be included in the FTIP.

**NOW, THEREFORE**, in consideration of the mutual benefits to the transit operators and jurisdictions hereto, and in consideration of the covenants and conditions herein contained, Parties enter into the MOU:

**SECTION 1: Cooperative Relationship**

**1.1 MOU Purpose and Intent**

The purpose of this MOU is to:

- a) Set forth the basic structure for cooperative planning and decision making regarding transit planning and programming between Parties;
- b) Foster a cooperative and mutually beneficial working relationship for the provision of comprehensive, effective, and coordinated transit planning on behalf of the region's public mass transportation system;
- c) Identify the regional transit planning responsibilities, in coordination with the State of California, for programming federal funds within the SRTA FTIP;
- d) Codify the process for selection of transit projects and locally-acceptable methodology for federal funds in the Redding Urbanized Area (UZA) and Shasta region; and
- e) Ensure that federal transit funds are distributed in the Redding UZA and Shasta region in compliance with federal requirements.

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The intent of this MOU is to:

- a) Articulate a transparent process for funding of transit projects with federal and state dollars in full accordance with federal and state regulations;
- b) Support implementation of a performance-based approach to transportation decision making;
- c) Foster economies of scale through assistance in the coordination of funding mutually beneficial capital projects, including shared transit facilities and bus purchase contracts;
- d) Provide for coordinated planning and foster coordinated services; and
- e) Utilize federal transit dollars to implement transit priorities identified in the SRTA's RTP/Sustainable Communities Strategy (SCS), RABA's Short Range Transit Plan (S RTP), and the Shasta County General Plan (if appropriate).

**1.2 Social Services Transportation Advisory Committee Input**

The Social Services Transportation Advisory Committee (SSTAC) is comprised of citizens and staff from various agencies and interests. RABA/County shall provide a staff liaison to the SSTAC. The committee's purpose is to advise the SRTA Board of Directors on issues relating to transit and to monitor and promote improvements to public transportation services for people traditionally under-represented and underserved.

**1.3 Communication and Agreements**

A critical component of coordination involves open and productive communication. SRTA is required to update the FTIP every even-numbered year and the RTP every four (4) years. Responsive communication between the Parties is imperative in order to meet this mandate.

Within the designated UZA and Shasta region, transit operators that meet the applicable federal requirements are eligible to apply for FTA and/or FHWA transit funding for capital, operating, and planning assistance for the delivery of public mass transportation under agreements made through an MOU between Parties consistent with FTA and FHWA requirements.

Annual Certification and Assurances Regarding FTA Grant Programs

By signing this agreement, RABA/County certifies to comply with the applicable Annual Certifications and Assurances for FTA Grant Programs, including the Urbanized Area Formula Program (Sections 5307 and 5339) or Rural Formula Program (Section 5311), published annually in the Federal Register. RABA/County shall provide a signed copy of the Annual Certifications and Assurances in FTA's Transit Award Management System (TrAMS) and make it accessible to SRTA.

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Public Involvement

The federal regulations for metropolitan planning under the FAST Act are incorporated within SRTA's adopted Participation and Partnership Plan (Title VI). Federal law requires that the MPO work cooperatively with the state department of transportation and the regional transit operators to provide citizens, affected public agencies, users of public transit, federal land management agencies, and other interested transit operators and jurisdictions a reasonable opportunity to comment on proposed transportation plans and programs.

To receive an FTA grant, a grant applicant must meet certain public participation requirements in development of FTA programs. Per FTA Circular 9030.1E, Chapter V, FTA considers a grantee to have met the public participation requirements associated with the annual development of the Program of Projects (POP) when the grantee follows the public involvement process outlined in the FHWA/FTA planning regulations for the FTIP (see MOU Section 3.2). SRTA publishes a POP for FTIP actions involving FTA formula funds.

All SRTA public involvement efforts are consistent with Title VI of the Civil Rights Act and the Executive Order on Environmental Justice.

National Transit Database (NTD)

The NTD is the primary source for information and statistics on financial, operating and asset conditions of America's transit systems. Transit operators that receive FTA formula funding under the Urbanized Area Formula Program (Sections 5307 and 5339) or Rural Formula Program (Section 5311) are required to report information to the NTD annually.

RABA/County is required by statute and FTA guidance (FTA Circular C 9030.1 E Section VI-9) to provide a complete report to NTD of all transit operations. Financial information reported to the NTD must be reported in accordance with the Uniform System of Accounts.

**1.4 Responsibilities**

The Executive Director of SRTA, the Executive Officer of RABA, and the Director of County are the primary individuals responsible for ensuring compliance with the provisions specified in this MOU.

**SECTION 2: Transit Planning**

**2.1 SRTA Planning Assistance**

Upon request, or in order to maintain eligibility for federal funds, SRTA will assist in the development of transit planning documents produced by RABA/County. The type of assistance provided by SRTA will include, but not be limited to, the following:



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- a) Obtain and analyze data from various sources to develop demographic, growth, and other useful assumptions for the purpose of transit development (e.g. trip generation tables, census information, maps);
- b) Assist in obtaining state and federal funds for projects consistent with SRTA's RTP/SCS, SRTA's FTIP (e.g. completing paperwork, facilitating FTIP/RTP amendments), RABA's SRTP, and County's General Plan (as appropriate);
- c) Provide a program and include projects in the FTIP/RTP or Overall Work Program (OWP) through which federal funds can be authorized for expenditure; and
- d) Support RABA/County to ensure compliance with FAST Act mandates.

## **2.2 RABA/County Planning Assistance**

A final copy of all transit planning documents, including FTA Triennial Audits, NTD, and State Controller Reports, as well as transit asset management plans, State of Good Repair, and safety plans produced by RABA/County, will be provided to SRTA. This will assist SRTA in overall transit planning coordination as well as ensuring that FTA and FHWA transit funds are used in accordance with FTA and FHWA requirements.

## **2.3 Regional Planning (Regional Transit Coordination)**

SRTA will provide a forum to foster partnerships and coordination in the development of public transit services throughout the Shasta region. Such services may include fare, transfer and pass policies, transit information, marketing, schedules, service coordination, data needed to meet periodic reporting requirements, and other required activities.

As part of its MPO role, SRTA will continue to ensure a continuing, cooperative and coordinated transportation planning process for the Shasta region. RABA/County's relationship to the regional and interregional transit network, is critical to the implementation of SRTA's RTP/SCS.

As the MPO, SRTA will also be responsible for the development of required regional planning documents for the Shasta region, such as the RTP/SCS. RABA/County will provide technical information during the development of these regional planning documents through the SRTA committee, and ad hoc committee, as applicable, structure.

## **2.4 Long Range Regional Transportation Plan**

SRTA agrees to prepare, adopt and maintain as required, a long-range RTP. In accordance with the planning regulations and FTA and FHWA guidance, RABA/County will participate in the development of SRTA's RTP/SCS. The RTP/SCS will assess the transportation needs of the region and set forth improvements necessary to address those needs over a minimum twenty (20) year period. SRTA updates its RTP/SCS every four (4) years, consistent with federal and state guidelines.

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In order to comply with the planning regulations and federal guidance for the development of the RTP/SCS, RABA/County will cooperate in providing information required to complete the RTP. Examples of the type of information required to be provided to SRTA by RABA/County include but is not limited to, the following:

- a) FTA Triennial Reviews;
- b) NTD and State Controller Reports;
- c) An overview of key performance measures of existing transit systems;
- d) Transit demand projections;
- e) Anticipated fleet replacement and expansion needs (e.g. Transit Asset Management Plan, Transit Asset Management Targets and Agency Safety Plans and targets);
- f) Anticipated equipment replacement and rehabilitation needs;
- g) Anticipated facility needs;
- h) System improvement strategies with time frames for action; and
- i) A financial plan, including expected revenues, planned expenditures, documentation of fiscal ability to operate and expand services and strategies to deal with potential funding support changes.
- j) Documentation of the public participation process used to develop the local inputs to the RTP/SCS.

## **2.5 Short-Range Transit Plan**

In response to FTA and FHWA planning regulations and guidance, RABA/County will prepare SRTPs that set out transit planning and programming for the short-term (anticipated to be a ten-year period). If all projects in the SRTP have been completed, the SRTP will be updated every five years. These SRTPs will provide input for SRTA's preparation of the Transportation Improvement Program. The SRTPs will address unmet transit needs and service level sustainment, in addition to other agency-specific concerns.

SRTPs shall contain a list of projects for future FTA and FHWA transit funding, if applicable. The project list shall:

- a) Identify and describe the scope of the specific projects and services, which address ongoing and increased transit demands. These projects and services shall address short-term challenges and provide analysis of RABA/County's financial resources. The list shall also address the issues related to unmet needs that are reasonable to meet; and
- b) Identify the amount and type of federal and non-federal funds required to support the projects for each year represented in the Plan. In addition, the list shall identify anticipated discretionary funding estimates for the future FTIP and RTP.

Parties will work cooperatively in their effort to generate information needed to prepare SRTPs and future updates.

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## **2.6 Air Quality**

Shasta County is in attainment with respect to the Federal air quality standards. As such, the Shasta region is not subject to air quality conformity analyses and conformity determination findings for its FTIP and RTP/SCS.

## **2.7 Overall Work Program (OWP)**

The OWP is a management tool and is developed to address the core planning functions, tasks, and products that SRTA will undertake to deliver each fiscal year. SRTA develops its annual work program in consultation with interested transit operators and local government agencies. Through a collaborative process with federal, state and local agencies, SRTA also seeks input on the OWP from the public on key issues facing the Shasta region.

Planning for the OWP is a continuous process. Each year, the draft OWP is provided to local, state and federal agencies for review. The draft OWP is presented to the SRTA Board of Directors typically in February and, upon approval, is sent to Caltrans and FHWA/FTA for review. The OWP is also posted on SRTA's website for public review. SRTA then responds to the comments received and the SRTA Board of Directors adopts the Final OWP, typically at its April Board of Directors meeting.

The Parties will coordinate during the preparation of each annual OWP on upcoming transit planning and programming activities. This includes the preparation of projects to be included in the OWP, which shall include, at a minimum, the following: project tasks, entities responsible for carrying out project tasks, project schedule, and a project budget, including estimated revenues by fund source and expenditures.

## **2.8 Performance Measures**

Passage of the Moving Ahead for Progress in the Twenty-first Century Act (MAP-21) required FTA to develop a set of transit asset management performance measures and targets. FTA established a minimum set of standards that must be followed by all transit agencies that report to the NTD, per 49 USC 625. RABA/County shall comply with 49 USC 625, as amended, including the following activities:

- a. Development of a Transit Asset Management (TAM) Plan by October 1, 2018, that includes, at minimum, the following:
  - a. An inventory of assets;
  - b. A condition assessment of inventoried assets;
  - c. Description of a decision support tool; and
  - d. A prioritized list of investments.
- b. Updating the TAM Plan every four years;

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- c. Set annual performance targets for each asset class included in the TAM Plan and report them to the NTD; and
- d. Provide final copies of each TAM plan and annual performance measure targets to SRTA for incorporation in SRTA's TIP/RTP.

It is assumed that the Parties will meet annually to discuss upcoming transit performance measure target setting, and that the Parties will meet every four years to discuss upcoming updates to the transit asset management plan, including any new rules, regulations or requirements set forth by federal and/or state agencies.

### **SECTION 3: Programming of Federal Funds**

#### **3.1 Federal Funds Locally-Accepted Methodology**

FTA planning guidelines state that using a predetermined split of formula or programming funds in the UZA and Shasta region is not consistent with the goals of the metropolitan planning process. However, if there were to be more than one transit operator in the UZA, to sub-allocate FTA UZA Formula Grants (5307) and Bus and Bus Facilities (5339) Program funds SRTA, in cooperation and coordination with RABA/County, will develop a locally-acceptable methodology for the programming of Federal formula funds. This methodology will be revisited periodically through a comprehensive planning process and will include collaboration with all transit stakeholders in the UZA and Shasta region.

Notices of intent, publication of proposed projects, and public involvement and review shall be used to fulfill the public hearing requirements of 49 USC Section 5307, covering review and approval of FTA grant applications for FTIP/RTP projects.

#### **3.2 Federal Transportation Improvement Program and Regional Transportation Plan Programming**

RABA/County agree to use the locally-acceptable methodology developed in accordance with Section 3.1 of this MOU and the RABA SRTP for making programming decisions for applicable federal formula funds available for allocation within the UZA and Shasta region.

As part of the FTIP/RTP process, projects are programmed in the FTIP/RTP on behalf of all transit providers receiving federal funds. Following direct consultation with RABA/County, as well as all transit operators and member agencies, SRTA distributes notices of intent to develop or amend the FTIP/RTP, publishes the proposed program of projects to be adopted if the projects include FTA formula funds, and carries out a public involvement and review process for FTIP adoption or amendment, in compliance with 23 CFR 450.312 and 450.324, and SRTA's Participation and Partnership Plan (Title VI). Any transit operator or member agency seeking FTIP/RTP programming and subsequent grant approvals will provide SRTA with sufficient

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project detail to convey understanding of the projects by all interested agencies and persons, meet FTA grant application requirements, and provide a clear linkage to FTIP/RTP project descriptions.

SRTA, RABA/County and all other transit operators affected by the UZA and Shasta region funding, shall annually consult to use the locally-developed process and recommended a prioritized list of projects for the allocation of federal funds that may be available for distribution from FTA and FHWA.

### **3.3 Applications for Transit Funding (FTA Grant Administration)**

As the MPO, SRTA is responsible for programming federal formula funds allocated under FTA and identifying these funds in the FTIP. Participation in this MOU is required for the receipt of Federal FTA and/or FHWA funds, specifically the Urbanized Area Formula Program (Sections 5307 and 5339) or Rural Formula Program (Section 5311).

After completion of the locally-developed methodology, RABA/County will prepare applications to the FTA or FHWA for federal transit funding. Applications will be submitted to SRTA using the FTA TrAMS or another mutually agreed upon method. RABA will request application review by SRTA in advance of the FTA or FHWA grant execution to confirm accuracy and consistency with FTIP/RTP programming requirements and with the local SRTP and SRTA's RTP/SCS, as required by federal guidelines.

All Parties agree to work in good faith to develop consistent programming, documentation, and funding requests in a manner consistent with FTA or FHWA requirements.

## **SECTION 4: FTIP Project Monitoring & Maintenance**

### **4.1 Progress Reporting**

SRTA is responsible for tracking the overall progress of all projects in the FTIP/RTP and is required to produce an annual list of projects for which federal funds have been obligated in the preceding year, as well as ensure that it is made available for public review.

RABA/County will assist SRTA's efforts to track the overall progress of transit projects in the FTIP/RTP by providing basic access to the FTA TrAMS accounts. At a minimum, milestones/progress reports submitted to FTA and reviewed by SRTA shall contain all the information required in FTA Circular 5010.1D, as amended, for grant administration procedures. If specific questions are raised by FTA or SRTA that cannot be answered through review of the TrAMS documentation, RABA/County will, upon request, provide SRTA additional information. Examples of information that may be periodically requested may include the following:

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- a) A classification of the projects by the individual categories, as identified in the FTIP/RTP;
- b) A documentation of the stage of project implementation;
- c) An explanation for any project delays if the project is behind schedule;
- d) The reasons for any cost overruns if the project is over budget;
- e) A status update on the amount of federal funding obligated, received, and used to support projects;
- f) Any identified needs for an FTIP/RTP amendment; and
- g) Project savings to be reverted, if any, at project completion.

#### **4.2 FTIP/RTP Amendments**

SRTA processes FTIP/RTP modifications and amendments periodically. Amendments may be needed to address issues such as funding shortfalls, delays in project implementation, and/or new projects, or new project funding, that need to be included in the FTIP/RTP.

RABA/County are responsible for notifying SRTA if there is a need to amend the FTIP/RTP. Formal amendments may typically require up to two months for processing and federal approval. SRTA processes FTIP/RTP amendments on an as-needed basis. For amendments, RABA/County shall make a formal request to SRTA for changes in project cost, scope, or schedule, and certain minor adjustments. Administrative modifications require the same written notification, but typically only require a few weeks for processing and approval.

### **SECTION 5: Additional Terms and Conditions of the MOU**

#### **5.1 MOU Amendments**

This MOU may be amended by written consent of both Parties. Amendments must be approved by the SRTA and RABA Boards of Directors and County Board of Supervisors, unless such Boards have delegated authority to their respective Executive Director, Chief Executive Officer, or Director.

#### **5.2 MOU Withdrawal; MOU Termination**

Participation in the MOU may be terminated by either party hereto provided that the terminating party provides notice to the other party at least ninety (90) days prior to the date of termination. Termination or withdrawal by any party will result in the halt of certain activities which, in turn, may affect the selecting, funding, and grant application of state- and federally-funded transit projects. Termination or withdrawal does not relieve RABA/County from meeting or complying with state and federal mandates. Furthermore, a termination or withdrawal means that all Parties who are signatory to the MOU will need to meet and confer.



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All Parties must determine how best to continue the purpose and intent of the MOU and confer and discuss how to implement a replacement MOU.

**5.3 Notice**

Any formal notice with regard to this MOU shall be in writing and either personally delivered or sent by First Class U.S. Mail, postage pre-paid, addressed as follows:

**SRTA**

Daniel S. Little  
Executive Director  
Shasta Regional Transportation Agency  
1255 East Street, Suite 202  
Redding, CA 96001

**RABA**

Chuck Aukland  
Public Works Director  
City of Redding  
777 Cypress Avenue  
Redding, CA 96001


**Shasta County Department of Public Works**

Patrick J. Minturn  
Director  
Shasta County Department of Public Works  
1855 Placer Street  
Redding, CA 96001

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**5.4 MOU Authorization**

By our signature below, we certify that the respective Board of Directors have authorized entering into this Memorandum of Understanding on behalf of each agency, effective the last date of signature to this document.

  
Norma Cornick, Chair  
Redding Area Bus Authority (RABA)

Date: 6/29/18

  
Susie Baugh, Chair  
Shasta Regional Transportation Agency (SRTA)

Date: 7-12-18

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

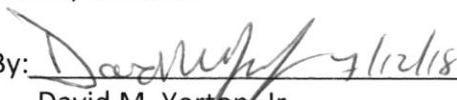
Date: \_\_\_\_\_

Approved as to form:


By:   
BARRY E. DeWALT  
General Counsel

Approved as to Form:

RUBIN E. CRUSE, JR  
County Counsel

By:  7/12/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

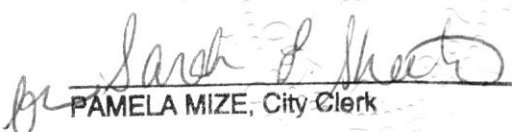
Approved as to Form:

By:   
John Kenny  
SRTA Legal Counsel

RISK MANAGEMENT APPROVAL

By:  07/15/2018  
James Johnson  
Risk Management Analyst III

ATTEST:

  
PAMELA MIZE, City Clerk



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Consent - Public Works-21.

**SUBJECT:**

Various Permanent Road Divisions (2018) – Permission to Advertise

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Take the following actions regarding the “Various Permanent Road Divisions (2018),” Contract No. 111018: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Section 15301, Class I-Existing Facilities; (2) approve the plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize the opening of bids on or after August 9, 2018, at 11 a.m.

**SUMMARY**

Pavement resurfacing work is proposed in eleven PRDs.

**DISCUSSION**

Permanent Road Divisions (PRDs) maintain private roads through annual parcel charges. Work is proposed in China Gulch, Foxwood Estates, Manor Crest, North Chaparral, Old Stagecoach Way, Palo Cedro Oaks, Santa Barbara Estates, Silver Saddle, Stillwater Ranches, Village Green and Wisteria PRDs.

**ALTERNATIVES**

The Board may decline to advertise for bids at this time. Pavement deterioration will continue.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the contract documents as to form. Risk Management has reviewed and approved the contract documents. The County Administrative Office has reviewed this recommendation.

**FINANCING**

The total cost of the project is estimated to be \$345,000. Adequate funds are included in the Adopted FY 2018/19 budgets for

the various PRDs. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Regular - General Government-4.

**SUBJECT:**

N/A

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Larry Lees, County Executive Officer (530) 225-5550

**STAFF REPORT APPROVED BY:** Larry Lees, County Executive Officer

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

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

**SUMMARY**

N/A

**DISCUSSION**

N/A

**ALTERNATIVES**

N/A

**OTHER AGENCY INVOLVEMENT**

N/A

**FINANCING**

N/A

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Regular - General Government-5.

**SUBJECT:**

Public Safety Special Tax

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Lawrence G. Lees, County Executive Officer (530) 225-5561

**STAFF REPORT APPROVED BY:** Lawrence G. Lees, County Executive Officer

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Take the following actions regarding a Public Safety Special Tax: (1) Receive an update from the County Executive Officer regarding a special tax to support public safety costs; (2) identify the specific uses to which the revenue would be applied; and (3) consider providing direction to staff.

**SUMMARY**

N/A

**DISCUSSION**

On July 10, 2018, at a Special Meeting of the Board of Supervisors, the Board received a report from County Counsel regarding potential options to fund public safety operations through local taxes, assessments, or fees. The Board provided the following direction to staff: (1) Obtain cost estimates for operations/maintenance for additional jail beds, deputies, diversion programs, addicted offender services, and public safety needs of three incorporated cities; (2) Contact the three cities to determine their support for a Public Safety Special Tax; and (3) Contact outside entities, such as Chambers of Commerce in Shasta County to determine their support for a Public Safety Special Tax.

Below is an example of Public Safety Special Tax ordinance language which identifies the specific uses to which the revenue would be applied:

“The purpose of the special tax is for: (1) construction, repair, maintenance, and operation of existing County jail and adult detention facilities as well as future County jail and adult detention facilities, and the associated operation of programs and health care for persons detained or confined in County jail and adult detention facilities; (2) operation and maintenance of Shasta County Sheriff programs in accordance with laws that serve as alternatives to detention or confinement in County jail and adult detention facilities, including, but not limited to, home detention with electronic monitoring or GPS monitoring, work furlough programs, work release programs, and contracts to commit persons to other adult detention facilities as may be authorized by law; and (3) law enforcement and police protection services in the unincorporated and incorporated areas of the County of Shasta.”

The County Executive Officer will provide an update pursuant to the Board’s direction and seek additional direction regarding a Public

Safety Special Tax.

Description	Estimated Annual Operating Costs
Add 38 Beds in Mail Jail	\$713,749
Add 64 Beds in Dept. 1/2 (Justice Center)	\$3,293,441
Add up to 102 Beds Next to Dept. 1/2 (Estimate is for 102 Beds at the current modular site)	\$4,302,248
Fund positions for 24-hour patrol coverage in Shasta County	\$3,976,960
Jail Diversion Program	\$2,000,000
<b>Total:</b>	<b>\$14,286,398</b>

*Notes:*  
*Jail Diversion Program Estimates are Preliminary*  
*Actual Jail costs dependent on various factors, such as Board of State and Community Corrections approval of staffing levels*  
*All estimates subject to increases in future years*

**ALTERNATIVES**

The Board will be provided with several options to consider.

**OTHER AGENCY INVOLVEMENT**

Various County department staff contributed to the update.

**FINANCING**

Costs to provide this update are included in the Fiscal Year 2018-19 Adopted Budget. There is no additional General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Scheduled Hearings - Public Works-6.

**SUBJECT:**

Permanent Road Divisions – Annual Parcel Charge Reports

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Take the following actions on behalf of Permanent Road Divisions (PRDs): (1) Conduct a public hearing; (2) close the public hearing; (3) adopt a resolution which confirms the Annual Parcel Charge Reports for the various PRDs in Shasta County in the same amount as currently charged, except where noted; and (4) direct that the parcel charges be placed on the property tax bills for Fiscal Year 2018-19.

**SUMMARY**

A public hearing has been scheduled to consider the Annual Parcel Charge Reports for the Permanent Road Divisions (PRDs). The proposed parcel charges are the same as last year except where noted.

**DISCUSSION**

PRDs are formed to fund construction and maintenance of private roads. Revenue is derived from parcel charges. It is necessary to conduct a public hearing each year for these parcel charges. All of these reports and charges are the same as last year except where noted.

Public notice of this hearing was provided through a legal notice in the newspaper. In addition to any oral testimony, written protests or objections, if any, will be presented at the hearing. Following the public hearing, it is recommended that the Board adopt the attached resolution confirming the Annual Parcel Charge Reports (see attached Proposed Charges).

**ALTERNATIVES**

The Board may modify the proposed parcel charges, or eliminate them altogether. The proposed parcel charges have been designed to meet specific needs within each PRD. Where parcel charges fund debt service, reduced revenue would lead to loan defaults. Where parcel charges have been proposed to fund ongoing maintenance, reduced revenue would lead to corresponding reductions in maintenance.

**OTHER AGENCY INVOLVEMENT**

The Auditor-Controller’s Office will include the adopted parcel charges on the Fiscal Year 2018-19 tax bills. County Counsel has reviewed the resolution as to form. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Adequate funds are included in the Adopted 2018-19 budgets for the various PRDs. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
2018-19 Annual Parcel Charge Reports - Proposed Charges	6/18/2018	2018-19 Annual Parcel Charge Reports - Proposed Charges
Resolution Confirming Annual Parcel Reports FY 2018-19	6/18/2018	Resolution Confirming Annual Parcel Reports FY 2018-19
Annual Parcel Reports FY 2018-19 (Exhibit A)	6/18/2018	Annual Parcel Reports FY 2018-19 (Exhibit A)

## 2018-19 Annual Parcel Charge Reports

## Proposed Charges

PERMANENT ROAD DIVISION	YEAR FORMED	CHARGE DEVELOPED	CHARGE UNDEVELOPED	COMMENTS
Aegean Way	2008	685.00	685.00	
Aiden Park	2006	210.00	210.00	
Alpine Way	1993	200.00	100.00	
Amber Lane	2002	100.00	100.00	
Amber Ridge	2000	150.00	150.00	
Amesbury Village	2006	160.00	160.00	
Beagle Street	2017	206.00	206.00	
Blackstone Estates	1996	125.00	125.00	
Butterfield Lane EFER	2007	324.00	324.00	
Canto Del Lupine	2005	435.00	435.00	
China Gulch	2004	160.00	160.00	
Clover Road	2010	1,085.00	1,085.00	
Coloma Drive	2001	212.00	212.00	
Cottonwood Creek Meadows	2007	320.00	320.00	
Country Fields Estates	2002	160.00	160.00	
Craig Lane	2000	334.00	334.00	
Crowley Creek Ranchettes	2004	150.00	150.00	
Crowley Creek Ranchettes No. 2	2011	150.00	150.00	
Diamond Ridge Estates	2006	360.00	360.00	
Dusty Oaks Trail	1994	500.00	250.00	
East Stillwater Way	1999	137.44 to 1,073.24	137.44 to 1,073.24	APMF*
Equestrian Estates	2006	310.00	310.00	
Fore Way Lane	1996	200.00	200.00	
Foxwood Estates	2007	595.00	595.00	
Fullerton Way	1999	217.82 to 510.66	217.82 to 510.66	APMF*
Garth Drive EFER	2010	588.00	588.00	
Holiday Acres	1994	272.00	136.00	
Honeybee Acres	2008	725.00	725.00	
Intermountain Road	1993	180.00	90.00	
Irish Creek Estates	2015	440.00	440.00	
Jennifer Drive EFER	2009	444.00	444.00	
Jordan Manor	2004	160.00	160.00	
L & R Estates	2005	500.00	500.00	
Lake Drive	2014	238.00	120.00	(1) increase from \$223 to \$238 & \$112 to \$120



PERMANENT ROAD DIVISION	YEAR FORMED	CHARGE DEVELOPED	CHARGE UNDEVELOPED	COMMENTS
Lark Court	2001	200.00	200.00	
Laurel Glenn Estates	2014	650.00	650.00	(1) increase from \$609 to \$650
Laverne Lane	2004	416.50 to 1,773.98	416.50 to 1,773.98	APMF*
Logan Road	1996	160.00	80.00	
Los Palos Drive EFER	2006	633.00	633.00	
Los Palos Drive EFER No. 2	2012	633.00	633.00	
Manor Crest	2001	110.00	110.00	
Manton Heights	2004	270.00	270.00	
Manzanillo Orchard	2004	350.00	350.00	
Marianas Way	2001	130.00	130.00	
Millville Way	2006	485.00	485.00	
Mountain Gate Meadows	2005	320.00	320.00	
Mt. Lassen Woods	2008	410.00	410.00	
Mule Mountain Parkway	1996	250.00	250.00	
North Chaparral Drive	2005	585.92 to 1,282.22	585.92 to 1,282.22	APMF*
Nunes Ranch	2011	427.00 to 740.00	427.00 to 740.00	
Oak Tree Lane	2017	928.00	491.00	(1) increase from \$870 to \$928 and \$460 to \$491
Old Stagecoach Road	1991	300.00	150.00	
Palo Cedro Oaks	2007	163.00	163.00	
Ponder Way/Carriage Lane	1989	20.00	10.00	
Ritts Mill Road	2005	250.00	250.00	Paving**
River Hills Estates	2000	422.00	422.00	
Robledo Road	2005	340.00	340.00	
Rocky Ledge Estates	2007	570.82	570.82	
Rolland Country Estates	2006	270.00	270.00	
Santa Barbara Estates, Unit 1	2001	90.00	90.00	
Santa Barbara Estates, Unit 2	2005	135.00	135.00	
Santa Barbara Estates, Units 3 & 4	2008	270.00	270.00	
Scenic Oak Court	2012	200.00	200.00	
Shasta Lake Ranchos	1994	200.00	200.00	
Shasta Meadows Drive	1989	160.00	80.00	
Shelly Lane	2006	100.00	50.00	
Silver Saddle Estates	2007	480.00	480.00	
Ski Way	1997	125.00	125.00	
Skylark Lane EFER	2016	200.00	200.00	

PERMANENT ROAD DIVISION	YEAR FORMED	CHARGE DEVELOPED	CHARGE UNDEVELOPED	COMMENTS
Sleeping Bull Estates	2010	616.00 to 1,101.00	616.00 to 1,101.00	
Sol Semete EFER	2015	1,317.00	1,317.00	(1) increase from \$1,235 to \$1,317
Sonora Trail	1988	273.00	137.00	
Squaw Carpet Fire Access	2006	170.00	170.00	
Squaw Carpet EFER No. 2	2009	170.00	170.00	
Sterling Ranch	2008	440.00	440.00	
Stillwater Ranch	2008	320.00	320.00	
Stillwater Ranches No. 2	2016	1,636.00	1,636.00	(1) increase from \$1,534 to \$1,636
Terri Lee Terrace EFER	2009	616.00	616.00	
Timber Ridge	2007	175.00	175.00	
Tudor Oaks Acres	2016	446.00	446.00	(1) increase from \$416 to \$446
Valparaiso Way	2000	180.00	180.00	
Victoria Highlands Estates	2001	180.00	180.00	
Village Green	2007	170.00	170.00	
Waterleaf Estates	2008	455.00	455.00	
Westview Road EFER	2010	344.00	344.00	
White Oak Manor	2009	428.00	428.00	
Wisteria Estates	2007	530.00	530.00	
Woggon Lane	2005	503.78 to 2,335.18	503.78 to 2,335.18	APMF*

\* APMF = Funds advanced from Air Pollution Mitigation Fund.

\*\* Paving = Paved existing County-maintained road. Residents paid for materials;  
County supplied labor and equipment.

(1) Increase in parcel charge based on annual inflation adjustment per Engineering News Record Construction Index (6.63%).

**RESOLUTION NO. 2018-**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
CONFIRMING THE ANNUAL PARCEL REPORTS FOR FISCAL YEAR 2018-2019  
FOR PERMANENT ROAD DIVISIONS:**

**AEGEAN WAY, AIDEN PARK, ALPINE WAY, AMBER LANE, AMBER RIDGE, AMESBURY VILLAGE, BEAGLE STREET, BLACKSTONE ESTATES, BUTTERFIELD LANE EMERGENCY FIRE ESCAPE ROAD, CANTO DEL LUPINE, CHINA GULCH, CLOVER ROAD, COLOMA DRIVE, COTTONWOOD CREEK MEADOWS, COUNTRY FIELDS ESTATES, CRAIG LANE, CROWLEY CREEK RANCHETTES, CROWLEY CREEK RANCHETTES NO. 2, DIAMOND RIDGE ESTATES, DUSTY OAKS TRAIL, EAST STILLWATER WAY, EQUESTRIAN ESTATES, FORE WAY LANE, FOXWOOD ESTATES, FULLERTON WAY, GARTH DRIVE EMERGENCY FIRE ESCAPE ROAD, HOLIDAY ACRES, HONEYBEE ACRES, INTERMOUNTAIN ROAD, IRISH CREEK ROAD, JENNIFER DRIVE EMERGENCY FIRE ESCAPE ROAD, JORDAN MANOR, L & R ESTATES, LAKE DRIVE, LARK COURT, LAUREL GLEN ESTATES, LAVERNE LANE, LOGAN ROAD, LOS PALOS DRIVE EMERGENCY FIRE ESCAPE ROAD, LOS PALOS DRIVE EMERGENCY FIRE ESCAPE ROAD NO. 2, MANOR CREST, MANTON HEIGHTS, MANZANILLO ORCHARD, MARIANAS WAY, MILLVILLE WAY, MOUNTAIN GATE MEADOWS, MOUNT LASSEN WOODS, MULE MOUNTAIN PARKWAY, NORTH CHAPARRAL DRIVE, NUNES RANCH, OAK TREE LANE, OLD STAGECOACH ROAD, PALO CEDRO OAKS, PONDER WAY/CARRIAGE LANE, RITTS MILL ROAD, RIVER HILLS ESTATES, ROBLEDO ROAD, ROCKY LEDGE ESTATES, ROLLAND COUNTRY ESTATES, SANTA BARBARA ESTATES-UNIT 1, SANTA BARBARA ESTATES-UNIT 2, SANTA BARBARA ESTATES-UNITS 3 & 4, SCENIC OAK COURT, SHASTA LAKE RANCHOS, SHASTA MEADOWS DRIVE, SHELLY LANE, SILVER SADDLE ESTATES, SKI WAY, SKYLARK LANE EMERGENCY FIRE ESCAPE ROAD, SLEEPING BULL ESTATES, SOL SEMETE EMERGENCY FIRE ESCAPE ROAD, SONORA TRAIL, SQUAW CARPET FIRE ACCESS, SQUAW CARPET FIRE ACCESS NO. 2, STERLING RANCH, STILLWATER RANCH, STILLWATER RANCHES PERMANENT ROAD DIVISION NO. 2, TERRI LEE TERRACE EMERGENCY FIRE ESCAPE ROAD, TIMBER RIDGE, TUDOR OAKS ACRES, VALPARAISO WAY, VICTORIA HIGHLANDS ESTATES, VILLAGE GREEN, WATERLEAF ESTATES, WESTVIEW ROAD EMERGENCY FIRE ESCAPE ROAD, WHITE OAK MANOR, WISTERIA ESTATES, WOGGON LANE**

Resolution No. 2018-  
July 17, 2018  
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**WHEREAS**, the Annual Parcel Reports for Fiscal Year 2018-2019 for Permanent Road Divisions: Aegean Way, Aiden Park, Alpine Way, Amber Lane, Amber Ridge, Amesbury Village, Beagle Street, Blackstone Estates, Butterfield Lane Emergency Fire Escape Road (EFER), Canto Del Lupine, China Gulch, Clover Road, Coloma Drive, Cottonwood Creek Meadows, Country Fields Estates, Craig Lane, Crowley Creek Ranchettes, Crowley Creek Ranchettes No. 2, Diamond Ridge Estates, Dusty Oaks Trail, East Stillwater Way, Equestrian Estates, Fore Way Lane, Foxwood Estates, Fullerton Way, Garth Drive EFER, Holiday Acres, Honeybee Acres, Intermountain Road, Irish Creek Road, Jennifer Drive EFER, Jordan Manor, L & R Estates, Lake Drive, Lark Court, Laurel Glen Estates, Laverne Lane, Logan Road, Los Palos Drive EFER, Los Palos Drive EFER No. 2, Manor Crest, Manton Heights, Manzanillo Orchard, Marianas Way, Millville Way, Mountain Gate Meadows, Mount Lassen Woods, Mule Mountain Parkway, North Chaparral Drive, Nunes Ranch, Oak Tree Lane, Old Stagecoach Road, Palo Cedro Oaks, Ponder Way/Carriage Lane, Ritts Mill Road, River Hills Estates, Robledo Road, Rocky Ledge Estates, Rolland Country Estates, Santa Barbara Estates-Unit 1, Santa Barbara Estates-Unit 2, Santa Barbara Estates-Units 3 & 4, Scenic Oak Court, Shasta Lake Ranchos, Shasta Meadows Drive, Shelly Lane, Silver Saddle Estates, Ski Way, Skylark Lane EFER, Sleeping Bull Estates, Sol Semete EFER, Sonora Trail, Squaw Carpet Fire Access, Squaw Carpet Fire Access No. 2, Sterling Ranch, Stillwater Ranch, Stillwater Ranches Permanent Road Division (PRD) No. 2, Terri Lee Terrace EFER, Timber Ridge, Tudor Oaks Acres, Valparaiso Way, Victoria Highlands Estates, Village Green, Waterleaf Estates, Westview Road EFER, White Oak Manor, Wisteria Estates and Woggon Lane (collectively, the "Reports") were filed with the Clerk of the Board of Supervisors on June 11, 2018, in accordance with section 3.20.020 of the Shasta County Code; and

**WHEREAS**, the Reports contain a description of each parcel of real property receiving service or benefit from the respective Permanent Road Divisions and the amount of the charge for each parcel for each particular extended service; and

**WHEREAS**, the charges were established in accordance with applicable law including, where applicable, Article XIID of the California Constitution and the amount of the charge has not changed except for the charges which may be adjusted annually by a percentage equal to the percentage change in the Engineering News Record's ENR.com Construction Cost Index and rounded up to the nearest whole dollar (Beagle Street, Lake Drive, Laurel Glen Estates, Oak Tree Lane, Skylark Lane EFER, Sol Semete EFER, and Stillwater Ranches PRD No. 2); and

**WHEREAS**, the Board of Supervisors heard and considered all of the objections or protests to the Reports at a public hearing held on July 17, 2018; and

**WHEREAS**, the Clerk of the Board of Supervisors published notice of the public hearing held on July 17, 2018 in accordance with applicable law.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Shasta that the Annual Parcel Reports for Fiscal Year 2018-2019 (Exhibit A) for Permanent Road Divisions: Aegean Way, Aiden Park, Alpine Way, Amber Lane, Amber Ridge, Amesbury Village, Beagle Street, Blackstone Estates, Butterfield Lane EFER, Canto Del Lupine, China Gulch, Clover Road, Coloma Drive, Cottonwood Creek Meadows, Country Fields Estates, Craig Lane, Crowley Creek

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July 17, 2018  
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Ranchettes, Crowley Creek Ranchettes No. 2, Diamond Ridge Estates, Dusty Oaks Trail, East Stillwater Way, Equestrian Estates, Fore Way Lane, Foxwood Estates, Fullerton Way, Garth Drive EFER, Holiday Acres, Honeybee Acres, Intermountain Road, Irish Creek Road, Jennifer Drive EFER, Jordan Manor, L & R Estates, Lake Drive, Lark Court, Laurel Glen Estates, Laverne Lane, Logan Road, Los Palos Drive EFER, Los Palos Drive EFER No. 2, Manor Crest, Manton Heights, Manzanillo Orchard, Marianas Way, Millville Way, Mountain Gate Meadows, Mount Lassen Woods, Mule Mountain Parkway, North Chaparral Drive, Nunes Ranch, Oak Tree Lane, Old Stagecoach Road, Palo Cedro Oaks, Ponder Way/Carriage Lane, Ritts Mill Road, River Hills Estates, Robledo Road, Rocky Ledge Estates, Rolland Country Estates, Santa Barbara Estates-Unit 1, Santa Barbara Estates-Unit 2, Santa Barbara Estates-Units 3 & 4, Scenic Oak Court, Shasta Lake Ranchos, Shasta Meadows Drive, Shelly Lane, Silver Saddle Estates, Ski Way, Skylark Lane EFER, Sleeping Bull Estates, Sol Semete EFER, Sonora Trail, Squaw Carpet Fire Access, Squaw Carpet Fire Access No. 2, Sterling Ranch, Stillwater Ranch, Stillwater Ranches PRD No. 2, Terri Lee Terrace EFER, Timber Ridge, Tudor Oaks Acres, Valparaiso Way, Victoria Highlands Estates, Village Green, Waterleaf Estates, Westview Road EFER, White Oak Manor, Wisteria Estates and Woggon Lane are hereby adopted without amendment.

**NOW, THEREFORE BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of Shasta that the parcel charges set forth in the Reports shall appear as a separate item on the tax bill for the affected parcels and shall be collected at the same time, and in the same manner, as ordinary County ad valorem property taxes are collected.

**DULY PASSED AND ADOPTED** this 17th day of July, 2018 by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
AEGEAN WAY PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50567

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
205-510-019	PAIR MICHAEL J	685.00
205-510-020	PAIR MICHAEL J	685.00
205-510-021	PAIR MICHAEL J	685.00
	TOTAL CHARGES	2,055.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 AIDEN PARK PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50552

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-400-021	STUDER ROBERT DEAN & MISTY MARIE	210.00
086-400-022	HALE 2003 TRUST	210.00
086-400-023	GRANGER JOSHUA & RHONDA	210.00
086-400-024	SOTTANA DAVID J & SONIA M	210.00
086-400-025	NIEDERBERGER CHRISTOPHER & SHANNON	210.00
086-400-026	BILLECI ANDREW J & LISA M	210.00
086-400-027	HAYWARD GARY MITCHELL JR	210.00
086-400-028	PIERCE MERVIN E & MARGARET J	210.00
086-400-029	CASAURANG ADAM & RAINA	210.00
086-400-030	MCFARLANE TRUST	210.00
086-400-031	SHAMMO DEBORAH J	210.00
086-400-032	BENFER RONALD D & NATALIE J	210.00
086-400-033	ROBERTS KEVIN & MICHELLE	210.00
086-400-034	HETU HAROLD D & ANNA R	210.00
086-400-035	SULLIVAN MICHAEL & BETSY FAM REV TRUST	210.00
	TOTAL CHARGES	3,150.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 ALPINE WAY PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50512

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
704-180-010	DAVIS JARRETT W & WILLHITE-DAVIS VIRGINIA ANN	200.00
704-160-013	MARTINENGO ROBERT D TR	200.00
704-160-002	BURNS KATHERINE V TR	200.00
704-160-003	WILSON FAMILY TRUST	200.00
704-160-004	MAGAGNOSC STANLEY S & V A FAM TRUST	200.00
704-160-005	TECH 2 MOTORSPORTS INC	200.00
704-160-009	MILLER SHANE F	200.00
704-170-006	PROVENCER I JOSEPH TR	200.00
704-170-007	VON ASPERN VICTOR	200.00
704-160-007	HOFMAISTER SHARON I	200.00
704-220-001	BEST DUFFY L	200.00
704-220-009	QUINN ROBIN I	200.00
704-170-008	FINCH MITCHEM R & KIMBERLY L	200.00
704-170-001	KARLGAARD CHANCE & KELSEY R	200.00
704-170-002	ASTMANN IRVING C & CATHERINE L	100.00
704-170-005	HIGGINS THOMAS M & CHARLENE ANN	200.00
704-170-003	DURHAM CAROL A	200.00
704-170-004	CLARES MAGGIE	200.00
	TOTAL CHARGES	3,500.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
AMBER LANE PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50532

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
056-160-009	PIKE MIRANDA J ET AL	100.00
056-160-010	FRANKLIN ANNE	100.00
056-160-018	FALKENSTEIN RYAN LEE & TAYLOR SIERRA RENAE	100.00
056-160-017	KARDOS JOEL G & DIAZ KAREN	100.00
056-160-015	CALLAWAY LARRY G	100.00
056-160-016	NIMMO MATTHEW J & BRANDY R	100.00
056-160-014	SCHETTINO MARIO J & CATHERINE A	100.00
056-160-013	BABCOCK JEFFREY A & JAMES ALLEN	100.00
	TOTAL CHARGES	800.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 AMBER RIDGE PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50523

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
205-720-001	HATFIELD KANDRA tr	150.00
205-720-002	HOBBS BENTON F III & DENISE	150.00
205-720-003	JOINER TAMARA	150.00
205-720-004	SCOTT DAVID & KATHLEEN	150.00
205-720-005	LUKER MARK ALAN & ANNE ELIZABETH	150.00
205-720-044	ARNETT 2004 TRUST	150.00
205-720-007	MATTHEWS RICHARD & DOROTHY IRENE TR	150.00
205-720-008	HEFFLEY GARY LYNN & ELIZA MARIE TR	150.00
205-720-009	SHERWOOD DANYEL	150.00
205-720-010	BURGESS LARRY L & PHYLLIS A	150.00
205-720-011	NELSON JANICE M TR	150.00
205-720-012	ST AUBIN PAUL A & MARY A	150.00
205-720-013	DELFER RODNEY DEAN & ROXANNA M	150.00
205-720-042	HEIDEN CHRISTOPHER A & LAURA J	150.00
205-720-016	GHAG SANTOKH S & GURINDER K	150.00
205-720-017	ESGET BRENT & HEATHER	150.00
205-720-018	CRAIN RICHARD E & MANDI	150.00
205-720-019	BORDEN RICHARD JOHN & LEEANN MARIE	150.00
205-720-020	GHAG SANTOKH S & GURINDER K	150.00
205-720-021	BROWN SHERRY L & LOIS M	150.00
205-720-022	PRYOR TOY EDWARD LIVING TRUST	150.00
205-720-023	WOOD ERIK & ALICIA A	150.00
205-720-024	CASH RYAN & JENNIFER	150.00
205-720-025	DUNEGAN PHILLIP M & JEAN F TR	150.00
205-720-026	HAMILTON KELLIE M LIVING TRUST	150.00
205-720-027	ROSENBERG STEVE 2011 REVOCABLE TRUST	150.00
205-720-028	WELLINGTON TROY & LIZ	150.00
205-720-029	WELLINGTON JENNE M	150.00
205-720-030	COOPER DONALD L & JOYCE A REV LIV TRUST	150.00
205-720-031	COOPER DONALD L & JOYCE A REV LIV TRUST	150.00
205-720-032	CROSSON GEORGE & PHYLLIS	150.00
205-720-033	JENSEN HEATH E & KELLY E	150.00
205-720-034	SHAFFER CHRISTOPHER & SUSAN	150.00
205-720-043	STRIEK GARY R	150.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
AMBER RIDGE PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50523

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
205-720-037	SCHLUETER JAMES H & DEBRA R	150.00
205-010-026	WALL KEVIN W & JESSICA L	150.00
205-010-028	CRAMER ROSS M & GUADALUPE J	150.00
205-720-038	VALDIVIA ADRIAN & ROBYN	150.00
205-720-039	EAVES JOHN A & SANDRA K TR	150.00
205-720-040	HELMER STEWART T & LINDA S	150.00
205-720-041	MORGAN JON D & DEBBIE L	150.00
205-010-030	FUST IRWIN H JR & CAROL A	150.00
205-010-031	ENGEL MARK S & DEBORAH J	150.00
205-010-032	AZEVEDO TIMOTHY D & JILL R	150.00
	TOTAL CHARGES	6,600.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
AMESBURY VILLAGE PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50555

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
088-490-002	COLON HOMMY & OHERN TARYN	160.00
088-490-004	SAELEE LO	160.00
088-490-006	SCHWATKA BRANDON & ESPINOSA TRENNE C	160.00
088-490-008	MUELLER MARK & ROXANNA	160.00
088-490-007	BELLOMO MATTHEW	160.00
088-490-005	LOWDEN LISA	160.00
088-490-003	EDGMON BRANDON & JESSICA	160.00
088-490-001	SOURIYAVONG ANESA	160.00
	TOTAL CHARGES	1,280.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 BEAGLE STREET  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50595

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	CHARGE
088-500-01	TORRES VERONICA	206.00
088-500-02	JOYCE CHRISTINA	206.00
088-500-03	HADLEY AVIS & REMY	206.00
088-500-04	CASILLAS MARIA LUIS	206.00
088-500-05	ARMENTA FERNANDO	206.00
088-500-06	GUARDADO DANIEL	206.00
088-500-07	JOHNSON CRYSTAL	206.00
088-500-08	MASLOFF NICOLE L &	206.00
088-500-09	SORG SANDRA	206.00
088-500-10	KEEGAN MATTHEW &	206.00
088-500-11	VELLUNTINI ELIZABET	206.00
088-500-12	DE ARMOND SHERRY	206.00
088-500-13	ROBERTS MICHAELA	206.00
088-500-14	RAMIREZ JUAN	206.00
088-500-15	COFFEY CASEY & HEL	206.00
088-500-16	LAMARQUE CRISTINA	206.00
088-500-17	GUM NICOLE	206.00
088-500-18	FLORES DANIEL	206.00
088-500-19	SAELEE MEUY S	206.00
088-500-20	HARRIS LACY C	206.00
088-500-21	GILBERT DEZIREE	206.00
088-500-22	SHINE NAOMI K	206.00
088-500-23	COLLINS KATELIN & R	206.00
088-500-24	SAELEE LO & SAELEE	206.00
	TOTAL CHARGES	4,944.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 BLACKSTONE ESTATES PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50503

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
207-560-001	PEARSON LYNNE C	125.00
207-560-002	MYERS HARRY C & KATHRYN	125.00
207-560-003	ROBERTSON SCOTT	125.00
207-560-004	MORRIS FAMILY TRUST	125.00
207-560-005	CORREIA LUA MARY	125.00
207-560-006	FITCH CHRISTOPHER & SARAH	125.00
207-560-007	GRIFFITH MICHAEL & JOVANNE REV TRUST	125.00
207-560-008	ROBERTS JOFFRE B JR & MELINDA T	125.00
207-560-009	WASSENAAR CARL R & ROBIN L TR	125.00
207-560-010	WEIL MICHAEL & JAMIE	125.00
207-560-011	PHILLIPS MICHAEL D & JEAN	125.00
207-560-012	BALL KAREN & MICHAEL	125.00
207-560-013	FAUSONE MICHAEL & SHIRLEY REV LIV TR	125.00
207-560-014	TADLOCK JIMMY D ETAL	125.00
207-560-015	ARONS TINA M	125.00
207-560-016	RICHARDS THOMAS J & LISA R	125.00
207-560-017	LACHAUSSEE TOM P & CRYSTAL	125.00
207-560-018	LUCERO FRED & DENNISE LIVING TRUST	125.00
207-560-019	KNOTT FAMILY 2016 TRUST	125.00
	TOTAL CHARGES	2,375.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
BUTTERFIELD LN EFER PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50563

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
205-750-001	HILLYER JANIE G ETAL	324.00
205-750-002	HILLYER 1993 FAMILY TRUST	324.00
205-750-003	HILLYER 1993 FAMILY TRUST	324.00
205-750-004	HILLYER JUDY K ETAL	324.00
205-530-035	CRONIN JOSEPH & ELIZABETH L	324.00
205-530-034	CRONIN JOSEPH & ELIZABETH L	324.00
205-540-028	SUKOSKY JEFF & PATRICIA	324.00
205-540-029	SUKOSKY JEFF & PATRICIA	324.00
	TOTAL CHARGES	2,592.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CANTO DEL LUPINE PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50539

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
208-920-001	CANTO DE LAS LUPINE LLC	435.00
208-920-002	CANTO DE LAS LUPINE LLC	435.00
208-920-003	JONES DAVID BRADLEY ETAL	435.00
208-920-004	COLLINS FAMILY TRUST	435.00
208-920-005	CANTO DE LAS LUPINE LLC	435.00
208-920-006	CANTO DE LAS LUPINE LLC	435.00
208-920-007	CANTO DE LAS LUPINE LLC	435.00
208-920-008	CANTO DE LAS LUPINE LLC	435.00
208-920-009	NISHIGUCHI 2016 TRUST	435.00
208-920-010	NISHIGUCHI 2016 TRUST	435.00
208-920-011	CANTO DE LAS LUPINE LLC	435.00
208-920-012	KLEIN BARRY R TRUST	435.00
208-920-013	CANTO DE LAS LUPINE LLC	435.00
208-920-014	CANTO DE LAS LUPINE LLC	435.00
208-920-015	CANTO DE LAS LUPINE LLC	435.00
208-190-061	CANTO DE LAS LUPINE LLC	435.00
	TOTAL CHARGES	6,960.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CHINA GULCH PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50533

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
205-730-001	DE COSTA DAVID B	160.00
205-730-002	WHITBY THOMAS IVAN & SUSAN ANN	160.00
205-730-003	VAUGHN JAMES D & JANET E	160.00
205-730-004	BOWLES GERALD G III & REBECCA A	160.00
205-730-005	STAINBERG ELLIOT DEAN & JOANNE L	160.00
205-730-006	OSTROWSKI JOHN G & PATRICIA A	160.00
205-730-007	BRINK BARBARA A	160.00
205-730-008	VANEK ROBERT A & COLLVER-VANEK DIANA	160.00
205-730-009	KUWAHARA JEFFREY SCOTT	160.00
205-730-010	MAIER MELVIN & ANNETTE P	160.00
205-730-020	CORNERSTONE DEVELOPMENT GROUP	160.00
205-730-013	MAKI RYAN J & KAREN L	160.00
205-730-012	CORNERSTONE DEVELOPMENT GROUP	160.00
205-730-011	JOHNSON CHRISTOPHER L	160.00
205-740-001	TORRENCE CLINTON S & SHIELA L	160.00
205-740-002	HELLYER MAUREEN L	160.00
205-730-016	MILLER JOHN MARVIN & SANDRA MAE	160.00
205-730-017	JONES RICHARD S & LETICIA LIVING TRUST	160.00
205-730-018	KAPLAN MERLE L TRUST OF 2013	160.00
205-740-003	PEARCE CLYDE P JR & SUSAN W	160.00
205-740-004	GARD KARRIE	160.00
205-740-005	DOWNEY BRIAN	160.00
205-740-006	MCWHORTER JAMES R & NANCY J REV LIV TRUST	160.00
205-740-020	CORNERSTONE DEVELOPMENT GROUP	160.00
205-740-021	CORNERSTONE DEVELOPMENT GROUP	160.00
205-740-022	CORNERSTONE DEVELOPMENT GROUP	160.00
205-740-023	CORNERSTONE DEVELOPMENT GROUP	160.00
205-740-011	CONRAD JAMES H	160.00
205-740-012	KHANTHAVONG LAE	160.00
205-740-013	HADLEY RYAN W & ELIZABETH TR	160.00
205-740-014	CORNERSTONE DEVELOPMENT GROUP	160.00
	TOTAL CHARGES	4,960.00

BOARD OF SUPERVISORS REGULAR MEETING - July 17, 2018  
EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
CLOVER ROAD PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50579

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
055-250-026	CHRISTOPHER E HALL AND BARBARA LYN HALL FAMILY TRUST	1,085.00
055-250-027	GOTTES NANCY	1,085.00
055-250-028	MODOCADIN LLC	1,085.00
	TOTAL CHARGES	3,255.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 COLOMA DRIVE PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50524

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
061-050-028	ZAPATA SARA A	212.00
061-050-029	CRAFT JUDITH K TR	212.00
061-050-024	THOMAS ANNE ELIZABETH WALLACH & JEFFERSON HOWARD E	212.00
061-050-033	CHRISTENSEN NEAL & COLEEN	212.00
061-050-034	WIAR MARGARET A TR	212.00
061-050-020	WILSON LISA 1994 TRUST	212.00
061-050-021	KRATOFIL FRANK J & VOEKS-KRATOFIL CHERYL TR	212.00
061-050-036	RIDDLE JEREMY M & KATIE A	212.00
061-050-037	BAZAN DEBORAH	212.00
061-020-015	PETCH WILMA S TR	212.00
061-020-019	MCDONALD MICHAEL G & SHAUNNA M	212.00
061-020-020	PAPILLO MICHAEL G & MARILYN	212.00
061-020-026	ALEXANDER DAVID JR & CHRISTINA	212.00
061-020-027	COURNYER KRISTINE	212.00
061-050-031	WILLARD 2015 TRUST	212.00
061-050-030	MCCARTY CHRISTOPHER & RENEE	212.00
061-050-032	JENSEN HEATHER K AND ERIK P	212.00
061-050-011	SALTER IRENE Y & JASON P	212.00
061-050-008	PORTER CHARLES K	212.00
061-050-007	LINNET STANLEY W & SHARON L TR	212.00
	TOTAL CHARGES	4,240.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 COTTONWOOD CREEK MEADOWS PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50561

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-500-001	MERRIMAN RICHARD 1998 TRUST	320.00
086-500-023	FIELDING DESMOND	320.00
086-500-024	ROWAN KENNETH & JANIE 1998 REV LIVING TRUST	320.00
086-500-025	EASLEY GALE E & MARY JO A 1999 REV LIV TRUST	320.00
086-500-026	TAIRA RICK & YUAN LI YUAN	320.00
086-500-027	ROWAN KENNETH & JANIE 1998 REV LIVING TRUST	320.00
086-500-011	THOMAS E KURTH 2011 TRUST ET AL	320.00
086-500-012	KURTH RITA ETAL	320.00
086-500-013	RILEY 1988 REV LIVING TRUST	320.00
086-500-014	RIBEIRO TRUST	320.00
086-500-015	MEISSNER ERNEST R III REVOCABLE TRUST	320.00
	TOTAL CHARGES	3,520.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 COUNTRY FIELDS ESTATES PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50531

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
055-300-047	PARADIS JONATHAN D & ERIN C	160.00
055-300-076	SCHATZBERG GERSHON & FORTES CHRISTINE	160.00
055-300-077	EDMONDS FAMILY LIVING TRUST	160.00
055-300-046	LIGHTSEY EFFIE J & JAY	160.00
055-300-045	FORTES GERALD R & JOSEPHINE F TR	160.00
055-300-044	HUDSON FAMILY TRUST	160.00
055-300-043	HUDSON STEVE & MARY TRUST OF 1998	160.00
055-300-042	HUDSON FAMILY TRUST	160.00
055-300-041	GILL BALWINDER SINGH & KAUR RACHPAL	160.00
055-300-040	SINGH JASPAL & KAUR DALJIT	160.00
055-300-039	AMEN FAMILY TRUST	160.00
055-300-038	AGUSTIN LIVING TRUST	160.00
055-300-054	AMEN FAMILY TRUST	160.00
055-300-070	AMEN FAMILY TRUST	160.00
055-300-069	AMEN FAMILY TRUST	160.00
055-300-068	AMEN FAMILY TRUST	160.00
055-300-067	AMEN FAMILY TRUST	160.00
055-300-066	PRIETO SALVADOR & SYLVIA	160.00
055-300-065	ROTHENBERGER FAMILY REV TRUST	160.00
055-300-064	TAYLOR GUY & KELLEY	160.00
055-300-063	FISCHER TODD & NICOLE	160.00
055-300-062	RICKERT JAMES J & CASEY J	160.00
055-300-061	JOHNSON DAVID A & SHELLY R	160.00
055-300-060	MOSCHETTI ROGER S TRUST 2016	160.00
055-300-058	LA BARBERA JOHN	160.00
055-300-057	SPAULDING PATRICIA L	160.00
055-300-056	AMEN FAMILY TRUST	160.00
055-300-055	DAY DAVID L & CHRISTINA E	160.00
055-300-053	FORTES GERALD R & JOSEPHINE F TR	160.00
055-300-052	MASON-WERNER DARBY J TR	160.00
055-300-050	BAKER PHILLIP R & ERIN B	160.00
055-300-051	GOUVEA BRET M & TERESA L	160.00
055-300-059	PARKINSON ALAN & MORANDA JENNIFER	160.00
	TOTAL CHARGES	5,280.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CRAIG LANE PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50521

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
205-490-008	WOOLARD CAROLYN LEE	334.00
205-490-009	RODRIGUES STEPHEN M & ROSALINE S	334.00
205-490-010	WILSON KEVIN & HEATHER ETAL	334.00
205-490-012	BURNS STEVE	334.00
205-490-011	HORGAN STEVEN J	334.00
205-490-017	SHURTLEFF BOBBY R & BILLIE TR	334.00
205-490-018	RIGGINS MARK & LYNN	334.00
205-490-019	FOSTER VERITY	334.00
205-490-020	MEDEIROS GEORGE	334.00
205-500-013	TISDALE GRAY C & SANDRA L	334.00
205-500-012	COOK LAURIE A & JAMES	334.00
205-500-041	ST AMANT ANDREA	334.00
205-500-009	LEAVITT VERNON & SUZANNE M	334.00
205-500-002	MOORE EARNEST & JOHNNA D	334.00
205-500-049	DOWELL TERAH R	334.00
	TOTAL CHARGES	5,010.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CROWLEY CREEK RANCHETTES PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50538

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-430-001	ADAMS RALPH R TR	150.00
086-430-002	COX DOUGLAS C & JEANETTE M REV TRUST 2007	150.00
086-430-003	SINGH MOHINDER & KAUR PARAMJIT	150.00
086-430-004	BRADLEY ROY W & CHARLOTTE	150.00
086-430-005	BELLAMY KENNETH & ATHENA	150.00
086-430-006	CLOSE KENNETH H & PATRICIA A REV FAM TRUST	150.00
086-430-007	GOODWIN WAYNE & TRACY 2003 FAMILY TRUST	150.00
086-430-008	PEEK RHONDA J	150.00
086-430-009	SISTO DENNIS K & THERESA J	150.00
086-430-010	BELROSE MARGARET M & MARY C	150.00
086-430-011	BROWN CHRISTOPHER & RAINA	150.00
086-430-012	MURDOCH BERT D & SUSAN LEE	150.00
086-430-013	MONROE TREVOR & LISA	150.00
086-430-014	RAUDMAN CRAIG C & KIMBERLY	150.00
086-430-015	MAIR PATRICK & MORRIS SABRINA D	150.00
086-430-016	EVANS DONELL D	150.00
086-430-017	ROSS GABRIEL L & FELICIA N	150.00
086-430-030	ADAMS RALPH E	150.00
	TOTAL CHARGES	2,700.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
CROWLEY CREEK RANCHETTES NO. 2 PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50581

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-430-026	ADAMS RALPH E	150.00
086-430-027	GOULD ERIC & CHELSEA	150.00
086-430-028	ADAMS RALPH E	150.00
086-430-029	PENROD JEFFREY L & BOBI JO	150.00
	TOTAL CHARGES	600.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
DIAMOND RIDGE ESTATES PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50551

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
208-180-033	VONEUW RICHARD M REVOCABLE TRUST 2014	360.00
208-180-034	JEWELL CHARLES & LINDA TR	360.00
208-180-035	JEWELL CHARLES & LINDA TR	360.00
208-180-036	JEWELL CHARLES & LINDA TR	360.00
208-180-037	LECHER SHERRY LYNN	360.00
208-180-038	JEWELL CHARLES & LINDA TR	360.00
208-180-044	JEWELL CHARLES & LINDA TR	360.00
	TOTAL CHARGES	2,520.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 DUSTY OAK TRAIL PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50513

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
097-370-001	SCOTT DONALD TR	500.00
097-370-002	FALK JOHN E & EDNA R TRUSTEES	500.00
097-370-003	TERRILL CARY L & ANITA J	500.00
097-370-004	HANSEN JAMES W & DONNA M	500.00
097-370-018	POWERS JEFFREY M & JOAN J	500.00
097-370-005	SPINNER TRUST	500.00
097-370-006	HANKINS KARL A	500.00
097-370-007	WATERS JOHN A & SANDRA B	500.00
097-370-008	DE PUY MARILYN J TRUST	500.00
097-370-009	JENKINS WARREN & CATHY	500.00
097-370-010	TURNER MONTY & RITA	500.00
097-370-019	TUCKER JASON T	250.00
097-370-020	SHIELDS DANNY E REV TRUST 2015	500.00
097-370-017	OLIVAS JIM	500.00
097-370-016	MERCILL BRIAN & DODD DARLYNN	500.00
097-370-015	ANGHELUTA DANIEL & CHRISTINE	500.00
097-370-024	HALSEY DONALD	500.00
097-370-012	ESPINOZA RICHARD R & ENEDINA R LIV TRUST	500.00
097-160-005	STOCKDALE GARY D	500.00
097-160-015	HARRIS DENAE L	500.00
097-160-002	BARRETT JAMES E & JUDITH B LIVING TRUST	500.00
097-160-001	JONES SANDRA L TR	500.00
097-160-011	JOHNDREAU TOSH W & JEAN L	500.00
097-160-008	MURPHY PATRICIA E IRREVOCABLE TRUST	500.00
097-160-007	BATES STEVEN W & PAMELA A	500.00
097-370-025	BOZZO IMELDA	500.00
	TOTAL CHARGES	12,750.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 EAST STILLWATER WAY PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50517

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
076-170-002	LARUSSA VINCENT & DONNA REV LIV TRUST	916.80
076-170-007	SEYMOUR ERIC	298.92
076-170-003	HOCKING MAUREEN J & TAD H	271.84
076-170-016	SLAGLE WILLIAM E ETAL	662.52
076-170-015	BLASSINGHAM KENNETH R	298.76
076-170-013	MOSIER LAWRENCE R & CARMEN RUTH ET AL	455.82
076-170-009	FADDEN DONALD C & FADDEN-TURTURICI HEATHER M	464.36
076-170-017	LE ROUX TRUST 2017	1,073.24
078-160-039	JUNGLE GUIDES INC	688.74
078-160-041	KELLY JAMES C & PATRICA L	793.42
078-160-050	PEDROTTI JASON M	445.62
078-160-029	DONOVAN JARROD C & TONI	514.90
078-160-030	LUFT LELAND C	305.44
078-160-025	KNARTZER KEVIN	305.44
078-160-037	CARD WAYNE & TINA	305.44
078-160-038	HODGSON VIRGINIA LEE	305.44
078-160-027	NESBERG EDWIN K & SUSAN L	305.44
078-160-031	CARTER CORY & HUNTER BARBARA	305.44
078-160-028	RASMUSSEN GARY LEE	499.96
078-160-012	KERR FAMILY LIVING TRUST	375.76
078-160-011	FINLEY ZANE	361.90
078-160-044	GAYMAN LELAND E	342.22
076-170-018	LE ROUX TRUST 2017	137.44
078-160-051	PEDROTTI THOMAS F	445.62
	TOTAL CHARGES	10,880.48

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR      2018-2019  
EQUESTRIAN ESTATES PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE    50554

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
115-500-001	NICOLI DONALD J	310.00
115-500-002	NICOLI DONALD J	310.00
115-500-003	IRA SERVICES TRUST COMPANY CUSTODIAN	310.00
115-500-004	IRA SERVICES TRUST COMPANY CUSTODIAN	310.00
115-500-005	DEMAAGD RONALD G & SHERI L	310.00
	TOTAL CHARGES	1,550.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
FORE WAY LANE PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50502

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
057-520-006	PAINTER DAVID R & AL REITA J TR	200.00
057-520-007	WILSON ZACHARY & JESSICA	200.00
057-520-008	CARR KARRY	200.00
057-520-009	FORE PERRY E & KRISTIE L	200.00
057-520-010	FORE PERRY E	200.00
057-520-011	WHITE JASON E & KELLI	200.00
	TOTAL CHARGES	1,200.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 FOXWOOD ESTATES PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50558

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
204-630-001	HORSTMAYER TERRI & MLCOCH MARK	595.00
204-640-001	BJARNASON AARON & MEGHAN	595.00
204-640-002	PFEIFFER 2001 LIVING TRUST	595.00
204-640-003	STILIHA ANTHONY L & MELISSA M	595.00
204-640-004	SOMMERS LAURENCE D & DEBORAH A REV TRUST 2010	595.00
204-640-005	EDGREN PAUL TR	595.00
204-640-006	BERGSTROM FAMILY 2016 TRUST	595.00
204-640-014	ORLANDO GINO R & LORI K Rev Trust 2011	595.00
204-640-008	DONALDSON AMY	595.00
204-640-009	POLLARD WOODY J & DEBRA H	595.00
204-640-010	EDGREN PAUL W TRUST	595.00
204-640-011	HUDSPETH JAMES E & SHERI LIVING TRUST	595.00
204-630-002	BERGSTROM RICHARD T TRUST OF 2016	595.00
204-630-003	DOYLE WAYNE J & BONNYLEE L TR	595.00
204-630-004	MOFFATT DOUGLAS J & BRANDE L TR	595.00
204-630-005	FOX DANIEL NOAH & CHANTELE PORTIA	595.00
204-630-021	ESTABROOK KEVIN & SARAH	595.00
204-630-022	BERGSTROM 1989 REVOCABLE TRUST	595.00
	TOTAL CHARGES	10,710.00

BOARD OF SUPERVISORS REGULAR MEETING - July 17, 2018  
EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
FULLERTON WAY PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50516

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
087-050-016	MARSHALL JEREMY & SUSAN	217.82
087-050-015	HASLAM MICHAEL F & KISTA L	435.12
087-050-020	PARTSCH KENNETH P	491.80
087-050-019	FEUSI STEFAN C & JENNIFER LYN	510.66
087-050-021	WASSMOUTH CARL E III & PAULINE B TR	499.10
087-050-017	KING BETTY J	441.56
087-050-018	KEARNEY JOHN M & JEANIE	428.34
	TOTAL CHARGES	3,024.40

BOARD OF SUPERVISORS REGULAR MEETING - July 17, 2018  
EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
GARTH DRIVE EFER PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50578

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
058-030-037	LABARBERA MATTHEW J	588.00
058-030-038	GREEN LIVING TRUST	588.00
	TOTAL CHARGES	1,176.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 HOLIDAY ACRES SUBDIVISION PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50501

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
304-380-001	MAJEWSKI JAN L & PATRICIA L	272.00
304-380-002	ANDREWS JOHN W	272.00
304-380-003	BROWN HENRYANNE F & CLARICK G	272.00
304-390-002	STOVER GEORGE T & SHIRLEY	272.00
304-390-003	CRAWFORD JAMES G	272.00
304-390-013	OLSEN ERIK R & CAROL A	272.00
304-390-001	RASMUSSEN MARK E & DEBORAH T	272.00
305-180-001	GRINO 1998 FAMILY TRUST ETAL	272.00
305-180-025	HEATER PAUL W REV TRUST 1990	272.00
304-390-012	SMITH RUSSELL E	272.00
304-390-004	BRUTTO CRAIG P & MICHELLE	272.00
304-380-005	MOON TOM & WENDY	272.00
304-380-006	MOON JOSHUAH R & KATIE E	272.00
304-380-007	TORONI FAMILY 2016 TRUST	272.00
304-380-008	RICKARD LORI & THOMAS ALLEN	272.00
304-380-009	FRANKLIN NICHOLAS	272.00
304-380-011	NYE GAIL L, TR	272.00
304-380-010	NYE GAIL LOUISE TRUST	272.00
304-380-004	WILEY CHRISTOPHER L	272.00
304-390-005	CHAMPAGNE EUGENE E & DIANA J, TR	272.00
304-390-006	SIMPSON MYLES ORRIN & AMANDA MICHELLE	272.00
304-390-007	DUMOULIN CLAIRE M, TR	272.00
304-390-016	TESSIER RONALD C & VOSS-TERRIER ANN L	272.00
304-390-014	FERNANDEZ LUIS ERNESTO & CUSHMAN KATHLEEN JEAN	272.00
304-390-010	LIANG JINQIANG	272.00
304-390-011	BROTHERS WILLIAM H & JOYCE J, TR	272.00
305-180-018	HORNE ROBERT A & PAULINE D	272.00
305-180-019	PRADO ARNOLD V & LORIE ANNE L, TR	272.00
305-180-020	LANGE NOLAN A & DICKIE ANN	272.00
305-180-017	SHOCKLEY WILLIAM M	272.00
304-400-010	WILLIAMS GEORGE M	272.00
304-400-009	GENOUD 2016 TRUST	272.00
305-170-013	GENOUD 2016 TRUST	272.00
305-170-014	HEXADE INC	272.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 HOLIDAY ACRES SUBDIVISION PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50501

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
305-170-015	GILES SETH & ELIZABETH L	272.00
305-170-016	MATHIS KENNETH J & BECKI L	272.00
305-170-020	POPPIN THOMAS G & LYNDAAE D & THOMAS G JR	272.00
305-170-019	REILING GUY A & ANGELA M	272.00
305-170-017	HAYNES ROBERT	272.00
305-170-018	JOHNSON THOMAS & KATHERINE	272.00
304-400-008	KULM FAMILY TRUST - SURVIVORS TRUST	272.00
304-400-007	DRISCOLL ENOCH & ADRIENNE	272.00
304-400-006-810	MONVIK JOAN & HANS TRUST 2016	136.00
304-400-006-800	MONACO USA INC	136.00
304-400-005-810	MONVIK JOAN & HANS TRUST 2016	136.00
304-400-005-800	MONACO USA INC	136.00
304-370-004	ROE KEVIN & MARY CASEY	272.00
304-370-005	MONVIK JOAN & HANS TRUST 2016	272.00
304-370-006	MONACO USA	272.00
304-370-007	LOWTHERS MICHAEL & CHRISTINA	272.00
304-400-004	NYE CRAIG A	272.00
304-400-003	SERGEEFF JOHN & DONETTA L	272.00
304-400-002	BREEDLOVE INVESTMENT LIMITED	272.00
304-400-001	MILEHAM MICHAEL T & LEONA ANNE	272.00
304-380-012	ROGERS HARPER S & MARGARET D	272.00
304-370-012	SIERRA ESMERALDA RIVERA	272.00
304-370-008	NYE CRAIG & SUSAN ETAL	272.00
304-370-003	TIPTON ANTHONY L AND DIANA L, TR	272.00
304-370-002	KRUMM LEROY & ANN	272.00
304-370-001	GUERRERO ROY J & MARY ELLEN	272.00
304-360-001	PUCKETT FAMILY TRUST	272.00
304-360-007	MARTIN JENNIFER & CURTIS	272.00
304-360-002	DISSMORE WENDY D & GRAH KERRY A	272.00
304-360-006	BERG STEVEN H & BOBBI A	272.00
304-360-003	SALYER NANCY	272.00
304-360-004	SALYER NANCY A	272.00
304-360-005	CRANE ROBERT V	272.00
	TOTAL CHARGES	17,680.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
HONEYBEE ACRES PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50566

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
208-430-004	CLIFTON WILLIAM P & DONNA J	725.00
208-430-005	CLIFTON WILLIAM P & DONNA J	725.00
208-430-025	D&M PARTNERSHIP	725.00
	TOTAL CHARGES	2,175.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 INTERMOUNTAIN ROAD PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50511

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
079-100-028	ESTEP RICHARD WADE & WANDA	180.00
079-100-014	KIMP ROY V TR	180.00
079-100-015	STIDHAM BLAINE ANTHONY SR	180.00
079-100-032	YATES JOHN & KAREN	180.00
079-100-034	YATES JOHN & KAREN	180.00
079-140-011	DEBREE ROBERT & CHRISTIE J	180.00
079-140-012	TORRES JOSE E & CAROL L	90.00
079-140-049	SMITHERAM BEVERLY ANN TRUSTEE	180.00
079-140-050	JOHNSON CURTIS L & LISA M	180.00
079-140-064	ORTEZ DAVID & JOETTA	180.00
079-140-002	GROVER RHETT & DONNAE L FAMILY TRUST	180.00
079-140-003	GENERES TASKER O & DOROTHY G L TR	90.00
079-140-004	GENERES TASKER O & DOROTHY G L TR	90.00
079-150-015	CANAVAN ROBERT & LEWIS TERI	180.00
079-150-014	LUCYK MARIANNE FAM LTD PTSHP	180.00
079-150-013	STEPHENSON LEE R JR & HELEN E TR	180.00
079-150-012	SPOMER PETER & MARSHALL MAUREEN PATRICIA	180.00
079-140-005	STEIN KARL F & MARIE S	180.00
079-210-013	CASTILLO MARIA DE JESUS & FARR ERICA MARIA	180.00
079-210-015	THOMAS CLIFFORD J & CHARLEEN S	180.00
079-210-016	BURROWS LISE T	180.00
079-210-005	TAPLAC GAIL	180.00
079-210-004	LAWSON PETER & MONTEITH SARA	180.00
079-210-003	MILLER TERESA J	180.00
079-210-009	WINTON BOBETTE S REV SHARED LIVING TRUST	180.00
079-210-010	NORRIS JAMES	180.00
079-210-012	CARTER FAMILY TRUST	180.00
079-210-011	CHESWORTH JACK & GLENDA	180.00
079-210-001	GIST JONATHAN B & RANDI R	180.00
079-200-001	MCCALISTER HAROLD MURPHY	90.00
079-200-002	LOVE NORMA M TR	180.00
079-200-003	MCCALLISTER FREDDIE J	180.00
079-200-004	GODFREY JON TANNER & JANEL E	180.00
079-200-005	HENSLEY CAULEN W & NICHAEALA R	180.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 INTERMOUNTAIN ROAD PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50511

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
079-180-004	MCCAFFREY ROBERT A	180.00
079-180-006	BOONTJER RICK M & KIM	90.00
079-180-008	HAMILTON 2003 FAMILY TRUST	90.00
079-180-010	HAMILTON 2003 FAMILY TRUST	180.00
079-180-009	HOLPUCH MARY L & RUSSELL C TR	90.00
079-180-001	TSEHN JOHN F 1994 TRUST	90.00
079-190-004	ZULLIGER JOHNATHAN TREVOR & KATHERINE ELIZ	180.00
079-190-003	YANG PAUL R & ATHENI	90.00
079-190-008	VARA ANTONIO C & HERRERA ELEAZAR C	90.00
079-190-006	GUADAGNI DAVID D & ELIZABETH F	180.00
079-190-007	HOBBS RICKY FAM TRUST	180.00
079-190-017	FINTZ LINFORD B	90.00
079-190-016	MARTINEZ GEORGE & BONNIE ETAL	90.00
079-190-018	HOLLISTER ZACHARY R & HOPE	180.00
079-220-003	FISHER STEPHEN E & CAROL J	180.00
079-220-004	TADINA GERALD ETAL	180.00
079-220-011	SCHALLER SCOTT N & SHARON L TR	180.00
079-220-010	CHURCH RODNEY T & LINDA J	180.00
079-220-009	LARSEN HARLEY & DORIAN	180.00
079-220-005	PIERCE FAMILY TRUST	180.00
079-220-002	WALTERS GUY W & ALEXANDRIA S	180.00
079-220-001	BLASQUEZ JAMES & PATRICIA	180.00
079-220-006	AHERN JACK & PAM 1996 TRUST	90.00
079-220-007	WATSON TERESA MARY REVOCABLE TRUST ETAL	180.00
079-220-008	SCHALLER SCOTT NICOLAS & SHARON SWAN TR	180.00
079-220-016	BORACCI KENNETH W & DISA A	180.00
079-220-015	COVINGTON GREGORY J & DEBRA A TR	180.00
079-220-014	DEMORE RUSSELL W & JUDY E	180.00
079-220-012	WALDKIRCH LIVING TRUST	180.00
079-220-013	GODFREY CATHERINE A	180.00
079-130-029	MCCARTY WILLIAM L & DEBORAH 2017 REV TRUST	180.00
079-130-032	BAILEY FAMILY LIVING TRUST	180.00
079-130-038	JACOBS TRUST	180.00
079-130-040	HUSOME JOHN G & DARRA ANN	180.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 INTERMOUNTAIN ROAD PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50511

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
079-130-039	RISK EDWARD J & NANCY A	180.00
079-130-037	GROSSEN WILLIAM TR	180.00
079-130-036	SPAULDING WILL R & SHIRLENE S	180.00
079-130-035	BENTLEY MICHAEL BRAWN & JILMARIE	180.00
079-130-034	WATERMAN FAMILY TRUST ETAL	180.00
079-130-033	LEMUS FIDEL L & LUISA R	180.00
079-130-027	STONE JENNIFER A	180.00
079-130-028	BOND FREDERICK W & MARY L	180.00
079-130-011	UNDERWOOD JULI A	180.00
079-130-012	WOODWORTH SHOSHANA & WANONA	180.00
079-130-013	PETERSEN KURT	180.00
079-130-023	MITCHELL DONNA B	180.00
079-130-017	KOLB-NORRIS LIVING TRUST	180.00
079-130-016	CROTTY JOSEPH R & VELDA D	180.00
079-130-018	BELAIR JACQUELINE D ETAL	180.00
079-130-019	CAMILLIERI RICHARD S & NANCY L	180.00
079-130-020	PULLIAM TOMMY LEE & GERALDINE	180.00
079-130-022	MICKELSON JESSE & JOANNE 2013 TRUST	180.00
079-130-021	RUBIROSA DANIEL P & EILEEN	180.00
079-130-024	WOZNICA MIROSLAW M & REGINA M	180.00
079-130-007	BOSSERT CATHY JO 2014 TRUST	180.00
079-130-025	BEURSKEN MICHELLE	180.00
079-130-026	BEURSKEN 2007 TRUST	180.00
079-110-029	KEIERLEBER LEE E & JANET	180.00
079-110-030	EAVES PHYLLIS J	180.00
079-110-045	CHANDLER TRAVIS & JENNIFER	180.00
079-110-047	GROSSEN WILLIAM REVOCABLE TRUST	180.00
079-210-017	JOHNSON KATHLEEN V	180.00
079-110-048	JONES JEFFERY DON & CHRISTINA G	90.00
079-110-044	BEURSKEN MIKE & THERESA TR	180.00
079-150-023	JURIN CHARLES R	90.00
	TOTAL CHARGES	16,470.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
IRISH CREEK ESTATES PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50590

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
203-530-001-000	WRIGHT ROBERT D & BETH A FAMILY TRUST	440.00
203-530-002-000	WRIGHT ROBERT D & BETH A FAMILY TRUST	440.00
203-530-003-000	WRIGHT ROBERT D & BETH A FAMILY TRUST	440.00
203-530-004-000	CREPS GARY M & LISA A	440.00
203-530-005-000	WRIGHT ROBERT D & BETH A FAMILY TRUST	440.00
203-530-006-000	WRIGHT ROBERT D & BETH A FAMILY TRUST	440.00
	TOTAL CHARGES	2,640.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
JENNIFER DRIVE EFER PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50573

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
306-670-001	CONNORS FAMILY TRUST ETAL	444.00
306-670-002	CONNORS FAMILY TRUST ETAL	444.00
306-670-003	CONNORS FAMILY TRUST ETAL	444.00
306-670-004	STOVALL TIMOTHY D & CYNTHIA A	444.00
	TOTAL CHARGES	1,776.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 JORDAN MANOR PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50537

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-420-001	KRYLA EVERETT M & BETTY L TR	160.00
086-420-002	RITCHESON LORRI	160.00
086-420-003	PIERCE DAVID & JAMIE	160.00
086-420-004	SNOW HENRY C & ROBYN K	160.00
086-420-005	DURFLINGER BRIAN J & RANEE I	160.00
086-420-006	TIPTON SANDRA K	160.00
086-420-017	HARMAN SHAWN L & LAURIE AMES	160.00
086-420-008	SCHMITT CORRINNA J & TERRANCE M	160.00
086-420-009	SANCHEZ IGNACIO & KATIE LIVING TRUST	160.00
086-420-010	LASSEN LAND & LIVESTOCK LLC	160.00
086-420-011	LILLY DANIEL S & MELISSA CEPEDA	160.00
086-420-012	CAMPBELL WILLIAM & KATHERINE LIV TRUST	160.00
086-420-013	HODGDON BLAIR S	160.00
086-420-014	BYERLY JAMES D & NORMA J	160.00
086-420-015	MASSOLO HEATH & REGINA	160.00
086-420-018	PLANT NICOLE MARIE	160.00
	TOTAL CHARGES	2,560.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
L & R ESTATES PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50546

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
093-130-032	SOURIYASENG BORKEO K	500.00
093-130-033	LOUKPRASONG SARAH ANN	500.00
093-130-034	SOUVANNA BOUALAI & KHO	500.00
093-130-035	GRATRIEX ROB & TIFFANY	500.00
093-130-036	GRAMMES BENEDICT F & SUSAN M	500.00
093-130-037	KIM PAUL S & DONNA A	500.00
093-130-038	DADMUN ANDREW	500.00
093-130-039	NANTHASENG VILAY	500.00
093-130-040	HANSEN MARCUS & GARBERS CARIN	500.00
093-130-041	BARNES WILLIAM A & JENNIFER A	500.00
093-130-042	WHITWORTH ROSE L	500.00
093-130-043	BLAND JOANNA	500.00
093-130-044	CODROMAC DARRELLE	500.00
	TOTAL CHARGES	6,500.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
LAKE DR PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50588

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
085-020-024	GARDNER, MICHAEL & CAROLYN	238.00
085-030-022	MUHLENKAMP FAMILY TRUST	238.00
085-030-021	SY OAK KNOLL PARTNERSHIP	238.00
085-020-052	GAULTER VIRGINIA E TR	238.00
085-020-051	BULLAN CHARLES	120.00
085-020-050	TURNER JOHN T & DELANA C TR	120.00
085-020-029	CAPOREALE REVOCABLE TRUST	120.00
085-020-043	CAPOREALE REVOCABLE TRUST	238.00
085-020-045	RHODES STEVEN RICHARD & LINDA GAY TR	238.00
085-020-047	SENESE LIONEL H & SYBIL D TR	120.00
	TOTAL CHARGES	1,908.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
LARK COURT PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50527

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
306-450-034	WOLOCHUCK FAMILY TRUST	200.00
306-450-035	ARMSTRONG ROBER GERARD LIVING TR.	200.00
306-450-036	NATICCHIONI ALBERT F & PATRICIA M	200.00
306-450-037	GUSTAFSON DEAN	200.00
306-450-038	ADAMS PAUL C & ANITA K	200.00
306-450-039	VILLALOBOS JOE LUIS & JILL MARIE	200.00
306-450-040	HARRISON LARRY S & SUZANNE R	200.00
306-450-041	BECKNER FAMILY TRUST	200.00
306-450-042	NG BARRY A & FRANCES	200.00
	TOTAL CHARGES	1,800.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 LAUREL GLEN ESTATES  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50587

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
203-500-001	BERG JEFFREY D & DANIELLE L	650.00
203-500-002	HANKS BRENDEN & JENECE	650.00
203-500-013	SIGNATURE NORTHWEST PARTNERSHIP, L.L.C.	650.00
203-500-003	SIGNATURE NORTHWEST PARTNERSHIP, L.L.C.	650.00
203-500-004	SIGNATURE NORTHWEST PARTNERSHIP, L.L.C.	650.00
203-500-005	LENDMAN NICHOLAS P	650.00
203-500-006	DAVIS ANNA LOUISE & GARY RAYMOND	650.00
203-500-007	SIGNATURE NORTHWEST PARTNERSHIP, L.L.C.	650.00
203-500-008	CRAWFORD TOBY J & JEANNE M	650.00
203-500-009	SIGNATURE NORTHWEST PARTNERSHIP, L.L.C.	650.00
203-500-012	SIGNATURE NORTHWEST PARTNERSHIP, L.L.C.	650.00
	TOTAL CHARGES	7,150.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019

LAVERNE LANE PRD

(FINAL)

July 17, 2018

ASSESSMENT CODE 50536

## ASSESSOR'S

## PARCEL NO.

## PROPERTY OWNER

## PARCEL CHARGE

205-270-018	MCGINNIS MOLLY	840.06
205-270-016	WILKEN CASSANDRA	425.12
205-270-015	PAPAS NICHOLAS J	723.98
205-270-014	VANDERSCOFF CAROL & WILKEN CASANDRA	786.02
205-270-032	VANDERSCOFF DAVID	499.02
205-270-033	LOZOYA JESUS & MENDOZA NORA	1,667.02
205-270-036	SAELEE CHIO SENG & MEUY CHOY	1,773.98
205-270-011	SAELEE LO TONG	1,178.76
205-240-012	SAELEE LINDA	886.40
205-240-011-800	LOVELL CARMEN & JOSE	233.90
205-240-011-810	LOVELL WILFORD & MARIA	233.90
205-240-010	ADAMS JERRY & LOIETTA	467.80
205-240-009	FAIRBURN NEIL W & CLAUDIA	467.80
205-240-007	PAGEL DAVID & KATHERINE E	461.68
205-240-008	ROLLINS JEREMY M & ANGELA	461.68
205-240-018	SANDERS WILLIAM & BETTY	461.68
205-240-019	BENNETT DOYLE E & NEVA I	461.68
205-240-017	GREENE MIKE & NANCY	456.70
205-240-015	CHABINO SARAH & CARLETTA	416.50
205-240-016	BROWN RICHARD J & SHARRON P	416.50
205-240-014	JENSEN HEATH E & KELLY E	456.70
205-240-013	CAIN ANTHONY ALLEN & APRIL DAWN DVA	947.56
205-240-025	GARCIA ANTONIO & CLAUDIA E	583.20
205-240-039	MISNER FAMILY TRUST	572.74
205-240-037	CONRAD DENNIS P	659.02
205-240-041	KARRAS BRIDGET	492.12
205-240-023	LANGE 2005 FAMILY TRUST	492.12
205-240-022	RAVENSTONE ADDIS & DELAYNA MAY	492.12
205-240-021	BROCK JAMES CHARLES	492.12
205-240-028	STEVENSON DORTHEY FAMILY TRUST	1,243.36
205-240-029	HAUN LISA & ST JOHN WILLIAM	841.14
205-240-030	JOHNSON MICHAEL MICKEY	835.80
205-240-031	KHABANH YVONNE	851.58
205-240-032	THOMSEN PAUL L & THERESA L	867.36
205-240-033	HARDY GALEN G & JANICE S	690.82
205-240-034	GULLY STEPHEN & NATALIE	673.22
205-240-035	WHITELAW CHERYL	673.22
205-240-036	OLIVER RONALD & DEBRA REV TRUST	672.44
205-230-001	PRAGNELL LANCE & FAITH	771.62
	TOTAL CHARGES	26,628.44

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 LOGAN ROAD PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50504

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
111-010-018	LOCKWOOD ANDREW P & NICOLE K	160.00
111-010-013	SCALES DAVID L & TERI L	160.00
111-010-016	SCALES DONALD L & ELDINE M	160.00
111-010-019	HASH JOHN W & ELLEN L	160.00
111-010-007	RATLIFF CAMILLE TRUST	160.00
111-050-011	FACLC FAMILY TRUST	160.00
111-050-012	WAGNER PHILLIP JR & PATRICIA	160.00
111-010-011	KATSARES DANIEL J & TERESA J	80.00
111-010-006	ATHERTON GREGORY P & SUSAN H	160.00
111-010-008	WALLMAN ROBERT & SALLY FAM TRUST 2015	160.00
111-010-014	BOB SCHNABEL TRUST	160.00
111-010-015	KATSARES DANIEL JAMES & TERESA J	160.00
111-010-009	HERR JEFFERSON N	160.00
111-020-001	SMITH BRYAN A ETAL	160.00
111-020-002	PARHAM OLITHA O TR	160.00
111-020-009	CHASE JOHN H & JEFFERY CORINNE K TR	160.00
111-020-010	ROTLISBERGER NEAL 2008 TRUST	160.00
111-020-004	VICTOR TREATMENT CENTERS INC	160.00
111-020-003	BISCHOF GEORGE O & LOUISE V TR	160.00
111-020-011	WILKINSON FAMILY TRUST	160.00
111-020-014	WILSON ANDREW T & AMY A	160.00
111-020-012	HENRY PATRICK L & TERESE	160.00
111-020-020	HYATT SCOTT A & KARI ANN	160.00
111-020-019	HYATT LLOYD E & BARBARA R TR	160.00
111-020-013	HICKS ELISABETH J L/E	160.00
111-030-011	ABNEY RANDY J	160.00
111-030-009	WHITEHEAD RUSSELL SCOTT	80.00
111-030-012	LLOYD GREGORY M & EDITH M	160.00
111-030-002	HARLAN ROBERT T SR & CHERILYN K	160.00
111-030-015	JEROME ARON WILLIAM	160.00
111-030-016	CHEN XIUFANG	160.00
111-030-003	WICKERD JOHN A & JOYCE A TR	80.00
111-030-007	DALEY MELISSA A 2014 REV. FAMILY TRUST	160.00
111-030-004	LAYMANLEARY MATTHEW OWEN & HEATHER ELIZABETH	160.00
111-030-005	BALLARD STEVE H & STACIE R	160.00
111-030-006	FINLEY FAMILY TRUST 2015	160.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
LOGAN ROAD PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50504

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
111-040-001	PETRAITIS MICHAEL G & JEANNETTE A TR	160.00
111-040-013	KRETNER JOHN W & PATRICIA M	160.00
111-040-014	HEMINWAY KATHLEEN MCCOMAS	160.00
111-040-002	LEACH GERALD L & SHIRLEY & LARRY	160.00
111-040-015	DEGNER ALFRED PETER TR	160.00
111-040-006	MAHAFFEY ANNETTE MARIE CHASE ETAL	160.00
111-040-016	WEBBER GERALD K & SUE ANN	160.00
	TOTAL CHARGES	6,640.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
LOS PALOS EMERGENCY FIRE ESCAPE ROAD PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50553

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
306-160-062	SUDOL KAREN	633.00
306-160-061	JAVELOSA-RIO AMY & RIO DIOGENES	633.00
306-160-063	RIO DIOGENES S & JAVELOSA-RIO AMY	633.00
	TOTAL CHARGES	1,899.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR                      2018-2019  
LOS PALOS DR EFER #2 PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE            50583

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
306-160-069-000	URONEN JOHN K & JENNIFER M	633.00
306-160-070-000	RANDALL MERIDITH	633.00
	TOTAL CHARGES	1,266.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 MANOR CREST SUBDIVISION PRD- UNIT 1, PHASE 1  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50528

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-410-001	ANDERSON RICHARD D & CARLA K TR	110.00
086-410-002	ANDERSON RICHARD D & CARLA K TR	110.00
086-410-003	CAREAGA CHARLES D & DEBORAH LYNNE TR	110.00
086-410-004	STEWART KEVIN PAUL & KRISTINA COLLEEN	110.00
086-410-005	ANDERSON MARSHALL & LORI	110.00
086-410-006	BAINBRIDGE SHAWN A & DEBORAH R TRUST	110.00
086-410-007	LEVENTON CODY W & JESSICA A	110.00
086-410-008	HOUGHTON BARBARA GASKIN	110.00
086-410-009	AGUILAR RUBEN & CHRISTEL	110.00
086-410-010	KELLY RANDY L & JULIE A	110.00
086-410-011	DICKSON DYLAN P & ANDRES ANDREA M	110.00
086-410-012	MORGAN ROBERT P & SABRINA C	110.00
086-410-013	CHANEY KIRK D & KENDRA M	110.00
086-410-014	GIPPER GLENN & HEATHER	110.00
086-410-015	ANDERSON RICHARD D & CARLA K TR	110.00
086-410-016	ALLEN KIRK & ANNETTE	110.00
086-410-017	BROBST WILLIAM R TR	110.00
086-410-018	VELIN TROY D & HEATHER ANNE	110.00
086-410-019	SNIDER JOHN E & ALVERTA H	110.00
086-410-020	POTTROFF TERRY G & LYNDIA S	110.00
086-410-021	WRIGHT GREGORY WAYNE	110.00
086-410-022	HICKS JAMES A JR & JEANETTE L	110.00
086-410-023	CHAPMAN STEVEN G & JENNIFER L	110.00
086-410-024	MOSHER DENNIS & OLGA	110.00
086-410-025	NGUYEN TAM T	110.00
086-410-026	OSBORN REVOCABLE TRUST 2013	110.00
086-410-027	HASLERUD GLENN & MALINDA	110.00
086-410-028	CAMPBELL BRIAN A	110.00
086-410-029	BASSETT NATALY M & RANDALL C	110.00
086-410-030	PETERSON DAVID	110.00
086-410-031	SANCHEZ RODNEY G & LORI K	110.00
086-410-032	ADAMS MARVIN K & PATRICIA E LIV TR.	110.00
086-410-033	ZAMBRANA VINCENT & CHERYL	110.00
086-410-034	BAUMGARTNER RONALD & ALBERT CHERI	110.00
086-410-035	CAPPELLO KEVIN	110.00
086-410-036	BARNES BRYAN	110.00
086-410-037	TUTOR PHILLIP T & TAMBER L	110.00
086-410-038	ARMSTRONG THERESE	110.00
086-410-051	SPENCER JEFFERY R & ELIZABETH A	110.00
086-410-054	FISCH WILLIAM CLINTON & JUDITH TR	110.00
086-410-053	BUSSELL FAMILY TRUST	110.00
086-410-042	BLANCHARD KRISTINA N & DAVID L	110.00

EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
MANOR CREST SUBDIVISION PRD- UNIT 1, PHASE 1  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50528

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-410-043	NIXON DENNIS	110.00
086-410-044	HALL JEBEDIAH H & AMY M	110.00
	TOTAL CHARGES	4,840.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 MANTON HEIGHTS PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50534

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
703-320-007	VAUGHN MAGENTA CURRAN	270.00
703-320-008	BALDERRAMA KAY L & FRANK J	270.00
703-320-014	PJM ENTERPRISES INC	270.00
703-320-009	METCALF ROBERT R & SERENA	270.00
703-320-010	TUPPER PRISCILLA	270.00
703-320-011	MAAS HENRY R JR & REGINA GAY	270.00
703-320-012	FAIRLEY CHRISTOPHER R & DIANE M TR	270.00
703-320-013	POVEY JOHN C & PATTY	270.00
703-310-025	TSANG KIN M	270.00
703-310-026	MOORE DIANA J & WILLIAM K	270.00
703-310-024	HANNA PETER RANDOLPH & BRENDA KAY	270.00
703-320-001	DANIEL MARY	270.00
703-320-002	HOGAN CONNIE	270.00
703-320-003	KIRBY-ANGLIN PATRICIA ETAL	270.00
703-320-004	DEPIERRO ROBERT D	270.00
703-320-005	JONES CARL ELDON	270.00
703-320-006	HEWITT RONALD C	270.00
703-310-017	MORCOM WAYNE J & KATHY J	270.00
703-310-018	OYUELA ALEJANDRO	270.00
703-310-019	HAWS KENNETH P & CHRISTINA M TR	270.00
703-310-020	YOUNG SUSAN E LIVING TRUST	270.00
703-310-021	EISENBERG ALFRED N & ROBINSON SUSAN T	270.00
703-310-022	THOMAS REBECCA	270.00
703-310-023	DANIEL MARY	270.00
703-310-027	REDWOOD CAMPBELL	270.00
703-310-028	MATKINS JAMES M & LINDA D	270.00
703-310-030	GIPSON WAYNE B & ANNIE L	270.00
703-310-007	FLOYD DAVID D & KIMBERLY J	270.00
703-310-008	WILLIAMS ESTELLA	270.00
703-310-009	DECKER RODNEY & JENNY	270.00
703-310-010	DECKER DONALD M & EVALYN M ETAL	270.00
703-310-011	HINES BRIAN	270.00
703-310-012	FARO REVOCABLE TRUST	270.00
703-310-013	DEVLIN JAMES A & SNYDER JUDITH L	270.00
703-310-014	TARABINI MARC F REV LIVING TRUST	270.00
703-310-015	MORCOM WAYNE J & KATHY J	270.00
703-310-016	MORCOM WAYNE J & KATHY J	270.00
703-310-001	BEGIN KEVIN L	270.00
	TOTAL CHARGES	10,260.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
MANZANILLO ORCHARD PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50535

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
306-640-007	GOLD BEAR MOUNTAIN LP	350.00
306-640-006	HART KAREN	350.00
306-640-005	CORONA JOSH C & TAWNY	350.00
306-640-004	FARLEY NORMAN SCOTT ETAL	350.00
306-640-011	TAYLOR FAMILY TRUST	350.00
306-640-012	RUSHING JEFFERY	350.00
306-640-013	TOMLINGSON CYNTHIA E & CARL RYAN	350.00
306-640-014	NACHMAN KENNETH & THERESA	350.00
306-640-015	GOLD BEAR MOUNTAIN LP	350.00
	TOTAL CHARGES	3,150.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019

MARIANAS WAY PRD

(FINAL)

July 17, 2018

ASSESSMENT CODE 50525

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
207-580-001	MAD RIVER INVESTMENTS LLC	130.00
207-580-002	WERT LANCE M & CARLY L	130.00
207-580-003	JOHNSTON ROBERT E & DONNA M	130.00
207-580-004	SHIRLEY NATHAN T	130.00
207-580-005	GALBRAITH JAMES G	130.00
207-580-006	RUSSELL DAVID W & LAURA M	130.00
207-580-007	ZETTEL DEBBIE D	130.00
207-580-008	CUTRIGHT DAVID N	130.00
207-580-009	KRAFT CHRIS	130.00
207-580-010	FREITAS DONAVAN & TINA	130.00
207-580-011	HIGHT DAVE A	130.00
207-580-012	LOIS FAMILY TRUST 2017	130.00
207-580-013	LANDAKER RONALD ALLEN SR	130.00
207-580-014	TOMPKINS STEVEN	130.00
207-580-015	MILLER MARK D & KATHRYN E	130.00
207-580-016	MILLER SHARON	130.00
207-580-017	SHIRLEY CHERI FREITAS TR	130.00
207-580-018	WINN JENNA L	130.00
207-580-019	PAYTON BOBBIE J 1998 REV LIVING TRUST	130.00
207-580-020	HOWELL SHERRY L & HERRGESELL SUSAN M	130.00
207-580-021	COLLVER MICHAEL J & TIFFANY L	130.00
207-580-022	MAROSTE DAVID L	130.00
207-580-023	GILLHAM AARON N & CAMERON P	130.00
207-580-024	DOZIER DANIEL D & SAROT-DOZIER MICHELE J	130.00
207-580-025	SANDHAGEN CINDY	130.00
207-580-026	SILFIES HERMAN A JR & CHONG	130.00
207-580-027	PENNINGTON JAMES E & PAMELA J REV FAM TR	130.00
207-580-028	MALNER JAMES & RACHEL	130.00
207-580-029	SWANN JASON M & HEIDI L	130.00
207-580-030	SHONGOOD SCOTT & LORENA	130.00
207-580-031	FERGUSON MARY & RAMON	130.00
207-580-032	GOLDSCHMIDT SCOTT T & BONNIE R	130.00
207-580-033	HARRIS RICHARD C & ANDREA C	130.00
207-580-034	MCGUIRE GEORGE ROBERT & PATRICIA ANN	130.00
207-580-035	O CONNOR PATRICK S & HEATHER K	130.00
207-580-036	DICK DONALD JR	130.00
207-580-037	MASLIN MARK	130.00
207-580-038	HUNT PATRICIA J TRUST	130.00
207-580-039	JOHNSTON RON E & VERMETTE NORA C ETAL	130.00
207-580-040	MOORE DARIO D & JULIA M	130.00

EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
MARIANAS WAY PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50525

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
207-580-041	MONTGOMERY MARK & JENNIFER E	130.00
207-580-042	EHN LEONARD R	130.00
	TOTAL CHARGES	5,460.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 MILLVILLE WAY PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50550

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
060-580-009	MACK JOSHUA H & CHELLY M	485.00
060-580-010	MACK BARBARA D	485.00
060-650-018	WALL LAWRENCE A & JANET B TRUST	485.00
060-650-015	UHLIR B R & TELFER-UHLIR T M FAM TRUST	485.00
060-650-014	TUCKER KEN LIVING TRUST	485.00
060-650-013	NEILSON RONALD & NEFOESCU-NEILSON SYLVA	485.00
060-650-010	HAN MICHAEL & CHRISTINA	485.00
060-650-022	BIGELOW WINNIE YVONNE NEILSON	485.00
060-650-021	BIGELOW WINNIE YVONNE NEILSON	485.00
060-650-004	HEMPE C DAVID & REBECCA A TR	485.00
060-650-003	HEMPE FAMILY TRUST	485.00
060-650-002	SHABAZIAN FAMILY 2010 TRUST	485.00
060-650-001	BIGELOW BYPASS TRUST ETAL	485.00
060-650-005	BIGELOW BYPASS TRUST ETAL	485.00
060-650-006	MOELLER DAVID J & PATRICIA A	485.00
060-650-011	THEODORE TIMOTHY M & CLAIRE N TR	485.00
060-650-012	BUTLER MICHAEL I & DIANE S	485.00
060-650-016	BUTLER MICHAEL I & DIANE S	485.00
060-650-017	ALEXANDER KEVIN	485.00
060-650-019	ANDERSON JUNE T TR	485.00
060-650-020	BLACKSTONE KENNETH J & PAULETTE M	485.00
	TOTAL CHARGES	10,185.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 MOUNTAIN GATE MEADOWS PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50543

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
307-390-001	GORHAM LIVING TRUST	320.00
307-390-002	TRAN HOAN VAN	320.00
307-390-003	GIRI MATTHEW & GIRI SANJUKTA	320.00
307-390-004	WILDING BRENDA ANN	320.00
307-390-005	CARLSON CRAIG ROBERT	320.00
307-390-006	DOWNING WILBUR & KIM A	320.00
307-390-007	RATCLIFFE FAMILY TRUST	320.00
307-390-008	DOWNS RICHARD K & KATHLEEN R TR	320.00
307-390-009	PETRAITIS FAMILY TRUST	320.00
307-390-010	DIAS AUSTIN & POUA	320.00
307-390-011	CRAWFORD CHARLES	320.00
	TOTAL CHARGES	3,520.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 MOUNT LASSEN WOODS PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50572

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
095-240-001	SPIRE LLC	410.00
095-240-002	SPIRE LLC	410.00
095-240-003	SPIRE LLC	410.00
095-240-004	SPIRE LLC	410.00
095-240-005	SPIRE LLC	410.00
095-240-006	SPIRE LLC	410.00
095-240-007	SPIRE LLC	410.00
095-240-008	SPIRE LLC	410.00
095-240-009	SPIRE LLC	410.00
095-240-010	SPIRE LLC	410.00
095-250-001	ISHAM JOSEPH REX & DEBORAH	410.00
095-250-002	SPIRE LLC	410.00
095-250-003	SPIRE LLC	410.00
095-250-004	DAY RYAN M	410.00
095-250-005	SPIRE LLC	410.00
095-250-006	SPIRE LLC	410.00
095-250-007	SPIRE LLC	410.00
095-250-008	SPIRE LLC	410.00
095-250-009	SPIRE LLC	410.00
095-250-010	SPIRE LLC	410.00
095-250-011	SPIRE LLC	410.00
095-250-012	SPIRE LLC	410.00
095-250-013	SPIRE LLC	410.00
095-250-014	SPIRE LLC	410.00
095-250-015	SPIRE LLC	410.00
095-250-016	SPIRE LLC	410.00
095-250-017	SPIRE LLC	410.00
095-240-011	SPIRE LLC	410.00
095-240-012	SPIRE LLC	410.00
095-240-013	SPIRE LLC	410.00
095-240-014	SPIRE LLC	410.00
095-240-015	SPIRE LLC	410.00
095-240-016	SPIRE LLC	410.00
095-240-017	SPIRE LLC	410.00
095-240-018	SPIRE LLC	410.00
095-170-017	SIERRA PACIFIC INDUSTRIES	5,075.00
	TOTAL CHARGES	19,425.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
MULE MOUNTAIN PARKWAY PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50507

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
204-690-001	HAMMOND GLENN	250.00
204-250-012	HADDOX SARRAH L & VERNON M	250.00
	TOTAL CHARGES	500.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 N. CHAPARRAL DR PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50544

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
203-090-002	PENSCO TRUST COMPANY LLC CSTDN	591.52
203-090-001	NOBLE DONALD D REV TRUST 2002	585.92
203-100-034	SCHILLING EUGENE T	664.98
203-100-033	SCHILLING EVERETT J L/E ETAL	815.34
203-100-045	PRYON JAMES W & SMITH-PRYON JUDITH	611.46
203-100-031	MOSTELLER TRACY FRED	942.26
203-100-010	DINSMORE GEORGE & CAROL	930.44
203-100-030	STRUVE 2002 TRUST	683.62
203-100-029	STRUVE STEVEN N	824.46
203-100-028	HAGEMAN FAMILY 1992 REV TRUST	1,282.22
203-100-027	SPADE FAMILY REV TRUST OF 2000	1,047.12
203-100-026	SILER REV INTER VIVOS TRUST	1,064.56
203-100-022	LARSEN MICHELLE C & WILLIAM D	854.00
203-100-023	METRO CHARLES E PENSION PLAN	852.82
203-100-024	KNOWLES 2012 TRUST	915.58
203-100-025	ESLINGER GAYLEN E & KATHERINE K TR	860.16
	TOTAL CHARGES	13,526.46

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019

NUNES RANCH PRD

(FINAL)

July 17, 2018

ASSESSMENT CODE 50582

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
701-380-001	MOORE FRANK D	427.00
701-380-002	NUNES RANCH LLC	427.00
701-380-003	NUNES RANCH LLC	740.00
701-380-004	MOORE FRANK D	427.00
701-380-005	NUNES RANCH LLC	740.00
701-380-006	GARRISON DENNIS & KATHARINE	740.00
701-380-007	GARRISON DENNIS & KATHARINE	740.00
701-380-008	GARRISON DENNIS & KATHARINE	740.00
701-380-009	NOT A PART	0.00
701-380-010	NOT A PART	0.00
701-380-011	NOT A PART	0.00
701-380-012	NOT A PART	0.00
701-380-013	NUNES RANCH LLC	427.00
701-380-014	NOT A PART	0.00
701-380-015	NOT A PART	0.00
701-380-016	NOT A PART	0.00
	TOTAL CHARGES	5,408.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
OAK TREE LANE PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50596

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
061-100-003	PFEIFFER KENNETH G & LINDA	491.00
061-090-007	GRIFFITH 2013 REV FAMILY TRUST	491.00
061-090-015	CHURCHIN STEVEN B & MINDY	928.00
061-090-014	BUTLER CYNTHIA	928.00
061-090-012	THOMAS JOANNE K & MARTIN A	928.00
061-090-011	CARLSON 1987 LIVING TRUST	928.00
061-090-010	ANDREWS REBECCA M	928.00
061-090-009	REID SEAN & REBECCA	928.00
061-090-008	SMITH DAVID J & LUANNE ETAL	928.00
061-090-027	JONES FAMILY TRUST	491.00
061-090-020	HODGSON FAMILY TRUST	491.00
	TOTAL CHARGES	8,460.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 OLD STAGECOACH RD PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50508

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
204-300-033	SLETNER JAMES C & GAIL L	300.00
204-310-002	CHAMBERLIN FAMILY TRUST	300.00
204-310-003	JARRETT CHRISTOPHER & LOGAN	300.00
204-310-004	MILLER KIMBERLY ANN	300.00
204-310-005	KRISTOFFERSEN KRISTIAN & SAHAILE A	300.00
204-310-006	SINCLAIR CRAIG & HEATHER TR	300.00
204-310-007	LEWIS THOMAS A & JULIA M	300.00
204-310-009	WESTLING FAM REV TRUST OF 2001	300.00
204-310-014	PERNELL FAMILY TRUST	300.00
204-310-001	HAWKINS K D	150.00
204-300-039	SLATER LINDA S & JERRY R	300.00
204-300-006	AGRAVIADOR WENDY L	300.00
	TOTAL CHARGES	3,450.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 PALO CEDRO OAKS PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50556

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
059-470-001	HOWELL BRIAN & ANDREA	163.00
059-470-002	CORNERSTONE DEVELOPMENT GROUP INC	163.00
059-470-003	ANGLEY BRODY & ALICIA	163.00
059-470-004	NSWD INCORPORATED	163.00
059-470-005	PALO CEDRO FARMS LLC	163.00
059-470-006	PALO CEDRO FARMS LLC	163.00
059-470-007	PALO CEDRO FARMS LLC	163.00
059-470-008	PALO CEDRO FARMS LLC	163.00
059-470-009	PALO CEDRO FARMS LLC	163.00
059-470-010	PALO CEDRO FARMS LLC	163.00
059-470-011	PALO CEDRO FARMS LLC	163.00
059-470-012	PALO CEDRO FARMS LLC	163.00
059-470-013	PALO CEDRO FARMS LLC	163.00
059-470-014	PALO CEDRO FARMS LLC	163.00
059-470-015	PALO CEDRO FARMS LLC	163.00
059-470-016	PALO CEDRO FARMS LLC	163.00
059-470-017	PALO CEDRO FARMS LLC	163.00
059-470-018	PALO CEDRO FARMS LLC	163.00
059-470-019	PALO CEDRO FARMS LLC	163.00
059-470-020	WALKER JEFF	163.00
059-470-021	PALO CEDRO FARMS LLC	163.00
059-470-022	PALO CEDRO FARMS LLC	163.00
059-470-023	PALO CEDRO FARMS LLC	163.00
059-470-024	PALO CEDRO FARMS LLC	163.00
059-470-025	PALO CEDRO FARMS LLC	163.00
059-470-027	PALO CEDRO FARMS LLC	163.00
059-470-028	PALO CEDRO FARMS LLC	163.00
059-470-029	PALO CEDRO FARMS LLC	163.00
059-470-031	PALO CEDRO FARMS LLC	163.00
059-470-032	PALO CEDRO FARMS LLC	163.00
059-470-033	PALO CEDRO FARMS LLC	163.00
059-470-034	PALO CEDRO FARMS LLC	163.00
059-470-035	PALO CEDRO FARMS LLC	163.00
059-470-036	PALO CEDRO FARMS LLC	163.00
059-470-037	SIMPSON FREDRICK O & JUDY A	163.00
059-470-038	KRUMHOLZ LORI M	163.00
059-470-039	PALO CEDRO FARMS LLC	163.00
059-470-040	SHEPHERD TABATHA & RANDOLPH	163.00
059-470-041	WALKER RICHARD MICHAEL & VANESSA ANN	163.00

EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
PALO CEDRO OAKS PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50556

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
059-470-042	CORNERSTONE DEVELOPMENT GROUP INC	163.00
059-470-043	RIVAS ISHMAEL & KASSIDY	163.00
	TOTAL CHARGES	6,683.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 PONDER WAY/CARRIAGE LANE PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50515

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
207-050-001	HALEY MICHAEL P.	20.00
207-050-002	CHANAY MICHAEL CHESTER	20.00
207-050-003	TAYLOR LINDA L	20.00
207-050-004	RODGER LAURA	20.00
207-050-005	TURNER JENNIFER	20.00
207-050-025	HARRIS LORI JEAN & STEVE	20.00
207-050-026	PENROD DENNIS & DEBRA REV TRUST 2001	20.00
207-050-008	BARKER LESTER V JR & DEBORAH G TR	20.00
207-050-009	DAVIS MARY E & DEXTER JOAN K REV LIV TRUST	20.00
207-050-010	KURTH MICHAEL J & PATRICIA	20.00
207-050-011	SEVERSON KEITH	20.00
207-050-012	SMALL TERRY L & SHARON L TR	20.00
207-050-013	ESSEX WILLIAM T	20.00
207-050-014	ALBRECHT LESLIE ANN & MCKASKLE DENNIS C	20.00
207-050-015	LEWIS LEONARD & PETERSEN DEBORAH	20.00
207-050-016	KROON MARK & SHELLY	20.00
207-050-017	MARKIN ANTOINETTE J	20.00
207-050-018	WARNER DENNIS W & BILLIE S	20.00
207-050-019	BARABE ALBERT L & JANET A	20.00
207-050-020	SEATON PATRICIA R	20.00
207-050-021	TINNEL CATHIE	20.00
207-050-022	CORNELIUS CHAD & MARGARET	20.00
207-050-023	CLARK JOE & LINDA TRUST	20.00
207-050-024	LACY KEVIN P	10.00
	TOTAL CHARGES	470.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 RITTS MILL RD PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50541

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
700-300-011	CHRISTENSEN D R & C M TR	250.00
700-300-013	SCHATTSCHEIDER FREDERICK & DEBRA	250.00
700-300-004	ZOFFKA JAMES A TR	250.00
700-300-005	WILLIAMS DONELD & STEFFANI SUSAN	250.00
700-300-006	VERVAEKE ALDIE	250.00
700-290-007	BALLARD BRUCE D & JOAN	250.00
700-290-006	VERVAEKE ALDIE HEIKI & DONATO-VERVAEKE LAURA ANNE	250.00
700-290-014	DELGADO TRAY ALFRED	250.00
700-290-004	LAKE WIND WOLF	250.00
700-290-016	PEREZ LINDA J	250.00
700-320-006	GARRETT VERNON & ANDREA J	250.00
700-320-001	DULONG BRIAN H REV TRUST	250.00
700-290-002	ESHOM JOHN	250.00
700-290-012	SCARBROUGH MICHAEL P & GAIL A	250.00
700-290-010	GRAESCH ROBERT L & KENNEY-GRAESCH DEBORAH A	250.00
700-340-006	VOLZ CHRISTOPHER	250.00
700-340-005	VOLZ CHRISTOPHER	250.00
700-340-004	NOT A PART	0.00
700-340-003	GEMINI FAMILY TRUST	250.00
	TOTAL CHARGES	4,500.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 RIVER HILLS ESTATES PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50522

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
305-370-020	METCALF DONALD W	422.00
305-370-022	ERB DONALD M JR & BRENDA L	422.00
305-370-021	NELLESSEN ARTHUR F & MARIAN M 2008 LIV TRUST	422.00
305-370-012	RICKEL KIP & JUDY FAMILY 2001 TRUST	422.00
305-370-001	WALTON JOHN & BARBARA	422.00
305-370-002	MOONEY DOUGLAS J & KATHLEEN J	422.00
305-370-003	PENN VIKTORIA V TR	422.00
305-370-004	MICHAEL THOMAS R & MICHELLE A	422.00
305-370-005	PERKINS JOHN C	422.00
305-370-006	VOPAT FRANK & GUDRUN TRUST	422.00
305-370-007	GREEN GREGORY L TR	422.00
305-370-008	INTERSIMONE D & B FAMILY TRUST	422.00
305-370-019	DONATO ANTHONY & JO TRUST OF 2014	422.00
305-370-009	BAISLEY 1983 REVOCABLE TRUST	422.00
305-380-001	BAISLEY REVOCABLE TRUST	422.00
305-380-021	MCLEAN JOEL P & GEORGIA C	422.00
305-380-020	WHITEAKER GARY & MAUREEN ANN	422.00
305-380-019	EOFF PHILLIP & ERLEE DAWN	422.00
305-380-018	GILLASPIE ALVIN R & DEE A	422.00
305-380-017	DINELLI DAVID W & BARBARA J TR	422.00
305-380-016	DOYLE WILLIAM T & SUSAN J TR	422.00
305-380-015	DRAGONE ROCCO V JR & MELINDA M G	422.00
305-380-014	BUSH NOEL J & RANDY	422.00
305-380-013	JONES EDWARD J & TERESA N	422.00
305-380-008	FOSTER TRAVIS DON & MELISSA ANN LIV TRUST	422.00
305-380-007	PORATH KLAUS DIETER OTTO	422.00
305-380-006	BAXTER GARY L & DOLORES M	422.00
305-380-009	VANZYL RIAAN	422.00
305-380-005	HOOPER STEVEN L & BRANDY M	422.00
305-380-004	ZEIGLER FAMILY REVOCABLE TRUST 2005	422.00
305-380-003	LEE DENNIS E & PATRICIA M	422.00
305-370-017	RODRIGUEZ 2017 TRUST	422.00
305-370-016	JOHNSON DANIEL A & RHONDA L	422.00
305-370-018	WILLIAMS HAL IRVIN & JACQUELINE SUE TR	422.00
305-370-015	GRAHAM III FAMILY 2000 TRUST	422.00
305-370-014	WOODCOCK PAUL TR	422.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
RIVER HILLS ESTATES PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50522

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
305-370-024	PALMER SCOT & JODI	422.00
305-370-023	ANDERLINI LIVING TRUST	422.00
	TOTAL CHARGES	16,036.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 ROBLEDOR ROAD PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50542

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
061-410-001	WILLIAMSON DAVID H & DONNA K REV LIV TRUST	340.00
061-410-003	WILSON BRIAN K & MARY L	340.00
061-410-002	RICHARDSON MICHAEL & DIANE TR	340.00
061-410-004	BARNES LEONARD S & CATHERINE M TR	340.00
061-410-006	ROBINSON FAMILY TRUST	340.00
061-410-007	COZAD ROBIN E & DONNA	340.00
061-540-002	MARTIN RICHARD H & MARY G TR	340.00
061-540-004	LOWRY JACK & SHELLEY	340.00
061-430-004	GERE PATRICIA	340.00
061-430-006	WHITMORE FAMILY TRUST	340.00
061-430-007	LAFLOWER FAMILY 1992 REV TRST	340.00
061-430-009	HANSEN ALLAN J TRUST	340.00
061-430-012	GRAY CAROL	340.00
061-430-011	HANSEN ALLAN J TRUST	340.00
061-430-013	ZEGA RONALD P & PATRICIA J	340.00
061-430-020	FLOWERS FAMILY TRUST	340.00
061-430-025	SWANCEY CHET	340.00
061-410-005	SILVERSTEIN BRUCE E & ANNE N	340.00
061-410-009	FAIR BOBBY R & PEGGY J REVOCABLE TRUST 2006	340.00
061-410-010	CONNERS THOMAS E	340.00
061-540-003	GREENFIELD FAMILY REV TRUST OF 2000	340.00
061-540-001	ERICKSON PAULINE RUTH TR	680.00
061-540-005	LAGRO RONALD K & LESLEA K	340.00
061-430-005	BALDWIN FAMILY TRUST 2007	340.00
061-430-008	JONES RONALD K TR	340.00
061-430-010	SCHAUER ANDREA B & POOLE STEPHANIE R	340.00
061-430-014	STILLMORR 2016 TRUST	340.00
061-430-022	STILLMORR 2016 TRUST	340.00
061-430-024	STILLMORR 2016 TRUST	340.00
	TOTAL CHARGES	10,200.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 ROCKY LEDGE ESTATES PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50557

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
030-400-001	EDWARDS RONDALD D & BONNIE L	570.82
030-400-002	FINDLETON MICHAEL TYLER	570.82
030-400-003	AMERICAN ESTATE & TRUST CUSTODIAN	570.82
030-400-004	FINDLETON MICHAEL TYLER	570.82
030-400-005	AMERICAN ESTATE & TRUST CUSTODIAN	570.82
030-400-006	LANDON BARBARA	570.82
030-400-007	BROWN FAMILY TRUST	570.82
030-400-008	BROWN DAVID & SANDRA	570.82
030-400-009	KIDDER TODD & DIANE	570.82
030-400-010	AMERICAN ESTATE & TRUST CUSTODIAN	570.82
030-400-011	DANTES AMY LEE	570.82
030-400-012	DANTES AMY LEE	570.82
030-400-013	SHAFFER JONATHAN M & ELIZABETH M	570.82
030-400-030	AMERICAN ESTATE & TRUST CUSTODIAN	570.82
030-400-031	FINDLETON ROBERT CODY	570.82
030-400-016	FINDLETON ROBERT CODY	570.82
030-400-017	FINDLETON ROBERT CODY	570.82
030-400-018	AMERICAN ESTATE & TRUST CUSTODIAN	570.82
030-400-019	FINDLETON MICHAEL TYLER	570.82
030-400-020	ABDUL-JALIL DEBRA A TR ETAL	570.82
030-400-021	AMERICAN ESTATE & TRUST CUSTODIAN	570.82
030-400-022	AMERICAN ESTATE & TRUST CUSTODIAN	570.82
030-400-023	AMERICAN ESTATE & TRUST CUSTODIAN	570.82
030-400-024	ALTAMIRANO GUSTAVO VELAZQUEZ ETAL	570.82
	TOTAL CHARGES	13,699.68



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 ROLLAND COUNTRY ESTATES PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50548

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-460-001	CRAMER LIVING TRUST	270.00
086-460-002	DEKRUSE SHAROL	270.00
086-460-003	LARCEVAL JEFFERY D & STEPHANIE N	270.00
086-460-004	PEEK RHONDA J	270.00
086-460-005	WINDERS JENNIFER D & JOSHUA E	270.00
086-460-006	RAINER FAMILY TRUST	270.00
086-460-007	YOUNG JANE FAMILY TRUST	270.00
086-460-008	BROWER LARRY & LOUANNA J	270.00
086-460-009	BROWER LARRY & LOUANNA J	270.00
086-460-010	BROWER LARRY & LOUANNA J	270.00
086-460-011	BROWER LARRY & LOUANNA J	270.00
086-460-012	BROWER LARRY & LOUANNA J	270.00
086-460-013	KENNEN GILBERT T & STEPHENS SHAYE A	270.00
086-290-026	OLD 44 VENTURES LLC	270.00
	TOTAL CHARGES	3,780.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SANTA BARBARA ESTATES PRD, UNIT #1  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE , 50529

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
115-430-001	MALECKE DAVID K & SARA D	90.00
115-430-002	GRISHAM JACKIE LEWIS LIV TRUST 2017	90.00
115-430-003	SUTHERS GEOFFERY D & TABITHA J	90.00
115-430-004	JOHNDROW DERICK & REBECCA	90.00
115-430-005	SAECHAO NAI LIEM & MOUANG F	90.00
115-430-006	SAECHAO VAN K & FARM	90.00
115-430-007	CHAO FOUMENG & MUANG CHOY	90.00
115-430-008	HERNANDEZ DELILAH L	90.00
115-430-009	SYLVESTER GAIL H	90.00
115-430-010	SAELEE TAWN & KHAE LEE	90.00
115-430-011	LEARD MONICA	90.00
115-430-012	JERROLD LAURIE PATRICE REV TRUST	90.00
115-430-013	VAUGHN WILLIAM D & MARTINEZ-VAUGHN LINDA K	90.00
115-430-014	SAECHIN KIMBERLY & ASHLEY	90.00
115-430-015	PETERSON SCOTT	90.00
115-430-016	SILVA JOHN A & LANADA R	90.00
115-430-017	LAMONT STEVEN	90.00
115-430-018	BORGES RONALD J & MARY L	90.00
115-430-019	WILSON REX D	90.00
115-430-020	SAELEE SOU IAN & SAEFONG NAI TONG	90.00
115-430-021	BUCHANAN SHAWN E & DONNA D TR	90.00
115-430-022	SAMPSON SEAN A & KRISTINE M	90.00
115-430-023	CHAO JANIE M	90.00
115-430-024	SAECHAO NAI FOU & SAECHIN FARM TIN	90.00
115-430-025	CARTER CRAIG	90.00
115-430-026	BARTSCH CHRISTOPHER & LISA	90.00
115-430-027	STANDIFORD FAMILY 2004 TRUST	90.00
115-430-028	SAECHAO MUANG CHIENG	90.00
115-430-029	VONGSAVANH BOUNTHAVY & POUN	90.00
115-430-030	BUCHANAN SHAWN E & DONNA D TR	90.00
115-430-031	YOUNG TANA N	90.00
115-430-032	JEFFRIES PHOENIX	90.00
115-430-033	SMITH MATTHEW M	90.00
115-430-034	COX BECKY L	90.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
SANTA BARBARA ESTATES PRD, UNIT #1  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50529

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
115-430-035	MASON GREGORY G	90.00
115-430-036	PHIPPS ROXANNE	90.00
115-430-037	PHAN-FONG MEGAN MAUNPOU	90.00
115-430-038	SCHNETZER KATHY & GLASSBURN JIMMY	90.00
115-430-039	CRITES JOHN R & SAUNDRA C	90.00
115-430-040	JOSEPH SARAH K	90.00
115-430-041	SYVIRATHPHAN JEST SOU & KATHERINE E	90.00
115-430-042	DANIEL LAURA J 2017 TRUST	90.00
115-430-043	EILTS KYRA C	90.00
115-430-044	TRANHAM DIANE M	90.00
115-430-045	WITHROW ROBERT C & SHEILA J	90.00
	TOTAL CHARGES	4,050.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SANTA BARBARA ESTATES PRD-UNIT #2  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50540

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
115-480-001	SCHNEIDER EDWARD & MARY	135.00
115-480-002	BEAUCHAMP LEWIS	135.00
115-480-003	HUNT JENNIFER & WILLIAM C	135.00
115-480-004	CHIN BAY L	135.00
115-480-005	MORGAN ROGER W & CARLA J	135.00
115-480-006	YOST NICKOLAS & KRISTI	135.00
115-480-007	PETERSON NATHAN A L & CRYSTAL BACKUS ETAL	135.00
115-480-008	LAMONICA MICHAEL	135.00
115-480-009	SAECHIN KIP & SAECHAO FEUY	135.00
115-480-010	SAECHAO FOU HOR & FARM FEUY	135.00
115-480-011	SAEPHANH SAENG VEY & SAETEURN LAI JOW	135.00
115-480-012	RANEY-NEWNAM ELIZABETH A	135.00
115-480-013	MANZO LUZ MARIA	135.00
115-480-014	FINASEC LLC	135.00
115-480-015	TORRES FAMILY LIVING TRUST	135.00
115-480-016	NEWNAM JOSHUA	135.00
115-480-017	WRIGHT PAMELA	135.00
115-480-018	PERSELL DANNY	135.00
115-480-019	SINNIVONG SOMKHITH	135.00
115-480-020	SAETERN FARM CHOY	135.00
115-480-021	SAELEE FU CHIEM & FUEY	135.00
115-480-022	PHIPPS AMY	135.00
115-480-023	SAEVANG LIW & THONG	135.00
115-480-024	CORKILL ALYCE A & RUPERT	135.00
115-480-025	BLANKENSHIP JASON	135.00
115-480-026	HERNANDEZ JOSE & ESTERCITA	135.00
115-480-027	BACKUS CAROL	135.00
115-480-028	SAETEURN MUANG FOW ETAL	135.00
115-480-029	FINASEC LLC	135.00
115-480-030	HAMMERS LALANYA	135.00
115-480-031	PITROFF AARON & JOY	135.00
115-480-032	XAYPANYA SISOUPHANH & RHIANNON	135.00
115-480-033	STONECO CONSTRUCTION INC	135.00
	TOTAL CHARGES	4,455.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SANTA BARBARA ESTATES PRD, UNIT 3 & 4  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50569

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
115-510-004	CARDENAS MARISSA	270.00
115-510-003	BRABEC JERRY & GENTRY SHAY	270.00
115-510-001	REVUELTA NORBERTO M & SPORE JESSICA	270.00
115-510-002	GLAESMAN KEITH & LILIA C	270.00
115-510-010	CAPE CODTRUST	270.00
115-510-011	LEE KAI LIAM & SAELEE CHOY SIO ETAL	270.00
115-510-012	BECERRA RENE	270.00
115-510-013	CRAFT JOHN & ANDERSON ADRIENNE	270.00
115-510-014	SAETEURN ASIO	270.00
115-510-015	KING JOSHUA L	270.00
115-510-017	INGALLS AMBER	270.00
115-510-018	VALVERDE ALLAN & LUCY	270.00
115-510-019	SAETEURN YAO SIEW & NAI LIN	270.00
115-510-020	MAGANA SARA	270.00
115-510-021	RAMIREZ ELISEO G & CAROLINA	270.00
115-510-022	NOLAND ANNA M	270.00
115-510-005	SAELEE LOU CHAN & CHIAD SIN	270.00
115-510-006	FINKE STACEY	270.00
115-510-007	SAETEURN MUANG	270.00
115-510-008	SAELEE CHENG & JOHNNY	270.00
115-510-009	SAECHAO SOU ETAL	270.00
	TOTAL CHARGES	5,670.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
SCENIC OAK COURT PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50584

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
056-640-001-000	SHASTA VERDE LAND DEVELOPMENT, INC	200.00
056-640-002-000	SHASTA VERDE LAND DEVELOPMENT, INC	200.00
056-640-003-000	SHASTA VERDE LAND DEVELOPMENT, INC	200.00
056-640-004-000	SHASTA VERDE LAND DEVELOPMENT, INC	200.00
056-640-005-000	SHASTA VERDE LAND DEVELOPMENT, INC	200.00
056-640-006-000	SHASTA VERDE LAND DEVELOPMENT, INC	200.00
056-640-007-000	SHASTA VERDE LAND DEVELOPMENT, INC	200.00
056-640-008-000	SHASTA VERDE LAND DEVELOPMENT, INC	200.00
056-640-009-000	SHASTA VERDE LAND DEVELOPMENT, INC	200.00
056-640-010-000	SHASTA VERDE LAND DEVELOPMENT, INC	200.00
056-640-011-000	SHASTA VERDE LAND DEVELOPMENT, INC	200.00
	TOTAL CHARGES	2,200.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SHASTA LAKE RANCHOS PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50500

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
304-210-003	SCOTT WALTER HARDY ETAL	200.00
304-210-002	CONDIT EDWARD A & ANNE-BERIT	200.00
304-210-001	COATS GARY & ALICE	200.00
304-200-003	COATS GARY & ALICE	200.00
304-210-008	HLAVACIK JOSEPH G & ANNAMARIE	200.00
304-210-007	WRIGHT DARRYL L	200.00
304-210-006	LOMBARDO MICHAEL & REBECCA	200.00
304-220-008	MARTINEZ JASON & CARTER CORRIE L	200.00
304-220-007	ROGERS HARRY C	200.00
304-220-006	CREVELING GREGORY	200.00
304-200-009	KEITH BILLY	200.00
304-200-008	WEST DONALD GENE & CYNTHIA MARIE	200.00
304-250-007	BIRD AARON M & AMBER L	200.00
304-250-008	STOUT JOHN & TINA	200.00
304-250-009	STOUT JOHN & TINA	200.00
304-250-001	CADWALLADER CHARLES & MONTI LIV REV TRUST	200.00
304-250-002	HALL VIRGINIA TENORIO & JAMES FRANKLIN	200.00
304-250-003	HINDMAN MACLURE	200.00
304-240-008	GORDON ORVILLE N & BELINDA A	200.00
304-240-007	EILTS GLEN D & DANA R	200.00
304-240-006	SKELTON MATTHEW K & SAVANNAH N	200.00
304-240-005	BOYLE LES & TANYA 2008 TRUST	200.00
304-250-004	DOYLE GRAHAM P & CAROLYN L	200.00
304-250-005	JEROME BRETT W	200.00
304-250-006	STOUT JOHN B III & TINA	200.00
304-240-003	GREENE MARK I TR ETAL	200.00
304-240-004	STROH ROBERT F & KATHLEEN	200.00
304-230-008	ROGERS HARRY C	200.00
304-230-007	GREENE MARK I & KATHRYN E	200.00
304-230-006	DELL AMICO MARK A TR	200.00
304-330-016	BOLSHAKOFF SVIATOSLAV L & ELENA TR	200.00
304-330-015	BENTHIN BLAKE	200.00
304-300-009	BALDWIN ERIC W & DARLA Y	200.00
304-300-001	COOPER WALTER & THEDA E	200.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SHASTA LAKE RANCHOS PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50500

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
304-300-002	PINAULT C THOMAS & RILLE A	200.00
304-300-008	DELASHMULT ALAN K & LORETTA	200.00
304-330-014	BERRY LOREN S & CATHY M	200.00
304-330-013	LAWSON FAMILY LIVING TRUST	200.00
304-330-012	WALL GERALD C & MARTHA R	200.00
304-330-011	JALQUIN KATHLEEN E	200.00
304-300-007	MAYS JAMES L & TERESA A	200.00
304-300-003	STINCHFIELD JACQUELINE G	200.00
304-300-004	DRAKE WILLIAM JONATHAN LEE & KORTNEY MICHELLE	200.00
304-290-012	WILSON RALPH THOMAS III	200.00
304-290-009	CAIN CHRISTOPHER M & SARA K	200.00
304-290-011	DIEU KIET & WONGPHETCH NUTTCHAREE	200.00
304-290-004	MOAD RANDY & MARIANNE	200.00
304-290-003	KIRCHNER JEREMIAH JOHN	200.00
304-290-002	HUSNER RONALD A REV LIV TRUST	200.00
304-290-001	PARTRIDGE GREGG & ALBERTA	200.00
304-260-006	LAMBERSON JIM AND SANDY	200.00
304-260-007	LAMBERSON JAMES D & SANDRA M	200.00
304-260-008	MCHENRY ROBERT SAIN	200.00
304-260-009	LOCKWOOD CRAIG C	200.00
304-290-008	ASHBY BILL & TAMMY R	200.00
304-280-009	NAPOLITANO DAVID JOHN	200.00
304-280-011	SANTOS FAMILY TRUST	200.00
304-280-005	MELE FRANK	200.00
304-280-006	LARMOUR EDWARD & ROBIN LIVING TRUST	200.00
304-270-005	REITZ JAMES W TR	200.00
304-270-006	BYRNE MICHAEL J & GWINN SUSAN E	200.00
304-260-001	COUNTY OF SHASTA	0.00
304-260-002	GARCIA JOHN LOUIS 2015 REV IV TRUST	200.00
304-260-003	GARCIA JOHN L REV INTERVIVOS TRUST 2015	200.00
304-260-004	GARCIA JOHN L REV INTERVIVOS TRUST 2015	200.00
304-260-005	WESTFALL JUNE ANN REV TR	200.00
304-280-004	WOLF DEVIN M & CHELSIE R	200.00
304-280-003	BOWLES EDGAR J & REBECCA J	200.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SHASTA LAKE RANCHOS PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50500

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
304-270-004	COLLINS BRUCE DONALD	200.00
304-270-003	BROZ GREGORY A & RENEE	200.00
304-270-002	CORN JACKALYN	200.00
304-270-001	AGUIRRE JOSEPH L & JUDIE	200.00
304-280-002	PONCE JESSICA	200.00
304-280-001	ENGESETH SCOTT	200.00
304-310-008	WHITLOCK HOWARD M & PATRICIA ANNE	200.00
304-310-007	COLBERT ZACHARY & MERISSA	200.00
304-310-006	BYERS RICHARD T & CRISTY A	200.00
304-310-005	BYERS RICHARD T & CRISTY A	200.00
304-310-004	MCLAUGHLIN BRIAN & SHERRI	200.00
304-320-007	LUSHBOUGH MARK J	200.00
304-320-006	BURLEY CHRISTOPHER & VICKI L	200.00
304-320-005	BREESE LYLE W & JANICE K	200.00
304-320-004	LEEDY JAMES M & DEBORAH	200.00
304-320-003	BARRERA ALFONSO Q & SHELLY D	200.00
304-320-002	MORELLO FRANK A & ANTHONY	200.00
304-320-001	MCCLAIN AMPARO TINA	200.00
304-320-009	BUCHANAN TRUST	200.00
304-320-010	BOOTH DAVID L & LORIE A	200.00
304-320-008	BUCHANAN LAWRENCE D & CLYDENE P TR	200.00
304-310-003	MCLAUGHLIN BRIAN & SHERRI	200.00
304-310-002	MCLAUGHLIN BRIAN & SHERRI	200.00
304-310-001	BLACKFORD RICHARD F & PATRICIA J	200.00
304-300-005	MILENEWICZ JEREMY & STEPHANIE	200.00
304-300-006	SIIPOLA JOSHUA	200.00
304-330-010	RHOADES STEVE T & LEAMBER L FAM TRUST	200.00
304-320-011	MULLNIX FAMILY TRUST ETAL	200.00
304-330-008	GRIFFIN RONALD & DAYNA	200.00
304-330-009	MOEGERLE FAMILY TRUST ETAL	200.00
305-130-007	CAUGHEY DAVID	200.00
305-130-004	JERICOHO PROJECT INC	200.00
304-330-007	CARMONE JOHN T	200.00
304-330-006	FREEMAN JONATHAN K	200.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SHASTA LAKE RANCHOS PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50500

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
304-330-005	CHAMBERS DONALD & SUSAN	200.00
304-330-004	HALL MICHAEL & KRISTY	200.00
304-330-003	LEHR JEFFRY W & NANCY	200.00
304-330-002	BISSOT STEVEN G	200.00
304-330-001	KURTZ KEVIN & PAMELA	200.00
304-230-005	HILL JENNA T	200.00
304-230-009	PAGE SPENCER	200.00
304-230-011	MUELLER ROBT C & DONNA M	200.00
304-230-002	PRATT JUDITH P	200.00
304-230-001	DILBECK WILLIAM M & BECKY	200.00
304-240-002	ATKINS KARL K & DIANA D	200.00
304-240-001	FAY BRYCE S	200.00
304-220-005	BICKERT FRED C & ANDREA C	200.00
304-220-004	BICKERT FRED C & ANDREA C	200.00
304-220-003	OCONNOR ELL E	200.00
304-220-002	HETZEL DENNIS J & JO A	200.00
304-220-001	CONDIT LORI ANN & WILLIE DEE	200.00
304-210-005	SAELEE LO CHAN ETAL	200.00
304-210-004	SCOTT WALTER HARDY ETAL	200.00
	TOTAL CHARGES	24,000.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SHASTA MEADOWS DRIVE PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50506

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
306-110-014	WRIGHT DAVID N ROBYN J TR	160.00
306-110-015	DOOLEY DENNIS & CAROLE TRUST	160.00
306-160-066	TWEEDY DONALD D & PAMELA S TR	160.00
306-160-018	WRIGHT CASEY D & BRITNI R	80.00
306-160-017	MARLAR RAY E & BETTY LOU 2011 REV TRUST	160.00
306-160-016	FINE MICHAEL & MICHELLE	160.00
306-160-069	URONEN JOHN K & JENNIFER M	80.00
306-160-072	BEESON WILLIAM W JR & ROBIN	160.00
306-160-074	ANDERSON ROBERT & INSCORE DORRIS M	160.00
306-160-047	JACOBS LANCE & RACHEL	160.00
306-160-045	HYDEN CHARLES R D & ROXANNE	160.00
306-160-046	BATTAGLIA PHILLIP J	160.00
306-160-065	LEE THOMAS L	160.00
306-160-015	DEXTER FAMILY TRUST	160.00
306-160-005	HOOD PAUL F & MARYBETH L	160.00
306-160-041	HERNANDEZ PHILIP E & SUSAN TRUST	160.00
306-160-003	STEWART JUSTIN D	160.00
306-160-040	WARREN JOHN C & LINDA L	160.00
306-160-006	MCMASTER JERRY & VERONICA	160.00
306-160-007	HANEY FAMILY TRUST 2017	160.00
306-160-008	GREGORY STEVEN & JO 2010 TRUST	160.00
306-160-061	JAVELOSA-RIO AMY & RIO DIOGENES	160.00
306-110-002	KWAKE ROBERT D & CONSTANCE L	160.00
306-160-049	WILLIAMS TIMOTHY C	160.00
306-160-062	SUDOL KAREN	160.00
306-160-063	RIO DIOGENES S & JAVELOSA-RIO AMY	80.00
306-160-064	LEE THOMAS L	80.00
306-160-067	TWEEDY DONALD D & PAMELA S TR	80.00
306-160-070	RANDALL MERIDITH	160.00
	TOTAL CHARGES	4,240.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SHELLY LANE PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50549

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
052-080-033	UTTINGER IMA GENE	50.00
052-080-032	BARRETT IMA GENE	100.00
052-080-028	UTTINGER IMA GENE	50.00
052-080-005	NORTON DAVID & TAWNIE	100.00
052-080-004	GOMEZ RAMIRO P & CHARLENE L SR	100.00
052-080-006	CORREIA FAMILY TRUST	100.00
052-080-025	TONEY KATHERINE	100.00
052-080-026	MOWER LARRY W & LILA F TR	100.00
052-080-027	COBB DAN R & PATRICIA L TR	100.00
052-080-035	HARRIS PHILLIP TRUSTEE	100.00
052-080-012	CORREIA FAMILY TRUST	100.00
052-080-003	WOLF MILTON M & BRENDA A TR	100.00
052-080-002	BOSS STEVE M & PAMELA K	100.00
052-080-015	HULLINGER BILL & CAROL 2006 TRUST	100.00
052-080-019	BRYD LORRAINE DE NARDI	100.00
052-080-024	TINKER THOMAS & ANGELA	100.00
052-080-023	MCKIBBEN THERESA M & EVERETT C	100.00
052-080-020	MCKIBBEN THERESA M & EVERETT C	50.00
052-080-001	MEYER GEORGE R & LINDA M TR	100.00
052-070-016	BACKUES DAVID S & KELLY	100.00
052-070-033	MORTON RANDAL J & CATRINA MARIE	100.00
052-070-032	SHEEHY DOUGLAS & SHEEHY LYNN	100.00
052-070-031	GIO HELMUT & LINDA SABINA	100.00
052-070-021	SPALDING JOHN P & DELORES M	100.00
052-070-013	SASSER SHARON SCOTT	100.00
052-070-019	TINKER HALCIE LUCILLE WANDA M LIV TRUST	100.00
052-070-018	CUMMING JAMES M & SOMMER L	100.00
052-070-043	TOMPKINS CHARLES A & MARY K	100.00
052-070-041	TOMPKINS JOSHUA C	100.00
052-070-008	SELPH DEWEY DONALD	100.00
052-070-007	RAMEY 1991 TRUST	100.00
052-070-006	ROBERTSON CALVIN G & JENAE N	100.00
052-070-005	BAUM WAYNE ORLIN & CLAUDIA GALE	100.00
052-070-004	WURCH STEVEN & STEVENS AMY	100.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SHELLY LANE PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50549

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
052-070-003	BROWN-ELLEDGE LANELLE ANN REVOCABLE TRUST	100.00
052-070-002	PARKER DAVID O & KATHRYN E	100.00
052-070-024	MCLANE BOBBY	100.00
052-070-025	KAVANAUGH BARNEY A & CAROL	100.00
052-070-026	SCHAU CHARLES R FAMILY TRUST	100.00
052-070-034	ROBERTS FLOYD L/E	100.00
052-070-035	BURDETT PAUL A & COLLEEN M LIV TRUST 2014	100.00
052-070-036	MCLANE BILL & WILLIAM F	100.00
052-070-029	BACHMAN FAMILY TRUST OF 2016	100.00
052-060-002	PARMENTER CHARLENE ANN & SCHNEIDER ROBERT JAMES	100.00
052-070-037	ERVIN FAMILY TRUST	100.00
052-050-018	MCBROOME RUTH ETAL	100.00
052-050-019	SALMON HOWARD E & MARY E	100.00
052-050-049	STRAUB FAMILY TRUST	100.00
052-050-050	STRAUB FAMILY TRUST	100.00
052-050-014	BOEHLKE THOMAS H TRUST	100.00
052-050-015	COKER FAMILY TRUST	100.00
052-050-016	COKER GREG & LORI	100.00
052-050-027	BROWN FAMILY TRUST	100.00
052-050-017	ERVIN FAMILY TRUST	100.00
052-050-036	FREITAS MARCIA J	100.00
052-050-012	KIROUAC MATTHIEU J & HANNAH M	100.00
052-050-023	OAK RUN LIVING TRUST	100.00
052-050-034	CROSSON GEORGE & PHYLLIS	100.00
052-050-032	PINEDA PATRICO D & VALERIE M	100.00
052-050-040	ROTHER FAMILY REVOCABLE TRUST OF 2003	100.00
052-050-039	CLAYCAMP GARRETT D & KRISTINE L	100.00
052-050-028	THARPE CHARLES RAYMOND & JENNIFER LYNN	100.00
052-050-033	CAIN FAMILY TRUST	100.00
052-050-030	BURROUGH AARON K & SHANA L	100.00
052-050-008	BURROUGH KEITH & PATRICIA	100.00
052-050-009	NICKERSON FAMILY TRUST	100.00
052-050-037	SWAIN REV FAMILY TRUST 2015	100.00
052-050-002	PLATT WESS BALLAD & SAMANTHA LYNN	100.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SHELLY LANE PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50549

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
052-050-048	BROUS DARREN & ASHLEY	100.00
052-050-038	PEOPLES ALMA	50.00
052-050-004	KING MARILEE 2012 TRUST	100.00
052-050-047	PARHAM EUGENE W & LINDA DIANE TR	100.00
052-040-016	BLOOM KEITH & KAREN	100.00
052-040-015	MAHONEY MARK D	100.00
052-040-014	PHIPPS H G TR	100.00
052-040-013	RODGERS SHERRY LYNN	100.00
052-040-012	BANKS LARRY R & KATHERINE L LIVING TRUST	100.00
052-040-043	ROBERTSON MARK E & PAULINE C	100.00
052-040-042	ARTHUR DAMON J & CHRISTA P	100.00
052-040-041	GIBESON GALEN R & JO ANN	100.00
052-040-020	MINNEKER CHARLES & DYCHE PAMELA	100.00
052-040-036	WHITE DONALD & PRISCILLA 2012 FAMILY TRUST	100.00
052-040-008	LUCERO MARTIN JESUS & ALMA DAWN	100.00
052-040-017	CAPES ANNE 2002 REVOKABLE TRUST	100.00
052-040-006	HOGUE FAMILY LIVING TRUST	100.00
	TOTAL CHARGES	8,300.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
SILVER SADDLE ESTATES PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50565

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
207-620-001	DAVIS JEFF W & TERRI L	480.00
207-620-002	DAVIS JEFF W & TERRI L	480.00
207-620-003	DAVIS JEFF W & TERRI L	480.00
207-620-004	DAVIS JEFF W & TERRI L	480.00
207-620-005	DAVIS JEFF W & TERRI L	480.00
207-620-006	DAVIS JEFF W & TERRI L	480.00
207-620-007	HAGUE PAUL & MICHELLE	480.00
207-620-008	DAVIS JEFF W & TERRI L	480.00
	TOTAL CHARGES	3,840.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
SKI WAY PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50509

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
115-310-007	ERICSSON C & L TRUST 2015	125.00
115-310-008	YOCHUM CHERYONNE D	125.00
115-300-012	PATTERSON JAMES D JR & TRICIA	125.00
115-300-013	YATES ADAM F & MEAGAN N	125.00
	TOTAL CHARGES	500.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
SKYLARK LN E.F.E.R.  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50586

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
058-500-001	VANLONE FAMILY TRUST	200.00
058-500-002	ROGERS BARBARA E & STEVEN J	200.00
058-500-003	CITTA JAMES P & GAYLE A REV TRUST	200.00
058-420-067	GARD GARY R REV TRUST 2016	200.00
058-420-066	GARD JEAN L	200.00
058-420-065	MACHADO TRUST ETAL	200.00
058-420-068	KOLLENBORN SHANE & STEPHANIE	200.00
058-430-026	KNOTT FAMILY TRUST	800.00
	TOTAL CHARGES	2,200.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
SLEEPING BULL ESTATES PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50577

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
207-650-009	MASON DAVID DOELTER & CHERYL ANN	616.00
207-650-010	FULLER BEN & JEANNINE	616.00
207-650-014	GREER MACKEE	1,101.00
207-650-015	DAVIS JEFF & TERRI	1,101.00
207-650-005	DAVIS JEFF & TERRI	1,101.00
207-650-006	DAVIS JEFF & TERRI	1,101.00
207-650-007	DAVIS JEFF & TERRI	1,101.00
207-660-001	DAVIS GENE & BETTY TR	1,101.00
207-660-002	DAVIS GENE & BETTY TR	1,101.00
207-660-003	DAVIS GENE & BETTY TR	1,101.00
	TOTAL CHARGES	10,040.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
SOL SEMETE EFER  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50591

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
208-380-031	HURNER FAMILY TRUST	1,317.00
208-380-032	FELDER FAMILY REV LIVING TRUST	1,317.00
208-380-033	HURNER FAMILY TRUST	1,317.00
208-380-034	HURNER FAMILY TRUST	1,317.00
	TOTAL CHARGES	5,268.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 SONORA TRAIL PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50505

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
079-040-082	NASH KAREN LORAIN	273.00
079-040-071	REYNOLDS LINDA K	273.00
079-040-026	PACIFIC CASCADE COMM CORP	273.00
078-200-028	SAECHAO MOUANG P & SAELEE OU TONG	137.00
078-200-030	DEGUZMAN NELSON C & JUNE S	273.00
078-200-031	BOCKMAN DONALD W & DENISE L	273.00
078-200-032	DAVID C FAVOR LLC	273.00
078-200-033	HAMILTON MARK K & SHERYL FAM TRUST	273.00
078-200-036	GODDARD GERALD L & TONI R	546.00
078-200-037	FURNANDOS REVOCABLE FAMILY TRUST	273.00
078-200-038	HATTOOM LYNDA LEE TR	273.00
078-200-039	STATZ PETER A	273.00
078-200-034	GISSKE DAVID P & TRACY S	273.00
078-200-046	STATZ PETER A	273.00
078-190-037	KARJOLA ERIC & SHARON R	273.00
078-190-042	FRANKLIN DOROTHY V & MILLER NANCY RUTH	273.00
078-190-038	KOHLBECK FAMILY TRUST	273.00
078-190-039	PRICE THOMAS E JR & KIM L TR	273.00
078-190-040	RUSSELL DONALD E & BETTY J	273.00
078-190-033	WORRELL TRUST A	273.00
078-190-034	MINTON BILL G & JON W	273.00
078-190-035	MCCORMICK RONALD L & ELLEN	273.00
078-190-036	GILARDI RICHARD & EVELYN	273.00
078-180-034	AITCHISON AHREN B	273.00
078-180-024	MELTON KEITH D & DENNIS JUDITH A TR	273.00
078-180-026	CARLOW MONTE F & JUANITA F	273.00
078-180-025	STRINGFIELD STEPHANIE	273.00
078-180-019	GILARDI JONATHAN & ALEXANDRA ETAL	273.00
078-180-030	OBRIEN DORRIS ALLEN & MARTIN W	273.00
078-180-031	NIXON LIVING TRUST	273.00
078-180-032	BUSH DAVID L & JUDITH A TR	273.00
078-180-033	DOELKER KENNETH H & JOANNA REV LIV TRUST	137.00
078-190-041	POLK THOMAS E & NANCY L TRUST	273.00
078-180-035	HUNT WILLIAM G & SCHMIDT CAROL J	273.00
079-040-074	WYATT GARY L	273.00
079-040-080	WILDS WILLIAM E & HEIDI JILL TR	273.00
078-160-036	BAMBINO THEODORE A & ERIN	273.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
SONORA TRAIL PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50505

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
079-040-072	REYNOLDS MARVIN K & ANNA MARIE	273.00
079-040-081	POMEROY PATRICK C & LOLITA V	273.00
079-040-087	FOX DANNY C	273.00
079-040-083	STALEY JAMES A & KATIE L	273.00
079-040-086	WALKER STEPHANIE & CHARLES	273.00
	TOTAL CHARGES	11,467.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
SQUAW CARPET FIRE ACCESS ROAD PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50547

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
703-330-015	UNDERWOOD FAMILY TRUST	170.00
703-330-017	FRANK SUSAN M	170.00
703-330-016	CAMPANA ERIC P & CARRIE L	170.00
703-340-002	LIPPNER ROBERT & CHERYL	170.00
	TOTAL CHARGES	680.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
SQUAW CARPET FIRE ACCESS NO 2 PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50580

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
703-330-018	WESTERMAN GARY W & LINDA W	170.00
703-330-019	HUSTON TIMOTHY J & HUSTON KELLY A	170.00
703-330-020	HUSTON KENNETH E & BETTY J	170.00
	TOTAL CHARGES	510.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
STERLING RANCH PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50570

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
704-380-001	STERLING RANCH ESTATES LLC	440.00
704-380-002	STERLING RANCH ESTATES LLC	440.00
704-380-003	WYANT FAMILY 2017 TRUST	440.00
704-380-004	STERLING RANCH ESTATES LLC	440.00
704-380-005	STERLING RANCH ESTATES LLC	440.00
704-380-006	STERLING RANCH ESTATES LLC	440.00
704-380-007	STERLING RANCH ESTATES LLC	440.00
704-380-008	STERLING RANCH ESTATES LLC	440.00
	TOTAL CHARGES	3,520.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
STILLWATER RANCH PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50568

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
111-280-001	SHUFELBERGER ALBERT L	320.00
111-280-002	COKER LLOYD L & KATHLEEN J	320.00
111-280-003	SHUFELBERGER ALBERT L 1998 TURST	320.00
111-280-004	SHUFELBERGER ALBERT L	320.00
111-280-005	SHUFELBERGER ALBERT L TR	320.00
111-280-006	BRYER BRENT A & KATHRINE M REV TRUST 2004	320.00
111-280-007	BLUM FRANK B JR & NIKKI L	320.00
111-280-008	DURALIA GREGG L & LEANNE S TR	320.00
111-280-009	DURALIA GREGG L & LEANNE S TR	320.00
111-280-015	DURALIA FAMILY TRUST	320.00
	TOTAL CHARGES	3,200.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
STILLWATER RANCH PRD NO. 2  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50592

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
111-290-002	STILLWATER PROPERTIES	1,636.00
111-290-003	STILLWATER PROPERTIES	1,636.00
111-290-004	RANDHAWA JAGDEEP & DALJIT	1,636.00
111-290-005	WAHLUND DREW & JAMIE	1,636.00
111-290-006	BLUM FRANK B JR & NIKKI	1,636.00
111-290-007	STILLWATER PROPERTIES	1,636.00
111-290-008	STILLWATER PROPERTIES	1,636.00
111-290-009	STILLWATER PROPERTIES	1,636.00
111-290-010	HOKE 2014 TRUST	1,636.00
	TOTAL CHARGES	14,724.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
TERRI LEE TERRACE EFER PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50575

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
306-330-069	SALSETH KURT W & DEBORAH L	616.00
306-330-071	VANDIVER CORRI L	616.00
	TOTAL CHARGES	1,232.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 TIMBER RIDGE PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50559

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
028-560-001	PASTERNAK FAMILY TRUST	175.00
028-560-002	REINER RUSSELL P TR	175.00
028-560-003	PASTERNAK FAMILY TRUST	175.00
028-560-004	PASTERNAK FAMILY TRUST	175.00
028-560-005	REINER RUSSELL P TR	175.00
028-560-006	PASTERNAK FAMILY TRUST	175.00
028-560-007	GILMORE DAVID E REVOCABLE TRUST	175.00
028-560-008	REINER RUSSELL P TR	175.00
028-560-009	REINER RUSSELL P TR	175.00
028-560-010	GILMORE DAVID E REVOCABLE TRUST	175.00
028-560-011	GILMORE DAVID E REVOCABLE TRUST	175.00
028-560-012	REINER RUSSELL P TR	175.00
028-560-013	REINER RUSSELL P TR	175.00
028-560-014	GILMORE DAVID E REVOCABLE TRUST	175.00
028-560-015	REINER RUSSELL P TR	175.00
028-560-016	PASTERNAK FAMILY TRUST	175.00
028-560-017	REINER RUSSELL P TR	175.00
028-560-018	REINER RUSSELL P TR	175.00
028-560-019	GILMORE DAVID E REVOCABLE TRUST	175.00
028-560-020	REINER RUSSELL P TR	175.00
	TOTAL CHARGES	3,500.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
TUDOR OAKS ACRES PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50593

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
059-500-001-000	BRANNON FAMILY TRUST	446.00
059-500-002-000	BRANNON FAMILY TRUST	446.00
059-500-003-000	BRANNON FAMILY TRUST	446.00
059-500-004-000	BRANNON FAMILY TRUST	446.00
059-500-005-000	BRANNON FAMILY TRUST	446.00
059-500-006-000	BRANNON FAMILY TRUST	446.00
059-500-007-000	BRANNON FAMILY TRUST	446.00
059-500-008-000	BRANNON FAMILY TRUST	446.00
059-500-009-000	BRANNON FAMILY TRUST	446.00
059-500-010-000	BRANNON FAMILY TRUST	446.00
	TOTAL CHARGES	4,460.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 VALPARAISO WAY PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50526

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
204-190-020	FREILICH MELISSA MAY & JACOB LOUIS	180.00
204-190-021	HICKS DIANE E & GREGORY BRIAN	180.00
204-190-022	ZEDONIS PAUL A & ROBIN	180.00
204-190-023	EDWARDS DAVID L REVOCABLE TRUST 2008	180.00
204-190-024	URTESI TRUST 2014 ETAL	180.00
204-190-045	BECHARD DAVID & MARGARET	180.00
204-650-007	ROYSE TODD J & DIEDRE L	180.00
204-650-008	EDHOLM THOMAS & NATALIE	180.00
204-190-027	FLAKE MATTHEW & BROOKE	180.00
204-190-028	GIOVANNETTI WILLIAM A & MARGARET R	180.00
204-190-029	PURCELL JOSEPH PATRICK ETAL	180.00
204-190-046	SILVA FAMILY REVOCABLE TRUST 2007	180.00
204-190-073	HAWKINS ROBIN L	180.00
204-190-038	LATTEN WAYNE F & BETSY TRUST 2014	180.00
204-190-039	SCHEPPS DONALD E & SUSAN G TR	180.00
204-190-049	GARDNER RYAN CLARK & JENNY CAROLINA	180.00
204-190-074	LUTZ BRUCE	180.00
204-190-071	LUTZ BRUCE	180.00
	TOTAL CHARGES	3,240.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 VICTORIA HIGHLANDS ESTATES PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50530

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
204-050-042	STEVENS EUGENE W	180.00
204-050-041	SILVA JESUS M	180.00
204-050-043	SUDBERY DONALD W & KERI M TR	180.00
204-050-021	BATTLE FAMILY REVOCABLE TRUST	180.00
204-050-022	THOMAS JAMES E & BARBARA L TR	180.00
204-050-046	KIMPLE KEVIN ANDREW & WIGGINS-KIMPLE SHERI DEE	180.00
204-050-050	WATSON CATHERINE A TRUST	180.00
204-050-051	RIEDEL JOACHIM & KATHLEEN B TR	180.00
204-050-026	WONG JEFFERY ET AL	180.00
204-050-027	KRAMER JAMES E & FORTIN MARIE L	180.00
204-050-028	RADMILOVICH WAYNE N	180.00
204-050-029	DRAKE 2014 TRUST	180.00
204-050-030	HUGHES GARY G & JANET C	180.00
204-050-054	PARKER RONALD & MARIANNE	180.00
204-050-052	BUNTON HEATH G & KAREN E	180.00
204-050-033	ANDERSEN LIVING TRUST	180.00
204-050-034	WEIRICH JUSTIN RHEA	180.00
	TOTAL CHARGES	3,060.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 VILLAGE GREEN PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50564

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
051-240-026	VERDE VALE LLC	170.00
051-240-027	VERDE VALE LLC	170.00
051-240-028	VERDE VALE LLC	170.00
051-240-029	VERDE VALE LLC	170.00
051-240-030	VERDE VALE LLC	170.00
051-240-031	VERDE VALE LLC	170.00
051-240-032	VERDE VALE LLC	170.00
051-240-033	VERDE VALE LLC	170.00
051-240-034	VERDE VALE LLC	170.00
051-240-035	VERDE VALE LLC	170.00
051-240-036	VERDE VALE LLC	170.00
051-240-037	VERDE VALE LLC	170.00
051-240-038	VERDE VALE LLC	170.00
051-240-039	VERDE VALE LLC	170.00
051-240-040	VERDE VALE LLC	170.00
051-240-041	VERDE VALE LLC	170.00
	TOTAL CHARGES	2,720.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
WATERLEAF ESTATES PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50571

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
094-630-001	JAMES REYNOLDS LTD	455.00
094-630-002	JAMES REYNOLDS LTD	455.00
094-630-003	JAMES REYNOLDS LTD	455.00
094-630-004	JAMES REYNOLDS LTD	455.00
094-630-005	JAMES REYNOLDS LTD	455.00
094-630-006	JAMES REYNOLDS LTD	455.00
094-630-007	JAMES REYNOLDS LTD	455.00
094-630-008	JAMES REYNOLDS LTD	455.00
094-630-009	JAMES REYNOLDS LTD	455.00
094-630-010	JAMES REYNOLDS LTD	455.00
094-630-011	JAMES REYNOLDS LTD	455.00
	TOTAL CHARGES	5,005.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
WESTVIEW ROAD EFER PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50576

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
704-390-004	GODDARD PAUL C & MI CHWA CHA	344.00
704-390-003	GODDARD PAUL C & MI CHWA CHA	344.00
704-390-001	GODDARD PAUL C & MI CHWA CHA	344.00
704-390-002	GODDARD PAUL C & MI CHWA CHA	344.00
	TOTAL CHARGES	1,376.00

BOARD OF SUPERVISORS REGULAR MEETING - July 17, 2018  
EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
WHITE OAK MANOR PRD  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50574

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
093-360-010	KENNING PROPERTIES INC	428.00
093-360-002	KENNING PROPERTIES INC	428.00
093-360-003	KENNING PROPERTIES INC	428.00
093-360-004	KENNING PROPERTIES INC	428.00
093-360-005	KENNING PROPERTIES INC	428.00
093-360-006	KENNING PROPERTIES INC	428.00
093-360-007	SIMPSON JEROLD D	428.00
093-360-008	KENNING PROPERTIES INC	428.00
	TOTAL CHARGES	3,424.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 WISTERIA ESTATES PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50562

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
090-500-019	MUSE FAMILY TRUST	530.00
090-500-002	MUSE FAMILY TRUST	530.00
090-500-003	MUSE FAMILY TRUST	530.00
090-500-004	GILES MICHAEL R & STACY S	530.00
090-500-005	PAUL BUNYAN INVESTMENTS LLC	530.00
090-500-015	HUTCHINS ROBERT L & CATHY J	530.00
090-500-006	MPI EQUIPMENT INC 401K PROFIT SHARING	530.00
090-500-007	MPI EQUIPMENT INC 401K PROFIT SHARING	530.00
090-500-008	PAUL BUNYAN INVESTMENTS LLC	530.00
090-500-009	PAUL BUNYAN INVESTMENTS LLC	530.00
090-500-010	PAUL BUNYAN INVESTMENTS LLC	530.00
090-500-011	PAUL BUNYAN INVESTMENTS LLC	530.00
090-500-012	PAUL BUNYAN INVESTMENTS LLC	530.00
090-370-016	PAUL BUNYAN INVESTMENTS LLC	530.00
090-510-001	PAUL BUNYAN INVESTMENTS LLC	530.00
090-510-002	PAUL BUNYAN INVESTMENTS LLC	530.00
090-510-003	PAUL BUNYAN INVESTMENTS LLC	530.00
090-510-004	PAUL BUNYAN INVESTMENTS LLC	530.00
090-510-005	PAUL BUNYAN INVESTMENTS LLC	530.00
	TOTAL CHARGES	10,070.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 WOGGON LANE PRD  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50545

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
114-170-016	DREWEK TRAVIS MICHAEL & JAMES HANNAH MAY	503.78
114-180-017	DEFOREST DAN III & KIM	706.08
114-180-019	GULLEDGE KATHLEEN KAY TRUST	531.30
114-180-020	LYON BETTY L TR	547.10
114-180-023	3MP PROPERTIES LLC	562.92
114-190-016	SAELAW SAMANTHA	782.16
114-190-018	PRESTRIDGE BILL & GLADYS	787.48
114-190-019	SAELAW SAMANTHA	682.28
114-200-005	WAITE CHRISTINE ROSSI & WALTER R	655.98
114-200-006	HUGHES WALTER S & LINDA A TR	881.88
114-200-008	QUIBELL JAMES R & SUZANNE	698.74
114-200-009	KERSEY JOHN ALLEN LIVING TRUST	762.40
114-200-010	ZEPEZA JUAN JOSE & MONICA LIZETTE PADILLA	884.40
114-260-022	SERNA MARIA	734.00
114-300-004	4155 OASIS ROAD LLC	639.62
114-300-007	4155 OASIS ROAD LLC	632.94
114-300-047	OGDEN PAUL C TRUSTEE	2,335.18
	TOTAL CHARGES	13,328.24

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Scheduled Hearings - Public Works-7.

**SUBJECT:**

Waste Collection and Transfer Station Rate Adjustment Hearing

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Take the following actions on behalf of Burney Disposal, Inc.: (1) Conduct a public hearing to consider increasing the monthly residential and commercial waste collection and transfer station disposal rates and monthly waste collection fuel surcharge for the period August 1, 2018 through June 30, 2019, and approve a methodology for future rate and surcharge adjustments to be effective annually each July 1 for the period July 1, 2019, through July 1, 2023; (2) close the public hearing; (3) direct the Clerk of the Board to tabulate written protests from property owners and tenants; and (4) in the absence of a majority protest, adopt a resolution which authorizes the proposed rate increases and approves the methodology for future rate adjustments.

**SUMMARY**

Annual waste collection and transfer station rate adjustments are proposed for Burney Disposal, Inc.

**DISCUSSION**

Waste collection services in the unincorporated areas are provided through franchise agreements. On June 24, 2014, the County entered into a ten-year franchise agreement with Burney Disposal, Inc. (Burney), retroactively effective July 1, 2013. They shall provide waste collection services and operate two transfer stations in the Intermountain area. Rates are adjusted annually based upon the Consumer Price Index (CPI) and changes in hauling and disposal costs. Rate increases are subject to Articles XIIIC and XIID of the California Constitution and Government Code sections 53750 et seq. On June 25, 2013, the Board approved annual rate adjustments through July 1, 2017. On June 1, 2018, a notice of proposed rate adjustment (attached) was mailed to Burney customers. Rates from August 1, 2018 through June 30, 2019 have been calculated per the franchise agreement. Future annual rate adjustments are proposed to be applied each July 1 from July 1, 2019 through July 1, 2023, using the same methodology.

**ALTERNATIVES**

The Board may decline to approve rate adjustments. This would breach the franchise agreement.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the resolution as to form. The County Administrative Office has reviewed this recommendation.

**FINANCING**

Waste collection services are fee supported subject to the Proposition 218 process. Adequate funds to administer the process were included in the Adopted FY 2018/19 Solid Waste budget. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Proposition 218 Public Hearing Notice	6/29/2018	Proposition 218 Public Hearing Notice
Burney Disposal Rate Adjustment Resolution (Exhibit A)	6/29/2018	Burney Disposal Rate Adjustment Resolution (Exhibit A)
Burney Disposal Rate Adjustment Resolution (Exhibit B)	7/6/2018	Burney Disposal Rate Adjustment Resolution (Exhibit B)
Buney Disposal Rate Adjusment Resolution	7/10/2018	Buney Disposal Rate Adjusment Resolution



## SOLID WASTE SERVICE RATE INCREASE NOTICE OF PROPOSED REFUSE COLLECTION RATE INCREASE

### TO AFFECTED PROPERTY OWNER:

You are hereby notified that the Board of Supervisors of the County of Shasta will be considering a refuse collection rate increase for Burney Disposal, Inc. and a methodology for rate increases for the next five years. This rate increase is to cover operation expenses in the delivery of refuse collection service to properties in the Burney/Fall River area of the unincorporated area of Shasta County in accordance with contractual obligations set forth in the agreement between the County of Shasta and Burney Disposal, Inc.

### THE PROPOSED RATES ARE LISTED BELOW:

#### RESIDENTIAL SERVICE

Service Level	Current Base Rate	Effective August 1, 2018 through June 30, 2019 Maximum Allowable Base Rate	Effective August 1, 2018 through June 30, 2019 Maximum Allowable Fuel Surcharge (7.78%)	Effective August 1, 2018 through June 30, 2019 Maximum Total Rate (Base Rate + Maximum Fuel Surcharge)
96 gallon service	\$30.74	\$31.26	\$2.43	\$33.69
Additional can	4.36	4.43	NA	4.43
Yellow Tag Service	6.28	6.38	0.50	6.88

#### COMMERCIAL SERVICE

Service Level	Current Base Rate	Effective August 1, 2018 through June 30, 2019 Maximum Allowable Rate	Effective August 1, 2018 through June 30, 2019 Maximum Allowable Fuel Surcharge (7.78%)	Effective August 1, 2018 through June 30, 2019 Maximum Total Rate (Base Rate + Maximum Fuel Surcharge)
1 cubic yard, 1 time/week	\$116.97	\$118.96	\$9.26	\$128.22
1 cubic yard, 2 times/week	234.00	237.98	18.51	256.49
1.5 cubic yards, 1 time/week	181.72	184.81	14.38	199.19
1.5 cubic yards, 2 times/week	301.26	306.39	23.84	330.23
2 cubic yards, 1 time/week	217.30	221.00	17.19	238.19
2 cubic yards, 2 times/week	384.92	391.47	30.46	421.93
2 cubic yards, 3 times/week	552.47	561.87	43.71	605.58
3 cubic yards, 1 time/week	280.42	285.19	22.19	307.38
3 cubic yards, 2 times/week	498.46	506.94	39.44	546.38
3 cubic yards, 3 times/week	658.62	669.83	52.11	721.94
3 cubic yards, 4 times/week	773.04	786.20	61.17	847.37
3 cubic yards, 5 times/week	937.29	953.24	74.16	1,027.40
3 cubic yards, 6 times/week	1,101.53	1,120.28	87.16	1,207.44
4 cubic yards, 1 time/week	368.29	374.56	29.14	403.70
4 cubic yards, 2 times/week	620.31	630.87	49.08	679.95
4 cubic yards, 3 times/week	832.60	846.77	65.88	912.65
4 cubic yards, 4 times/week	1,124.81	1,143.95	89.00	1,232.95
4 cubic yards, 5 times/week	1,335.45	1,358.18	105.67	1,463.85
4 cubic yards, 6 times/week	1,587.60	1,614.62	125.62	1,740.24
6 cubic yards, 1 time/week	461.17	469.02	36.49	505.51
6 cubic yards, 2 times/week	756.46	769.33	59.85	829.18
6 cubic yards, 3 times/week	1,051.63	1,069.53	83.21	1,152.74
6 cubic yards, 4 times/week	1,346.90	1,369.82	106.57	1,476.39
6 cubic yards, 5 times/week	1,642.15	1,670.10	129.93	1,800.03
6 cubic yards, 6 times/week	1,937.34	1,970.31	153.29	2,123.60
10 cubic yards, 1 time/week	609.61	619.98	48.23	668.21
10 cubic yards, 2 times/week	1,011.79	1,029.01	80.06	1,109.07
10 cubic yards, 3 times/week	1,413.96	1,438.02	111.88	1,549.90
10 cubic yards, 4 times/week	1,816.14	1,847.05	143.70	1,990.75
10 cubic yards, 5 times/week	2,218.31	2,256.06	175.52	2,431.58
10 cubic yards, 6 times/week	2,620.49	2,665.09	207.34	2,872.43



**RESIDENTIAL AND COMMERCIAL VARIABLE FUEL SURCHARGE**

California Diesel (On-Highway) Fuel Price *		Current Fuel Surcharge (% Of Base Rate)	Effective August 1, 2018 Proposed Fuel Surcharge (% of Base Rate)
<i>From</i>	<i>To</i>		
\$0.01	\$2.85	0.00%	0.00%
2.86	2.95	0.00	0.02
2.96	3.05	0.00	0.23
3.06	3.15	0.05	0.44
3.16	3.25	0.26	0.65
3.26	3.35	0.47	0.86
3.36	3.45	0.68	1.07
3.46	3.55	0.89	1.28
3.56	3.65	1.10	1.49
3.66	3.75	1.31	1.70
3.76	3.85	1.52	1.91
3.86	3.95	1.73	2.11
3.96	4.05	1.94	2.32
4.06	4.15	2.15	2.53
4.16	4.25	2.36	2.74
4.26	4.35	2.57	2.95
4.36	4.45	2.78	3.16
4.46	4.55	2.98	3.37
4.56	4.65	3.19	3.58
4.66	4.75	3.40	3.79
4.76	4.85	3.61	4.00
4.86	4.95	3.82	4.21
4.96	5.05	4.03	4.42
5.06	5.15	4.24	4.63
5.16	5.25	4.45	4.84
5.26	5.35	4.66	5.05
5.36	5.45	4.87	5.26
5.46	5.55	5.08	5.47
5.56	5.65	5.29	5.68
5.66	5.75	5.50	5.89
5.76	5.85	5.71	6.10
5.86	5.95	5.92	6.31
5.96	6.05	6.13	6.52
6.06	6.15	6.34	6.73
6.16	6.25	6.55	6.94
6.26	6.35	6.76	7.15
6.36	6.45	6.97	7.36
6.46	6.55	7.18	7.57
6.56	6.65	7.39	7.78

\*Variable - obtained monthly from the U.S. Energy Information Administration

**DROP BOXES**

Service Level	Current Rate	Effective August 1, 2018 through June 30, 2019 Maximum Allowable Rate
16 yard drop box per collection	\$494.78	\$503.20
20 yard drop box per collection	573.60	583.36
30 yard drop box per collection	715.81	727.99
40 yard drop box per collection	831.57	845.72
50 yard drop box per collection	1,084.13	1,102.58
Trash Compaction	30.76	31.28
32 gal Can	22.25	22.63
Box Rental (over 14 days)	7.67	7.79

**TRANSFER SITES**

<b>Service Level</b>	<b>Current Rate</b>	<b>Effective August 1, 2018 through June 30, 2019 Maximum Allowable Rate</b>
<b>Up to 2 Cans</b>	<b>\$13.98</b>	<b>\$14.22</b>
<b>Additional Can or Bag</b>	<b>3.78</b>	<b>3.84</b>
<b>Pickups</b>	<b>27.34</b>	<b>27.81</b>
<b>1 ton Truck</b>	<b>49.49</b>	<b>50.33</b>
<b>1 ½ Ton Truck (Non-Compacted)</b>	<b>59.44</b>	<b>60.45</b>
<b>Additional Foot in Height</b>	<b>7.56</b>	<b>7.69</b>
<b>Car/Pickup Tires (up to 10")</b>	<b>5.84</b>	<b>5.94</b>
<b>Truck tires (over 10")</b>	<b>9.08</b>	<b>9.23</b>
<b>Equipment Tires</b>	<b>36.27</b>	<b>36.89</b>
<b>Demolition: 1 ton Truck</b>	<b>81.92</b>	<b>83.31</b>
<b>Pickup</b>	<b>54.74</b>	<b>55.67</b>
<b>Weighed Waste Per Ton</b>	<b>81.92</b>	<b>83.31</b>

The County of Shasta provides garbage collection services in the unincorporated areas through franchise agreements. Burney Disposal, Inc. provides both commercial and residential services in the Intermountain area, and maintains transfer stations at Burney and Fall River Mills.

The agreement between the County of Shasta and Burney Disposal, Inc. includes a provision for an annual rate adjustment. Each July 1st, the rates may be adjusted by Burney Disposal, Inc. up to a maximum of 100% of the percentage change in the Consumer Price Index U.S. City average ("CPI") for the twelve-month period ending the preceding December. In addition to this rate adjustment, the Contractor may adjust its rates for increases in tipping charges at the disposal site and haul costs from the Burney Transfer Station to the landfill when those increases are greater than the increase in the CPI. The Contractor is also permitted to charge a monthly fuel surcharge for residential and commercial waste collection services. The fuel surcharge is variable on a monthly basis and is based on the most current monthly California On-Highway Diesel Fuel Price as reported by the United States Energy Information Administration.

Effective August 1, 2018 through July 1, 2023, following a public hearing by the Board of Supervisors of the County of Shasta, rates for all adjustments may not exceed 8% a year, unless otherwise approved by the Board of Supervisors of the County of Shasta after a hearing in compliance with all applicable laws. Provided, however, that if the increased rate adjustments allowable exceeds 8%, the difference between the actual percentage increase in CPI and the allowable increase in rates in percentage terms may be carried forward to future years provide however that each year's increase is subject to the maximum 8% increase. Any increase in rates for any other reason shall not be imposed unless the increase is approved by the Board of Supervisors in accordance with all applicable laws.

A copy of the agreement between the County of Shasta and Burney Disposal, Inc. which sets forth the rates allowed to be charged and the basis for rate increases can be reviewed at Shasta County Department of Public Works, 1855 Placer Street, Redding, California 96001.

**PROTEST INFORMATION:**

The Board of Supervisors of the County of Shasta will consider the proposed garbage collection rate increase at a public hearing at 9 a.m., or as soon thereafter as can be heard, on July 17, 2018, at the Board of Supervisors Chambers located at 1450 Court Street, Redding, California. Under State law, if you are the owner of record of, or a tenant at, a parcel or parcels subject to the proposed rate changes, you may submit a protest against the proposed rate changes by filing a written protest with the Clerk of the Board at or before the time set for the public hearing. Only one protest per parcel will be counted. If there is no majority protest the Board will consider and may adopt the increased service rate. A majority protest exists if written protests against the proposed rate increase are presented by a majority of the affected parcels.

A written protest must contain a description of the parcel or parcels in which the party signing the protest has an interest, sufficient to identify the parcel(s). If the party signing the protest is not shown on the last equalized assessment role of Shasta County as the owner of the parcel(s), the protest must contain or be accompanied by written evidence that such party is the owner of the parcel(s) or is a tenant on the parcel(s). Written protests regarding the proposed rate changes may be mailed to: County of Shasta, Clerk of the Board, 1450 Court Street, Suite 308B, Redding, California 96001. Written protests may also be personally delivered to the Clerk of the Board at this address. To be valid, a protest must be in writing and received by the Clerk of the Board at or before the time of the protest hearing.

**SOLID WASTE COLLECTION AGREEMENT  
BETWEEN  
THE COUNTY OF SHASTA AND  
BURNEY DISPOSAL, INC.**

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**SOLID WASTE COLLECTION AGREEMENT  
BETWEEN  
THE COUNTY OF SHASTA AND  
BURNEY DISPOSAL, INC., A CALIFORNIA CORPORATION**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California through the Department of Public Works ("County"), and Burney Disposal, Inc., a California corporation ("Contractor") for the purpose of collection, transportation and disposal of Residential Solid Waste, Commercial Solid Waste, Green Waste and recovery of Recyclables, as well as the operation of Transfer Stations in Burney and Fall River Mills.

Recitals

**WHEREAS**, the Public Resources Code permits the Board of Supervisors of the County of Shasta to award an exclusive franchise for the collection of solid waste; and

**WHEREAS**, the Board of Supervisors of the County of Shasta has found and determined that the public health, safety and welfare will be promoted and protected by awarding an exclusive franchise for the collection of solid waste; and

**WHEREAS**, the Board of Supervisors authorized the execution of this agreement on June 4, 2013; and

**WHEREAS**, the execution and delivery of this franchise by the County has been duly authorized by all necessary legal actions.

**Section 1      DEFINITIONS.**

- A.     **BOARD:** Board of Supervisors of the County of Shasta.
- B.     **COLLECTION:** The act of collecting Residential Solid Waste and Commercial Solid Waste at the place of generation and transporting it to the Disposal Site or of collecting or receiving Residential Solid Waste and Commercial Solid Waste at a Transfer Station and transporting it to the Disposal Site. The act of receiving Recyclables at a Transfer Station and conveying them to a processing facility. The act of receiving Green Waste at a Transfer Station and either processing it onsite or conveying it to a processing facility.
- C.     **COLLECTION AREA:** The area of Shasta County delineated as Area 1 in the *Collection Area Map*, attached and incorporated herein as Exhibit E, in which Contractor has the exclusive right to provide collection.
- D.     **COMMERCIAL SOLID WASTE:** Solid Waste generated by stores, offices, multi-family residence dwellings with five (5) or more units, and other

commercial sources, excluding Residential Solid Waste and Industrial Solid Waste.

- E. **DESIGNATED WASTE:** Waste material defined as “designated” by California Water Code § 13173 as it may be amended from time to time.
- F. **DIRECTOR:** Shasta County Public Works Director.
- G. **DISPOSAL SITE:** The West Central Landfill or such other site as the Director may designate.
- H. **EXTRAORDINARY CIRCUMSTANCE:** A circumstance giving rise to an expense or savings a reasonable Contractor would not have anticipated and which is significant when compared to the gross revenues Contractor realizes pursuant to this agreement. The need to repair or replace equipment and fluctuations in labor, fuel or equipment costs are not Extraordinary Circumstances. Changes in local, state or federal laws, rules or regulations occurring after the effective date of this agreement for which compliance requires an expense constituting 4% of gross revenues Contractor realizes pursuant to this agreement shall constitute an Extraordinary Circumstance.
- I. **FORCE MAJEURE:** Any act, event or condition beyond the reasonable control of a party and not the result of willful or negligent action or inaction of that party (other than the contesting in good faith or the failure in good faith to contest that action or inaction), which materially and adversely affects the ability of either party to perform any obligation under this agreement, including:
  - 1. an act of God including landslide, lightning, earthquake, fire, flood, storms, explosion, sabotage, acts of a public enemy, war, blockade or insurrection, riot or civil disturbance, whether of the kind enumerated or otherwise; and
  - 2. the failure of any appropriate federal, state, city, or local public agency or private utility having operational jurisdiction in the area in which service assets comprised of realty, including maintenance and administrative facilities, are located, to provide and maintain utilities, services, water, sewer or power transmission lines thereto.
- J. **GREEN WASTE:** Vegetative landscaping-type solid wastes generated at premises that are primarily dwelling units in structures of four (4) units or less.
- K. **INDUSTRIAL SOLID WASTE:** Solid Waste that results from industrial processes and manufacturing operations.
- L. **PRIVATE DRIVEWAY:** A road or other vehicular passageway not open to the general public.

- M. **RECYCLABLES:** Solid Waste materials which have been segregated from Residential Solid Waste and Commercial Solid Wastes for the purpose of being returned to the economic mainstream in the form of raw material for new, reused, or reconstituted products.
- N. **RESIDENTIAL SOLID WASTE:** Solid Waste generated by accounts that are primarily dwelling units in structures of four (4) units or less.
- O. **SOLID WASTE:** "Solid Waste" as defined in California Public Resources Code § 40191, as it may be amended from time to time, that can be disposed of in Class III landfills. The term "Solid Waste" as used herein does not include hazardous waste, Designated Waste or contaminants which might be injurious to personnel engaged in solid waste handling, including, but not limited to, infectious waste, acids, explosives, radioactive materials and septic tank pumpings; nor shall it include any materials that are, or in the future may be, prohibited from dumping by the regulations of the California Regional Water Quality Control Board, Central Valley Region, or by any other public agency, or by operation of law.
- P. **TRANSFER STATION:** Facility for public delivery of Green Waste (Burney Transfer Station only), Solid Waste and Recyclables.
- Q. **TRANSFER STATION SITE:** That portion of the parcel containing a Transfer Station inside of the innermost Transfer Station perimeter fencing.

**Section 2      SCOPE OF WORK.**

- A. Subject to the terms and conditions set forth in the agreement, Contractor shall have the exclusive duty, right and privilege to collect and dispose of all Residential Solid Waste and Commercial Solid Waste within the collection area shown as Area 1 in Exhibit E for the rates set forth in the *Fee Schedule for Residential and Commercial Collections* attached and incorporated herein as Exhibit A, the *Fee Schedule for Burney and Fall River Mills Transfer Stations* attached and incorporated herein as Exhibit B.
- B. Contractor shall not be required to provide collection services to those areas within Area 1 in Exhibit E designated as "SERVED BY TRANSFER STATION."
- C. Collection shall be provided to any customer who requests service and is located on a road that is passable in a safe manner year round to regular collection vehicles. However, Contractor shall not be required to walk more than 50 feet from the roadside nor drive on a private driveway to provide collection service.
- D. Customers who are on roads impassable to collection vehicles shall be provided service if they leave their collection containers at the nearest passable road.

- E. Contractor shall operate Transfer Stations as provided in Section 26 and charge rates as shown on Exhibit B of this agreement, attached and incorporated herein subject to adjustment as provided in this agreement.
- F. Contractor shall be responsible for all billing and collections for services provided in accordance with this agreement.
- G. Contractor shall provide services for free disposal events as provided in Section 27.
- H. Contractor shall comply with all laws and regulations applicable to Contractor's operations.
- I. Nothing in this agreement shall be construed to require any person or entity to request and receive service from Contractor.

**Section 3      COMPENSATION.**

- A. As compensation for the grant of an exclusive right to collect and dispose of all Residential Solid Waste and Commercial Solid Waste as set forth in this agreement and for other consideration provided herein, Contractor shall provide service in accordance with the terms of this agreement.
- B. Contractor shall be compensated by rates charged to customers. No compensation shall be provided by County.
- C. Except for industrial Solid Waste and governmental accounts, Contractor shall charge only such rates and fees as are set forth in Exhibits A, B and D or as are subsequently set pursuant to Section 19 or as approved by resolution of the Board in accordance with Section 8.32.080 of the Shasta County Ordinance Code. For Industrial Solid Waste and government accounts, Contractor and the customer may agree on the rate and fee to be charged. No other rate or charge of any type may be charged for services described herein, except as provided in subdivision D of this section.
- D. Nothing herein, however, shall prevent Contractor from charging less than the maximum charges allowed by this agreement, nor from charging for services not provided for in this agreement. Contractor shall submit for review any offer to provide service that is not provided for in this agreement. If the Director, in his or her sole discretion, determines that the service to be offered is already included in the services to be provided by Contractor pursuant to the agreement, the Director shall notify the Contractor in writing and Contractor shall not initiate a new charge for the service. Contractor may appeal the Director's determination to County's Chief Executive Officer by submitting, within ten days of the date of the Director's determination, a written appeal detailing all bases for the appeal. The decision of County's Chief Executive Officer regarding the appeal shall be final and conclusive. If services offered are not provided for in this agreement,



Contractor may offer those services but shall not make those services mandatory nor shall contracting for those services be made a condition of receiving the services provided for in this agreement.

**Section 4      COUNTY FRANCHISE FEE.**

- A. Contractor shall compensate County as follows:
  - 1. As consideration and compensation for the grant of an exclusive franchise for collections as described in this agreement, Contractor shall pay annually to County three percent (3%) of Contractor's gross revenue received from the collections authorized by this agreement.
  - 2. All compensation provided for by subdivision A. of this section shall be paid by August 1<sup>st</sup> each year for the preceding County fiscal year ending June 30<sup>th</sup>.
- B. A penalty in the amount of five percent (5%) of the sum remaining due under this section shall be assessed against Contractor if the sums due are not transmitted to County within thirty (30) days of the date the amount first became due. Thereafter, a penalty in the amount of one percent (1.0%) of the sum remaining due shall be assessed for each succeeding month thereafter until the delinquent balance is paid in full.
- C. All payments due from Contractor to County shall be paid to County at the address provided in Section 43 of this agreement.

**Section 5      TERM OF AGREEMENT.**

This agreement shall commence on July 1, 2013, and shall end on July 1, 2023.

**Section 6      TERMINATION OF AGREEMENT.**

- A. Except as otherwise specifically provided in this agreement, if, other than due to an event of Force Majeure, Contractor fails to perform its duties under this agreement, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, County shall set forth the deficiencies in performance and/or violations of this agreement in writing and Contractor shall have sixty (60) days to cure the deficiencies or violations, or, if the failure, violation, breach or default cannot reasonably be cured within such period, and if diligent efforts to cure promptly commence, then the cure period shall continue as long as such diligent efforts to cure continue, but not beyond a period of 120 calendar days.

- B. County may terminate this agreement if Contractor has not corrected all deficiencies and/or violations of the agreement, to County's satisfaction within the applicable period provided in subdivision A. of this section.
- C. All terms and conditions of this agreement are material and the breach of any term or condition by Contractor, unless directly caused by an event of Force Majeure, may, in County's discretion, be considered a substantial and material breach rendering Contractor in default.
- D. The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**Section 7      RESIDENTIAL ACCOUNTS.**

- A. Residential accounts shall be responsible to provide their own Solid Waste containers in sufficient number to accommodate the amount of Solid Waste intended for collection. Such containers shall be constructed of metal, hard rubber or plastic, and shall have handles and covers. The individual containers shall have a capacity of not less than 20 nor more than 32 gallons and shall weigh, when loaded, not more than 50 pounds. Heavy duty plastic bags of the type especially manufactured for waste collection and trash compactor type bags may also be used provided they are securely tied, not perforated or split, and the bag and its contents do not weigh more than 50 pounds.
- B. Contractor shall immediately pick up and properly dispose of Solid Waste spilled during its collection activities.

**Section 8      RESIDENTIAL SOLID WASTE NOT SUITABLE FOR CONTAINER.**

In addition to Residential Solid Waste placed in a Solid Waste container, as described above, Contractor shall collect on an occasional basis any Residential Solid Waste that is placed for collection in the same manner and at the same places as designated for containers, provided such Residential Solid Waste is not heavier than thirty-five (35) pounds and, if composed of loose material, is placed in a 55-gallon (or smaller) bag. However, the service provided for in this section shall be limited to no more than four occasions per year per customer.

**Section 9      COMMERCIAL ACCOUNTS.**

- A. Contractor shall supply commercial accounts with a Commercial Solid Waste container. All Commercial Solid Waste containers shall be owned by Contractor and shall be provided at no cost other than the Collection rates charged.
- B. All Commercial Solid Waste containers shall be of sturdy construction, be leak proof, have covers and be kept in good repair.

- C. Contractor shall immediately pick up and properly dispose of Solid Waste spilled during its collection activities.

**Section 10 FREQUENCY OF COLLECTION.**

- A. Except as provided in Section 12 of this agreement, Residential Solid Waste shall be collected according to the following schedules for each residential account, where such services are requested and contracted for:
  - 1. Solid Waste shall be collected at least once during each calendar week.
  - 2. The normal schedule of collections shall be arranged so that the collection at any premise will be made on the same day of the week in each succeeding week, and shall occur on a weekday (i.e., Monday to Friday, inclusive).
- B. Except as provided in Section 12 of this agreement, Commercial Solid Waste collection frequency shall, where such services were requested and contracted, be in accordance with an agreement between the business and Contractor and shall be of a frequency as to prevent a health hazard.

**Section 11 INCLEMENT WEATHER.**

In the event of inclement or severe weather that makes it unsafe for collection vehicles or personnel to perform collection services, Contractor shall be excused from performing services in accordance with the normal collection schedule for the period of time of the inclement weather and will make commercially reasonable efforts to provide collection services within a one-week time period (or earlier if reasonably practicable) provided the roads are safely accessible and may double-up on collections at no additional charge. Contractor shall provide a notice on its website and telephone answering service of all changes in Contractor's regular collection schedule. In the event of inclement weather, Contractor shall: (i) contact County to determine plowed roads and accessibility, (ii) contact schools in the County to confirm accessibility, (iii) confirm access to more remote areas through key residents identified by Contractor in advance, (iv) confirm the foregoing information by physical inspection where reasonably possible, and (v) contact customers by phone (including automated calls) describing available collection options, including free use of the Transfer Station or for free disposal of extra material during the next available collection date.

**Section 12 HOLIDAY COLLECTIONS.**

- A. When a normal collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, collection shall be provided as follows:
  - 1. on the holiday, or

2. one day prior to or one day after the holiday at Contractor's discretion, providing regular collection can be maintained on scheduled days the remainder of the week.
- B. Contractor shall notify the Director of Contractor's intended option and provide any information requested by County to assure itself of Contractor's ability to maintain the scheduled collection.
- C. Contractor's intention for holiday collection shall be clearly stated in the published collection schedule and in a notice mailed or delivered to residents of the County. The published collection schedule shall then be maintained at all times.

**Section 13     HOURS.**

All residential and commercial collections shall be between the hours of 4:00 a.m. and 4:00 p.m. No residential collections shall be made on Saturday or Sunday, except as may be necessary for holiday collection as set forth in Section 12.

**Section 14     ADDITIONAL CLEAN-UP COLLECTIONS.**

The normal collections following the Christmas and New Year's holidays shall include discarded Christmas trees and waste packaging materials which may be set out for collection in suitable containers or bundled, and which may exceed the normal collection volume. Such items shall not exceed four feet in greatest dimension or fifty (50) pounds in weight. Contractor shall collect such items without additional charge. Such collections shall be made within two (2) collection periods following January 1<sup>st</sup> of each year.

**Section 15     RESIDENTIAL ROUTES AND SCHEDULES.**

- A. Within thirty (30) days of the effective date of this agreement, Contractor shall prepare and provide Director a map of the collection area which sets forth each collection route and the weekday upon which collection shall occur on each route. The map shall also be annotated to demonstrate the holiday schedule for each collection.
- B. Contractor may make changes to established collection routes or schedules; however, all proposed changes shall be presented to County in writing no less than ten (10) days prior to implementation.
- C. Contractor shall notify all affected customers of any change in the collection route or schedule at least seven (7) days before such change becomes effective.
- D. Contractor shall provide a new map specifying the information required by subdivision A. of this section for all changes to the established collection routes or schedules.

**Section 16     NOTICE OF FAILURE OR REFUSAL TO COLLECT.**

When any Solid Waste is not collected as a result of being determined as non-collectible pursuant to this agreement, Contractor shall secure a tag on the container or article refused which indicates the reasons for Contractor's failure or refusal to collect the Solid Waste. Contractor shall keep a record of all places where it was necessary to leave such notice.

All Solid Waste shall be collected unless it is in excess of fifty (50) pounds per bundle, object, or package, or contains any waste not classified as municipal solid waste appropriate for a Class III landfill.

**Section 17     COLLECTION VEHICLES AND EQUIPMENT.**

- A. Contractor shall possess and maintain adequate vehicles and equipment, including reserve or replacement vehicles and equipment, sufficient to perform the services required of Contractor herein. Contractor shall also operate, or provide evidence of access to, shop facilities required for the maintenance of such vehicles and equipment.
- B. Contractor's collection vehicles shall be of a type manufactured or modified expressly for the purpose to which they are assigned. Vehicles and equipment shall be maintained so that liquids or Solid Waste will not blow, fall, sift or leak onto the street, or in any other way escaped from containers or vehicles.
- C. Each truck, trailer, or other conveyance or equipment used to collect, haul, or transport Solid Waste in County shall, at all times, be kept clean, in good repair, in good mechanical condition and uniformly painted. Each piece of equipment used to collect from residential and commercial accounts shall be marked with Contractor's business name and telephone number.
- D. All equipment used to collect or transport Solid Waste is subject to inspection for compliance with health provisions at least once annually by County. Contractor hereby consents to such inspections.
- E. Nothing in this agreement shall be construed to impose a duty on County to conduct or otherwise perform any inspection of Contractor's equipment or facilities.

**Section 18     CUSTOMER SERVICE.**

- A. Contractor shall maintain a toll-free phone line that can be called by customers. Customers shall be able to reach a person on the toll-free phone line during normal working hours.
- B. Contractor shall maintain a log of service complaints and shall record the name and telephone number of the complainant and the time the inquiry or the

complaint was received and the date and manner of disposition of each complaint. Contractor shall provide a copy of this log to the Director each August 1<sup>st</sup> or upon request.

- C. Contractor bills, invoices and other business correspondence shall contain Contractor's phone number.

**Section 19     RATE ADJUSTMENTS.**

- A. Contractor shall provide services as required herein at the rates set forth in Exhibits A, B and D. The rates set forth in Exhibit A and D shall apply throughout the service area. Rates set forth on Exhibits B apply only to Transfer Station sites.
- B. On each July 1<sup>st</sup> beginning July 1, 2015, Contractor shall be permitted to set its rates for the following 12 months provided that the maximum rate increase shall not exceed one hundred percent (100%) of the percentage change in the Consumer Price Index U.S. City Average ("CPI") for the twelve (12) month period ending the preceding December.
- C. On each July 1<sup>st</sup> beginning July 1, 2015, Contractor shall be permitted to increase its rates where there is a change in the tipping charge that is greater than the CPI adjustment permitted by subdivision B. of this section. Where such a condition exists, the rate shall be adjusted in an amount to compensate Contractor for the increment in excess of the percentage change in the CPI, as provided in subdivision B of this section.
- D. On each July 1<sup>st</sup> beginning July 1, 2015, Contractor shall be permitted to increase its rates where there is a change in the hauling cost that is greater than the CPI adjustment permitted by subdivision B. of this section. Where such a condition exists, the rate shall be adjusted in an amount to compensate Contractor for the increment in excess of the percentage change in the CPI, as provided in subdivision B of this section.
- E. Contractor shall be permitted to charge a monthly fuel surcharge for Residential and Commercial collections. The fuel surcharge shall be calculated as the difference between the *Gross Fuel Surcharge* as determined using the *Gross Fuel Surcharge Table*, attached and incorporated herein as Exhibit D, and the CPI as determined in accordance with subdivision B of this section. Where the difference between the *Gross Fuel Surcharge* and the CPI is zero (0) or less, no monthly fuel surcharge shall be charged. In determining the *Gross Fuel Surcharge*, the *Diesel Fuel Index*, as referenced in the *Gross Fuel Surcharge Table*, shall be the most current monthly "California U.S. On-Highway Diesel Fuel Price" as reported by the United State Energy Information Administration.
- F. In Extraordinary Circumstances, as defined in Section 1, Contractor may request approval from County for rate increases in excess of the limits imposed herein.

Likewise, in Extraordinary Circumstances, Director may on his or her own initiative, recommend rate adjustments. In either event, the matter will be referred to the Director for review and recommendation to the Board. The decision of the Board, after an informal hearing in which Contractor is entitled to present evidence, shall be final and binding on Contractor.

- G. When Contractor requests a rate increase due to Extraordinary Circumstances, it shall make available to County such records and information as may reasonably be required by County to substantiate the request and to review Contractor's actual costs of operation, including, but not limited to, those records referred to in Section 20.
- H. County's review of costs occur between February 1<sup>st</sup> and the last day of February. The revised rates will be effective July 1<sup>st</sup> unless prohibited by law, the Board orders different rates, there is a delay in the setting of a hearing or to Contractor's failure to provide to County by February 1<sup>st</sup> the records set forth in Section 20 or any other information requested by County.
- I. In no event may the total of all adjustments prescribed under the provisions of this section exceed eight percent (8%) of the rate previously in effect in any year. If said adjustments expressed in percentage terms (the "Raw Percentage Increase") exceed eight percent (8%), the difference between the Raw Percentage Increase and eight percent (8%) may be added by Contractor to the annual adjustment made in future years, subject to a maximum adjustment of eight percent (8%) in any year. If the amount of that difference cannot be fully applied in the following year because of the eight percent (8%) cap in the following year, then any portion that is not applied shall continue to be carried forward to future years until it is fully applied.
- J. The rate adjustments in subdivision B, C, D and E. of this section are maximum rate changes that may be made by Contractor pursuant to this agreement, subject only to compliance with applicable law and confirmation of the data and calculations used in computing the amount of the adjustments. All other rate adjustments are subject to approval by the Board and shall comply with and be adopted in accordance with all applicable laws including, but not limited to, Article XIIC and Article XIID of the California Constitution and California Government Code sections 53750 et seq. County shall make good faith efforts to implement the rate adjustments in a manner that complies with applicable laws, including in connection with public notices and other public involvement with rate adjustments required by applicable laws.
- K. Nothing in this agreement shall be construed to prevent County from utilizing any procedure provided for in Article XIIC or XIID of the California Constitution and California Government Code sections 53750 et seq. to approve any rate permitted to be charged by Contractor pursuant to the terms of this agreement. County shall provide 180 days prior written notice to Contractor of County's intent to utilize any procedure provided for in Article XIIC or XIID of the

California Constitution and California Government Code sections 53750 et seq. Contractor shall provide any information reasonably requested by County related to the implementing the procedures in this subsection within ten (10) days of County's request. If County exercises its right to utilize any procedure provided for in Article XIII C or XIII D of the California Constitution and California Government Code sections 53750 et seq. and the results of that procedure is that a rate could not be changed pursuant to those provisions, Contractor shall not increase any rate that was the subject of those proceedings.

**Section 20     REPORTING REQUIREMENTS.**

- A. Contractor shall prepare an annual collection activity report and deliver the same to the Director no later than January 31<sup>st</sup> of each year.
- B. Each annual collection activity report shall include the following, summarized by month:
  - 1. Total tons of Solid Waste disposed of at the Disposal Site.
  - 2. Total tons of Recyclables processed.
  - 3. Total number of Transfer Station users, segregated by Transfer Station and including a tabulation of Transfer Station use (disposal of Solid Waste and/or delivery of Recyclables and/or Green Waste) and zip code of user;
  - 4. Estimated quantity of materials delivered by users to the Transfer Stations for disposal, segregated by Transfer Station and type of material (Solid Waste, Recyclables and Green Waste). Quantities shall be reported in the units used by Contractor in calculating disposal fees or, where no disposal fee is charged, those units most applicable to the material received (pounds, tons, cubic feet, cubic yards, gallons, each, etc);
  - 5. A record of Transfer Station load inspections, segregated by Transfer Station and containing a summarized record of each load inspection performed including details of prohibited materials discovered during such inspections; and
  - 6. A recap of any special occurrences or unusual circumstances affecting the provision of services pursuant to this agreement.
- C. Contractor shall provide any other information or data required to be reported by Contractor to County including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) as amended, supplemented, superseded, and replaced from time to time.



- D. Contractor shall retain a certified public accountant to prepare an annual financial report that shall be provided to Director no later than March 1<sup>st</sup> of each year. The annual financial report shall include, but not be limited to, the following information:
1. Hourly labor rates, salaries and total salary expenditures;
  2. Maintenance costs;
  3. Vehicle and equipment purchases;
  4. Administration;
  5. Overhead;
  6. Revenues from Transfer Station operations;
  7. Revenues from both residential and commercial collection;
  8. The number of residential and commercial accounts;
- E. At any time during normal business hours, and as often as County may reasonably deem necessary, Contractor shall make available to federal, state, or County authorities all of Contractor's data, invoices and records with respect to all matters covered by this agreement and will permit federal, state, or County authorities to audit, examine and make excerpts or photocopies of such data, invoices and records. Contractor shall maintain such data and records in an accessible location.
- F. County's right to inspect shall not terminate until three years after the expiration of this agreement. Contractor shall preserve all records pertinent to the performance of its duties under this agreement for the same period of time.

**Section 21 DISPOSAL SITE.**

- A. Excepting Recyclables, Designated Wastes, Green Wastes and such other Solid Waste as the Director may designate, Contractor shall dispose of all Solid Waste collected pursuant to this agreement at the Richard W. Curry West Central Landfill or such other site as the Director may approve in writing.
- B. If, for whatever reason, the Richard W. Curry West Central Landfill is closed on a day on which Contractor provides Solid Waste collection services, Contractor may dispose of said Solid Wastes at an alternate Disposal Site of Contractor's choosing.
- C. Contractor is responsible for paying all tipping fees at the Disposal Site.

**Section 22     COMPLAINTS.**

Dissatisfied customers may complain to the Director. The Director will investigate complaints and may impose penalties in accordance with the provisions of Section 28. Contractor may appeal the Director's determination to impose penalties to County's Chief Executive Officer by submitting, within ten days of the date of the Director's determination, a written appeal detailing all bases for the appeal. The decision of County's Chief Executive Officer regarding the appeal shall be final and conclusive. Matters concerning immediate health or environmental hazards will be referred to the appropriate County office.

**Section 23     RESOURCE RECOVERY - RECYCLING.**

- A. Contractor shall collect residential quantities of Recyclables at the Burney and Fall River Mills Transfer Stations at no charge to customers. Recyclables to be collected include, but are not limited to:
1. California Refund Value ("CRV") beverage containers as defined in the California Public Resource Code §14504;
  2. cardboard;
  3. tin and steel cans;
  4. scrap metal; and
  5. electronic wastes.
- B. Contractor shall make commercially reasonable efforts to participate in County's efforts to comply with the State of California's mandatory commercial recycling regulations including, but not limited to California Code of Regulations, Title 14, sections 18835 through §18839 as they may be amended from time to time. Such participation may include, but is not limited to, mailing special periodic publications in its regular bills, providing contact information for commercial accounts and providing data indicating levels of participation of commercial accounts in recycling programs. Contractor and County shall cooperate in developing measures related to implementation of the mandatory commercial recycling law and agree to modify recycling requirements in this agreement as necessary to assure its successful implementation in a manner consistent with the provisions of this agreement and applicable law and regulations. In the event such modified requirements are implemented, the maximum rates that Contractor may charge its commercial customers shall be adjusted in an amount sufficient to recover in full its costs of fulfilling such requirements plus 5% of those costs. If County and Contractor are unable to agree on the amount of such adjustment, then the adjustment shall be determined as provided below:

1. Contractor shall submit to County a report prepared by an independent certified public accountant.
2. The report shall include the accountant's estimate of the additional costs, on an annualized basis, required for Contractor to perform the additional modified requirements, plus 5% of those costs (the "Adjustment Amount").
3. The report shall include the accountant's calculation of a uniform percentage increase (the "Percentage Increase") in the maximum rates that Contractor may charge to commercial customers that would be sufficient to allow Contractor to recover the Adjustment Amount from the change in such rates on an annualized basis.
4. The maximum rates that Contractor may charge to commercial customers shall be increased by the Percentage Increase effective upon implementation of the modified requirements (subject to such other or further adjustments as are otherwise permitted pursuant to this agreement).

In the event County determines, in its sole discretion, that any such changes in rates requires compliance with Article XIIC or Article XIID of the California Constitution and California Government Code sections 53750 et seq. or any other applicable law, such change in rates shall not be effective until completion of all such procedures and the maximum rate has been approved in accordance with the applicable law.

**Section 24     GREEN WASTE.**

- A. The Contractor has implemented a pilot Green Waste collection program at the Burney Transfer Station. After six (6) pilot Green Waste collection events, Contractor shall submit to the County a financial report compiled by a certified public accountant showing all income and expenses related to the pilot Green Waste collection events. The financial report shall be used by County to determine the practicability of enacting a permanent Green Waste collection program at the Burney Transfer Station.
- B. If, in County's sole discretion, a permanent Green Waste collection program is warranted, County shall notify Contractor of such and Contractor shall implement said program within 14-days of such notification.
- C. The permanent Green Waste collection program, if enacted by the County, shall provide that Contractor shall accept for disposal residential quantities of Green Waste at the Burney Transfer Station during normal facility operating hours on at least two (2) Saturdays every month. Disposal of the collected Green Waste materials by Contractor shall be to a facility that composts such materials or utilizes them for some other beneficial use. Green Waste materials shall not be

disposed of at the Disposal Site unless approved in advance by Director. Green Wastes to be collected include, but are not limited to:

1. grass clippings;
  2. yard trimmings;
  3. leaves and pine needles;
  4. tree branches (no longer than 3.5 feet and no more than 4" in diameter);  
and
  5. un-flocked Christmas trees (cut into sections no longer than 3.5 feet).
- D. The initial rate for Green Waste disposal under the permanent collection program shall be set by Contractor based on the program costs given in the financial report produced in accordance with subsection A. plus 10% of those costs.

**Section 25    COMMUNITY EDUCATION.**

Contractor shall participate in County's public awareness and education program by mailing in its regular residential and commercial bills on a quarterly basis the publication *Trash Talk* or other similar publication provided by County. Contractor agrees to distribute a flyer, at least annually, describing Contractor's recycling services to all residential and commercial accounts. Contractor shall also mail special periodic publications provided by County in its regular bills, including, but not limited to notices of rate increases and of public hearings related to the services and rates provided for by this agreement.

Upon request, Contractor shall make available to County an editable electronic copy of its account database containing the name and address of all residential and commercial account holders. County shall treat all information disclosed or made available for inspection by Contractor and marked as confidential hereunder that affects the competitive position of Contractor as confidential information to the extent permitted by law. If County receives any requests for disclosure of Contractor's information under any applicable state public records disclosure law, County shall notify Contractor in writing of such request. In no event shall Contractor file a claim, action, suit or take any other action to recover any damages or seek any relief for County's compliance with any lawful request or request for public records. This release is in addition to any other indemnification or release provided for in this agreement.

**Section 26    TRANSFER STATIONS.**

A. Contractor shall operate Transfer Stations in Burney and Fall River Mills in accordance with the days and hours shown in the *Transfer Station Operating Schedule*, attached and incorporated herein as Exhibit C. During the term of this agreement the Director, in his or her sole discretion, may adjust the Transfer Station days and hours of operation. Contractor shall operate the Transfer Stations in accordance with the adjusted days and hours of operation. In the event such modified days and hours of operation are implemented, the maximum disposal fees that Contractor may charge shall be adjusted in an amount sufficient to recover in full its costs to operate the Transfer Stations using the modified days and hours of operation plus 5% of those costs. If County and Contractor are unable to agree on the amount of such adjustment, then the adjustment shall be determined as provided below:

- (1) Contractor shall submit to County a report prepared by an independent certified public accountant.
- (2) The report shall include the accountant's estimate of the additional costs, on an annualized basis, required for Contractor to operate the Transfer Stations using the modified days and hours of operation, plus 5% of those costs (the "Adjustment Amount").
- (3) The report shall include the accountant's calculation of a uniform percentage increase (the "Percentage Increase") in the maximum disposal fees that Contractor may charge to Transfer Station customers that would be sufficient to allow Contractor to recover the Adjustment Amount from the change in such rates on an annualized basis.
- (4) The maximum disposal fees that Contractor may charge shall be increased by the Percentage Increase effective upon implementation of the modified requirements (subject to such other or further adjustments as are otherwise permitted pursuant to this agreement).

In the event County determines, in its sole discretion, that any such changes in rates requires compliance with Article XIII C or Article XIII D of the California Constitution and California Government Code sections 53750 et seq. or any other applicable law, such change in rates shall not be effective until completion of all such procedures and the maximum rate has been approved in accordance with the applicable law.

B. Compensation for operating and maintaining such Transfer Stations shall be as set forth in Exhibit B. The compensation is to pay Contractor for all labor, equipment, materials and disposal fees necessary to collect and dispose of the Solid Waste, Recyclables and Green Waste collected.

- C. Contractor shall post, in clear public view, signs indicating the facility's days and hours of operation and the rates charged for disposal. The sign indicating the facility's days and hours of operation shall be mounted in a visible location such that users of the facility can determine the operating schedule when the facility is closed. Contractor shall maintain the signs in a good, readable condition and shall update the signs when the hours of operation or the Transfer Station disposal rates change.
- D. Subject to the limitations in subdivision F of this section, Contractor is responsible for day to day maintenance and repair of Transfer Station facilities, including, but not limited to fencing, gates, pavements, signs, and snow removal. County agrees to assist in pavement maintenance and snow removal when, in its judgment, such assistance is in the best interest of the Transfer Station operations and County resources are readily available for such assistance. Failure of County to assist in pavement maintenance and snow removal does not relieve Contractor of the responsibilities of this subdivision.
- E. In the event of severe weather conditions which make operation and use of the Transfer Stations unsafe, the Contractor, with the County's approval, shall be excused from operating the Transfer Stations until such time as conditions improve such that the Transfer Stations can again be operated and used safely.
- F. Contractor is responsible for minor improvements which it deems necessary for the operation of the Transfer Stations. Minor improvements are defined as improvements costing \$500 or less per improvement. Contractor is not responsible for major improvements. Major improvements are defined as improvements costing in excess of \$500 per improvement.
- G. Transfer Stations shall be operated and maintained in a clean and orderly fashion in accordance with all applicable permits and regulations. Litter and fugitive Solid Waste, Recyclables and Green Waste resulting from the operation of the Transfer Station shall be collected and deposited within the bins at the end of each day of operation and more often as necessary.
- H. Contractor shall be responsible to collect and dispose of all fugitive litter and illegally dumped Solid Waste, Recyclables and Green Waste:
  - 1. within a Transfer Station Site;
  - 2. within five hundred (500) feet of a Transfer Station Site; and
  - 3. within one hundred (100) feet of a Transfer Station access road.
- I. Contractor shall not encroach upon County properties beyond the aforementioned limits, other than for the purpose of collecting fugitive litter or illegally dumped Solid Waste and Recyclables, without the express written approval of the Director.

- J. Contractor shall use the Transfer Stations and Transfer Station access roads for the purpose of operating Transfer Stations only and for no other purpose, unless otherwise authorized by the Director.
- K. Contractor shall restrict access to Transfer Stations except during their hours of operation, as posted at the Transfer Station. Contractor shall mend breaches in fencing and gates promptly in a durable and workmanlike manner so that the fencing or gate is restored to its original condition.
- L. Should any Transfer Station during the course of inspection by any state or local agency charged with regulating such facilities receive two (2) or more violations or documented areas of concern per any twelve (12) month period for litter resulting from unauthorized scavenging activities, whether cause by person or animal, such Transfer Station shall, within three (3) months of the most recent such violation or documented area of concern, be equipped with Solid Waste and recycling containers of a configuration such that they may be secured with a padlock or other mechanism which prevents unauthorized access to container's contents. All such containers shall be locked or secured at all times outside of the normal Transfer Station operating hours.
- M. Transfer Station perimeter gates shall be secured with padlocks. Padlocks shall be furnished, installed and maintained by Contractor. Padlocks shall be keyed alike so that a single master key will open all gates at Transfer Stations, unless otherwise directed by the Director. At no cost to County, Contractor shall furnish Director with two copies of the Transfer Station master key within seven days of the effective date of this agreement and within seven days of replacement of the padlock. Contractor shall furnish Director with additional copies upon demand at no charge to County.
- N. Contractor shall not disturb additional locks installed on gates by County for fire access and other purposes. County shall not be obligated to furnish keys for such locks to Contractor. However, all locks will be installed in series so that unlocking any one individual lock will permit access to the Transfer Station. Upon termination of this agreement, all locks on Transfer Station gates shall become the property of County.
- O. Contractor shall maintain records of Transfer Station activities sufficient to fulfill the requirement for annual Transfer Station activity reports as required by Section 20.
- P. Any Contractor or County funded improvements affixed to the Transfer Station Sites during the term of this agreement shall revert to the ownership of County upon termination of this agreement.
- Q. It is acknowledged that Contractor leases from Thomas and Gwen Ghiorso the five acre parcel, Assessor's Parcel No. 030-390-044 (the "Property"), which is the

location of the Burney Transfer Station. In recognition of the significance of the Burney Transfer Station and, in turn, the Property, to solid waste collection in the Intermountain area, and in return for the exclusiveness of this agreement and other considerations provided for herein, Contractor, has secured from the owner of the Property, Thomas and Gwen Ghiorso, an irrevocable agreement not to sell, offer for sale, lease, subdivide or otherwise transfer the Property to any person, entity, or party without having first offered to sell, offer for sale, lease, subdivide or otherwise transfer the Property to the County of Shasta ("Right of First Refusal"). County shall be expressly named as a third party beneficiary in the Right of First Refusal. The Right of First Refusal shall also provide that County has an option to lease the Property upon (A) notice of intent from the Trust of its intent to lease, rent, or otherwise transfer control of the Property to any other party by means of a lease or rental of the Property; or (B) the expiration or assignment of this Solid Waste Collection agreement or any subsequent agreements between Burney Disposal, Inc. and County. County's option to lease the Property shall be for a term commencing upon expiration or assignment of the Solid Waste Collection Agreement and extending for a period to be determined by County at that time, but in no case extending beyond December 31, 2033, unless agreed to by the Parties. The lease shall provide for a base monthly rent to be calculated at the Market Rent rate described in Exhibit F. Furthermore, the Right of First Refusal shall be effective throughout the term of this Solid Waste Collection Agreement and any subsequent agreements. Termination of the Right of First Refusal may, in County's sole discretion, be cause for termination of this Solid Waste Collection Agreement. The Right of First Refusal shall, at a minimum, provide that:

1. Should County choose to purchase or otherwise acquire the Property, the sale price will be established by an appraisal done by a mutually agreed upon appraiser. If the two parties cannot agree on an appraiser, each party will appoint an appraiser. The two appraisers will then select a third appraiser to perform the required appraisal.
2. The appraisal shall consider the current land use of the Property as a large volume solid waste transfer/processing facility.
3. The appraiser shall not include the value of any improvements at the Property paid for by County or by means of an increase in rates and shall not include improvements made by any other person to the Property unless those improvements are approved in advance by County. By Contractor's execution of this agreement, Contractor acknowledges that all improvements existing at the time of the execution of this agreement have been paid for by County or by means of an increase in rates.



**Section 27     FREE DISPOSAL EVENTS.**

- A. A free disposal event is an event in which Contractor will accept without charge Solid Waste and those Recyclables as listed in Section 23, at a time and place designated by Director.
- B. Free disposal events shall be held only at the reasonable discretion of County. Contractor shall be responsible to perform the services set forth in this section at no cost to County, individuals, agencies or organizations involved. Sites for free disposal events shall be located within the County and as determined by County. Contractor shall not be obligated to provide more than two (2) free disposal events within a calendar year.
- C. Free disposal events shall be sponsored by a host. The host shall provide all labor, equipment and materials necessary to organize, advertise, operate and otherwise arrange for free disposal events. The host shall submit written requests to Director at least forty (40) days prior to each free disposal event. If approved by County, County will forward said request to Contractor at least thirty (30) days prior to each free disposal event, and Contractor shall comply with all terms and conditions of County approved request. Requests shall specify the host organization and contact person, location, date and hours of operation of the proposed free disposal event.
- D. Subject to the terms and conditions herein, Contractor shall furnish and deliver Solid Waste and Recyclables containers of sufficient number and volume to accommodate all Solid Waste and Recyclables received at free disposal events. Solid Waste and Recyclables containers shall be delivered in accordance with County's or the host's instructions and made available to accept material for the entire duration of the free disposal event. Contractor is responsible to pay all applicable fees for disposal of the Solid Waste and Recyclables collected during free disposal days.
- E. Contractor shall not be obligated to provide services pursuant to this section at multiple locations on the same day. Contractor shall not be obligated to provide services pursuant to this section if Contractor has participated in a County approved free disposal event within the preceding fifty (50) weeks at the proposed site, or at another site within five (5) miles of the proposed site. Contractor shall not be obligated to provide services pursuant to this section if Contractor has participated in a free disposal event within the preceding forty five (45) days.
- F. Upon approval from the Director, Contractor may, as an alternative to providing the services described in this section, supply free disposal event hosts with a suitable number of vouchers which provide for free waste disposal at one of the Transfer Stations operated by Contractor in accordance with this agreement. Where this alternative is approved, the Director shall determine the suitable number of vouchers to be distributed.

**Section 28     PENALTY FOR POOR SERVICE.**

- A. Contractor has previously deposited one thousand dollars (\$1,000) with County to be reserved as a fund from which County may deduct penalties as provided herein.
- B. In the event the Director receives a service complaint which requires staff time to investigate, and the investigation results in a County finding that Contractor is at fault, the Director shall deduct fifty dollars (\$50) from the fund as a penalty.
- C. The Director shall notify Contractor of this complaint and penalty. When the fund falls below five hundred dollars (\$500), Contractor shall deposit sufficient funds with County to return the balance to one thousand dollars (\$1,000) within ten (10) days of notice from County.

**Section 29     RIGHT TO USE EQUIPMENT.**

Should Contractor fail or refuse to provide service or otherwise fail or refuse to perform as provided herein, and should this failure of performance constitute, in the opinion of County, a hazard to the health or safety of the public, County may, without liability for doing so, take possession and utilize, for a period of no longer than two (2) months, Contractor's equipment necessary for County or its agents to perform the services provided for herein. County shall pay the prevailing rental rates for use of such equipment. Nothing in this section shall be construed to create a duty for County to act pursuant to this section.

**Section 30     ASSIGNMENT.**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County. Notwithstanding the foregoing, Contractor shall not be required to obtain County's consent for the following types of assignments and transfers: (i) reorganizations, mergers, consolidations, sales of equity or assets or similar transactions between or among entities owned by the same ultimate parent, including but not limited to Contractor and regardless of which entity is the survivor, or (ii) any issuance, sale, exchange or other transfer if thereafter the surviving ultimate parent entity is owned by a large, fluid aggregation of shareholders where no shareholder owns more than ten percent (10%) of the voting securities of the surviving ultimate parent entity (excluding, however, any such shareholder that prior to such transaction owned ten percent (10%) or more of the voting securities of the ultimate parent entity of Contractor).

**Section 31     INDEPENDENT CONTRACTOR.**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow

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

**Section 32    INDEMNIFICATION.**

- A. Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of Contractor or any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the acts or omissions of Contractor, any person employed under Contractor, or under any subcontractor, undertaken pursuant to this agreement. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency (and shall defend, indemnify, and hold harmless County) with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. To the extent consistent with the limitations provided by Public Resources Code section 40059.2 and subject to the limitations in subdivisions F. and G., Contractor shall defend, hold harmless, and indemnify County, its officers, officials, employees, volunteers, agents and assignees from and against any loss, liability, penalties, forfeiture, claims, damages, demands, actions, proceedings or suits, in law or equity, of every kind and description ("Losses"), arising from any challenges to the tipping fees or any subcomponent thereof and/or in connection with the application of Article XIIIC and Article XIIID of the California Constitution to the imposition, payment, or collection of tipping fees or payment

of concession charges for services provided by Contractor under and/or in connection with this agreement ("Rate Lawsuit"), provided, however, that such obligation to defend, hold harmless and indemnify shall not apply to claims, demands, actions, proceedings, and suits that assert that franchise fees, or any other amounts payable to County under this agreement are not imposed in accordance with Article XIIC or Article XIID of the California Constitution. County shall defend, hold harmless, and indemnify Contractor, its officers, officials, employees, volunteers, agents and assignees from and against any Losses arising from any challenges, claims, demands, actions, proceedings, and suits that assert that franchise fees, or any other amounts payable to County under this agreement are not imposed in accordance with the procedural requirements of Article XIIC or Article XIID of the California Constitution.

- C. To the extent consistent with the limitations provided by Public Resources Code section 40059.2 and subject to the limitations in subdivisions F. and G. and the obligations of Contractor set forth above, the following provisions are intended to address issues of defense and allocation of risk as between Contractor and County in the event that either or both are named in a rate lawsuit brought by a third party. Contractor and County agree to cooperate with each other and provide a joint defense in any such matter to the extent practical, and each shall fully assist the other in separate or a joint defense as may occur. In the event that County retains counsel separate from and in addition to counsel selected by Contractor, County shall bear any fees, costs or expenses it incurs in providing its own defense or joint defense, and Contractor's obligation to defend, hold harmless and indemnify County will not include any obligation for payment of such fees, costs or expenses. Contractor shall not assert any legal theories inconsistent with County's interest in sustaining rates for collection of Commercial Solid Waste or Residential Solid Waste, regardless of whether a lawsuit or claim seeks invalidation of the rates or damages or both. Contractor and County further agree to toll all cross-claims against each other which are inconsistent with the provisions of this section, whether either or both Contractor and County are named in a suit or action. Potential cross-claims by County or Contractor related to a rates lawsuit which are not addressed by the terms of this section will be tolled until after the conclusion of the litigation concerning the third party claim, unless Contractor and County mutually agree to the contrary.
- D. To the extent consistent with the limitations provided by Public Resources Code section 40059.2 and subject to the limitations in subdivisions F. and G., if any monetary damages are awarded in a rate lawsuit brought against County and/or Contractor, Contractor shall be responsible for that portion of any damages or refunds which are allocable to the portions of the rates charged for Contractor's services, including its direct cost, overhead and profit. Likewise, with regard to that portion of any damages or refunds allocable to the portion of the rates relating to the franchise fee or other fees and charges remitted to County, County shall be responsible.

- E. Nothing in this section is intended to imply that any action of County or Contractor with regard to adoption, imposition or collection of charges is violative of any laws, regulations or Constitutional provisions or that any particular law, regulations or Constitutional provision is applicable. These provisions are merely intended as a statement of an agreed upon process for defense and allocation of risks between County and Contractor in the event of a rates lawsuit, regardless of the merit or lack of merit of any of the claims set forth therein.
- F. The covenants in this section are subject to the provisions of subdivision (b) of Public Resources Code section 40059.2 as it may be amended from time to time
- G. Notwithstanding anything in this section to the contrary, in no event will Contractor have any liability to indemnify or defend County or to hold County harmless for Losses or have any responsibility for monetary damages or refunds arising solely as a result of County's negligent or intentional failure to comply with the procedural requirements of Article XIIC or Article XIID of the California Constitution, unless County's failure to comply with the procedural requirements of Article XIIC or Article XIID of the California Constitution resulted from the act or omission of Contractor.

**Section 33     OBLIGATION TO PROVIDE SERVICE.**

- A. County and Contractor agree that this agreement for collection, transportation and disposal of Residential Solid Waste and Commercial Solid Waste and recovery of Recyclables as well as the operation of the Burney and Fall River Mills Transfer Stations is fundamental to the protection of the public health, safety and the well-being of the residents of the County. County's responsibility for ensuring the adequacy of these sanitation services in part provides the justification for the granting of an exclusive franchise to Contractor.
- B. Specifically, with reference to any legal action contesting charges for services under this Contract, should a court of competent jurisdiction or other regulatory agency set aside, invalidate or stay all or a portion of the rates set forth in this agreement and/or established by County, then the parties shall enter into good faith negotiations to establish a new relationship that, to the degree practicable, preserves the relative economic burdens and benefits created by this agreement. Contractor agrees to continue to provide Collection services as otherwise set forth herein during the duration of such negotiations, though shall have no obligation to continue such services for more than ninety (90) days if the rates created by this agreement have been invalidated, reduced or stayed. County may take such urgency actions as necessary to facilitate Contractor's continuation of service, potentially including interim suspension of portions of this agreement, such as the limitations set on rates pursuant to this agreement. Under such circumstances, County and Contractor agree to cooperate and mutually act in good faith and, if needed, immediately meet and confer to address the impact of these legal actions.
- C. If as a result of a legal action Contractor is unable to include franchise fees or other governmental fees or charges in the rates it charges for Collection services,

then Contractor agrees, upon direction from County, to reduce its charges to customers in an amount corresponding to the disallowed fee or charge, and shall thereafter not be required to remit the amount of the disallowed fee or charge, provided it is not collected from Customers.

- D. Neither Contractor nor County shall have the right to obtain payment from the other party for losses either may sustain due to a court of competent jurisdiction or other regulatory agency invalidating, setting aside, or staying the collection of all or a portion of the rates set forth in this agreement. Contractor shall bear the risk of losses associated with the cost of providing continued service as a result of such a legal action or ruling and similarly County shall bear the loss of franchise fees or other County charges during any period where rate charges cannot be lawfully collected from customers by Contractor.
- E. Nothing herein is intended to imply that California Constitution Articles XIIC or XIID apply to the rates provided for under this agreement. The foregoing paragraphs are merely intended as a contractual allocation of risks in the event of an unanticipated event affecting the ability to impose or collect rates or charges pursuant to this agreement.

**Section 34     INSURANCE COVERAGE.**

- A. Without limiting Contractor's duty of indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned vehicles and other insurance necessary to protect County and the public with limits of liability of not less than One Million Dollars (\$1 Million) combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor and any sub-contractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and sub-contractor's employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Contractor shall obtain and maintain continuously a policy of Contractor's Pollution Liability, Environmental Impairment Liability, or Hazardous Waste Liability Insurance, with limits of liability of not less than One Million Dollars (\$1 Million) per occurrence.
- D. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - 1. Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - 2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - 3. All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced below the amounts required by this section or canceled without 30 days written prior notice certain to the County*. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  - 4. Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought.”
5. Contractor shall provide County with an endorsement or amendment to Contractor’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
6. The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within ten (10) days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
7. If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.

**Section 35     NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

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

**Section 36     ENTIRE AGREEMENT; AMENDMENTS.**

- A. This agreement constitutes the entire understanding of the parties hereto and supersedes all previous agreements relating to the subject of this agreement including, but not limited to, the *REFUSE COLLECTION AGREEMENT*



*BETWEEN COUNTY OF SHASTA AND BURNEY GARBAGE DISPOSAL, INC.* executed on June 18, 2002, and all amendments of said agreement and the SOLID WASTE COLLECTION AGREEMENT BETWEEN THE COUNTY OF SHASTA AND BURNEY DISPOSAL, INC. executed on May 29, 2013 by Contractor and by County on June 4, 2013 which is hereby terminated. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement may be agreed to in writing between Contractor and Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101). Notwithstanding the previous sentence, Director has the authority to execute any amendment to this agreement to set rates for the Green Waste program described in Section 24 of this agreement should County elect to continue the program in accordance with the terms of that section.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 37     BANKRUPTCY.**

In the event Contractor files a petition in bankruptcy or any other type of insolvency proceeding is initiated, or upon insolvency of Contractor, County may terminate this agreement upon oral notice to Contractor.

**Section 38     TAXES.**

Contractor is advised that, pursuant to Revenue and Taxation Code section 107.6, a possessory interest subject to taxation may be created by the grant of this franchise and that Contractor may be subject to taxes levied upon this interest.

**Section 39     INTERPRETATION OF AGREEMENT.**

- A. Any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or any misunderstanding as to the interpretation to be placed upon any portion hereof or of the applicability of the provisions hereof to Contractor or the performance required hereunder shall be referred to the Director. The decision of the Director

will be final and binding on Contractor, subject to appeal by Contractor to the County's Chief Executive Officer and the Board. Such appeal shall be filed within twenty (20) days of the Director's decision by submitting a written letter of appeal to the Chief Executive Officer, and an appeal from the decision of the Chief Executive Officer to the Board shall be filed by Contractor within twenty (20) days of the Chief Executive Officer's decision by submitting a written letter of appeal to the Clerk of the Board. The decision of Board regarding the appeal shall be final and conclusive. Either party may seek review of a decision by the Director, the Chief Executive Officer or the Board in the courts of the State of California, which shall have exclusive jurisdiction over such disputes. The laws of the State of California shall govern the rights, obligation, duties and liabilities of the parties to this agreement and shall govern the interpretation of this agreement. Review of the decision of the Board shall be limited to review pursuant to California Code of Civil Procedure section 1094.5; provided that review of the Board's or County's exercise of its rights or performance of its duties and obligations as a contractual party to this agreement shall not be subject to California Code of Civil Procedure section 1094.5.

- B. Complaints, reviews of rates, levels of service and contract compliance shall be considered and any subsequent determinations made in accordance with the terms of this agreement.

**Section 40 COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement. Notwithstanding anything to the contrary in this agreement, nothing in this agreement is intended to imply that California Constitution Articles XIIC or XIID apply to the rates provided for under this agreement.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

**Section 41    ACCESS TO RECORDS/RETENTION.**

County, federal and state officials shall have access to any books, documents, papers and records of Contractor which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five (5) years after County makes final payment hereunder.

**Section 42    SEVERABILITY.**

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

**Section 43    NOTICES.**

Except where oral notice is permitted pursuant to this agreement, any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by certified or registered mail, postage prepaid, two days after the date of mailing.

If to County:                      Shasta County Department of Public Works  
1855 Placer Street  
Redding, CA 96001

If to Contractor:                Tom Ghiorso  
Burney Disposal  
37484B Cornaz Drive  
Burney, CA 96013

**Section 44    AGREEMENT PREPARATION.**

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

**Section 45    COMPLIANCE WITH POLITICAL REFORM ACT.**

Contractor shall comply with the California Political Reform Act (Government Code sections 81000, et seq.), with all regulations adopted by the Fair Political Practices

Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, et seq.

**Section 46     PROPERTY TAXES.**

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

**Section 47     DRUG-FREE WORKPLACE.**

Contractor shall maintain a drug-free workplace.

**Section 48     COUNTY AUTHORITY.**

Unless specifically provided in this agreement, any County action or notice authorized by or provided for in this agreement may be exercised by County's Chief Executive Officer or his or her designee or by the Director or his or her designee.

**Section 49     NON-WAIVER.**

The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**SIGNATURE PAGE FOLLOWS**

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

COUNTY OF SHASTA

Date: JUN 24 2014

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: Candace K. Patten  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

By: [Signature]  
Assistant

RISK MANAGEMENT APPROVAL

By: [Signature] 6/13/14

CONTRACTOR  
Burney Disposal, Inc.

By: Tom Ghiorso  
Print Name: Tom Ghiorso  
Title: Pres CEO  
Date: June 13, 2014  
Tax I.D. #: 68-0307764

By: Gwen Ghiorso  
Print Name: Gwen Ghiorso  
Title: Vice President  
Date: June 13, 2014

**EXHIBIT A**

**Fee Schedule for Residential and Commercial Collections**

Effective July 1, 2013, Contractor shall be permitted to collect the following monthly fees plus the monthly fuel surcharge for collection services:

1. Residential Service

Residential service includes weekly collection of up to three (3) 32 gallon customer supplied waste containers.

Monthly Residential Service	\$29.08 / Month
Each additional 32-gallon waste container	\$4.17 / Can / Month
Yellow Tag Service <sup>1</sup>	\$6.00/ Bag

2. Commercial Service

CONTAINER SIZE*	TIMES PICKED UP PER WEEK					
	1	2	3	4	5	6
1 Yard	\$110.68	\$221.40				
1.5 Yards	\$171.94	\$285.05				
2 Yards	\$205.60	\$364.20	\$522.74			
3 Yards	\$265.33	\$471.64	\$623.18	\$731.44	\$886.84	\$1,042.25
4 Yards	\$348.46	\$586.93	\$787.79	\$1,064.27	\$1,263.58	\$1,502.16
6 Yards	\$436.35	\$715.75	\$995.04	\$1,274.41	\$1,553.77	\$1,833.08
10 Yards	\$576.80	\$957.34	\$1,337.86	\$1,718.40	\$2,098.92	\$2,479.46

\* Customer will be charged according to the total yardage of containers. For example, two 2-yard bins will be charged at the 4-yard rate.

**EXHIBIT A (continued)**

**Fee Schedule for Residential and Commercial Collections**

<b>** DROP BOXES</b>	
16 - Yard Drop Box	\$468.16 Per Collection
20 - Yard Drop Box	\$542.73 Per Collection
30 - Yard Drop Box	\$677.29 Per Collection
40 - Yard Drop Box	\$786.81 Per Collection
50 - Yard Drop Box	\$1,025.78 Per Collection
Trash Compaction	\$29.10 Per Yard Capacity of Box Per Collection
32-Gallon Container	\$21.05 Per Collection Per Month

\*\* Drop boxes not picked up within 14 days will have an additional \$7.33 per day rental rate added to the collection rate.

Effective July 1, 2014, Contractor shall be permitted to collect the following monthly fees plus the monthly fuel surcharge for collection services:

1. Residential Service

Residential service includes weekly collection of up to three (3) 32 gallon customer supplied waste containers.

Monthly Residential Service	\$29.59 / Month
Each additional 32-gallon waste container	\$4.23 / Can / Month
Yellow Tag Service <sup>1</sup>	\$6.08/ Bag

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**EXHIBIT A (continued)**

**Fee Schedule for Residential and Commercial Collections**

2. Commercial Service

CONTAINER SIZE*	TIMES PICKED UP PER WEEK					
	1	2	3	4	5	6
1 Yard	\$112.61	\$225.27				
1.5 Yards	\$174.94	\$290.03				
2 Yards	\$209.19	\$370.56	\$531.87			
3 Yards	\$269.96	\$479.87	\$634.06	\$744.21	\$902.32	\$1,060.45
4 Yards	\$354.54	\$597.18	\$801.54	\$1,082.85	\$1,285.64	\$1,528.39
6 Yards	\$443.97	\$728.25	\$1,012.41	\$1,296.66	\$1,580.90	\$1,865.08
10 Yards	\$586.87	\$974.05	\$1,361.22	\$1,748.40	\$2,135.57	\$2,522.75

\* Customer will be charged according to the total yardage of containers. For example, two 2-yard bins will be charged at the 4-yard rate.

<b>** DROP BOXES</b>	
16 - Yard Drop Box	\$476.33 Per Collection
20 - Yard Drop Box	\$552.21 Per Collection
30 - Yard Drop Box	\$689.11 Per Collection
40 - Yard Drop Box	\$800.55 Per Collection
50 - Yard Drop Box	\$1043.69 Per Collection
Trash Compaction	\$29.61 Per Yard Capacity of Box Per Collection
32-Gallon Container	\$21.42 Per Collection Per Month

\*\* Drop boxes not picked up within 14 days will have an additional \$7.43 per day rental rate added to the collection rate.



**EXHIBIT A (continued)**

**Fee Schedule for Residential and Commercial Collections**

**NOTES:**

1. Waste containers marked with Yellow Tags purchased from Contractor maybe set out for collection during normal collection times and will be collected at no additional charge. Alternatively, containers marked with Yellow Tags purchased from Contractor may be deposited for free at any Transfer Station operated by Contractor.
2. Contractor may charge customers beginning new service or reinitiating old service after the date of this agreement a service deposit in the amount not to exceed two (2) months service fee for the service requested. Upon termination of service, Contractor shall refund to customer the full deposit minus any fees for unpaid service.

**EXHIBIT B**

**Fee Schedule  
for  
Burney and Fall River Mills Transfer Stations**

Effective July 1, 2013, Contractor shall be permitted to collect the following fees for services provided at the Transfer Stations:

General Disposal Fees

Up to 2 cans or bags  
(except for hard to handle items, demolition materials, Green Wastes, trees or stumps)..... \$ 13.23

Each additional can or bag.....\$ 3.58

Pickups or trailers:

7 ft. in length or less and 2 ft. in height or less .....\$25.87

1 ton truck (non-compacted) 2 ft. in height or less .....\$46.83

1-1/2 ton truck (non-compacted) 2 ft. in height or less .....\$56.24

Each additional foot in height or length for all pickups, trucks or two wheel drive trailers .....\$ 7.16

Disposal Fees for Hard to Handle Items

Pickup or car tires .....\$ 5.52/ea

Truck tires .....\$8.59/ea

Equipment tires .....\$34.31/ea

Disposal Fees for Demolition Material, Trees & Stumps

1 ton truck .....\$77.51

Pickup .....\$51.79

Disposal Fees for Weighed Materials (Burney Transfer Station Only)

For quantities not listed above, disposal fees shall be based on weight of waste. Where there is a conflict between the above listed rates and the rate for weighed material, the rate which results in the lowest price shall be used.

Weighed waste ..... \$77.51 / ton

**A 10% DEFERRED PAYMENT SURCHARGE WILL BE ADDED TO THE REGULAR FEE IN THOSE INSTANCES WHEN PAYMENT IS NOT MADE AT THE TIME OF DISPOSAL.**

**EXHIBIT B (continued)**

**Fee Schedule  
for  
Burney and Fall River Mills Transfer Stations**

Effective July 1, 2014, Contractor shall be permitted to collect the following fees for services provided at the Transfer Stations:

General Disposal Fees

Up to 2 cans or bags  
(except for hard to handle items, demolition materials, trees or stumps) ..... \$ 13.46

Each additional can or bag ..... \$ 3.64

Pickups or trailers:

7 ft. in length or less and 2 ft. in height or less .....\$26.32

1 ton truck (non-compacted) 2 ft. in height or less .....\$47.65

1-1/2 ton truck (non-compacted) 2 ft. in height or less .....\$57.22

Each additional foot in height or length for all pickups, trucks or two wheel drive trailers .....\$ 7.29

Disposal Fees for Hard to Handle Items

Pickup or car tires .....\$5.62 /ea

Truck tires .....\$8.74/ea

Equipment tires .....\$34.91/ea

Disposal Fees for Demolition Material, Trees & Stumps

1 ton truck .....\$78.86

Pickup .....\$52.69

Disposal Fees for Weighed Materials (Burney Transfer Station Only)

For quantities not listed above, disposal fees shall be based on weight of waste. Where there is a conflict between the above listed rates and the rate for weighed material, the rate which results in the lowest price shall be used.

Weighed waste ..... \$78.86 / ton

**A 10% DEFERRED PAYMENT SURCHARGE WILL BE ADDED TO THE REGULAR FEE IN  
THOSE INSTANCES WHEN PAYMENT IS NOT MADE AT THE TIME OF DISPOSAL**  
BURNLEY DISPOSAL, INC.

**EXHIBIT C**

**Transfer Station Operating Schedule**

<b>TRANSFER STATION</b>	<b>DAYS OF OPERATION</b>	<b>HOURS OF OPERATION</b>
Burney	Wednesday, Saturday	8 am to 4 pm
Fall River Mills	Saturday	8 am to 4 pm

**EXHIBIT D**

**Gross Fuel Surcharge Table**

Effective July 1, 2013, Contractor shall be permitted to collect the following Fuel Surcharge for collection services:

<b>Diesel Fuel Index<sup>1</sup></b>		<b>Gross Fuel Surcharge</b>	<b>CPI</b>	<b>Fuel Surcharge<sup>2</sup></b>
<i>From</i>	<i>To</i>			
\$0.01	\$3.05	1.74%	1.74%	0.00%
\$3.06	\$3.15	1.95 %	1.74 %	0.21 %
\$3.16	\$3.25	2.16 %	1.74 %	0.42 %
\$3.26	\$3.35	2.37 %	1.74 %	0.63 %
\$3.36	\$3.45	2.58 %	1.74 %	0.84 %
\$3.46	\$3.55	2.79 %	1.74 %	1.05 %
\$3.56	\$3.65	3.00 %	1.74 %	1.26 %
\$3.66	\$3.75	3.21 %	1.74 %	1.47 %
\$3.76	\$3.85	3.42 %	1.74 %	1.68 %
\$3.86	\$3.95	3.63 %	1.74 %	1.89 %
\$3.96	\$4.05	3.84 %	1.74 %	2.10 %
\$4.06	\$4.15	4.05 %	1.74 %	2.31 %
\$4.16	\$4.25	4.26 %	1.74 %	2.52 %
\$4.26	\$4.35	4.47 %	1.74 %	2.73 %
\$4.36	\$4.45	4.68 %	1.74 %	2.94 %
\$4.46	\$4.55	4.89 %	1.74 %	3.15 %
\$4.56	\$4.65	5.10 %	1.74 %	3.36 %
\$4.66	\$4.75	5.31 %	1.74 %	3.57 %
\$4.76	\$4.85	5.52 %	1.74 %	3.78 %
\$4.86	\$4.95	5.73 %	1.74 %	3.99 %
\$4.96	\$5.05	5.94 %	1.74 %	4.20 %
\$5.06	\$5.15	6.15 %	1.74 %	4.41 %
\$5.16	\$5.25	6.36 %	1.74 %	4.62 %
\$5.26	\$5.35	6.57 %	1.74 %	4.83 %
\$5.36	\$5.45	6.78 %	1.74 %	5.04 %
\$5.46	\$5.55	6.99 %	1.74 %	5.25 %
\$5.56	\$5.65	7.20 %	1.74 %	5.46 %
\$5.66	\$5.75	7.41 %	1.74 %	5.67 %
\$5.76	\$5.85	7.62 %	1.74 %	5.88 %
\$5.86	\$5.95	7.83 %	1.74 %	6.09 %
\$5.96	\$6.05	8.04 %	1.74 %	6.30 %
\$6.06	\$6.15	8.25 %	1.74 %	6.51 %
\$6.16	\$6.25	8.46 %	1.74 %	6.72 %
\$6.26	\$6.35	8.67 %	1.74 %	6.93 %
\$6.36	\$6.45	8.88 %	1.74 %	7.14 %
\$6.46	\$6.55	9.09 %	1.74 %	7.35 %
\$6.56	\$6.65	9.30 %	1.74 %	7.56 %
\$6.66	\$6.75	9.51 %	1.74 %	7.77 %
\$6.76	\$6.85	9.72 %	1.74 %	7.98 %

$$\text{Fuel Surcharge}^2 = \text{Gross Fuel Surcharge} - \text{CPI (per Section 19, subdivision B)}$$

**EXHIBIT D (continued)**

Effective July 1, 2014, Contractor shall be permitted to collect the following Fuel Surcharge for collection services:

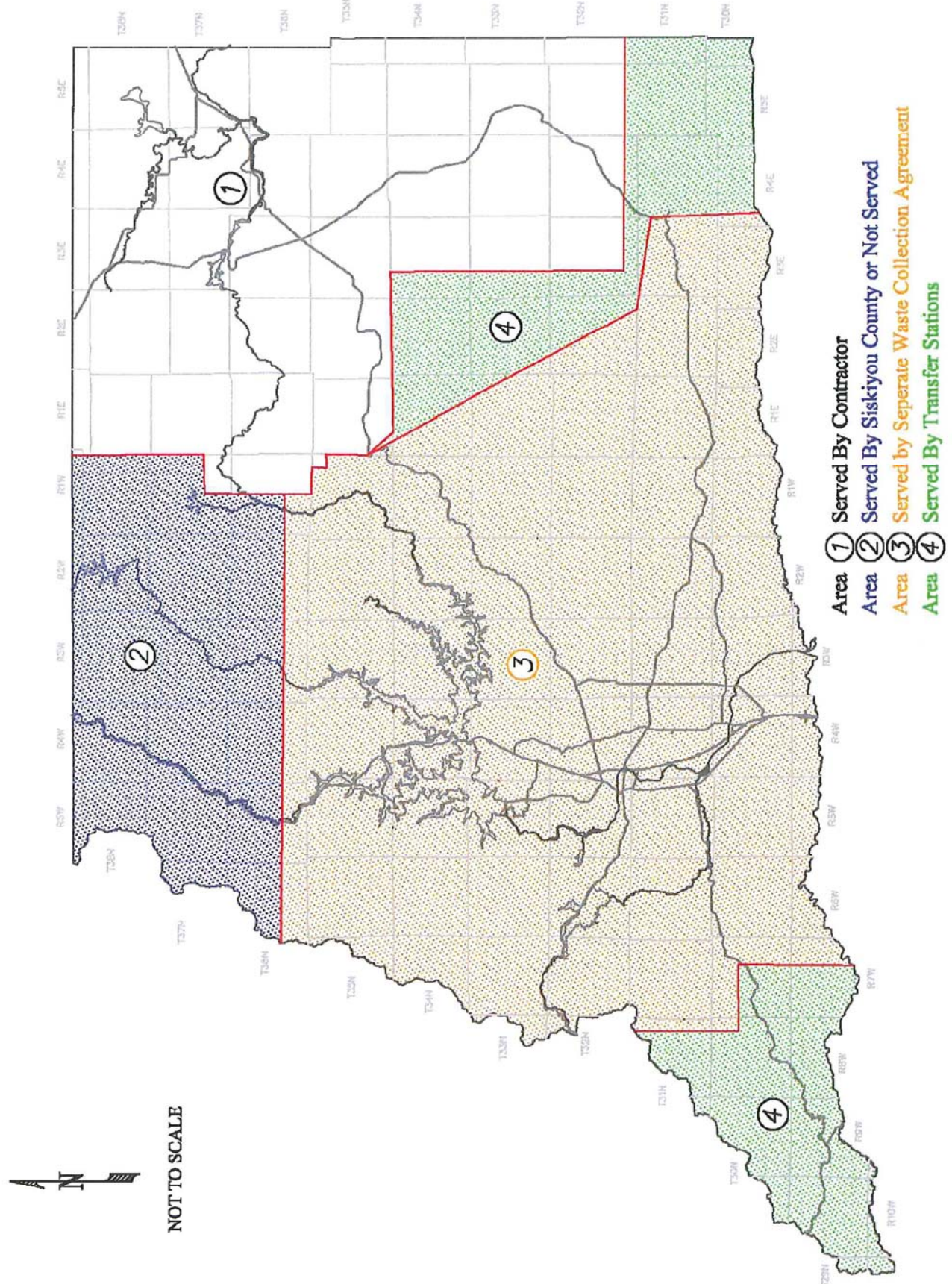
<b>Diesel Fuel Index<sup>1</sup></b>		<b>Gross Fuel Surcharge</b>	<b>CPI</b>	<b>Fuel Surcharge<sup>2</sup></b>
<i>From</i>	<i>To</i>			
\$0.01	\$2.55	0.00%	1.41%	0.00%
\$2.56	\$2.65	0.91%	1.41%	0.00%
\$2.66	\$2.75	1.12%	1.41%	0.00%
\$2.76	\$2.85	1.32%	1.41%	0.00%
\$2.86	\$2.95	1.53%	1.41%	0.12%
\$2.96	\$3.05	1.74%	1.41%	0.33%
\$3.06	\$3.15	1.95%	1.41%	0.54%
\$3.16	\$3.25	2.16%	1.41%	0.75%
\$3.26	\$3.35	2.37%	1.41%	0.96%
\$3.36	\$3.45	2.58%	1.41%	1.17%
\$3.46	\$3.55	2.79%	1.41%	1.38%
\$3.56	\$3.65	3.00%	1.41%	1.59%
\$3.66	\$3.75	3.21%	1.41%	1.80%
\$3.76	\$3.85	3.42%	1.41%	2.01%
\$3.86	\$3.95	3.63%	1.41%	2.22%
\$3.96	\$4.05	3.84%	1.41%	2.43%
\$4.06	\$4.15	4.05%	1.41%	2.64%
\$4.16	\$4.25	4.26%	1.41%	2.85%
\$4.26	\$4.35	4.47%	1.41%	3.06%
\$4.36	\$4.45	4.68%	1.41%	3.27%
\$4.46	\$4.55	4.89%	1.41%	3.48%
\$4.56	\$4.65	5.10%	1.41%	3.69%
\$4.66	\$4.75	5.31%	1.41%	3.90%
\$4.76	\$4.85	5.52%	1.41%	4.11%
\$4.86	\$4.95	5.73%	1.41%	4.32%
\$4.96	\$5.05	5.94%	1.41%	4.53%
\$5.06	\$5.15	6.15%	1.41%	4.73%
\$5.16	\$5.25	6.36%	1.41%	4.94%
\$5.26	\$5.35	6.57%	1.41%	5.15%
\$5.36	\$5.45	6.78%	1.41%	5.36%
\$5.46	\$5.55	6.99%	1.41%	5.57%
\$5.56	\$5.65	7.20%	1.41%	5.78%
\$5.66	\$5.75	7.41%	1.41%	5.99%
\$5.76	\$5.85	7.62%	1.41%	6.20%
\$5.86	\$5.95	7.83%	1.41%	6.41%
\$5.96	\$6.05	8.04%	1.41%	6.62%
\$6.06	\$6.15	8.25%	1.41%	6.83%
\$6.16	\$6.25	8.46%	1.41%	7.04%
\$6.26	\$6.35	8.67%	1.41%	7.25%

**Fuel Surcharge<sup>2</sup> = Gross Fuel Surcharge – CPI (per Section 19, subdivision B)**

**EXHIBIT D (continued)**

1. Diesel Fuel Index shall be the most current monthly "California U.S. On-Highway Diesel Fuel Price" as reported by the U.S. Energy Information Administration.
2. Fuel Surcharge expressed as percentage of Monthly Collection Rate. Where the difference between the Gross Fuel Surcharge and the CPI is zero (0) or less than zero, no fuel surcharge shall apply.

**EXHIBIT E**  
**Collection Area Map**





MARKET RENT

EXHIBIT "F"

1. The term "Market Rent" shall mean and become the minimum rent of any lease between the Thomas and Gwen Ghiorso Family Trust (hereinafter the "Trust") and Shasta County (hereinafter the "County") pursuant to its option to lease the Property in accordance with the terms of subsection Q. of Section 26 of the agreement (for purposes of this Exhibit F, the "First Option to Lease") at the conclusion of this agreement or any subsequent agreement between the parties. A separate Market Rent determination shall be made for each subsequent lease term or option.

2. Should County exercise its First Option to Lease the Property, County shall request in writing that the Trust provide a market rent value for the Property. The Trust shall send written notice to the County setting forth the Trust's determination of the fair market value of the rental of the premises for the agreed upon lease term ("Market Rent Notice"). In the event that County disagrees with the market rent set forth in the Market Rent Notice, the County shall, within thirty (30) days after receipt of the Market Rent Notice, provide to the Trust a written explanation with reasonable detail of the basis for County's disagreement, together with the amount which in County's opinion is the fair market rent for the lease term ("County's Notice"). If County's Notice is not given to Trust within thirty (30) days, the market rent shall be the market rent set forth in the Market Rent Notice. If County's notice is provided within thirty (30) days, market rent for the lease term shall be established as follows:

2.1. No later than twenty (20) days following receipt of County's Notice, Trust shall elect an individual as an appraiser of its choice and give County written notice of such appraiser's name, address and telephone number.

2.2. Within ten (10) days after receipt of such notice from Trust, County shall select an appraiser of its choice and give Trust written notice of such appraisal's name, address and telephone number.

2.3. The two selected appraisers shall have thirty (30) days to mutually agree on the market rent. If they come to such agreement, they shall promptly provide written notice of the agreed market rent rate to Trust and County, which shall be applied to the agreed upon lease term. If they are unable to agree, the two appraisers so selected by Trust and County shall instead, within said thirty (30) days select an individual as a third appraiser and furnish Trust and County written notice of such appraiser's name, address and telephone number.

2.4. Each appraiser selected pursuant to this process shall be a commercial real estate appraiser or broker, unless Trust and County shall otherwise agree in writing, each having experience with appraising and/or leasing of commercial property in the county where the premises is located. In the event it is necessary to have a third appraiser appointed, each of the three (3) selected appraisers shall then determine the fair market rent of the premises for the option term. If said three (3) appraisers are unable to agree on the fair market rent for the option term, then the market rent for the option term shall be determined to be the average of the three (3) appraisals.

2.5 In determining the market rent, the appraiser shall presume that the Property will be used as a large volume solid waste transfer/processing facility. The market rents shall include scheduled annual step increases adjusted annually, commencing on the first day of the second year of the lease term, with adjustments

to be based on the consumer price index U.S. city average ("CPI") for the twelve (12) month period ending the preceding March.

3. If the procedures set forth in Sections 2.1 through and including 2.5 above is implemented, and if for any reason whatsoever (including, without limitation, the institution of any judicial or other legal proceedings), the market rent for the lease term has not been finally determined prior to the first day of said lease term, then the average amount of the market rent set forth by Trust in good faith in the Market Rent Notice and the amount of the market rent set forth in County's Notice shall be the market rent for all purposes under the lease for the additional lease term until such time as the market rent is finally determined as set forth above. Once finally determined, the market rent shall apply to the entire option term and Trust and County shall, by appropriate payments to the other, correct any over payment or underpayment which may have been made prior to such final determination.
4. If Trust fails to select its appraiser in the manner and within the time specified in 2.1 above, then the market rent for the lease term shall be the market rent set forth in County's Notice.
5. If County fails to select its appraiser in the manner and within the time specified in 2.2 above, then market rent for the lease term shall be the market rent set forth in the Market Rent Notice.
6. If the appraiser selected by Trust and County fail to appoint the third appraiser within the time and in the manner prescribed in 2.3 above, then Trust and/or County shall promptly apply to a mutually agreed upon third party for the appointment of the third appraiser.
7. The determined market rent (inclusive of annual step increases) shall be in effect for the entire subject lease term.
8. Each party shall bear their own fees, costs and expenses incurred in connection with obtaining their individual appraisals provided for in this agreement. Trust and County shall share equally the fees, costs and expenses incurred in connection with selecting and obtaining any third appraisal.
9. Notwithstanding anything to the contrary in this exhibit, Trust acknowledges and agrees that only the Board of Supervisors has the authority to execute a lease of real property or the authority to delegate execution of a lease of real property subject to certain restrictions imposed by law and County policy. County shall not be obligated to any lease of the Property including any payment of rent until such time as a lease between Trust and County is executed in accordance with all applicable laws.

**EXHIBIT B**

**Burney Disposal, Inc.  
Fee Schedule for Residential Collections  
August 1, 2018**

Effective August 1, 2018 through June 30, 2019, Contractor shall be permitted to collect no more than the following monthly fees plus the monthly fuel surcharge for residential collection services:

Monthly Residential Service (up to three 32 gal cans)	\$31.26 / Month
Each additional 32-gallon waste container	\$4.43 / Can / Month
Yellow Tag Service <sup>1</sup>	\$6.38 / Tag

1. Waste containers marked with Yellow Tags purchased from Contractor maybe set out for collection during normal collection times and will be collected at no additional charge. Alternatively, containers marked with Yellow Tags purchased from Contractor may be deposited for free at any Transfer Station operated by Contractor.
2. Contractor may charge customers beginning new service or reinitiating old service after the date of this agreement a service deposit in the amount not to exceed two (2) months service fee for the service requested. Upon termination of service, Contractor shall refund to customer the full deposit minus any fees for unpaid service.

**EXHIBIT B**

**Burney Disposal, Inc.**  
**Fee Schedule for Commercial Collections**  
**August 1, 2018**

Effective August 1, 2018 through June 30, 2019, Contractor shall be permitted to collect no more than the following monthly fees plus the monthly fuel surcharge for commercial collection services:

<b>CONTAINER SIZE*</b>	<b>TIMES PICKED UP PER WEEK</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1 Yard	\$118.96	\$237.98				
1.5 Yards	\$184.81	\$306.39				
2 Yards	\$221.00	\$391.47	\$561.87			
3 Yards	\$285.19	\$506.94	\$669.83	\$786.20	\$953.24	\$1,120.28
4 Yards	\$374.56	\$630.87	\$846.77	\$1,143.95	\$1,358.18	\$1,614.62
6 Yards	\$469.02	\$769.33	\$1,069.53	\$1,369.82	\$1,670.10	\$1,970.31
10 Yards	\$619.98	\$1,029.01	\$1,438.02	\$1,847.05	\$2,256.06	\$2,665.09

- \* Customer will be charged according to the total yardage of containers. For example, two 2-yard bins will be charged at the 4-yard rate.

<b>** DROP BOXES</b>	
16 - Yard Drop Box	\$503.20 Per Collection
20 - Yard Drop Box	\$583.36 Per Collection
30 - Yard Drop Box	\$729.99 Per Collection
40 - Yard Drop Box	\$845.72 Per Collection
50 - Yard Drop Box	\$1102.58 Per Collection
Trash Compaction	\$31.28 Per Yard Capacity of Box Per Collection
32-Gallon Container	\$22.63 Per Collection Per Month

- \*\* Drop boxes not picked up within 14 days will have an additional \$7.79 per day rental rate added to the collection rate.

**EXHIBIT B**

**Burney Disposal, Inc.  
Transfer Station Fee Schedule**

Effective August 1, 2018 through June 30, 2019, Contractor shall be permitted to collect no more than the following fees for services provided at the Burney and Fall River Mills Transfer Stations:

General Disposal Fees

Up to 2 cans or bags  
(except for hard to handle items, demolition materials, trees or stumps) ..... \$ 14.22

Each additional can or bag ..... \$ 3.84

Pickups or trailers:

7 ft. in length or less and 2 ft. in height or less .....\$27.81

1 ton truck (non-compacted) 2 ft. in height or less .....\$50.33

1-1/2 ton truck (non-compacted) 2 ft. in height or less .....\$60.45

Each additional foot in height or length for all pickups, trucks or two wheel drive trailers .....\$ 7.69

Disposal Fees for Hard to Handle Items

Pickup or car tires .....\$5.94 / ea

Truck tires .....\$9.23 / ea

Equipment tires .....\$36.89 / ea

Disposal Fees for Demolition Material, Trees & Stumps

1 ton truck .....\$83.31

Pickup .....\$55.67

Disposal Fees for Weighed Materials (Burney Transfer Station Only)

For quantities not listed above, disposal fees shall be based on weight of waste. Where there is a conflict between the above listed rates and the rate for weighed material, the rate which results in the lowest price shall be used.

Weighed waste ..... \$83.31 / ton

**A 10% DEFERRED PAYMENT SURCHARGE WILL BE ADDED TO THE REGULAR FEE IN  
THOSE INSTANCES WHEN PAYMENT IS NOT MADE AT THE TIME OF DISPOSAL**

**EXHIBIT B**

**Burney Disposal, Inc.  
Fuel Surcharge Table  
August 1, 2018**

Effective August 1, 2018 through June 30, 2019, Contractor shall be permitted to charge the following Fuel Surcharge for residential and commercial collection services:

<b>Diesel Fuel Index<sup>1</sup></b>		<b>Gross Fuel Surcharge</b>	<b>CPI</b>	<b>Fuel Surcharge</b>
<i>From</i>	<i>To</i>			
\$0.01	\$2.85	0.00%	1.52%	0.00%
\$2.86	\$2.95	1.53%	1.52%	0.02%
\$2.96	\$3.05	1.74%	1.52%	0.23%
\$3.06	\$3.15	1.95%	1.52%	0.44%
\$3.16	\$3.25	2.16%	1.52%	0.65%
\$3.26	\$3.35	2.37%	1.52%	0.86%
\$3.36	\$3.45	2.58%	1.52%	1.07%
\$3.46	\$3.55	2.79%	1.52%	1.28%
\$3.56	\$3.65	3.00%	1.52%	1.49%
\$3.66	\$3.75	3.21%	1.52%	1.70%
\$3.76	\$3.85	3.42%	1.52%	1.91%
\$3.86	\$3.95	3.63%	1.52%	2.11%
\$3.96	\$4.05	3.84%	1.52%	2.32%
\$4.06	\$4.15	4.05%	1.52%	2.53%
\$4.16	\$4.25	4.26%	1.52%	2.74%
\$4.26	\$4.35	4.47%	1.52%	2.95%
\$4.36	\$4.45	4.68%	1.52%	3.16%
\$4.46	\$4.55	4.89%	1.52%	3.37%
\$4.56	\$4.65	5.10%	1.52%	3.58%
\$4.66	\$4.75	5.31%	1.52%	3.79%
\$4.76	\$4.85	5.52%	1.52%	4.00%
\$4.86	\$4.95	5.73%	1.52%	4.21%
\$4.96	\$5.05	5.94%	1.52%	4.42%
\$5.06	\$5.15	6.15%	1.52%	4.63%
\$5.16	\$5.25	6.36%	1.52%	4.84%
\$5.26	\$5.35	6.57%	1.52%	5.05%
\$5.36	\$5.45	6.78%	1.52%	5.26%
\$5.46	\$5.55	6.99%	1.52%	5.47%
\$5.56	\$5.65	7.20%	1.52%	5.68%
\$5.66	\$5.75	7.41%	1.52%	5.89%
\$5.76	\$5.85	7.62%	1.52%	6.10%
\$5.86	\$5.95	7.83%	1.52%	6.31%
\$5.96	\$6.05	8.04%	1.52%	6.52%
\$6.06	\$6.15	8.25%	1.52%	6.73%
\$6.16	\$6.25	8.46%	1.52%	6.94%
\$6.26	\$6.35	8.67%	1.52%	7.15%
\$6.36	\$6.45	8.88%	1.52%	7.36%
\$6.46	\$6.55	9.09%	1.52%	7.57%
\$6.56	\$6.65	9.30%	1.52%	7.78%

1. Diesel Fuel Index varies month to month and shall be the most current monthly "California U.S. On-Highway Diesel Fuel Price" as reported by the U.S. Energy Information Administration.

**RESOLUTION NO. 2018-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
AUTHORIZING AN INCREASE IN RESIDENTIAL, COMMERCIAL,  
AND TRANSFER STATION WASTE COLLECTION RATES AND FUEL  
SURCHARGES FOR BURNEY DISPOSAL, INC.**

**WHEREAS**, on June 24, 2014, the Board of Supervisors approved a ten-year franchise agreement, attached hereto as **Exhibit A** and incorporated herein (the "Agreement"), between Burney Disposal, Inc. and the County of Shasta for the collection of residential and commercial waste and the operation of the Fall River Mills and Burney Waste Disposal Transfer Stations (transfer stations) and

**WHEREAS**, the Agreement allows for annual adjustments in collection rates and transfer station disposal rates according to the change in the Consumer Price Index (CPI) and the change in hauling and disposal costs in excess of the change in the CPI; and

**WHEREAS**, the Agreement allows for adjustments in the fuel surcharge according to the change in the Consumer Price Index (CPI); and

**WHEREAS**, the Agreement provides that the total adjustment of rates permitted in any one year shall not exceed 8%.

**WHEREAS**, on June 1, 2018, a written notice describing the allowable waste collection rate and transfer station disposal rate adjustments and allowable fuel surcharge adjustments for the period from August 1, 2018 through July 1, 2023 was mailed to affected property owners in accordance with the provisions of Cal. Const., art. XIII D, §6; and

**WHEREAS**, on July 17, 2018, a public hearing was held to provide an opportunity to protest the proposed rate and fuel surcharge adjustments in accordance with the provisions of Cal. Const., art. XIII D, §6; and

**WHEREAS**, there was not a majority protest to the proposed adjustments.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors authorizes Burney Disposal, Inc. to set residential and commercial collections rates, transfer station disposal rates and fuel surcharges for the period from August 1, 2018 through June 30, 2019, at amounts not to exceed those maximum allowable rates as shown on **Exhibit B**, attached hereto and incorporated herein.

**BE IT FURTHER RESOLVED**, that the Board of Supervisors authorizes Burney Disposal, Inc. to annually, during the period from July 1, 2019 through July 1, 2023, set residential and commercial collection rates, transfer station disposal rates and fuel surcharges as provided in the Agreement.

Resolution No. 2018-  
July 17, 2018  
Page 2

**BE IT FURTHER RESOLVED**, that the Board of Supervisors designates the landfill operated by Anderson Solid Waste as the area for the disposal and dumping of waste collected by Burney Disposal, Inc.

**DULY PASSED AND ADOPTED** this 17th day of July, 2018 by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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

ATTEST:  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Scheduled Hearings - Public Works-8.

**SUBJECT:**

County Service Areas – Annual Parcel Charge Reports

**DEPARTMENT:** Public Works-County Service Areas

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Take the following actions on behalf of County Service Areas (CSAs): (1) Conduct a public hearing; (2) close the public hearing; (3) adopt a resolution which confirms the Annual Parcel Charge Reports for the various County Service Areas in Shasta County in the same amount as currently charged; and (4) direct the parcel charges be placed on the property tax bills for Fiscal Year 2018-19.

**SUMMARY**

A public hearing has been scheduled to consider the Annual Parcel Charge Reports for the various County Service Areas (CSAs). These reports will be used to levy parcel charges on the Fiscal Year 2018-19 tax bills.

**DISCUSSION**

CSAs are formed to provide urban services in rural areas. Each CSA is self-sufficient, funded through charges paid by the property owners within the CSA. Revenues are derived from bi-monthly water and sewer bills, and from parcel charges. Parcel charges are set annually by the Board. All of the proposed parcel charges are the same as last year.

It is recommended that the Board convene a public hearing to receive input on the proposed parcel charges. Public notice of the hearing was provided through a legal notice in the newspaper. Written protests and objections, if any, will be presented at the hearing. Following the public hearing, it is recommended that the Board adopt the attached resolution confirming the Annual Parcel Charge Reports. Brief explanations of the proposed parcel charges are as follows:

CSA #2 – Sugarloaf: A continuing charge of \$60 on each of the 82 parcels is proposed to fund future capital improvements and emergency repairs.

CSA #6 – Jones Valley: A parcel charge of \$61 on each of the 512 parcels is proposed to repay a Farmers Home Administration loan. Elk Trail is not subject to this charge. For the Silverthorn Summer Homes Subdivision this parcel charge will be collected in six installments on their bi-monthly water bill. A parcel charge of \$60 on each of the unconnected

parcels is proposed to compensate the CSA for standby costs. This includes a standby charge for each lot in the Elk Trail subdivision which has not established service.

CSA #7 – Burney (SW): A parcel charge of \$43 on each of the 104 parcels is proposed to pay for operation, maintenance, repair and replacement of the storm drain and flood protection system.

CSA #14 – Belmont: A parcel charge of \$20 on each of the 30 parcels is proposed to pay for operation; maintenance, repairs and replacement of the storm drain system. A parcel charge of \$118 on each of 10 parcels in the Burney Meadows Subdivision is proposed to pay for the drainage system maintenance services within the subdivision.

CSA #15 – Street Lighting: Parcel charges are proposed as shown in the table below, to pay for the operation; maintenance, repair and replacement of street lighting systems:

<b>Area</b>	<b>No. of Parcels</b>	<b>Charges per Parcel</b>	<b>Total Annual Charges</b>
Amber Ridge	44	3.20	140.80
Bally View	5	44.00	220.00
Blackstone Estates	20	12.00	240.00
Circle C Manor	58	13.00	754.00
Cody Addition No. 1	4	30.00	120.00
Cody Addition No. 2	26	20.00	520.00
Construction Way	4	75.00	300.00
Country Fields Estates	33	20.00	660.00
Danish Lane	9	24.00	216.00
Foothill Vista 1	27	20.00	540.00
Foothill Vista 2	8	15.00	120.00
Hollywood Drive	4	40.00	160.00
Manor Crest	44	24.00	1056.00
Marianas Way	42	15.00	630.00
Montgomery Hills	16	12.00	192.00
Palo Cedro Manor	23	37.00	851.00
Palo Cedro Oaks	41	40.00	1640.00
Rhonda View	17	29.00	493.00
Rolland Country Estates	14	25.00	350.00
Santa Barbara Estates 1	45	30.00	1350.00
Santa Barbara Estates 2	33	35.00	1155.00
Santa Barbara Estates 3 & 4	21	70.00	1470.00
Ski Way	4	34.00	136.00
Sombrero Court	5	34.00	170.00
Sylvan Trails Heights	32	4.00	128.00
Timber Hills Drive	3	70.00	210.00
Valparaiso Way	18	18.50	333.00
Victoria Highland Estates	17	10.00	170.00
Winchester Manor 1	33	21.00	693.00
Winchester Manor 2	27	7.00	189.00

## **ALTERNATIVES**

The Board may elect to modify the proposed parcel charges, or eliminate them altogether. The proposed parcel charges have been designed to meet specific needs within each of the respective CSAs. Where parcel charges fund debt service, reduced revenue may lead to loan defaults. A few of the proposed parcel charges fund ongoing maintenance, especially electrical

costs. In these cases, reduced revenue would lead to corresponding reductions in service within these CSAs.

**OTHER AGENCY INVOLVEMENT**

The Auditor-Controller’s Office will include the adopted parcel charges on the FY 2018-19 tax bills. County Counsel has approved the resolution as to form. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Adequate funds are included in the Adopted FY 2018-19 budgets for the various CSAs. The revenue will pay off debt and fund maintenance. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
CSAs & Lighting Annual Parcel Reports Resolution	6/18/2018	CSAs & Lighting Annual Parcel Reports Resolution
CSAs & Lighting Annual Parcel Reports Resolution (Exhibit A)	6/18/2018	CSAs & Lighting Annual Parcel Reports Resolution (Exhibit A)

**RESOLUTION NO. 2018-**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
CONFIRMING THE ANNUAL PARCEL REPORTS FOR FISCAL YEAR 2018-2019  
FOR COUNTY SERVICE AREAS NO. 2-SUGARLOAF;  
NO. 6-JONES VALLEY; NO. 7-BURNEY (SW);  
NO. 14-BELMONT; AND NO. 15-STREET LIGHTING**

**WHEREAS**, the Annual Parcel Reports for Fiscal Year 2018-2019 for County Service Areas No. 2-Sugarloaf, No. 6-Jones Valley, No. 7-Burney (SW), No. 14-Belmont, and No. 15-Street Lighting (collectively, the "Reports") were filed with the Clerk of the Board of Supervisors on June 11, 2018, in accordance with section 3.20.020 of the Shasta County Code; and

**WHEREAS**, the Reports contain a description of each parcel of real property receiving service or benefit from the respective County Service Areas and the amount of the charge for each parcel for each particular extended service; and

**WHEREAS**, the charges were established in accordance with applicable law including, where applicable, Article XIID of the California Constitution and the amount of the charge has not changed; and

**WHEREAS**, the Board of Supervisors heard and considered all of the objections or protests to the Reports at a public hearing held on July 17, 2018; and

**WHEREAS**, the Clerk of the Board of Supervisors published notice of the public hearing held on July 17, 2018, in accordance with applicable law.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Shasta that the attached Annual Parcel Reports for Fiscal Year 2018-2019 (Exhibit A) for County Service Areas No. 2-Sugarloaf, No. 6-Jones Valley, No. 7-Burney (SW), No. 14-Belmont, and No. 15-Street Lighting are hereby adopted without amendment.

**NOW, THEREFORE BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of Shasta that the parcel charges set forth in the Reports shall appear as a separate item on the tax bill for the affected parcels and shall be collected at the same time, and in the same manner, as ordinary County ad valorem property taxes are collected.

**DULY PASSED AND ADOPTED** this 17th day of July, 2018 by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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

ATTEST:  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CSA #2 - SUGARLOAF  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50013

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50013 PARCEL CHARGE BU 00346
085-020-011	G. MAXWELL	60.00
085-020-017	D. MARCIEL	60.00
085-020-018	J. BERESFORD	60.00
085-020-019	E. HAHN	60.00
085-020-020	K. HOPKINS	60.00
085-020-022	D. FITZSIMONS	60.00
085-020-023	J. BERESFORD	60.00
085-020-024	M. GARDNER	60.00
085-020-025	P. HEALY	60.00
085-020-029	CAPORALE REVOCABLE TRUST	60.00
085-020-043	CAPORALE REVOCABLE TRUST	60.00
085-020-045	S. RHODES	60.00
085-020-047	L. SENES	60.00
085-020-050	J. TURNER	60.00
085-020-051	C. BULLAN	60.00
085-020-052	V. GAULTER	60.00
085-030-003	R. RUNK/S. FRANCE	60.00
085-030-004	D. WAIT	60.00
085-030-005	N. ROTLISBERGER	60.00
085-030-006	S. SCHOONOVER	60.00
085-030-007	EWAN FAMILY TRUST	60.00
085-030-008	J. PARKS	60.00
085-030-011	M. BRIDEN	60.00
085-030-012	R. JENSEN	60.00
085-030-013	F. CIBULA	60.00
085-030-014	F. CIBULA	60.00
085-030-015	M. WAGLEY	60.00
085-030-016	L. FLETCHER/S. SCHAEFER	60.00
085-030-017	S. SCHAEFER/L. FLETCHER	60.00
085-030-018	G. MAXWELL	60.00
085-030-019	G. MCKENNA	60.00
085-030-020	G. MCKENNA	60.00
085-030-021	SY OAK KNOLL PARTNERSHIP	60.00
085-030-022	S. EGLOFF	60.00
085-030-023	G. SALAS	60.00
085-030-024	M. HENRY	60.00
085-030-025	R. STEELE	60.00
085-030-026	J. SCANLON	60.00
085-030-027	B. ANTHONY	60.00
085-030-028	ANTHONY FAMILY TRUST	60.00
085-030-029	GIRARD 2004 FAMILY TRUST	60.00
085-030-030	L. ROBISON	60.00
085-040-001	LIGHTY FAMILY 2013 TRUST	60.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CSA #2 - SUGARLOAF  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50013

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50013 PARCEL CHARGE BU 00346
085-040-002	A. BEATTY	60.00
085-040-003	R. GURRIES	60.00
085-040-004	R. ALLEN	60.00
085-040-008	COLLINS FAMILY TRUST	60.00
085-040-009	M. HENRY	60.00
085-040-010	G. WARD	60.00
085-040-011	G. ROCKWELL	60.00
085-040-012	P. WILLIAMS	60.00
085-040-013	FUGLER FAMILY TRUST	60.00
085-040-014	D. COBB	60.00
085-040-015	KISLING FAMILY TRUST	60.00
085-040-018	J. PARKS	60.00
085-040-019	H. LANGLEY	60.00
085-050-001	R. WAGLEY	60.00
085-050-002	D. LEE	60.00
085-050-003	B. SKROCKI	60.00
085-050-004	M. BURRY	60.00
085-050-005	B. SHELTON	60.00
085-050-006	M. HAYTER	60.00
085-050-007	T. ANDERSON	60.00
085-050-010	S. BLACKBURN	60.00
085-050-011	KNAUSS FAMILY TRUST	60.00
085-050-014	KNAUSS FAMILY TRUST	60.00
085-050-015	M. LARIZ	60.00
085-050-018	ROSSI FAMILY TRUST	60.00
085-050-019	R. ROSSI	60.00
085-050-020	J. SCHWARTZ	60.00
085-050-023	H. JONES	60.00
085-050-024	W. WILKINSON	60.00
085-050-025	W. SCHWENNING	60.00
085-050-026	J. ABADIR	60.00
085-060-010	R. MERLO	60.00
085-060-029	C. HALL	60.00
085-060-030	L. MONTHEI	60.00
085-060-031	E. MONTHEI	60.00
085-060-032	M. DEIR	60.00
085-060-033	HALL FAMILY TRUST	60.00
085-060-038	B. REED	60.00
085-060-040	K. COLLINS	60.00
TOTAL CHARGES		4,920.00

## EXHIBIT A

## ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019

CSA #6 - JONES VALLEY

(FINAL)

July 17, 2018

ASSESSMENT CODE 50003/50005

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-030-001	R. BOYER	61.00	0.00
304-030-002	B. BASANEZ	61.00	60.00
304-030-004	B. BASANEZ	61.00	60.00
304-030-009	B. BASANEZ	61.00	0.00
304-030-010	B. BASANEZ	61.00	60.00
304-030-012	J. HESS	61.00	0.00
304-030-014 COMBO PARCEL	B. BASANEZ	122.00	60.00
304-040-002	F. KUHN	61.00	0.00
304-040-005	P. COBARRUBIA	61.00	60.00
304-040-007	G. MEYERS	61.00	0.00
304-040-008	W. DANIELS	61.00	0.00
304-040-009	M. PALMER	61.00	0.00
304-050-002	W. DIANDA	61.00	0.00
304-050-003	K. ALDERSON	61.00	0.00
304-050-004	GALVIN LIVING TRUST	61.00	60.00
304-050-005	GALVIN LIVING TRUST	61.00	60.00
304-050-010	S. PANICH	61.00	0.00
304-050-011	J. SEABOURN	61.00	0.00
304-050-013	GALVIN LIVING TRUST	61.00	60.00
304-050-014	GALVIN LIVING TRUST	61.00	60.00
304-060-003	D. FREEMAN	61.00	60.00
304-060-008	F. AHLSTROM	61.00	0.00
304-060-009	K. BRIDGES	61.00	0.00
304-060-010	K. BRIDGES	61.00	60.00
304-060-011	C. GRAHAM	61.00	60.00
304-060-013	T. CARANICA	61.00	0.00
304-060-014	R. SANCHEZ	61.00	0.00
304-060-015	C. DENISON	61.00	60.00
304-060-016	T. DESMIDT	61.00	60.00
304-060-017	J. THOMPSON	61.00	0.00
304-060-018	S. SKOV	61.00	0.00
304-060-021	T. SKOV	61.00	0.00
304-060-022	S. SKOV	61.00	0.00
304-060-023	L. NICHOLS	61.00	0.00
304-060-033	M. MORAN	61.00	0.00
304-060-035	G. ZAIGRALIN	61.00	60.00
304-060-036	G. ZAIGRALIN	61.00	60.00
304-060-037	A. ARY	61.00	60.00
304-060-038	E. SANTEE	61.00	60.00
304-060-039	E. SANTEE	61.00	60.00
304-060-042	A. BOOZENNY	61.00	0.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CSA #6 - JONES VALLEY  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50003/50005

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-060-043	D. LOYD	61.00	0.00
304-060-044	D. LOYD	61.00	60.00
304-060-046	D. HANSFORD	61.00	0.00
304-060-047	S. SKOV	61.00	0.00
304-060-048	R. SZOSTAK	61.00	0.00
304-060-049	P. MOUANG	61.00	0.00
304-060-050	K. PHILLIPS	61.00	0.00
304-060-052 COMBO PARCEL	A. BJORKQUIST	122.00	0.00
304-060-053 COMBO PARCEL	R. MCEWEN	122.00	0.00
304-060-054	M. NORTHRUP	61.00	0.00
304-060-055	J. CARROLL	61.00	0.00
304-060-056	R. HEARD	61.00	60.00
304-060-057	R. HEARD	61.00	0.00
304-060-058 COMBO PARCEL	R. WOLOZ	122.00	0.00
304-060-059 COMBO PARCEL	M. ROBERTS	122.00	60.00
304-070-001	N. BORSJE	61.00	60.00
304-070-002	A. LOCKWOOD	61.00	0.00
304-070-003	M. MOBERLY	61.00	60.00
304-070-004	N. BOYER	61.00	0.00
304-070-005	K. MANCEBO	61.00	0.00
304-070-006	R. MARX	61.00	60.00
304-070-007	R. MARX	61.00	0.00
304-070-008	D. WALLACE	61.00	60.00
304-070-009	D. WALLACE	61.00	60.00
304-070-010	K. LEETE	61.00	60.00
304-070-011	K. LEETE	61.00	60.00
304-070-012	S. KINGSBURY	61.00	0.00
304-070-013	S. KINGSBURY	61.00	60.00
304-070-014	RESIN LLC	61.00	60.00
304-070-017	SKOV REAL ESTATE INV. LLC	61.00	0.00
304-070-018	D. ZAPATA	61.00	0.00
304-070-019	R. BROWN	61.00	0.00
304-070-020	H. WILSON	61.00	60.00
304-070-021	S. ANDERSON	61.00	0.00
304-070-022	D. PARKS	61.00	0.00
304-070-025	S. SKOV	61.00	0.00
304-070-026 COMBO PARCEL	R. SALLINEN	122.00	0.00
304-070-028	B. O'CONNOR	61.00	60.00
304-070-029	B. O'CONNOR	61.00	0.00
304-080-001	MAD RIVER INV. LLC	61.00	60.00
304-080-002	H. DAVIDSON	61.00	0.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CSA #6 - JONES VALLEY  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50003/50005

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-080-003	N. BORSJE	61.00	60.00
304-080-004	C. OTTWELL	61.00	60.00
304-080-005	R. PARDUE	61.00	60.00
304-080-006	M. FISHER	61.00	0.00
304-080-007	T. POST	61.00	60.00
304-080-008	S. WILLIAMS	61.00	60.00
304-080-009	S. WILLIAMS	61.00	0.00
304-080-010	H. BENNETT	61.00	0.00
304-080-011	N. BOYER	61.00	0.00
304-080-012	P. HEBERT	61.00	0.00
304-080-013	C. GRAY	61.00	0.00
304-080-014	G. JEWELL	61.00	0.00
304-080-015	R. WILD	61.00	0.00
304-080-017	B. OCONNOR	61.00	0.00
304-080-018	M. BARRON	61.00	60.00
304-080-019	M. BARRON	61.00	60.00
304-080-020	H. BENNETT	61.00	60.00
304-080-021	H. BENNETT	61.00	60.00
304-080-022	T. SMALL	61.00	60.00
304-080-023	T. SMALL	61.00	0.00
304-080-024	L. EASTMAN	61.00	0.00
304-080-025	D. GORDON	61.00	0.00
304-080-026	T. JEFFRES	61.00	0.00
304-080-027	J. FERGUSON	61.00	60.00
304-080-028	J. FERGUSON	61.00	0.00
304-080-029	J. FERGUSON	61.00	0.00
304-080-030	L. FLYNN	61.00	0.00
304-080-031	S. SKOV	61.00	0.00
304-080-032	J. GILBERT	61.00	0.00
304-080-033	K. GROSS	61.00	0.00
304-080-034	T. LAYTON	61.00	60.00
304-080-035	C. VANBOCKERN	61.00	0.00
304-080-036	D. WOLFORD	61.00	0.00
304-080-039	G. MORRISON	61.00	0.00
304-090-001	R. PARDUE	61.00	60.00
304-090-002	O. WILSON	61.00	60.00
304-090-003	E. VAN NESS	61.00	0.00
304-090-004	K. ROSE	61.00	0.00
304-090-005	J. JONES	61.00	0.00
304-090-006	S. ROGERS	61.00	0.00
304-090-007	F. COUCH	61.00	0.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CSA #6 - JONES VALLEY  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50003/50005

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-090-008	P. MCARDLE	61.00	0.00
304-090-009	K. WHITACRE	61.00	0.00
304-090-010	K. WHITACRE	61.00	60.00
304-090-011	R. FREEMAN	61.00	60.00
304-090-012	R. FREEMAN	61.00	0.00
304-090-013	M. MERINO	61.00	60.00
304-090-014	G. COATS	61.00	0.00
304-090-015	N. CEARLEY	61.00	0.00
304-090-016	CARDINAL TECHNOLOGIES LLC	61.00	60.00
304-090-019	C. ANDERSON	61.00	0.00
304-090-020	K. WALLACE	61.00	60.00
304-090-021	J. MURTOS	61.00	60.00
304-090-022	K. WALLACE	61.00	60.00
304-090-023	K. MORRIS	61.00	0.00
304-090-024	M. STYGAR	61.00	60.00
304-090-025	JETTA FINANCIAL LLC	61.00	60.00
304-090-026	R. PARDUE	61.00	60.00
304-090-027	R. PENLAND	61.00	0.00
304-090-028	T. CONDIT	61.00	0.00
304-090-029	S. NICHOLSON	61.00	0.00
304-090-030	R. CRAIG	61.00	0.00
304-090-031	T. ORR	61.00	0.00
304-090-032	J. DUNCAN	61.00	0.00
304-090-033	J. LONGO	61.00	0.00
304-090-034	J. CALKINS	61.00	0.00
304-090-035	W. ARREOLA	61.00	0.00
304-090-036	M. HEIDEMANN	61.00	0.00
304-090-037	HEXADE INC	61.00	0.00
304-090-038	M. DEFILLO	61.00	0.00
304-100-004	EQUITY TRUST CO.	61.00	0.00
304-100-005	EQUITY TRUST CO.	61.00	0.00
304-100-006	C. GALEWICK	61.00	0.00
304-100-007	N. HAWES	61.00	0.00
304-100-008	K. BOUGHTON	61.00	0.00
304-100-009	W. ANDERSON	61.00	0.00
304-100-010	D. KENNY	61.00	0.00
304-100-011	D. HOGGARD	61.00	0.00
304-100-012	S. HODGE	61.00	0.00
304-100-013	G. GROSS	61.00	0.00
304-100-014	N. VANORDEN	61.00	0.00
304-100-015	CM CAMANN ENT. INC	61.00	0.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CSA #6 - JONES VALLEY  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50003/50005

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-100-016	D. SNYDER	61.00	0.00
304-100-017	B. TAYLOR	61.00	0.00
304-100-018	G. SOUSA	61.00	0.00
304-100-019	L. LANE	61.00	0.00
304-100-020	M. MCKENDRY	61.00	0.00
304-100-021	L. NIEBUHR	61.00	0.00
304-100-022	L. NIEBUHR	61.00	60.00
304-100-023	D. SAUTER	61.00	0.00
304-100-024	H. WILSON	61.00	60.00
304-100-025	K. MOORE	61.00	0.00
304-100-026	D. KIRKPATRICK	61.00	0.00
304-100-027	H. WILSON	61.00	0.00
304-100-028	D. MERRYMAN	61.00	0.00
304-100-029	B. OCONNER	61.00	0.00
304-100-030	J. CHERLAND	61.00	0.00
304-100-031	T. OETZEL	61.00	0.00
304-100-032	J. WILLMOTT	61.00	0.00
304-100-033	L. DAY	61.00	0.00
304-100-034	G. SHAW	61.00	0.00
304-100-035	C. SNODGRASS	61.00	0.00
304-100-036	A. YORK	61.00	0.00
304-100-037	R. HETZEL	61.00	0.00
304-100-038	D. PAUL	61.00	0.00
304-100-039	L. SEELY	61.00	0.00
304-100-040	J. GUNDRED	61.00	0.00
304-100-042	P. HUGHES	61.00	0.00
304-100-043	L. BOYER	61.00	0.00
304-100-044	J. LEEKA	61.00	0.00
304-100-045	K. HOFFMAN	61.00	0.00
304-100-046	L. SEELY	61.00	0.00
304-100-047	SEELY FAM. TRUST	61.00	0.00
304-100-048	D. WILLIAMS	61.00	0.00
304-100-049	D. WILLIAMS	61.00	60.00
304-100-050	L. ESCATEL	61.00	0.00
304-100-051	L. ALDRICH	61.00	0.00
304-100-052	D. ROSE	61.00	0.00
304-100-053	G. BELL	61.00	0.00
304-100-056 COMBO PARCEL	L. APLING	122.00	0.00
304-100-057	K. HARTSELL	61.00	0.00
304-100-059	G. COATS	61.00	0.00
304-110-002	J. THOMPSON	61.00	0.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CSA #6 - JONES VALLEY  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50003/50005

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-110-003	S. BROWN	61.00	60.00
304-110-004	S. BROWN	61.00	0.00
304-110-005	B. BARRETT-JERPE	61.00	0.00
304-110-006	M. BARRETT	61.00	60.00
304-110-007	M. BARRETT	61.00	60.00
304-110-008	M. BARRETT	61.00	60.00
304-110-009	S. SKOV	61.00	0.00
304-110-010	M. HAMILTON	61.00	0.00
304-110-013	D. TRIFONOV/E. SERVINOVA	61.00	60.00
304-110-014	T. BRADY	61.00	60.00
304-110-016	G. CONRAD	61.00	0.00
304-110-017	P. MASTANTUONO	61.00	0.00
304-110-018	P. MASTANTUONO	61.00	60.00
304-110-019	M. LOOYSEN	61.00	0.00
304-110-020	R. RAY	61.00	60.00
304-110-021	R. RAY	61.00	60.00
304-110-022	R. MARX	61.00	0.00
304-110-025	C. GRAY	61.00	0.00
304-110-026	G. CONRAD	61.00	0.00
304-110-027	M. KELLY	61.00	0.00
304-110-028	J. FLORES	61.00	60.00
304-110-029	V. HIGHTOWER	61.00	60.00
304-110-030	V. HIGHTOWER	61.00	0.00
304-110-031	R. GARRISON	61.00	0.00
304-110-032	V. TYREE	61.00	0.00
304-110-033	R. SAFFEN	61.00	0.00
304-110-034	J. GOLTZ	61.00	0.00
304-110-035	M. FLASHNER	61.00	60.00
304-110-037	J. HUNT	61.00	0.00
304-120-001	S. GILLAN	61.00	0.00
304-120-002	D. MODICA	61.00	0.00
304-120-003	G. ESLINGER	61.00	0.00
304-120-004	L. GOODNER	61.00	0.00
304-120-005	T. PATTERSON	61.00	0.00
304-120-006	L. RAMPULLA	61.00	0.00
304-120-007	B. MEEKO	61.00	60.00
304-120-008	D. DAVIS	61.00	60.00
304-120-009	D. DAVIS	61.00	60.00
304-120-010	H. DAVIES	61.00	0.00
304-120-011	K. HEWITT	61.00	0.00
304-120-012	MORENO FAMILY TRUST	61.00	0.00

## EXHIBIT A

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 (FINAL)  
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ASSESSMENT CODE 50003/50005

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-120-013	S. SKOV	61.00	0.00
304-120-014	W. BAKER	61.00	0.00
304-120-015	C. ORR	61.00	0.00
304-120-016	A. BLUMENTHAL	61.00	0.00
304-120-017	R. SCHMIDT	61.00	0.00
304-120-018	T. HILL	61.00	0.00
304-120-019	T. HILL	61.00	60.00
304-120-023	C. COOPER	61.00	0.00
304-120-024	L. PALUMBO	61.00	0.00
304-120-025	J. WATERMAN	61.00	0.00
304-120-026	S. LAVOIE/E. GALLARDO	61.00	0.00
304-120-027	J. DUNCAN	61.00	60.00
304-120-028	D. GONZALES	61.00	0.00
304-120-032	Z. BUTT	61.00	60.00
304-120-033	S. ENGESETH	61.00	60.00
304-120-036	R. MANRIQUEZ	61.00	60.00
304-120-037	F. MASCARO	61.00	0.00
304-120-038	B. MORRIS	61.00	0.00
304-120-039	MANNING FAMILY REV. TRUST	61.00	0.00
304-120-040	L. MEYER	61.00	60.00
304-120-041	L. MEYER	61.00	0.00
304-120-042	T. LOOP	61.00	0.00
304-120-043	S. GIBSON	61.00	0.00
304-120-044	B. ELLIOTT	61.00	0.00
304-120-047 COMBO PARCEL	E. PRATER	183.00	0.00
304-120-049	E. WEAVER	61.00	0.00
304-120-050	C. BOOTH	61.00	0.00
304-130-001	DIMARIA FAM. TRUST	61.00	60.00
304-130-002	DIMARIA FAM. TRUST	61.00	60.00
304-130-003	J. BRAZIL	61.00	60.00
304-130-004	J. GRANT	61.00	0.00
304-130-005	MANNING FAMILY REV. TRUST	61.00	0.00
304-130-006	SKOV REAL ESTATE INV. LLC	61.00	0.00
304-130-007	S. WILSON	61.00	0.00
304-130-008	G. HUFF	61.00	60.00
304-130-009	BUCKEYE TRUST	61.00	0.00
304-130-010	L. PALUMBO	61.00	0.00
304-130-011	S. STREETER	61.00	0.00
304-130-012	L. HALE	61.00	0.00
304-130-013	S. SKOV	61.00	0.00
304-130-014	J. JOHNSON	61.00	0.00

## EXHIBIT A

## ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019

CSA #6 - JONES VALLEY

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ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-130-018	W. STAFFORD	61.00	0.00
304-130-019	C. SOMERS	61.00	0.00
304-130-020	G. HARRIS	61.00	0.00
304-130-021	T. OETZEL	61.00	60.00
304-130-022	C. MCCANDLESS	61.00	0.00
304-130-023	T. LEE	61.00	0.00
304-130-024	S. WILLIAMS	61.00	0.00
304-130-025	R. FULTON	61.00	0.00
304-130-026	C. JOHNSON	61.00	0.00
304-130-027	P. GANT	61.00	0.00
304-130-028	B. OCONNER	61.00	0.00
304-130-029	B. OCONNER	61.00	0.00
304-130-030	C. HALTER	61.00	60.00
304-130-031	LIONDIN LLC	61.00	60.00
304-130-032	ADDIEGO VENTURES	61.00	60.00
304-130-033	L. REAVES	61.00	0.00
304-130-034	S. BOLAND	61.00	0.00
304-130-035	R. HARPER	61.00	60.00
304-130-036	AGMA INTERNATIONAL LLC	61.00	60.00
304-130-037	J. MOSS	61.00	60.00
304-130-038	D. CRAITE	61.00	60.00
304-130-039	K. GALLARDO	61.00	0.00
304-130-040	R. HETZEL	61.00	0.00
304-130-041	M. OREILLY	61.00	0.00
304-130-042	M. O'REILLY	61.00	0.00
304-130-045	M. RODRIGUEZ	61.00	0.00
304-140-001	J. RESENDES	61.00	0.00
304-140-002	B. RAINEY	61.00	0.00
304-140-007	D. WILSON	61.00	0.00
304-140-008	D. WILSON	61.00	0.00
304-140-009	D. MURRAY	61.00	0.00
304-140-010	P. NYBERG	61.00	0.00
304-140-011	P. NYBERG	61.00	60.00
304-140-012	P. NYBERG	61.00	60.00
304-140-013	S. BOLAND	61.00	60.00
304-140-014	M. SUTHERLAND	61.00	0.00
304-140-015	L. KRUK	61.00	60.00
304-140-016	L. OLKOWSKI	61.00	0.00
304-140-017	K. MARTUSHEV	61.00	0.00
304-140-019	L. O'DELL	61.00	60.00
304-140-020	L. O'DELL	61.00	0.00

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 CSA #6 - JONES VALLEY  
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ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-140-021	C. WILEY	61.00	0.00
304-140-022	A. MORSE	61.00	0.00
304-140-023	B. WILSON	61.00	60.00
304-140-024	R. MORGAN	61.00	60.00
304-140-025	G. BORCHERT	61.00	0.00
304-140-026	L. HERNANDEZ	61.00	0.00
304-140-027	DIMARIA FAM. TRUST	61.00	60.00
304-140-028	D. OGDEN	61.00	0.00
304-140-029 COMBO PARCEL	S. WANBAUGH	122.00	0.00
304-150-001	L. KILGREN	61.00	0.00
304-150-002	T. PROUT	61.00	0.00
304-150-003	S. WILSON	61.00	0.00
304-150-004	E. COLE	61.00	60.00
304-150-005	P. EIRICH	61.00	0.00
304-150-006	G. HILL-SLINKARD	61.00	0.00
304-150-007	T. MARINKOVICH	61.00	0.00
304-150-010	F. CARRICO	61.00	0.00
304-150-011	K. PHILLIPS	61.00	0.00
304-150-014	T. MCCOY	61.00	0.00
304-150-015	M. HOLLIDAY	61.00	0.00
304-150-018	A. HART/C. EVANS	61.00	0.00
304-150-019	G. INGRAM	61.00	60.00
304-150-020	D. HOUSER	61.00	0.00
304-150-021	L. KING	61.00	60.00
304-150-022	R. SALLINEN	61.00	0.00
304-150-024	R. HARBUCK/J. COLLINS	61.00	0.00
304-150-025	L. SEELY	61.00	0.00
304-150-026	SKOV REAL ESTATE INV. LLC	61.00	0.00
304-150-027	SKOV REAL ESTATE INV. LLC	61.00	0.00
304-150-029	J. OTIS	61.00	0.00
304-150-030	T. NICOLLS	61.00	0.00
304-150-031	J. BREEDLOVE	61.00	0.00
304-150-032	FRANK LIVING TRUST	61.00	0.00
304-150-034	G. SOUSA	61.00	0.00
304-150-035	F. CHAIREZ	61.00	0.00
304-150-036	D. ARCHEY	61.00	60.00
304-160-001	B. OCONNER	61.00	0.00
304-160-002	D. PALMER	61.00	0.00
304-160-003	G. STAHL	61.00	0.00
304-160-004	C. KILGREN	61.00	60.00
304-160-005	N. KILGREN	61.00	0.00

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 CSA #6 - JONES VALLEY  
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ASSESSMENT CODE 50003/50005

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-160-006	S. SKOV	61.00	0.00
304-160-007	A. CROWHURST	61.00	0.00
304-160-008	G. MEYERS	61.00	0.00
304-160-009	J. HANSEN	61.00	0.00
304-160-010	J. YATES	61.00	0.00
304-160-011	SKOV REAL ESTATE INV. LLC	61.00	0.00
304-160-012	F. COUCH/S. JACKSON	61.00	0.00
304-160-013	F. COUCH	61.00	60.00
304-160-014	J. DIXSON	61.00	0.00
304-160-015	J. BARRY	61.00	0.00
304-160-016	R. RAY	61.00	60.00
304-160-017	B. KAVANAUGH	61.00	0.00
304-160-018	F. COUCH	61.00	0.00
304-160-019	T. LYONS	61.00	0.00
304-160-020	M. BLACKMAN	61.00	0.00
304-160-021	D. SNYDER	61.00	0.00
304-160-022	M. HAMILTON	61.00	0.00
304-170-001	V. CASTELLANOS	61.00	0.00
304-170-004	J. AIKINS	61.00	0.00
304-170-007	E. PRATER	61.00	0.00
304-170-008	S. SKOV	61.00	0.00
304-170-009	V. WHITE	61.00	60.00
304-170-010	B. OCONNER	61.00	0.00
304-170-011	BUCKEYE TRUST OF 2009	61.00	60.00
304-170-012	BUCKEYE TRUST OF 2009	61.00	0.00
304-170-013	G. SMITH	61.00	0.00
304-170-014	B. OCONNER	61.00	0.00
304-170-015	C. SISK-FRANCO	61.00	0.00
304-170-016	SALADO FAM. TRUST	61.00	60.00
304-170-017	S. SKOV	61.00	0.00
304-170-020	K. WALLEN	61.00	0.00
304-170-021	B. DANAHER	61.00	0.00
304-170-022	K. WIDLROITHER	61.00	0.00
304-170-023	BROWN FAM. TRUST	61.00	0.00
304-170-024	PALMER FAMILY TRUST	61.00	0.00
304-170-025	J. FISHER	61.00	0.00
304-170-028	G. RAY	61.00	0.00
304-170-030	MORLEY FAMILY TRUST	61.00	0.00
304-170-031	MORLEY FAMILY TRUST	61.00	60.00
304-170-032	R. MERLO	61.00	60.00
304-170-033	T. PORTER	61.00	0.00



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ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-170-034	R. MERLO	61.00	0.00
304-180-007	C. MYERS	61.00	0.00
304-180-012	T. BAILEY	61.00	60.00
304-180-013	F. LINDAUER	61.00	60.00
305-010-001	A. HARRIS	61.00	0.00
305-010-008	V. VAN ORDEN	61.00	0.00
305-010-009	J. REGINATO	61.00	0.00
305-010-010	B. GRIMES	61.00	0.00
305-010-011	W. KENT	61.00	0.00
305-040-005	E. BAKER	61.00	0.00
305-040-006	E. EMSTRUM	61.00	60.00
305-040-007	H. BOOK	61.00	0.00
305-040-008	B. ROTH LISBERGER	61.00	60.00
305-040-009	M. PERRY	61.00	0.00
305-040-010	D. GORDON	61.00	0.00
305-050-005	L. COMPTOIS	61.00	60.00
305-050-006	D. WILSON	61.00	0.00
305-050-007	D. FRANKLIN	61.00	0.00
305-050-008	D. FRANKLIN	61.00	60.00
305-050-009	B. GRAY	61.00	0.00
305-050-010	S & H ROWLEY TRUST	61.00	0.00
305-050-011	C. GAEDDERT	61.00	0.00
305-080-003	M. WANBAUGH	61.00	0.00
305-080-004	J. MCNALLY	61.00	0.00
305-080-005	W. SCHMIDT	61.00	0.00
305-080-006	D. FRANKLIN	61.00	0.00
305-080-007	S. HARBUCK	61.00	0.00
305-080-008	R. CARTER	61.00	0.00
305-080-009	P. LILLIS	61.00	0.00
	SUBTOTAL	27,389.00	7,200.00

## ELK TRAIL OWNERS (NOT CURRENTLY USING WATER)

304-190-001	E. BURNETT	0.00	60.00
304-190-002	L. THORNTON	0.00	60.00
304-190-006	C. JOHNSON	0.00	60.00
304-190-007	K. SAEPHAN	0.00	60.00
304-200-002	S. PROAPS	0.00	60.00
304-200-005	DI BRIMONZA TRUST	0.00	60.00
304-210-001	G. COATS	0.00	60.00

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ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-210-003	W. SCOTT	0.00	60.00
304-210-004	W. SCOTT	0.00	60.00
304-210-006	M. LOMBARDO	0.00	60.00
304-210-007	D. WRIGHT	0.00	60.00
304-220-004	F. BICKERT	0.00	60.00
304-220-005	F. BICKERT	0.00	60.00
304-220-007	H. ROGERS	0.00	60.00
304-230-001	W. DILBECK	0.00	60.00
304-230-005	J. HILL	0.00	60.00
304-230-006	M. DELL AMICO	0.00	60.00
304-230-007	M. GREENE	0.00	60.00
304-230-011	R. MUELLER	0.00	60.00
304-240-001	B. FAY	0.00	60.00
304-240-003	M. GREENE	0.00	60.00
304-240-004	R. STROH	0.00	60.00
304-240-005	L. BOYLE	0.00	60.00
304-240-008	O. GORDON	0.00	60.00
304-250-002	J. HALL/V. FRANKLIN	0.00	60.00
304-250-004	G. DOYLE	0.00	60.00
304-250-005	B. JEROME	0.00	60.00
304-250-008	J. STOUT	0.00	60.00
304-250-009	J. STOUT	0.00	60.00
304-260-002	J. GARCIA	0.00	60.00
304-260-004	J. GARCIA	0.00	60.00
304-260-005	J. WESTFALL	0.00	60.00
304-260-006	J. LAMBERSON	0.00	60.00
304-260-007	J. LAMBERSON	0.00	60.00
304-260-008	R. MCHENRY	0.00	60.00
304-270-001	J. AGUIRRE	0.00	60.00
304-270-003	G. BROZ	0.00	60.00
304-270-004	B. COLLINS	0.00	60.00
304-270-005	J. REITZ	0.00	60.00
304-270-006	M. BYRNE	0.00	60.00
304-280-002	J. PONCE	0.00	60.00
304-280-003	E. BOWLES	0.00	60.00
304-280-009	D. NAPOLITANO	0.00	60.00
304-290-001	G. PARTRIDGE	0.00	60.00
304-290-002	R. HUSNER	0.00	60.00
304-290-003	J. KIRCHNER	0.00	60.00
304-290-008	B. ASHBY	0.00	60.00
304-290-011	K. DIEU	0.00	60.00

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ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-300-002	T. PINAULT	0.00	60.00
304-300-003	J. STINCHFIELD	0.00	60.00
304-300-004	W. DRAKE	0.00	60.00
304-300-005	J. MILENEWICZ	0.00	60.00
304-300-006	J. SIIPOLA	0.00	60.00
304-300-008	A. DELASHMUTT	0.00	60.00
304-300-009	E. BALDWIN	0.00	60.00
304-310-001	R. BLACKFORD	0.00	60.00
304-310-003	B. MCLAUGHLIN	0.00	60.00
304-310-004	B. MCLAUGHLIN	0.00	60.00
304-310-005	R. BYERS	0.00	60.00
304-310-007	Z. COLBERT	0.00	60.00
304-310-008	H. WHITLOCK	0.00	60.00
304-320-002	F. MORELLO	0.00	60.00
304-320-004	J. LEEDY	0.00	60.00
304-320-007	M. LUSHBOUGH	0.00	60.00
304-320-011	MULLNIX FAMILY TRUST	0.00	60.00
304-330-004	M. HALL	0.00	60.00
304-330-007	J. CARMONE	0.00	60.00
304-330-009	MOEGERLE FAMILY TRUST	0.00	60.00
304-330-011	K. JALQUIN	0.00	60.00
304-330-012	G. WALL	0.00	60.00
304-330-013	LAWSON FAMILY TRUST	0.00	60.00
304-330-014	L. BERRY	0.00	60.00
304-330-015	B. BENTHIN	0.00	60.00
305-010-003	P. THOMPSON	0.00	60.00
305-020-001	J. THOR	0.00	60.00
305-020-008	R. DAVIDSON	0.00	60.00
305-020-009	K. DAVOLI	0.00	60.00
305-030-010	J. BELL	0.00	60.00
305-040-011	D. CRAITE	0.00	60.00
305-040-012	K. SCHMIDT	0.00	60.00
305-040-013	A. STANDIFER	0.00	60.00
305-050-001	D. STARMAN	0.00	60.00
305-060-007	R. VINCENT	0.00	60.00
305-060-008	N. RODINA	0.00	60.00
305-060-009	D. DUNLAP	0.00	60.00
305-060-010	A. JONES	0.00	60.00
305-070-005	KUNDE REVOC TRUST	0.00	60.00
305-070-009	P. HILDEBRANDT	0.00	60.00
305-070-010	C. CATERON	0.00	60.00

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305-080-012	T. MENNE	0.00	60.00
305-080-013	R. FLYNN	0.00	60.00
305-130-003	JERICO PROJECT, INC.	0.00	60.00
305-130-004	JERICO PROJECT, INC.	0.00	60.00
305-130-054	JERICO PROJECT, INC.	0.00	60.00
	SUBTOTAL	0.00	5,640.00

Parcels listed below are part of the Silverthorn Summer Homes Subdivision and taxed as unsecured personal property. The parcel charge will be collected in six installments on respective property owners' bimonthly water bills.

304-410-001	G. PICHE	61.00	0.00
304-410-002	T. BODDY	61.00	0.00
304-410-003	H. MICHAUD	61.00	0.00
304-410-004	M. KALENDA	61.00	0.00
304-410-005	B. HAGEMANN	61.00	0.00
304-410-006	J. LONG	61.00	0.00
304-410-007	ALLEN FAMILY TRUST	61.00	0.00
304-410-008	R. CONNOLLY	61.00	0.00
304-410-009	E. YOUNG	61.00	0.00
304-410-010	A. GERVOLSTAD	61.00	0.00
304-410-011	R. HOADLEY	61.00	0.00
304-410-012	T. BALES	61.00	0.00
304-410-013	D. WALTER	61.00	0.00
304-410-014	R. JOHNSON	61.00	0.00
304-410-015	D. PARMAN	61.00	0.00
304-410-016	D. VOSS	61.00	0.00
304-410-017	S. MANDELL	61.00	0.00
304-410-018	D. TOWNSLEY	61.00	0.00
304-410-019	USDA FOREST SERVICE	0.00	0.00
	Home burned. No longer permittable		
304-410-020	D. CINTI	61.00	0.00
304-410-021	R. CLOSE	61.00	0.00
304-410-022	R. THOMPSON	61.00	0.00
304-410-023	R. SEARLE	61.00	0.00
304-410-024	P. KELLY	61.00	0.00
304-410-025	N. LACEY	61.00	0.00
304-410-026	L. ELLIOTT	61.00	0.00
304-410-027	J. NICHOLSON	61.00	0.00
304-410-028	J. EVANS	61.00	0.00

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ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-410-029	D. TAYLOR	61.00	0.00
304-410-030	D. LONG	61.00	0.00
304-410-031	G. LIEBHARD	61.00	0.00
304-410-032	D. GAMBLIN	61.00	0.00
304-410-033	K. HARTMAN	61.00	0.00
304-410-034	M. SHIPLEY	61.00	0.00
304-410-035	S. FRASE	61.00	0.00
304-410-036	M. VAN ARSDALE	61.00	0.00
304-410-037	G. THORN	61.00	0.00
304-410-038	N. PRIOR	61.00	0.00
304-410-039	M. LOPEZ	61.00	0.00
304-410-040	H. HOMAN	61.00	0.00
304-410-041	L. SMITHSON	61.00	0.00
304-410-042	P. SIMPSON	61.00	0.00
304-410-044	D. BLACKWELL	61.00	0.00
304-410-045	B. TONSAGER	61.00	0.00
304-410-046	D. ZINCHINI	61.00	0.00
304-410-047	L. SULLIVAN	61.00	0.00
304-410-048	R. HANSON	61.00	0.00
304-410-049	L. CLARK	61.00	0.00
304-410-050	D. KING	61.00	0.00
304-410-051	R. LARSON	61.00	0.00
304-410-052	J. CESAR	61.00	0.00
304-410-053	R. ROUSSEL	61.00	0.00
304-410-054	M. MCKIM	61.00	0.00
304-410-055	A. ANDERSEN	61.00	0.00
304-410-056	J. TORRES	61.00	0.00
304-410-057	J. KEENAN	61.00	0.00
304-410-058	R. HERNANDEZ	61.00	0.00
304-410-059	T. CURCIO	61.00	0.00
304-410-060	S. MCCOLLUM	61.00	0.00
304-410-061	A. PYNE	61.00	0.00
304-410-062	B. HOLMGREN	61.00	0.00
304-410-063	A. TROCHMAN	61.00	0.00
304-410-064	M. JONES	61.00	0.00
304-410-065	S. DUNCAN	61.00	0.00
304-410-066	E. CHRISTENSEN	61.00	0.00
304-410-067	R. NEAL	61.00	0.00
304-410-068	D. KINSMAN	61.00	0.00
304-410-069	D. COPPE	61.00	0.00
304-410-070	K. PICKETT	61.00	0.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CSA #6 - JONES VALLEY  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50003/50005

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	50003 PARCEL CHARGE BU 00357	50005 PARCEL CHARGE BU 00377
304-410-071	J. MELLO	61.00	0.00
304-410-072	MACK REV. TRUST	61.00	0.00
304-410-073	T. GRATNY	61.00	0.00
304-410-074	C. WHITSON	61.00	0.00
304-410-075	SHATTUCK FAMILY TRUST	61.00	0.00
	TOTAL CHARGES	4,453.00	0.00
	GRAND TOTAL	31,842.00	12,840.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CSA #7 - BURNEY (SW)  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50007

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE BU 00393
028-480-001	R. TORGRIMSON	43.00
028-480-002	T. NOACK	43.00
028-480-003	J. HAYES	43.00
028-480-004	SNELLING FAMILY 1992 REV TRUST	43.00
028-480-005	R. BORKEY	43.00
028-480-006	R. BORKEY	43.00
028-480-007	KLOBAS FAMILY TRUST	43.00
028-480-008	DOUGHTY FAMILY TRUST	43.00
028-480-009	DAVIS FAMILY TRUST	43.00
028-480-010	MAY FAMILY TRUST	43.00
028-480-011	SICKLER FAMILY TRUST	43.00
028-480-012	F. HELLER	43.00
028-480-013	C. SHARP	43.00
028-480-014	R. DAVIES	43.00
028-480-015	R. KERNAN	43.00
028-480-016	D. ARMSTRONG	43.00
028-480-017	R. BOGGS	43.00
028-480-018	D. SIBERT	43.00
028-480-019	T. JOHNSTONE	43.00
028-480-020	TDW LIVING TRUST	43.00
028-480-021	BINGER FAMILY TRUST	43.00
028-480-022	J. SALO	43.00
028-480-023	R. ROGERS	43.00
028-480-024	R. ROGERS	43.00
028-480-025	D. KACZOROWSKI	43.00
028-480-026	BULLARD FAMILY TRUST	43.00
028-480-027	M. BALSAMO	43.00
028-480-028	M. BALSAMO	43.00
028-480-029	J. SALO	43.00
028-480-030	J. CLARK	43.00
028-480-031	LENTZ FAMILY TRUST	43.00
028-480-032	VALINOTI FAMILY TRUST	43.00
028-480-033	H. KRIEG	43.00
028-480-034	G. TRAMMELL	43.00
028-480-035	M. MASTERS	43.00
028-490-001	R. ROGERS	43.00
028-490-002	QUISTGARD FAMILY TRUST	43.00
028-490-003	KEATING FAMILY TRUST	43.00
028-490-006	C. HARRINGTON	43.00
028-490-007	W. SONGER	43.00
028-490-008	G. HOMER	43.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CSA #7 - BURNEY (SW)  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50007

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE BU 00393
028-490-009	T. CAIN	43.00
028-490-012	H. VAN CLEAVE	43.00
028-490-024	S. NEBLETT	43.00
028-490-025	R. TUCKER	43.00
028-490-026	WOODRUM FAMILY 2006 TRUST	43.00
028-490-027	L. MADDEN	43.00
028-490-028	R. ROGERS	43.00
028-490-029	R. ROGERS	43.00
028-490-030	R. METCALF	43.00
028-490-031	R. LEE	43.00
028-490-033	R. ROGERS	43.00
028-490-037	GREEN FAMILY TRUST	43.00
028-490-038	J. HRIBAR	43.00
028-490-039	J. TURNER	43.00
028-490-040	MITCHEL FAMILY REV TRUST OF 2013	43.00
028-490-041	C. LYONS	43.00
028-490-042	C. LYONS	43.00
028-490-044	J. CALZIA	43.00
028-490-045	C. CHAMPION	43.00
028-490-048	R. ROGERS	43.00
028-490-049	GREEN FAMILY TRUST	43.00
028-510-001	C. SKINNER	43.00
028-510-002	BREEDVELD FAMILY 2014 TRUST	43.00
028-510-003	J. ROCHA	43.00
028-510-004	D. GREEN-LAVERE	43.00
028-510-005	ARMSTRONG FAMILY TRUST	43.00
028-510-006	J. ZIEMER	43.00
028-510-007	A. GRANT	43.00
028-510-008	MCCRORY 1997 FAMILY TRUST	43.00
028-510-009	SKINNER FAMILY TRUST	43.00
028-510-010	M. WRIGHT	43.00
028-510-011	C. PETTY	43.00
028-510-012	N. WHITFORD	43.00
028-510-013	R. CROOK	43.00
028-510-014	BARNES FAMILY REV TRUST DVA	43.00
028-510-015	J. FERGUSON	43.00
028-510-016	SPENCER FAMILY TRUST 2016	43.00
028-510-017	SOLDATE FAMILY REV TRUST	43.00
028-510-018	K. TAYLOR	43.00
028-510-019	B. CANTU	43.00
028-510-020	MCCASKILL FAMILY TRUST	43.00



## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
 CSA #7 - BURNEY (SW)  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50007

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE BU 00393
028-520-001	TRYAN FAMILY TRUST	43.00
028-520-002	F. BARTELL	43.00
028-520-003	ANDERSON FAMILY TRUST	43.00
028-520-004	W. HATHAWAY	43.00
028-520-005	S. WEGAT	43.00
028-520-006	B. MOORING	43.00
028-520-007	SCHMIERER FAMILY TRUST	43.00
028-520-008	SPENCER FAMILY TRUST	43.00
028-520-009	D. BAKER	43.00
028-520-010	S. WALL	43.00
028-520-011	J. FRUGUGLIETTI	43.00
028-520-012	D. BARRY	43.00
028-520-013	J. CHANDLER	43.00
028-520-014	G. MANN	43.00
028-520-015	G. MANN	43.00
028-520-016	G. GORDON	43.00
028-520-018	V. LAAK	43.00
028-520-021	K. TAYLOR	43.00
028-520-022	J. CALENDO	43.00
028-520-023	M. ST. CLAIR	43.00
028-520-024	R. ON	43.00
028-520-025	J. BENZON	43.00
	TOTAL CHARGES	4,472.00

## EXHIBIT A

ANNUAL PARCEL REPORT FISCAL YEAR 2018-2019  
 CSA #14 BELMONT (STORM DRAIN)  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50001

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE BU 00385
028-380-005	T. RIDDELL	20.00
028-380-006	B. MILLER	20.00
028-380-007	D. POWERS	20.00
028-380-008	D. ALOISI	20.00
028-380-009	C. HALTER	20.00
028-380-010	L. MITCHELL	20.00
028-380-011	P. GEORGE	20.00
028-380-012	Z. MILLER	20.00
028-380-013	J. BECKER	20.00
028-380-014	BOSLEY FAMILY TRUST	20.00
028-380-015	H. BRIDGER	20.00
028-380-016	BOSLEY FAMILY TRUST	20.00
028-380-017	M. UNTERREINER	20.00
028-380-018	K. BOYER	20.00
028-380-019	R. COURREJOU	20.00
028-380-020	S. AMARAL	20.00
028-380-021	K. TAYLOR	20.00
028-380-022	K. SPOONER	20.00
028-380-023	R. RANSLOW	20.00
028-380-024	D. UGBINADA	20.00
028-380-026	H. LAKEY	20.00
028-380-027	DA WALLACE FAMILY TRUST 2016	20.00
028-380-028	K. SHARP	20.00
028-380-029	N. HELLE	20.00
028-380-030	L. RAU	20.00
028-380-031	J. MARTIN	20.00
028-380-032	C. WRIGHT	20.00
028-380-033	J. DEWALL	20.00
028-380-034	J. VERT	20.00
028-380-035	T. PUSKARICH	20.00
	TOTAL CHARGES	600.00

## EXHIBIT A

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019  
CSA #14 - BELMONT (BURNEY MEADOWS SUBDIVISION)  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50011

ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE BU 00385
028-530-042	C. OLMSTED	118.00
028-530-043	R. REGER	118.00
028-530-044	D. GARLOFF	118.00
028-530-047	N. DAWIRS	118.00
028-530-060	R. WALKER	118.00
028-530-062	M. NUICH	118.00
028-530-072	SICKLER FAMILY TRUST	118.00
028-530-074 COMBO PARCEL	F. VALENTINE	236.00
028-530-075 COMBO PARCEL	N. DAWIRS	236.00
028-530-076 COMBO PARCEL	D. DAWIRS	354.00
	TOTAL CHARGES	1,652.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 AMBER RIDGE LIGHTING AREA  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
205-720-001	HATFIELD KANDRA tr	3.20
205-720-002	HOBBS BENTON F III & DENISE	3.20
205-720-003	JOINER TAMARA	3.20
205-720-004	SCOTT DAVID & KATHLEEN	3.20
205-720-005	LUKER MARK ALAN & ANNE ELIZABETH	3.20
205-720-044	ARNETT 2004 TRUST	3.20
205-720-007	MATTHEWS RICHARD & DOROTHY IRENE TR	3.20
205-720-008	HEFFLEY GARY LYNN & ELIZA MARIE TR	3.20
205-720-009	SHERWOOD DANYEL	3.20
205-720-010	BURGESS LARRY L & PHYLLIS A	3.20
205-720-011	NELSON JANICE M TR	3.20
205-720-012	ST AUBIN PAUL A & MARY A	3.20
205-720-013	DELFER RODNEY DEAN & ROXANNA M	3.20
205-720-042	HEIDEN CHRISTOPHER A & LAURA J	3.20
205-720-016	GHAG SANTOKH S & GURINDER K	3.20
205-720-017	ESGET BRENT & HEATHER	3.20
205-720-018	CRAIN RICHARD E & MANDI	3.20
205-720-019	BORDEN RICHARD JOHN & LEEANN MARIE	3.20
205-720-020	GHAG SANTOKH S & GURINDER K	3.20
205-720-021	BROWN SHERRY L & LOIS M	3.20
205-720-022	PRYOR TOY EDWARD LIVING TRUST	3.20
205-720-023	WOOD ERIK & ALICIA A	3.20
205-720-024	CASH RYAN & JENNIFER	3.20
205-720-025	DUNEGAN PHILLIP M & JEAN F TR	3.20
205-720-026	HAMILTON KELLIE M LIVING TRUST	3.20
205-720-027	ROSENBERG STEVE 2011 REVOCABLE TRUST	3.20
205-720-028	WELLINGTON TROY & LIZ	3.20
205-720-029	WELLINGTON JENNE M	3.20
205-720-030	COOPER DONALD L & JOYCE A REV LIV TRUST	3.20
205-720-031	COOPER DONALD L & JOYCE A REV LIV TRUST	3.20
205-720-032	CROSSON GEORGE & PHYLLIS	3.20
205-720-033	JENSEN HEATH E & KELLY E	3.20
205-720-034	SHAFFER CHRISTOPHER & SUSAN	3.20
205-720-043	STRIEK GARY R	3.20
205-720-037	SCHLUETER JAMES H & DEBRA R	3.20

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
AMBER RIDGE LIGHTING AREA  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
205-010-026	WALL KEVIN W & JESSICA L	3.20
205-010-028	CRAMER ROSS M & GUADALUPE J	3.20
205-720-038	VALDIVIA ADRIAN & ROBYN	3.20
205-720-039	EAVES JOHN A & SANDRA K TR	3.20
205-720-040	HELMER STEWART T & LINDA S	3.20
205-720-041	MORGAN JON D & DEBBIE L	3.20
205-010-030	FUST IRWIN H JR & CAROL A	3.20
205-010-031	ENGEL MARK S & DEBORAH J	3.20
205-010-032	AZEVEDO TIMOTHY D & JILL R	3.20
	TOTAL CHARGES	140.80

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
BALLY VIEW LIGHTING  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
204-710-002-000	ANGEL 2014 TRUST	44.00
204-710-001-000	GUARINO RODNEY J & LAURINE M	44.00
204-710-009-000	SEWELL KELLEY & SNYDER SHAWN	44.00
204-710-008-000	BAKER JOE M & SHAUNA	44.00
204-710-007-000	SIERRA MICHAEL G	44.00
	TOTAL CHARGE	220.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 BLACKSTONE ESTATES LIGHTING AREA  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
207-560-001	PEARSON LYNNE C	12.00
207-560-002	MYERS HARRY C & KATHRYN	12.00
207-560-003	ROBERTSON SCOTT	12.00
207-560-004	MORRIS FAMILY TRUST	12.00
207-560-005	CORREIA LUA MARY	12.00
207-560-006	FITCH CHRISTOPHER & SARAH	12.00
207-560-007	GRIFFITH MICHAEL & JOVANNE REV TRUST	12.00
207-560-008	ROBERTS JOFFRE B JR & MELINDA T	12.00
207-560-009	WASSENAAR CARL R & ROBIN L TR	12.00
207-560-010	WEIL MICHAEL & JAMIE	12.00
207-560-011	PHILLIPS MICHAEL D & JEAN	12.00
207-560-012	BALL KAREN & MICHAEL	12.00
207-560-013	FAUSONE MICHAEL & SHIRLEY REV LIV TRUST	12.00
207-560-014	TADLOCK JIMMY D ETAL	12.00
207-560-015	ARONS TINA M	12.00
207-560-016	RICHARDS THOMAS J & LISA R	12.00
207-560-017	LACHAUSSEE TOM P & CRYSTAL	12.00
207-560-018	LUCERO FRED & DENNISE LIVING TRUST	12.00
207-560-019	KNOTT FAMILY 2016 TRUST	12.00
207-560-020	BUNT WALTER W & PENNY N	12.00
	TOTAL CHARGE	240.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019

CIRCLE 'C' MANOR LIGHTING

(FINAL)

July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
087-310-001-000	BATORY KATHERINE ANN TR	13.00
087-310-002-000	ROMIG JAMES T & BETTY L	13.00
087-310-003-000	WILLIAMS CHERYL	13.00
087-310-004-000	MIDDLEBROOKS KENDRA	13.00
087-310-005-000	FERNANDEZ ARNULFO 2016 REV TRUST	13.00
087-310-006-000	DUCHI MINDY	13.00
087-310-007-000	BOLES DAVID L TR	13.00
087-310-008-000	TOERPE TROY N	13.00
087-310-009-000	MCDONALD CHRIS L & LINDA L	13.00
087-310-010-000	HOPPER CHESTER WAYNE & DONNA DARLENE	13.00
087-310-011-000	CHENARD DANIEL J & SAYOKO	13.00
087-310-012-000	OLSON LAREE J	13.00
087-310-013-000	RYCHETSKY CHRISTINE	13.00
087-310-014-000	BURGESS BROWN REVOCABLE FAMILY TRUST	13.00
087-310-015-000	MINUGH KRISTIN L & STUART C	13.00
087-310-016-000	DOUGLASS TIMOTHY ETAL	13.00
087-310-017-000	SULLIVAN STEVEN M	13.00
087-310-018-000	SHIPMAN VICKI L & TONY A	13.00
087-310-019-000	CROWL STEVEN T	13.00
087-310-020-000	GALWEY MORGAN C	13.00
087-310-021-000	GOODWIN KEVIN BLAIR & KELLY MARIE	13.00
087-310-022-000	CORDOVA LUIS & DENISE	13.00
087-310-023-000	JACOBS GERALDINE REVOCABLE TRUST 2012	13.00
087-310-024-000	WILLIAMS DAVID P & SUSAN D	13.00
087-310-025-000	SMITH GARY SCOTT & DENISE TR	13.00
087-310-026-000	BOLLINGER JOSHUA M	13.00
087-310-027-000	BRUCKENSTEIN CASEY RYAN & JENNECA GINGER	13.00
087-310-028-000	KRON DANIEL NORMAN	13.00
087-310-029-000	HEESE BRIAN & GINNI	13.00
087-310-030-000	COYER JAMES J JR & SHAWNA L	13.00
087-310-031-000	SMIRCICH FAMILY TRUST	13.00
087-310-032-000	LEE BRIANA & MARCUS JR	13.00
087-310-033-000	ARMSTEAD ANDREW & PAULA	13.00
087-310-034-000	SULLIVAN MATTHEW PAUL & ALEXANDRA	13.00



## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 CIRCLE 'C' MANOR LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
087-310-035-000	GOMES LUIS A & CAROLYN M	13.00
087-310-036-000	BROWN MICHAEL & REBECCA	13.00
087-310-037-000	TUPPER CARLA JEAN	13.00
087-310-038-000	MORTON DEBRA L TRUST	13.00
087-310-039-000	ROVERA CIERRA & VILLALVAZO SIMON	13.00
087-310-040-000	TRAETZ CHRISTOPHER E & KATHERINE E	13.00
087-310-041-000	SKELTON FAMILY TRUST	13.00
087-310-042-000	RALSTON RACHEL	13.00
087-310-043-000	MCMAHON FRANK D & DONNA M TR	13.00
087-310-044-000	BESSLER ETHAN & MARY	13.00
087-310-045-000	FRY ZACHARY R & RISLING-FRY MALLORY B	13.00
087-310-046-000	COWAN STEVE & DAINA	13.00
087-310-047-000	SHERBURNE IRENE CONSTANCE LIV TRUST	13.00
087-310-048-000	ALLEN JARROD W	13.00
087-310-049-000	HUTTEN DENICE D	13.00
087-310-050-000	FISH JEFFREY & DOMINICA	13.00
087-310-051-000	ALLEN DALE A & SUSAN K TR	13.00
087-310-052-000	SMAY MARK A & TIFFANY A	13.00
087-310-053-000	GIWOFF GENE LIVING TRUST	13.00
087-310-054-000	STAFFORD BRYAN M	13.00
087-310-055-000	ALMAND STEVE C & WENDY L	13.00
087-310-056-000	WEISS KATHLEEN	13.00
087-310-057-000	JARRETT MELANIE	13.00
087-310-058-000	COTTONWOOD WATER DISTRICT	13.00
	TOTAL CHARGES	754.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
CODY ADDITION NO. 1 LIGHTING  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
088-460-001-000	NOISEUX GREG V ETAL	30.00
088-460-002-000	NIBERT MARJORIE S REV TRUST	30.00
088-460-003-000	SAECHAO FOU C & KOY K	30.00
088-460-004-000	FINASEC LLC	30.00
	TOTAL CHARGES	120.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 CODY ADDITION NO. 2 LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
088-460-009-000	INGUEZ-TORRES JAVIER	20.00
088-460-010-000	BRIANS TERRI	20.00
088-460-011-000	LOVETT DAVID E	20.00
088-460-012-000	RODRIGUES JOSE & ELENA	20.00
088-460-013-000	NIEVES-CORTES EMILIANO & NIEVES GABRIELA	20.00
088-460-014-000	SAETERN SAENG F & NAI HANG ETAL	20.00
088-460-015-000	MURPHY JOHN & JENNIFER	20.00
088-460-016-000	WALKER JAMES	20.00
088-460-017-000	DAVISION SALLY E & WILCOX LESILE A	20.00
088-460-018-000	SAETERN CHOY W & MEUY S	20.00
088-460-019-000	VIETHEER TONJA J & RICHARD A	20.00
088-460-020-000	SAELEE YAO C & FEUY C	20.00
088-460-021-000	LAMARQUE SIGIFREDO & BERTHA	20.00
088-460-022-000	CORDOVA JESSIE M & SHANTASY M	20.00
088-460-023-000	ROMINE SHAWNA	20.00
088-460-024-000	SKAGGS JULIA I	20.00
088-460-025-000	KOON ETHAN & THORNTON SALLY	20.00
088-460-026-000	CISNEROS FELIPE	20.00
088-460-035-000	MCKINNIE ANTHONY L & CRAIN RHONDA E	20.00
088-460-028-000	SHOOP DENISE L & CHARLES M	20.00
088-460-029-000	CHAO WARNIAN L & SAECHAO HAN ON	20.00
088-460-030-000	SAECHAO KAO	20.00
088-460-031-000	SAELEE CHIO SENG ETAL	20.00
088-460-032-000	DEAVER MARVIN A & DAWNA S	20.00
088-460-033-000	STEWART AMANDA ROSE ETAL	20.00
088-460-034-000	ROBISON FAMILY TRUST OF 2012	20.00
	TOTAL CHARGE	520.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
CONSTRUCTION WAY LIGHTING  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO	PROPERTY OWNER	PARCEL CHARGE
064-100-039-000	BAHR FAMILY REV TRUST	75.00
064-100-040-000	BOND STEVEN A	75.00
064-100-041-000	HALE FAMILY TRUST	75.00
064-100-042-000	HALE FAMILY TRUST	75.00
	TOTAL CHARGES	300.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 COUNTRY FIELDS ESTATES LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
055-300-047	PARADIS JONATHAN D & ERIN C	20.00
055-300-076	SCHATZBERG GERSHON & FORTES CHRISTINE	20.00
055-300-077	EDMONDS FAMILY LIVING TRUST	20.00
055-300-046	LIGHTSEY EFFIE J & JAY	20.00
055-300-045	FORTES GERALD R & JOSEPHINE F TR	20.00
055-300-044	HUDSON FAMILY TRUST	20.00
055-300-043	HUDSON STEVE & MARY TRUST OF 1998	20.00
055-300-042	HUDSON FAMILY TRUST	20.00
055-300-041	GILL BALWINDER SINGH & KAUR RACHPAL	20.00
055-300-040	SINGH JASPAL & KAUR DALJIT	20.00
055-300-039	AMEN FAMILY TRUST	20.00
055-300-038	AGUSTIN LIVING TRUST	20.00
055-300-054	AMEN FAMILY TRUST	20.00
055-300-070	AMEN FAMILY TRUST	20.00
055-300-069	AMEN FAMILY TRUST	20.00
055-300-068	AMEN FAMILY TRUST	20.00
055-300-067	AMEN FAMILY TRUST	20.00
055-300-066	PRIETO SALVADOR & SYLVIA	20.00
055-300-065	ROTHENBERGER FAMILY REV TRUST	20.00
055-300-064	TAYLOR GUY & KELLEY	20.00
055-300-063	FISCHER TODD & NICOLE	20.00
055-300-062	RICKERT JAMES J & CASEY J	20.00
055-300-061	JOHNSON DAVID A & SHELLY R	20.00
055-300-060	MOSCHETTI ROGER S TRUST 2016	20.00
055-300-058	LA BARBERA JOHN	20.00
055-300-057	SPAULDING PATRICIA L	20.00
055-300-056	AMEN FAMILY TRUST	20.00
055-300-055	DAY DAVID L & CHRISTINA E	20.00
055-300-053	FORTES GERALD R & JOSEPHINE F TR	20.00
055-300-052	MASON-WERNER DARBY J TR	20.00
055-300-050	BAKER PHILLIP R & ERIN B	20.00
055-300-051	GOUVEA BRET M & TERESA L	20.00
055-300-059	PARKINSON ALAN & MORANDA JENNIFER	20.00
	TOTAL CHARGES	660.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
DANISH LANE LIGHTING  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
055-440-001-000	EVANS REVOCABLE FAMILY TRUST	24.00
055-440-002-000	BURKE JIMMIE L & SUSANNE M	24.00
055-440-003-000	SAECHAO TOMMY	24.00
055-440-004-000	STAHL ERIC N & SHELLI A	24.00
055-440-005-000	SILVA LIZA M & BOYER RICHARD	24.00
055-440-006-000	BENNER FAMILY TRUST	24.00
055-440-007-000	ROBERTS CHRISTOPHER & NICOLE	24.00
055-440-008-000	CARTER FAMILY LIVING TRUST	24.00
055-440-009-000	ANDERSON JAMES & REBECCA REV TRUST	24.00
	TOTAL CHARGES	216.00

## EXHIBIT A

ANNUAL PARCEL REPORT-FISCAL YEAR 2018-2019  
 FOOTHILL VISTA 1 LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
088-150-002-000	WHITTEMORE TACEY	20.00
088-150-003-000	OWEN DAMIEN	20.00
088-150-004-000	ANDERSON BRANDON EDWARD ETAL	20.00
088-150-005-000	HERNANDEZ ELIZABETH ARAGON	20.00
088-150-006-000	STEIN PAMELA S	20.00
088-150-007-000	JENNINGS CHERYL DIANE	20.00
088-150-008-000	GUZMAN BEN A	20.00
088-150-009-000	NAVARRO JOSE L & JUANA	20.00
088-150-010-000	BARNHART PAUL & DENISE	20.00
088-150-011-000	BATORY KATHERINE ANN TR	20.00
088-150-012-000	BATORY KATHERINE ANN TR	20.00
088-150-013-000	530 INVESTMENTS LLC	20.00
088-150-014-000	SAECHAO VAN C & MOUANG F	20.00
088-150-015-000	PARTIDA JOSE M & JUANA M	20.00
088-150-016-000	SPURGEON KENDRA A	20.00
088-150-017-000	MACIAS ENRIQUE	20.00
088-150-018-000	SAELEE CHAO S	20.00
088-150-019-000	SKINNER GLENN A & SHAWNTELLE	20.00
088-150-020-000	RUBIO HECTOR & MARIA T	20.00
088-150-021-000	CAHOON JOSHUA W	20.00
088-150-022-000	ONEAL VIRGIL L	20.00
088-150-023-000	LEE WERN K & SAELEE KHAE L ETAL	20.00
088-150-024-000	CAMPOS JUAN & ROSALVA	20.00
088-150-025-000	MAY TANIUS	20.00
088-150-026-000	HANRAHAN PATRICK	20.00
088-150-027-000	ROBLE JASON A	20.00
088-150-028-000	CHASE JENNIFER	20.00
	TOTAL CHARGES	540.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
FOOTHILL VISTA 2 LIGHTING AREA  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
088-150-030-000	STEINER STEVE TR	15.00
088-150-031-000	WHARTON MICHAEL SR & JUDITH REV TRUST	15.00
088-150-032-000	DAY THOMAS E	15.00
088-150-033-000	COENEN JEFFREY M & KAYLA M	15.00
088-150-034-000	MCCONNACHIE GEORGE H & PATRICIA LYNN TR	15.00
088-150-035-000	MCMASTER GEORGANNE	15.00
088-150-036-000	DIHEL KATHERINE	15.00
088-150-037-000	CASH CINDY	15.00
	TOTAL CHARGES	120.00



## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
HOLLYWOOD DRIVE LIGHTING  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
059-390-045-000	SMITH MARK D & DEBRA S TR	40.00
059-390-046-000	SPENCER VERLUND K & KATHLEEN S	40.00
059-390-047-000	STRATTON FAMILY LIMITED PARTNERSHIP	40.00
059-390-048-000	WOOD TODD E & TERRI M LIVING TRUST	40.00
	TOTAL CHARGES	160.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 MANOR CREST SUBDIVISION LIGHTING, UNIT 1  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-410-001	ANDERSON RICHARD D & CARLA K TR	24.00
086-410-002	ANDERSON RICHARD D & CARLA K TR	24.00
086-410-003	CAREAGA CHARLES D & DEBORAH LYNNE TR	24.00
086-410-004	STEWART KEVIN PAUL & KRISTINA COLLEEN	24.00
086-410-005	ANDERSON MARSHALL & LORI	24.00
086-410-006	BAINBRIDGE SHAWN A & DEBORAH R TRUST	24.00
086-410-007	LEVENTON CODY W & JESSICA A	24.00
086-410-008	HOUGHTON BARBARA GASKIN	24.00
086-410-009	AGUILAR RUBEN & CHRISTEL	24.00
086-410-010	KELLY RANDY L & JULIE A	24.00
086-410-011	DICKSON DYLAN P & ANDRES ANDREA M	24.00
086-410-012	MORGAN ROBERT P & SABRINA C	24.00
086-410-013	CHANEY KIRK D & KENDRA M	24.00
086-410-014	GIPPNER GLENN & HEATHER	24.00
086-410-015	ANDERSON RICHARD D & CARLA K TR	24.00
086-410-016	ALLEN KIRK & ANNETTE	24.00
086-410-017	BROBST WILLIAM R TR	24.00
086-410-018	VELIN TROY D & HEATHER ANNE	24.00
086-410-019	SNIDER JOHN E & ALVERTA H	24.00
086-410-020	POTTROFF TERRY G & LYNDIA S	24.00
086-410-021	WRIGHT GREGORY WAYNE	24.00
086-410-022	HICKS JAMES A JR & JEANETTE L	24.00
086-410-023	CHAPMAN STEVEN G & JENNIFER L	24.00
086-410-024	MOSHER DENNIS & OLGA	24.00
086-410-025	NGUYEN TAM T	24.00
086-410-026	OSBORN REVOCABLE TRUST 2013	24.00
086-410-027	HASLERUD GLENN & MALINDA	24.00
086-410-028	CAMPBELL BRIAN A	24.00
086-410-029	BASSETT NATALY M & RANDALL C	24.00
086-410-030	PETERSON DAVID	24.00
086-410-031	SANCHEZ RODNEY G & LORI K	24.00
086-410-032	ADAMS MARVIN K & PATRICIA E LIV TR.	24.00
086-410-033	ZAMBRANA VINCENT & CHERYL	24.00
086-410-034	BAUMGARTNER RONALD & ALBERT CHERI	24.00
086-410-035	CAPPELLO KEVIN	24.00
086-410-036	BARNES BRYAN	24.00
086-410-037	TUTOR PHILLIP T & TAMBER L	24.00
086-410-038	ARMSTRONG THERESE	24.00
086-410-051	SPENCER JEFFERY R & ELIZABETH A	24.00
086-410-054	FISCH WILLIAM CLINTON & JUDITH TR	24.00
086-410-053	BUSSELL FAMILY TRUST	24.00
086-410-042	BLANCHARD KRISTINA N & DAVID L	24.00

EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
MANOR CREST SUBDIVISION LIGHTING, UNIT 1  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-410-043	NIXON DENNIS	24.00
086-410-044	HALL JEBEDIAH H & AMY M	24.00
	TOTAL CHARGES	1,056.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 MARIANAS WAY LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
207-580-001	MAD RIVER INVESTMENTS LLC	15.00
207-580-002	WERT LANCE M & CARLY L	15.00
207-580-003	JOHNSTON ROBERT E & DONNA M	15.00
207-580-004	SHIRLEY NATHAN T	15.00
207-580-005	GALBRAITH JAMES G	15.00
207-580-006	RUSSELL DAVID W & LAURA M	15.00
207-580-007	ZETTEL DEBBIE D	15.00
207-580-008	CUTRIGHT DAVID N	15.00
207-580-009	KRAFT CHRIS	15.00
207-580-010	FREITAS DONAVAN & TINA	15.00
207-580-011	HIGHT DAVE A	15.00
207-580-012	LOIS FAMILY TRUST 2017	15.00
207-580-013	LANDAKER RONALD ALLEN SR	15.00
207-580-014	TOMPKINS STEVEN	15.00
207-580-015	MILLER MARK D & KATHRYN E	15.00
207-580-016	MILLER SHARON	15.00
207-580-017	SHIRLEY CHERI FREITAS TR	15.00
207-580-018	WINN JENNA L	15.00
207-580-019	PAYTON BOBBIE J 1998 REV LIVING TRUST	15.00
207-580-020	HOWELL SHERRY L & HERRGESELL SUSAN M	15.00
207-580-021	COLLVER MICHAEL J & TIFFANY L	15.00
207-580-022	MAROSTE DAVID L	15.00
207-580-023	GILLHAM AARON N & CAMERON P	15.00
207-580-024	DOZIER DANIEL D & SAROT-DOZIER MICHELE J	15.00
207-580-025	SANDHAGEN CINDY	15.00
207-580-026	SILFIES HERMAN A JR & CHONG	15.00
207-580-027	PENNINGTON JAMES E & PAMELA J REV FAM TR	15.00
207-580-028	MALNER JAMES & RACHEL	15.00
207-580-029	SWANN JASON M & HEIDI L	15.00
207-580-030	SHONGOOD SCOTT & LORENA	15.00
207-580-031	FERGUSON MARY & RAMON	15.00
207-580-032	GOLDSCHMIDT SCOTT T & BONNIE R	15.00
207-580-033	HARRIS RICHARD C & ANDREA C	15.00
207-580-034	MCGUIRE GEORGE ROBERT & PATRICIA ANN	15.00
207-580-035	O CONNOR PATRICK S & HEATHER K	15.00
207-580-036	DICK DONALD JR	15.00
207-580-037	MASLIN MARK	15.00
207-580-038	HUNT PATRICIA J TRUST	15.00
207-580-039	JOHNSTON RON E & VERMETTE NORA C ETAL	15.00
207-580-040	MOORE DARIO D & JULIA M	15.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
MARIANAS WAY LIGHTING  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
207-580-041	MONTGOMERY MARK & JENNIFER E	15.00
207-580-042	EHN LEONARD R	15.00
207-530-010/207-540-001	REMAINING LANDS	0.00
	TOTAL CHARGES	630.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 MONTGOMERY HILLS LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
208-330-001-000	MCDERMOTT JOHN P REV LIVING TRUST	12.00
208-330-002-000	CARMAN JEFFREY A & SUSANNE D	12.00
208-330-003-000	TRUSAS MAURICE A & MANDY J	12.00
208-330-004-000	SMITH KEVIN I ETAL	12.00
208-330-005-000	WRIGHT ROBERT D & BETH A FAM TRUST	12.00
208-330-006-000	WEBER ROBERT & CHRISTINE DEE TR	12.00
208-330-007-000	MIRANDA MARK & NICOLE	12.00
208-330-012-000	GIORDANO BRENT C & CASSANDRA S	12.00
208-330-013-000	GREEN BRIAN L & MARILYN M	12.00
208-330-010-000	SALEH JAMSHID & B JOANNE	12.00
208-330-011-000	GARDNER KATHERINE KIM	12.00
208-340-001-000	MCDERMOTT JOHN P	12.00
208-340-005-000	SCHWEITZER HOWARD L & DEIDRA W TR	12.00
208-340-006-000	SCHILLEN JACK DAVID & TONYA L	12.00
208-340-007-000	SCHLATTER FRANCES C & DULAVA BOHDAN A	12.00
208-340-008-000	WANG HOJIN & SUZANNE	12.00
	TOTAL CHARGES	192.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 PALO CEDRO MANOR LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
058-040-008-000	COLE TYRELL & TIANA	37.00
058-040-011-000	TRAYFORD CONSTRUCTION INC	37.00
058-040-014-000	CREGGER HAROLD M & AMY M	37.00
058-040-015-000	LABARBERA MICHAEL & KANDRA	37.00
058-040-016-000	SINCLAIR DANIEL B SR & JUDY R	37.00
058-040-017-000	HOFFMANN GERALD E & CAROLYN K	37.00
058-040-018-000	LEE JEFFREY R & ERIN K	37.00
058-040-024-000	PALO CEDRO MANOR INC	37.00
058-040-025-000	PALO CEDRO MANOR INC	37.00
058-040-026-000	NOT A PART- ROAD SECTION	0.00
058-450-001-000	STEWART BURT D & CHRISTINE	37.00
058-450-003-000	MURPHY JOAN P LIVING TRUST	37.00
058-450-004-000	FRANZOIA JOSEPH J & DIANE M	37.00
058-450-005-000	TRAPOZZANO ANTHONY & LISA	37.00
058-450-006-000	NEWTON SCOTT & DYANN	37.00
058-450-007-000	MESKIMEN GLEN E & SHERI L	37.00
058-450-008-000	TIDWELL KEN J & JANET	37.00
058-450-009-000	WHITE RICHARD C & ORTEGA LUZ MARIA	37.00
058-450-022-000	GARCIA MARK L & ANNA M	37.00
058-450-024-000	HOSLER STEPHAN G & TERRI FIELDS	37.00
058-450-012-000	TERRELL RUSSELL & SUSAN LIVING TRUST	37.00
058-450-015-000	MCINTYRE DAVID A & MARY C TR	37.00
058-450-020-000	MCCARVILLE JOHN W & CHRISTINE E	37.00
058-450-021-000	VAN GERPEN DAVID H	37.00
	TOTAL CHARGES	851.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 PALO CEDRO OAKS LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
059-470-001	HOWELL BRIAN & ANDREA	40.00
059-470-002	CORNERSTONE DEVELOPMENT GROUP INC	40.00
059-470-003	ANGLEY BRODY & ALICIA	40.00
059-470-004	NSWD INCORPORATED	40.00
059-470-005	PALO CEDRO FARMS LLC	40.00
059-470-006	PALO CEDRO FARMS LLC	40.00
059-470-007	PALO CEDRO FARMS LLC	40.00
059-470-008	PALO CEDRO FARMS LLC	40.00
059-470-009	PALO CEDRO FARMS LLC	40.00
059-470-010	PALO CEDRO FARMS LLC	40.00
059-470-011	PALO CEDRO FARMS LLC	40.00
059-470-012	PALO CEDRO FARMS LLC	40.00
059-470-013	PALO CEDRO FARMS LLC	40.00
059-470-014	PALO CEDRO FARMS LLC	40.00
059-470-015	PALO CEDRO FARMS LLC	40.00
059-470-016	PALO CEDRO FARMS LLC	40.00
059-470-017	PALO CEDRO FARMS LLC	40.00
059-470-018	PALO CEDRO FARMS LLC	40.00
059-470-019	PALO CEDRO FARMS LLC	40.00
059-470-020	WALKER JEFF	40.00
059-470-021	PALO CEDRO FARMS LLC	40.00
059-470-022	PALO CEDRO FARMS LLC	40.00
059-470-023	PALO CEDRO FARMS LLC	40.00
059-470-024	PALO CEDRO FARMS LLC	40.00
059-470-025	PALO CEDRO FARMS LLC	40.00
059-470-027	PALO CEDRO FARMS LLC	40.00
059-470-028	PALO CEDRO FARMS LLC	40.00
059-470-029	PALO CEDRO FARMS LLC	40.00
059-470-031	PALO CEDRO FARMS LLC	40.00
059-470-032	PALO CEDRO FARMS LLC	40.00
059-470-033	PALO CEDRO FARMS LLC	40.00
059-470-034	PALO CEDRO FARMS LLC	40.00
059-470-035	PALO CEDRO FARMS LLC	40.00
059-470-036	PALO CEDRO FARMS LLC	40.00
059-470-037	SIMPSON FREDRICK O & JUDY A	40.00
059-470-038	KRUMHOLZ LORI M	40.00
059-470-039	PALO CEDRO FARMS LLC	40.00
059-470-040	SHEPHERD TABATHA & RANDOLPH	40.00
059-470-041	WALKER RICHARD MICHAEL & VANESSA ANN	40.00



## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
PALO CEDRO OAKS LIGHTING  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
059-470-042	CORNERSTONE DEVELOPMENT GROUP INC	40.00
059-470-043	RIVAS ISHMAEL & KASSIDY	40.00
	TOTAL CHARGES	1,640.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 RHONDA VIEW LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-320-009-000	HALE MARY K TR	29.00
086-320-010-000	SPOON KAYLE M & CAROL A	29.00
086-320-011-000	PARHAM ARTHUR WILLIAM JR	29.00
086-320-012-000	DAVIS COLIN C	29.00
086-320-013-000	BRINTON ARNOLD L & NORETA R	29.00
086-320-014-000	WALKER LAURA R	29.00
086-320-015-000	BAILEY JACQUELINE ILENE FAMILY TRUST	29.00
086-320-016-000	LOHUIS RICHARD L & PATRICIA	29.00
086-320-017-000	FRIESNER VIRGINIA L TR	29.00
086-320-018-000	PARENT PEGGY L	29.00
086-320-019-000	BOYLE MARK & ELIZABETH A	29.00
086-320-020-000	PRESIDIO ALBERT J & SHARA L	29.00
086-320-021-000	PAYTON TRAVIS L & LAURIE A	29.00
086-320-022-000	JOHNSON SYBIL B TRUST OF 1999	29.00
086-320-023-000	WAMPLER BOB D	29.00
086-320-025-000	SPOON KAYLE M & CAROL A	29.00
086-320-026-000	HECKER BETTY J & HECKER MONTY D	29.00
	TOTAL CHARGES	493.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 ROLLAND COUNTRY ESTATES LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
086-460-001	CRAMER LIVING TRUST	25.00
086-460-002	DEKRUSE SHAROL	25.00
086-460-003	LARCEVAL JEFFERY D & STEPHANIE N	25.00
086-460-004	PEEK RHONDA J	25.00
086-460-005	WINDERS JENNIFER D & JOSHUA E	25.00
086-460-006	RAINER FAMILY TRUST	25.00
086-460-007	YOUNG JANE FAMILY TRUST	25.00
086-460-008	BROWER LARRY & LOUANNA J	25.00
086-460-009	BROWER LARRY & LOUANNA J	25.00
086-460-010	BROWER LARRY & LOUANNA J	25.00
086-460-011	BROWER LARRY & LOUANNA J	25.00
086-460-012	BROWER LARRY & LOUANNA J	25.00
086-460-013	KENNEN GILBERT T & STEPHENS SHAYE A	25.00
086-290-026	OLD 44 VENTURES LLC	25.00
	TOTAL CHARGES	350.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 SANTA BARBARA ESTATES LIGHTING, UNIT #1  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
115-430-001	MALECKE DAVID K & SARA D	30.00
115-430-002	GRISHAM JACKIE LEWIS LIV TRUST 2017	30.00
115-430-003	SUTHERS GEOFFERY D & TABITHA J	30.00
115-430-004	JOHNDROW DERICK & REBECCA	30.00
115-430-005	SAECHAO NAI LIEM & MOUANG F	30.00
115-430-006	SAECHAO VAN K & FARM	30.00
115-430-007	CHAO FOUMENG & MUANG CHOY	30.00
115-430-008	HERNANDEZ DELILAH L	30.00
115-430-009	SYLVESTER GAIL H	30.00
115-430-010	SAELEE TAWN & KHAE LEE	30.00
115-430-011	LEARD MONICA	30.00
115-430-012	JERROLD LAURIE PATRICE REV TRUST	30.00
115-430-013	VAUGHN WILLIAM D & MARTINEZ-VAUGHN LINDA K	30.00
115-430-014	SAECHIN KIMBERLY & ASHLEY	30.00
115-430-015	PETERSON SCOTT	30.00
115-430-016	SILVA JOHN A & LANADA R	30.00
115-430-017	LAMONT STEVEN	30.00
115-430-018	BORGES RONALD J & MARY L	30.00
115-430-019	WILSON REX D	30.00
115-430-020	SAELEE SOU IAN & SAEFONG NAI TONG	30.00
115-430-021	BUCHANAN SHAWN E & DONNA D TR	30.00
115-430-022	SAMPSON SEAN A & KRISTINE M	30.00
115-430-023	CHAO JANIE M	30.00
115-430-024	SAECHAO NAI FOU & SAECHIN FARM TIN	30.00
115-430-025	CARTER CRAIG	30.00
115-430-026	BARTSCH CHRISTOPHER & LISA	30.00
115-430-027	STANDIFORD FAMILY 2004 TRUST	30.00
115-430-028	SAECHAO MUANG CHIENG	30.00
115-430-029	VONGSAVANH BOUNTHAVY & POUN	30.00
115-430-030	BUCHANAN SHAWN E & DONNA D TR	30.00
115-430-031	YOUNG TANA N	30.00
115-430-032	JEFFRIES PHOENIX	30.00
115-430-033	SMITH MATTHEW M	30.00
115-430-034	COX BECKY L	30.00
115-430-035	MASON GREGORY G	30.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
SANTA BARBARA ESTATES LIGHTING, UNIT #1  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
115-430-036	PHIPPS ROXANNE	30.00
115-430-037	PHAN-FONG MEGAN MAUNPOU	30.00
115-430-038	SCHNETZER KATHY & GLASSBURN JIMMY	30.00
115-430-039	CRITES JOHN R & SAUNDRA C	30.00
115-430-040	JOSEPH SARAH K	30.00
115-430-041	SYVIRATHPHAN JEST SOU & KATHERINE E	30.00
115-430-042	DANIEL LAURA J 2017 TRUST	30.00
115-430-043	EILTS KYRA C	30.00
115-430-044	TRANHAM DIANE M	30.00
115-430-045	WITHROW ROBERT C & SHEILA J	30.00
	TOTAL CHARGES	1,350.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 SANTA BARBARA ESTATES LIGHTING, UNIT #2  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
115-480-001	SCHNEIDER EDWARD & MARY	35.00
115-480-002	BEAUCHAMP LEWIS	35.00
115-480-003	HUNT JENNIFER & WILLIAM C	35.00
115-480-004	CHIN BAY L	35.00
115-480-005	MORGAN ROGER W & CARLA J	35.00
115-480-006	YOST NICKOLAS & KRISTI	35.00
115-480-007	PETERSON NATHAN A L & CRYSTAL BACKUS ETAL	35.00
115-480-008	LAMONICA MICHAEL	35.00
115-480-009	SAECHIN KIP & SAECHAO FEUY	35.00
115-480-010	SAECHAO FOU HOR & FARM FEUY	35.00
115-480-011	SAEPHANH SAENG VEY & SAETEURN LAI JOW	35.00
115-480-012	RANEY-NEWNAM ELIZABETH A	35.00
115-480-013	MANZO LUZ MARIA	35.00
115-480-014	FINASEC LLC	35.00
115-480-015	TORRES FAMILY LIVING TRUST	35.00
115-480-016	NEWNAM JOSHUA	35.00
115-480-017	WRIGHT PAMELA	35.00
115-480-018	PERSELL DANNY	35.00
115-480-019	SINNIVONG SOMKHITH	35.00
115-480-020	SAETERN FARM CHOY	35.00
115-480-021	SAELEE FU CHIEM & FUEY	35.00
115-480-022	PHIPPS AMY	35.00
115-480-023	SAEVANG LIW & THONG	35.00
115-480-024	CORKILL ALYCE A & RUPERT	35.00
115-480-025	BLANKENSHIP JASON	35.00
115-480-026	HERNANDEZ JOSE & ESTERCITA	35.00
115-480-027	BACKUS CAROL	35.00
115-480-028	SAETEURN MUANG FOW ETAL	35.00
115-480-029	FINASEC LLC	35.00
115-480-030	HAMMERS LALANYA	35.00
115-480-031	PITROFF AARON & JOY	35.00
115-480-032	XAYPANYA SISOUPHANH & RHIANNON	35.00
115-480-033	STONECO CONSTRUCTION INC	35.00
TOTAL CHARGE		1,155.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 SANTA BARBARA ESTATES LIGHTING, UNITS 3 & 4  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
115-510-004	CARDENAS MARISSA	70.00
115-510-003	BRABEC JERRY & GENTRY SHAY	70.00
115-510-001	REVUELTA NORBERTO M & SPORE JESSICA	70.00
115-510-002	GLAESMAN KEITH & LILIA C	70.00
115-510-010	CAPE CODTRUST	70.00
115-510-011	LEE KAI LIAM & SAELEE CHOY SIO ETAL	70.00
115-510-012	BECERRA RENE	70.00
115-510-013	CRAFT JOHN & ANDERSON ADRIENNE	70.00
115-510-014	SAETEURN ASIO	70.00
115-510-015	KING JOSHUA L	70.00
115-510-017	INGALLS AMBER	70.00
115-510-018	VALVERDE ALLAN & LUCY	70.00
115-510-019	SAETEURN YAO SIEW & NAI LIN	70.00
115-510-020	MAGANA SARA	70.00
115-510-021	RAMIREZ ELISEO G & CAROLINA	70.00
115-510-022	NOLAND ANNA M	70.00
115-510-005	SAELEE LOU CHAN & CHIAD SIN	70.00
115-510-006	FINKE STACEY	70.00
115-510-007	SAETEURN MUANG	70.00
115-510-008	SAELEE CHENG & JOHNNY	70.00
115-510-009	SAECHAO SOU ETAL	70.00
	TOTAL CHARGES	1,470.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
SKI WAY LIGHTING  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
115-310-007	ERICSSON C & L TRUST 2015	34.00
115-310-008	YOCHUM CHERYONNE D	34.00
115-300-012	PATTERSON JAMES D JR & TRICIA	34.00
115-300-013	YATES ADAM F & MEAGAN N	34.00
	TOTAL CHARGES	136.00



## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
SOMBRERO COURT LIGHTING  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
056-420-029-000	KOSITZKE DALE A & KATHERINE M	34.00
056-420-030-000	MILLER RUSSELL LIVING TRUST	34.00
056-420-031-000	KOLVOORD JEFF T & SHERRI	34.00
056-420-032-000	FUSARO JOHN B & MARGARITE A TR	34.00
056-420-033-000	FIELDEN GREG C SEPARATE PROP TRUST 2012	34.00
	TOTAL CHARGES	170.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019

SYLVAN TRAILS HEIGHTS LIGHTING

(FINAL)

July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
208-400-001-000	ZOLL ANTHONY & JUANITA A	4.00
208-400-002-000	FLANIGAN TIMOTHY G AND LORI A	4.00
208-400-003-000	DUFFY MARCIA JEAN	4.00
208-400-004-000	SEIBEL LEON J & KATHLEEN G TR	4.00
208-400-005-000	BEALE LIVING TRUST	4.00
208-400-006-000	BRADSHAW DAVID R & NADINE A	4.00
208-400-007-000	WINTER ELIZABETH C REVOCABLE TRUST	4.00
208-400-008-000	GIBSON ROGER & MARY REV TRUST	4.00
208-400-009-000	KUBISCH MARK & MARCELA ANNETTE	4.00
208-400-010-000	MOSCONI STEVEN E & JANEL E TR	4.00
208-400-011-000	SANDBLOOM ROBERT CLAYTON JR	4.00
208-400-012-000	BENSON MICHAEL J & LISA J	4.00
208-400-013-000	BLOMQUIST GREGORY H & JOANN K TR	4.00
208-400-014-000	MARKS LIVING TRUST-SURVIVORS ETAL	4.00
208-400-015-000	TEAGUE RICHARD H & CARLA LYNN REV TRUST	4.00
208-400-016-000	BETTIGA REVOCABLE TRUST	4.00
208-400-017-000	SMITH FAMILY TRUST	4.00
208-400-018-000	ELKINS LAWRENCE E & NORMA TR	4.00
208-400-019-000	LONGORIA TERESA	4.00
208-400-020-000	MARTIN JOHN W & KATHLEEN TR	4.00
208-400-021-000	KNEER JOSEPH & CATHY 2017 TRUST	4.00
208-400-022-000	FARNUM FAMILY TRUST	4.00
208-400-023-000	PENDERGAST PATRICK J & LISA	4.00
208-400-024-000	FRESZ JOHN & SUSAN I	4.00
208-400-025-000	SANDERS RAYMOND DEAN & CAROLYN ANN TR	4.00
208-400-026-000	BARRY DENNIS JOHN & KATHY A	4.00
208-400-027-000	CAMPBELL THOMAS	4.00
208-410-001-000	KUBISCH MARK J & MARCELA	4.00
208-410-002-000	PADELFORD NANCY E TR	4.00
208-410-003-000	POINTER DENNIS & LEE ANNA	4.00
208-410-004-000	GRAYSON DANIEL P & SANDRA P	4.00
208-410-005-000	PERASSO JOHN M TRUST	4.00
	TOTAL CHARGES	128.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
TIMBER HILLS DRIVE LIGHTING DISTRICT  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
028-550-017-000	GASPER DOUGLAS & ELLEN LIVING TRUST	70.00
028-550-018-000	MEEKER DARRELL L & ANNE MARIE TRUST	70.00
028-550-019-000	KISER DONALD F & JANICE A TR	70.00
	TOTAL CHARGES	210.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 VALPARISO WAY LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
204-190-020	FREILICH MELISSA MAY & JACOB LOUIS	18.50
204-190-021	HICKS DIANE E & GREGORY BRIAN	18.50
204-190-022	ZEDONIS PAUL A & ROBIN	18.50
204-190-023	EDWARDS DAVID L REVOCABLE TRUST 2008	18.50
204-190-024	URTESI TRUST 2014 ETAL	18.50
204-190-045	BECHARD DAVID & MARGARET	18.50
204-650-007	ROYSE TODD J & DIEDRE L	18.50
204-650-008	EDHOLM THOMAS & NATALIE	18.50
204-190-027	FLAKE MATTHEW & BROOKE	18.50
204-190-028	GIOVANNETTI WILLIAM A & MARGARET R	18.50
204-190-029	PURCELL JOSEPH PATRICK ETAL	18.50
204-190-046	SILVA FAMILY REVOCABLE TRUST 2007	18.50
204-190-073	HAWKINS ROBIN L	18.50
204-190-038	LATTEN WAYNE F & BETSY TRUST 2014	18.50
204-190-039	SCHEPPS DONALD E & SUSAN G TR	18.50
204-190-049	GARDNER RYAN CLARK & JENNY CAROLINA	18.50
204-190-074	LUTZ BRUCE	18.50
204-190-071	LUTZ BRUCE	18.50
	TOTAL CHARGES	333.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 VICTORIA HIGHLANDS ESTATES LIGHTING  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
204-050-042	STEVENS EUGENE W	10.00
204-050-041	SILVA JESUS M	10.00
204-050-043	SUDBERY DONALD W & KERI M TR	10.00
204-050-021	BATTLE FAMILY REVOCABLE TRUST	10.00
204-050-022	THOMAS JAMES E & BARBARA L TR	10.00
204-050-046	KIMPLE KEVIN ANDREW & WIGGINS-KIMPLE SHERI DEE	10.00
204-050-050	WATSON CATHERINE A TRUST	10.00
204-050-051	RIEDEL JOACHIM & KATHLEEN B TR	10.00
204-050-026	WONG JEFFERY ET AL	10.00
204-050-027	KRAMER JAMES E & FORTIN MARIE L	10.00
204-050-028	RADMILOVICH WAYNE N	10.00
204-050-029	DRAKE 2014 TRUST	10.00
204-050-030	HUGHES GARY G & JANET C	10.00
204-050-054	PARKER RONALD & MARIANNE	10.00
204-050-052	BUNTON HEATH G & KAREN E	10.00
204-050-033	ANDERSEN LIVING TRUST	10.00
204-050-034	WEIRICH JUSTIN RHEA	10.00
	TOTAL CHARGES	170.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 WINCHESTER MANOR LIGHTING, UNIT 1  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
088-470-036-000	BARTLEY BARBARA ANN TR	21.00
088-470-002-000	SHEA GORDON B & MARY ANN	21.00
088-470-003-000	MORGAN LAVONNE	21.00
088-470-004-000	SUNDAL LINDSAY M & BENJAMIN E	21.00
088-470-005-000	DAVIS MICHAEL L & LUCINDA R TR	21.00
088-470-006-000	WONG TONY V & TRAN-WONG CHELSEA TR	21.00
088-470-007-000	DAVIS THOMAS R	21.00
088-470-008-000	COPELAND GLORIA J	21.00
088-470-009-000	GONZALEZ CODY R & SAECHAO SALINA M	21.00
088-470-010-000	HOMAN MIKE ETAL	21.00
088-470-011-000	BARTLEY BARBARA A TR	21.00
088-470-012-000	BRATTOLI JOSEPH E & ELISA M	21.00
088-470-013-000	DAHLIN CHAD A & DENISE L ETAL	21.00
088-470-014-000	PEREZ JOHN F & MELISSA L	21.00
088-470-015-000	DAVIS CAROLYN & DAVIS MARY	21.00
088-470-016-000	FAIN JEREMY R & NICOLE M	21.00
088-470-017-000	DEARMAN DONALD L & MARJORIE E	21.00
088-470-018-000	KELLY KIRSTEN C & BERNARD A JR	21.00
088-470-019-000	COOLWATER INC	21.00
088-470-020-000	WATSON ROBERT L & LAURIE S	21.00
088-470-021-000	TOLLEY LINDA S	21.00
088-470-022-000	SCHENONE FAMILY TRUST	21.00
088-470-023-000	OSBORN ADAM	21.00
088-470-024-000	HERRINGTON LONNY L	21.00
088-470-025-000	BRYANT BILLY J & MARY A	21.00
088-470-026-000	TULLY MICHAEL G & GINA T	21.00
088-470-027-000	KELLY RANDY LEE & JULIE ANNA	21.00
088-470-028-000	GRAY SHANDA M	21.00
088-470-029-000	KELLY BERNARD A 2013 REVOCABLE TRUST	21.00
088-470-030-000	O BRIEN SAMANTHA	21.00
088-470-031-000	TUCKER JACK S & AHNA A	21.00
088-470-032-000	GARCIA JANET	21.00
088-470-033-000	GOFF JANICE M	21.00
	TOTAL CHARGES	693.00

## EXHIBIT A

ANNUAL PARCEL REPORT- FISCAL YEAR 2018-2019  
 WINCHESTER MANOR LIGHTING, UNIT 2  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 50002

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	PARCEL CHARGE
088-480-001-000	SWETLAND JOSHUA JAMES & AMANDA ROCHELL	7.00
088-480-002-000	WILSON LUANN M	7.00
088-480-003-000	NOLD FRIEDA	7.00
088-480-004-000	HUMBLE SEAN & ANNIE BREE	7.00
088-480-005-000	JONAS LYLE	7.00
088-480-006-000	PATTEN DOUGLAS EDWARD	7.00
088-480-007-000	DAVIS THOMAS R	7.00
088-480-008-000	WHEELER CATHERINE	7.00
088-480-009-000	CABRAL CATHERINE	7.00
088-480-010-000	CLARK CHERIE	7.00
088-480-011-000	WONG TONY V & TRAN-WONG CHELSA TR	7.00
088-480-012-000	MARAVIOV KIRK	7.00
088-480-013-000	MEYER BRIAN T	7.00
088-480-014-000	REYNOLDS RICHARD & APRIL D	7.00
088-480-015-000	ROBERTS BEAU & ANNIEMARIE	7.00
088-480-016-000	MCWITHEY SANDRA J	7.00
088-480-017-000	JONES ALYSSA & MEANS ZACHARY A	7.00
088-480-018-000	HAYES ALBERT & CYNTHIA	7.00
088-480-019-000	COWAN STEPHEN M & SEALE-COWAN DAINA	7.00
088-480-020-000	SHAEFFER RYAN PATRICK	7.00
088-480-021-000	STELTER STEPHEN C & HEATHER R	7.00
088-480-022-000	STEVENSON REVOCABLE TRUST 2013	7.00
088-480-023-000	MASON RICK E	7.00
088-480-024-000	BAKKE ELLEN M LIVING TRUST	7.00
088-480-025-000	BARR COURTNEY S & JERRY D	7.00
088-480-026-000	SAMPSON MICHAEL D & DENISE K	7.00
088-480-027-000	FLECK PEGGY A	7.00
	TOTAL CHARGES	189.00

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Scheduled Hearings - Public Works-9.

**SUBJECT:**

County Service Areas – Delinquent Fees and Uncollectible Debts

**DEPARTMENT:** Public Works-County Service Areas

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Take the following actions on behalf of County Service Areas (CSAs): (1) Conduct a public hearing; (2) close the public hearing, (3) adopt a resolution which confirms the Reports of Delinquent Fees for County Service Areas; (4) direct that the annual liens be placed on the property tax bills for Fiscal Year 2018-19; and (5) approve a discharge of accountability for collection of unpaid water and sewer service accounts that have been deemed uncollectible.

**SUMMARY**

Routine measures are proposed to collect unpaid water and sewer bills and to discharge uncollectible debts.

**DISCUSSION**

Some CSA customers have failed to pay their water and sewer bills. Liens are proposed to be placed on the properties. Their debts would be added to their property tax bills. Some debts have been deemed uncollectable. Staff recommends that the Board discharge accountability for their collection. The debts will remain valid.

The Reports of Delinquent Fees for Fiscal Year 2018-19 are attached. Public notice was provided through a legal notice in the newspaper and through individual mailings to the affected property owners. Written protests and objections, if any, will be presented at the hearing. The delinquent fees are summarized below:

<u>CSA#</u>	<u>Fee Type</u>	<u>Total to be Collected</u>
2 Sugarloaf	Water	76.14
3 Castella	Water	1,775.28
6 Jones Valley	Water	15,969.94
8 Palo Cedro	Water/Sewer	177.52
11 French Gulch	Water	1,919.58
13 Alpine Meadows	Water/Sewer	1,352.46



## BOARD OF SUPERVISORS REGULAR MEETING - July 17, 2018

17 Cottonwood	Sewer	77,406.60
23 Crag View	Water	2,165.94
25 Keswick	Water	<u>3,693.64</u>
<b>TOTAL</b>		\$ 104,537.10

Some of the delinquent accounts have evaded our normal collection techniques. These “uncollectible” accounts fall into two general categories: (1) a former property owner who was in arrears and sold the property before we were able to place a lien, and (2) a renter of a former property owner who was in arrears and left without paying. The delinquent accounts were either referred to Superior Court Collections and deemed uncollectible, or were deemed to be too small to warrant further collection efforts. The Board may clear these accounts from the billing records per Government Code Sections 25257 and 25258. The uncollectible fees are summarized below:

<u>CSA #</u>	<u>Fee Type</u>	<u>Total to be Discharged</u>
6 Jones Valley	Water	30.18
8 Palo Cedro	Water & Sewer	437.54
17 Cottonwood	Sewer	<u>2,436.29</u>
<b>TOTAL</b>		\$ 2,904.01

Historical data for delinquent fees and uncollectible debts are shown in the attached table. Delinquent fees mirror economic trends. They were level until 2006 and have since tripled. Uncollectible debts lag the economy by a couple years.

### **ALTERNATIVES**

The Board may decline to lien delinquent properties. Some of the delinquent fees could be collected through other means, but uncollectible debts would likely increase. The CSAs could replace this foregone revenue through rate increases. The Board may decline to discharge accountability for uncollectible debts. The uncollectible debts would stay on the books. Further collection efforts are not considered to be cost effective.

### **OTHER AGENCY INVOLVEMENT**

The Auditor-Controller’s Office will include the adopted liens on the FY 2018-19 tax bills following approval by the Board at the July 17 public hearing. The Auditor-Controller is entitled to a processing fee. County Counsel has reviewed and approved the resolution as to form. The recommendation has been reviewed by the County Administrative Office.

### **FINANCING**

These revenues were included in the Adopted 2018-19 budgets for the various CSAs. The CSAs will receive payment for any lien amounts on the next property tax disbursement. The CSAs will receive this revenue even if the property tax bills go unpaid, because Shasta County has adopted the Teeter Plan. Reasonable allowances have been made for uncollectible debts. There is no General Fund impact.

### **ATTACHMENTS:**

Description	Upload Date	Description
Annual Reports of Delinquent Fees (NOT an attachment to the resolution)	7/5/2018	Annual Reports of Delinquent Fees (NOT an attachment to the resolution)
Annual Reports of Uncollectible Debts (NOT an attachment to the resolution)	7/5/2018	Annual Reports of Uncollectible Debts (NOT an attachment to the resolution)
CSAs Delinquent Fees & Uncollectible Debts Table	7/5/2018	CSAs Delinquent Fees & Uncollectible Debts

Resolution Confirming the Annual Reports of Delinquent Fees for CSAs	6/19/2018	Table Resolution Confirming the Annual Reports of Delinquent Fees for CSAs
Annual Reports of Delinquent Fees (Exhibit A to the Resolution)	7/5/2018	Annual Reports of Delinquent Fees (Exhibit A to the Resolution)

REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019  
CSA #2 - SUGARLOAF  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 51002

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0002140.2	085-050-020	JOHN SCHWARTZ	76.14
		TOTAL CHARGES	76.14

REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019  
CSA #3 - CASTELLA  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 51000

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0003123.0	014-540-026	EUGENE BRANSCUM	558.44
0003163.0	014-530-008	KENNETH STANMOLIS	619.38
0003175.0	014-530-035	BRADLEY FROST	411.76
0003225.1	014-610-005	JACK MITCHELL	185.70
		TOTAL CHARGES	1,775.28

REPORT OF DELINQUENT FEES-FISCAL YEAR 2018-2019  
 CSA #6 - JONES VALLEY  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 51001

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0006427.0	304-060-023	KARL BACON ESTATE	540.20
0006582.0	304-080-036	RANDY CALHOUN	146.88
0006353.3	304-090-028	TERA CONDIT	166.34
0006245.6	304-090-030	REGINA CRAIG	115.04
0006251.1	304-090-032	CINDY DUNCAN	113.14
0006254.1	304-100-027	HAROLD WILSON	261.66
0006232.0	304-100-045	KENNETH HOFFMAN	259.02
0006731.4	304-120-005	TAMARA PATTERSON	471.86
0006181.3	304-120-042	THOMAS LOOP	146.22
0006166.1	304-130-004	DONNA COOKE	296.98
0006637.3	304-130-034	STEVE BOLAND	42.16
0006339.00	304-170-001	VICTOR CASTELLANOS	330.12
0006362.1	304-170-025	JEREMIA FISHER	1,025.00
0006815.0	304-200-008	DONALD WEST	86.00
0006854.0	304-250-006	JOHN STOUT III	2,804.64
0006414.0	305-080-004	ERIN MCNALLY	9,164.68
		TOTAL CHARGES	15,969.94

REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019  
CSA #8 - PALO CEDRO  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 51004

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0008092.1	059-420-012	ROBERT CONSTANTINO	157.52
0008272.2	059-470-003	BRODY ANGLE	20.00
		TOTAL CHARGES	177.52

REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019  
 CSA #11 - FRENCH GULCH  
 (FINAL)  
 July 17, 2018

ASSESSMENT CODE 51006

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0011007.1	046-270-020	MAX MARRS	61.42
0011013.0	046-270-028	ESTATE OF NIKOLAI SAARI	269.32
0011031.0	046-400-018	KENNETH BASSHAM TRUST	61.44
0011045.0	046-410-004	ROBERT DROBNICK	61.44
0011054.00A	046-410-025	DARLENE MCCAMPBELL	147.00
0011067.1	046-410-057	ERIC JUE	523.36
0011068.1	046-410-061	PETER WOLL	20.00
0011082.0	046-430-011	STUART BENNETT	131.28
0011093.0	046-480-007	SHIRLEY BOYLES TRUST	61.00
0011099.1	046-480-031	JAMES HEPLER	160.78
0011101.1	046-480-033	FRED WILCOX	165.74
0011107.0	046-480-044	RICHARD THOMPSON	81.52
0011104.2	046-480-050	SHERRI MEISSNER	61.92
0011015.0C	046-510-003	LARA FIDEL	40.00
0011015.0	046-510-005	KENNETH WHITE	73.36
		TOTAL CHARGES	1,919.58

REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019  
CSA #13 - ALPINE MEADOWS  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 51007

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0013100.0	096-270-015	HAMBLIN & ASSOC	1003.96
0013102.1	096-270-017	SHINGLETOWN COMMUNITY CEN	100.90
0013250.1	703-020-013	WOODSHINGLE GROUP LLC	123.80
0013251.1	703-020-014	WOODSHINGLE GROUP LLC	123.80
		TOTAL CHARGES	1,352.46



## REPORT OF DELINQUENT FEES - FISCAL YEAR 2017-2018

CSA #17 - COTTONWOOD

(FINAL)

July 18, 2017

ASSESSMENT CODE 51003

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0017728.01	086-260-014	DENNIS HOOGSTAD	195.66
0017727.0	086-260-015	CYNTHIA BAKER	598.74
0017726.2	086-260-016	CATHERINE ELLIOTT	597.36
0017738.0	086-260-025	ALICIA JIMENEZ	517.56
0017844.0	086-260-036	JIM MORRISON III	194.18
0017848.0C	086-260-040	DOUGLAS REYHER	684.98
0171062.0A	086-260-055	LO CHING SAELEE	598.72
0171063.00A	086-260-061	BRADLEY HANNA	83.52
0017060.5	086-270-045	MATT NEHLS	344.02
0017069.1	086-270-053	MILES VEZIE	598.74
0017059.2	086-270-070	SANDRA LEE RITTER	598.70
0017067.0	086-270-073	CLIVE WILLARS	598.74
0017123.5	086-310-001	JENNIFER FROLIK	94.18
0017126.2	086-310-004	RYAN PRATHER	598.74
0017132.5	086-310-010	TIMOTHY JUDISH	600.28
0017164.0	086-310-017	JEANNE SPURR	97.82
0017159.2	086-310-022	CHRISTIAN SJOBERG	96.32
0017157.0	086-310-024	JAMIE MERIDITH	598.74
0017153.0	086-310-028	CHAD WILSON	211.16
0017105.0	086-310-040	NAOMI WOODS	598.76
0017118.5	086-310-053	DAVID BROUILLETTE	147.10
0017120.4	086-310-055	HAROLD HOUTZ	208.02
0017121.0	086-310-057	DAVID JENNEX	595.82
0017135.2	086-320-002	LINDA COX	491.54
0017137.0	086-320-004	KENNETH COX	296.40
0017139.1	086-320-006	KENNETH BARNES	598.74
0017091.0	086-320-020	ALBERT PRESIDIO	9.84
0017024.0	086-340-001	JEFF HARNOIS	598.76
0017027.0	086-340-004	DENNIS CORNELLA	598.74
0017009.0	086-340-031	LUPE CORDOVA	183.12
0017006.4	086-340-034	KYLE OBERMILLER	598.76
0017004.4L	086-340-038	LOUISE THOMPSON	598.62
0017004.0F	086-350-002	COLTON KASSER	478.94
0017004.4I	086-350-005	KATHY BROTHERS	49.00
0017004.4B	086-350-006	LONI CRAIG	598.76
0017049.3	086-350-010	JOSHUA BIDDLECOMB	79.18
0017806.0	086-350-018	MINNIE QUIGLEY	598.74
0017835.1	086-350-040	BRADLEY JORDAN	598.74
0171001.0A	086-380-002	RONALD WILSON	598.74
0171015.0	086-380-016	JAMES GILLIAM	598.74
0171027.0	086-390-012	MATT KIBLER	684.98

REPORT OF DELINQUENT FEES - FISCAL YEAR 2017-2018  
 CSA #17 - COTTONWOOD  
 (FINAL)  
 July 18, 2017

## ASSESSMENT CODE 51003

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0171032.0	086-390-017	RANDY POOL	598.74
0017075.0	086-400-003	JACOB STEPP	194.18
0017079.1C	086-400.011	BRAD MCLEOD	395.02
0172166.0	086-400-032	RONALD BENFER	293.46
0172024.3	086-410-014	GLENN GIPPNER	598.74
0172081.2	086-420-011	DANIEL LILLY	592.84
0172077.1A	086-420-017	SHAWN HARMAN	41.96
0172141.2	086-460-005	JOSHUA WINDERS	591.48
0172149.2	086-460-013	GILBERT KENNEN	62.94
0172237.4A	086-500-026	RICK TAIRA	394.36
0172262.00B	086-500.029	DANIEL SIMPSON	293.46
0017750.0	087-310-008	TROY TOERPE	598.74
0017751.0	087-310-009	CHRIS MCDONALD	598.74
0017752.0	087-310-010	DONNA HOPPER	601.14
0017754.1	087-310-012	LAREE OLSON	493.94
0017763.0	087-310-021	KEVIN GOODWIN	94.18
0017768.1	087-310-026	JOSHUA BOLLINGER	598.74
0017771.0	087-310-029	BRIAN HEESE	194.18
0017774.00	087-310-032	MARCUS LEE	496.52
0017776.2	087-310-034	MATTHEW SULLIVAN	600.00
0017778.0	087-310-036	MICHAEL BROWN	598.74
0017781.2	087-310-039	SIMON VILLALVAZO	139.70
0017782.0	087-310-040	CHRISTOPHER TRAETZ	598.74
0017784.0	087-310-042	RACHEL RALSTON	383.68
0017787.2	087-310-045	ZACHARY FRY	244.28
0017792.0	087-310-050	JEFFREY FISH	595.80
0017360.0A	088-010-002	GLORIA HIGBEE	598.74
0017358.0	088-010-008	ROBYN TAGGART	214.34
0017363.0	088-020-003	DELORES MITCHELL	598.76
0017372.1	088-020-013	SEAN OBAR	128.84
0017339.1	088-030-002	DIANA HILL	598.74
0017348.3	088-030-010	LAURI HAYWARD	598.76
0017351.1	088-030-013	DONALD BALDRY	265.34
0017327.1	088-040-010	EUGENE OGDEN	97.82
0017323.0	088-040-013	ESBY CONNER	94.24
0017315.1	088-040-021	MARY DOWELL	657.12
0017313.0	088-040-023	GERALDINE HOLDEN	598.74
0017288.1	088-050-003	KATHY YOUNG	290.18
0017291.1	088-050-006	MARIE DANNER	598.74
0017306.2A	088-050-032	UMBERTO DE PIERRI	598.74
0017212.0	088-060-004	ERNEST KNECHTEL	598.74

REPORT OF DELINQUENT FEES - FISCAL YEAR 2017-2018  
 CSA #17 - COTTONWOOD  
 (FINAL)  
 July 18, 2017

ASSESSMENT CODE 51003

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0017230.2	088-060-030	JP MORGAN CHASE BANK	323.92
0172005.0	088-060-053	DAWN LEWIS	496.52
0172105.2	088-060-057	TIFFANY CAHOON	189.72
0172106.6	088-060-058	TIFFANY MCHALE	342.72
0172111.6	088-060-063	TIFFANY CAHOON	597.38
0017227.1A	088-060-067	KEVIN DAVIS	96.36
0017241.0	088-070-004	KENNETH FORESTER	598.68
0017244.0	088-070-007	BARBARA FORESTER	193.54
0017248.7	088-070-011	THOMAS SEMINGSON	143.44
0017252.00	088-070-015	ROLAND ESTARIS	513.88
0017266.2	088-070-030	MICHAEL LABO	293.46
0017280.1	088-070-036	CYNTHIA RHYNE	598.74
0017279.0	088-070-037	MELISSA MCARTHUR	97.78
0017274.3	088-070-041	JAN HAMILTON	595.80
0017273.0	088-070-042	ALVIN CAMPBELL	598.74
0017277.0	088-070-050	JASON BALDWIN	30.44
0017411.00	088-080-002	ETHAN FERRIER	832.66
0017423.2	088-080-012	RENEA HOLLOWAY	97.82
0017424.1	088-080-013	SHAWN DOMOE	598.74
0017409.1	088-080-023	JOE CAPPELLO	598.76
0017396.0	088-080-024	DONALD RAWLINS	214.34
0017397.0	088-080-025	DAVID WENDLANDT	598.76
0017401.0	088-080-030	GARRETT RUSSELL	597.32
0017385.3	088-080-036	BRIAN TARRENTS	597.12
0017433.1	088-090-012	FOREST MINER	293.46
0017431.1	088-090-014	GLORIA HIGBEE	264.66
0017457.1	088-090-018	ROLENE DAVIS	598.74
0017458.0	088-090-019	PAMELA ALARCON	598.74
0017440.0	088-090-023	ESTATE OF GLENN WILSON	450.32
0017443.00	088-090-026	JERRY TATE	194.18
0017444.1	088-090-027	MARIA RAMOS	595.30
0017438.0	088-090-035	TROY CLAYTON	598.76
0017455.2	088-090-042	RUSSELL FOSSETT	63.44
0017463.0	088-100-003	LINDA JENNINGS	236.64
0017465.1	088-100-005	ARTHUR WATERS	598.74
0017466.0	088-100-006	LORIE WOOLERY	362.88
0017474.0	088-100-016	ARTHUR BEVERS	590.04
0017543.2	088-110-009	DAVID PRUITT	598.74
0017540.0	088-110-012	TODD BARNETTE	598.74
0017538.1	088-110-014	JOSHUA FEMATT	598.74
0017488.2	088-110-052	SUSAN BATES	95.10

REPORT OF DELINQUENT FEES - FISCAL YEAR 2017-2018  
 CSA #17 - COTTONWOOD  
 (FINAL)  
 July 18, 2017

## ASSESSMENT CODE 51003

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0017535.0C	088-110-076	HAROLD GRAVES	103.80
0017185.00	088-130-005	WILLARD FAIRBANKS	63.32
0017192.00	088-140-008	PATRICK BRADY	197.32
0171129.1B	088-140-030	PATRICK BRADY	224.64
0017207.2	088-140-040	DARWIN MCDONALD	1,496.80
0017863.0	088-150-006	PAMELA STEIN	598.74
0017864.0	088-150-007	CHERYL JENNINGS	389.16
0017866.0	088-150-009	JOSE NAVARRO	97.82
0017874.0	088-150-017	ENRIQUE MACIAS	193.48
0017876.3	088-150-019	GLENN SKINNER	598.72
0017878.3	088-150-021	JOSHUA CAHOON	136.96
0171208.3	088-150-037	CINDY CASH	110.34
0017673.2A	088-160-033	BRANDON BENNETT	595.80
0017682.0	088-170-003	FRANCILLE HONAKER	598.76
0017683.1	088-170-004	MELVIN CAMERON	781.34
0017689.0	088-170-010	ESTATE OF RONALD MOORE	63.32
0017692.1	088-170-013	ALVIN PARKER	598.74
0017688.0	088-170-019	PATSY VANCE	496.52
0017655.2	088-190-004	MAC HAYWARD	597.28
0017657.0	088-190-023	HAROLD DEAN	794.50
0017652.00B	088-190-037	CODY JONES	64.14
0017645.1	088-200-007	LANCE MAYFIELD	202.74
0172066.0	088-230-014	SHAWN MCDERMOTT	63.32
0172065.3	088-230-017	BRANDON GARCIA	291.22
0172070.0	088-230-018	SHAWN ISOM	345.92
0017626.1	088-250-012	KEVIN SLOVER	598.76
0017615.00	088-260-004	STEVE LAWSON	98.92
0017619.1	088-260-018	RICHARD HEISTER	662.08
0017618.0	088-260-019	KATHY STEPHENS	662.08
0017610.0A	088-270-003	MELBA ROLEY	725.38
0017602.3A	088-300-008	HAZEL STEPHENS	598.74
0017592.2	088-320-004	BRIAN MCDUGALL	515.22
0017589.0	088-320-006	ROBERT STEVENSON	422.66
0017595.0C	088-320-014	MARC HOLLOWAY	788.72
0017595.1D	088-320-016	JASON MUNSON	234.48
0017568.1	088-350-015	ANDY ANLIKER	684.98
0017567.0A	088-360-008	BARBARA REED	49.74
0017901.0	088-450-001	BOB MCDUGAL	598.74
0017902.2	088-450-002	JULIE FAGGARD	598.74
0017904.2	088-450-004	JEAN MCANINCH	293.46
0017905.0	088-450-005	JUSTIN TWEEDY	193.54

REPORT OF DELINQUENT FEES - FISCAL YEAR 2017-2018  
 CSA #17 - COTTONWOOD  
 (FINAL)  
 July 18, 2017

ASSESSMENT CODE 51003

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0017906.2	088-450-006	CONNIE FAGGARD	192.70
0017909.0	088-450-009	MICHAEL VANDERBURG	598.74
0017910.0	088-450-010	LESTER HUGHES	598.76
0017920.2	088-450-020	ROBERT MCDUGAL	194.18
0017921.0	088-450-021	JOYCE PALMER	598.74
0017922.0	088-450-022	MICHAEL DILL	598.74
0017923.0	088-450-023	GREGORY HIGGINS	598.74
0017982.1	088-450-031	CORLISS BONNEY	600.00
0017987.0A	088-450-036	TONY BROPHY	1,179.92
0171156.1	088-460-023	SHAWNA ROMINE	684.98
0171157.0	088-460-024	IMELDA SKAGGS	598.74
0171164.3	088-460-031	CHIO SAELEE	318.88
0171160.2	088-460-035	ANTHONY MCKINNIE	144.96
0171189.2	088-470-015	CAROLYN DAVIS	296.44
0171178.1	088-470-030	SHAWN OBRIEN	194.18
0017702.1	090-410-009	DAVID FLATT	97.82
0017706.0	090-410-022	CODY JONES	188.36
0017635.0	090-420-007	SHIRLEY LENTZ	365.36
0017708.1C	090-480-013	CODY JONES	63.32
0017708.1C	090-480-014	CODY JONES	63.32
0017708.1B	090-480-015	CODY JONES	63.32
		TOTAL CHARGES	77,406.60

REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019  
CSA #23 - CRAG VIEW  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 51005

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0023068.00	014-080-018	JENNIFER BURGER	401.32
0023096.0	014-080-021	ESTATE OF JAMES A SIMS	472.14
0023059.1	014-090-005	RODRIC SIMSON	645.96
0023079.0	014-660-011	GEORGE KROPF	646.52
		TOTAL CHARGES	2,165.94

REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019  
CSA #25 - KESWICK  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 51008

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0025212.2	065-110-007	KENNETH COOK	444.58
0025217.0	065-110-014	KENNETH COOK	444.84
0025047.2	065-130-074	PAUL HOLLAND	200.84
0025216.1	065-150-050	RICHARD SHARP	240.98
0025069.2	065-150-088	COOK FAMILY TRUST	172.74
0025083.00	065-180-008	LOUISE PESETTI	579.92
0025043.4	065-220-087	KATHLEEN FLOURNOY	229.02
0025100.3	065-260-014	SHERRY GIFFORD	316.88
0025095.0	065-260-030	JEANNE LAFONT	567.72
0025143.0	065-260-032	JEANNE LAFONT	384.98
0025158.0	065-700-015	DARWIN LUDWIG	111.14
		TOTAL CHARGES	3,693.64

REPORT OF UNCOLLECTIBLE DEBTS - FISCAL YEAR 2018-2019  
CSA #6 - JONES VALLEY  
(FINAL)  
July 17, 2018

UNCOLL6

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0006216.0	304-090-037	ESTATE OF GARY REINHARDT	30.18
		TOTAL CHARGES	30.18



REPORT OF UNCOLLECTIBLE DEBTS - FISCAL YEAR 2018-2019  
CSA #8 - PALO CEDRO  
(FINAL)  
July 17, 2018

UNCOLL8

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0008107.1	059-430-007	KENNETH FUHRMANN	86.13
0008039.0A	059-110-063	SARA ANN DUMONT	120.10
0008039.1C	059-110-064	SARA ANN DUMONT	231.31
		TOTAL CHARGES	437.54

REPORT OF UNCOLLECTIBLE DEBTS - FISCAL YEAR 2018-2019  
CSA #17 - COTTONWOOD  
(FINAL)  
July 17, 2018

UNCOLL17

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0017799.2	087-310-057	VENTURES TRUST	470.54
0017369.0	088-020-010	DELORES MITCHELL	7.24
0017351.0	088-030-013	HARRY BALDRY	27.30
0017263.0	088-070-026	JAMES REIFERT	22.67
0017439.1	088-090-036	ON THE ROAD ENT	217.37
0017472.1	088-100-014	ON THE ROAD ENT	296.32
0017480.2	088-100-020	US NATIONAL BANK	176.73
0017556.2	088-120-006	RELIABLE TRUCK REPAIR	97.35
0017561.1	088-120-011	DEBRA NICKEL	69.96
0017201.0	088-140-022	KATHLEEN SPAIN	48.00
0171004.0	086-380-005	MARK DUENAS	670.40
0171197.1	088-470-023	PHYLLIS DYCHES	332.41
		TOTAL CHARGES	2,436.29

CSA Delinquent Fees and Uncollectibles

Delinquent Fees Placed on Tax Rolls

CSA	Year - 18/19	Year - 17/18	Year - 16/17	Year - 15/16	Year - 14/15	Year - 13/14	Year - 12/13	Year - 11/12	Year - 10/11	Year - 09/10	Year - 08/09	Year - 07/08	Year - 06/07	Year - 05/06	Year - 04/05	Year - 03/04	Year - 02/03	Year - 01/02
#2 - Sugarloaf	\$76.14	\$0.00	\$0.00	\$484.38	\$204.56	\$318.00	\$204.56	\$158.30	\$526.63	\$609.54	\$641.45	\$436.13	\$389.18	\$476.66	\$473.98	\$418.36	\$424.92	\$339.27
#3 - Castella	\$1,775.28	\$1,424.82	\$1,060.74	\$1,066.10	\$1,885.88	\$1,859.06	\$1,267.15	\$1,425.69	\$1,141.99	\$757.89	\$1,620.44	\$567.72	\$1,146.65	\$752.15	\$1,155.03	\$1,681.68	\$5,943.13	\$5,140.07
#6 - Jones Valley	\$15,969.94	\$2,240.32	\$4,588.42	\$3,904.94	\$5,196.00	\$6,154.60	\$3,524.51	\$4,163.79	\$2,517.64	\$1,810.57	\$1,747.29	\$2,892.92	\$1,129.48	\$714.52	\$1,421.49	\$1,619.66	\$1,066.94	\$1,076.36
#8 - Palo Cedro	\$177.52	\$586.56	\$531.86	\$1,340.34	\$1,467.68	\$1,930.86	\$527.34	\$2,393.91	\$2,055.02	\$1,351.63	\$541.21	\$1,070.36	\$127.90	\$0.00	\$778.36	\$63.33	\$475.50	\$856.37
#11 - French Gulch	\$1,919.58	\$1,559.48	\$2,388.86	\$1,791.04	\$1,484.56	\$1,858.19	\$1,869.74	\$1,883.98	\$1,793.81	\$772.79	\$1,095.53	\$1,562.14	\$1,655.22	\$847.23	\$617.77	\$1,579.30	\$710.84	\$843.46
#13 - Alpine Meadows	\$1,352.46	\$253.28	\$253.28	\$333.92	\$257.46	\$319.44	\$375.06	\$294.23	\$252.25	\$251.50	\$143.34	\$188.84	\$166.94	\$126.64	\$327.24	\$126.67	\$128.86	\$367.93
#17 - Cottonwood	\$77,406.60	\$66,044.98	\$64,821.93	\$55,219.36	\$60,604.10	\$61,414.19	\$61,385.98	\$55,171.86	\$56,373.65	\$47,314.30	\$36,358.72	\$31,928.99	\$25,123.60	\$19,046.32	\$20,506.39	\$20,403.82	\$20,753.47	\$21,079.88
#23 - Crag View	\$2,165.94	\$1,201.94	\$552.04	\$72.54	\$440.24	\$1,178.36	\$518.79	\$215.14	\$384.78	\$744.25	\$656.96	\$970.73	\$0.00	\$0.00	\$40.62	\$0.00	\$0.00	\$0.00
#25 - Keswick	\$3,693.64	\$1,938.16	\$2,261.78	\$918.58	\$953.16	\$1,319.86	\$1,633.14	\$1,387.43	\$1,209.42	\$988.75	\$1,277.82	\$1,756.29	\$1,168.98	\$843.97	\$688.72	\$182.05	\$319.31	\$272.00
Total:	\$104,537.10	\$75,249.54	\$76,458.91	\$65,131.20	\$72,493.64	\$76,352.56	\$71,306.27	\$67,094.33	\$66,255.19	\$54,601.22	\$44,082.76	\$41,374.12	\$30,907.95	\$22,807.49	\$26,009.60	\$26,074.87	\$29,822.97	\$29,975.34

Uncollectible Fees to be Discharged

CSA	Year - 18/19	Year - 17/18	Year - 16/17	Year - 15/16	Year - 14/15	Year - 13/14	Year - 12/13	Year - 11/12	Year - 10/11	Year - 09/10	Year - 08/09	Year - 07/08	Year - 06/07	Year - 05/06	Year - 04/05	Year - 03/04	Year - 02/03	Year - 01/02
#2 - Sugarloaf	\$0.00	\$0.00	\$0.00	\$192.59	\$0.00	\$0.00	\$45.42	\$0.00	\$0.00	\$114.11	\$156.94	\$0.00	\$28.33	\$0.00	\$0.00	\$57.56	\$0.00	\$3.00
#3 - Castella	\$0.00	\$0.00	\$0.00	\$0.00	\$16.82	\$268.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$342.41	\$9.42	\$0.00	\$0.00
#6 - Jones Valley	\$30.18	\$74.41	\$121.06	\$647.00	\$562.04	\$759.72	\$87.56	\$105.43	\$172.51	\$633.62	\$0.00	\$0.00	\$164.07	\$623.43	\$265.80	\$295.89	\$107.09	\$350.91
#8 - Palo Cedro	\$437.54	\$0.00	\$236.26	\$2.53	\$126.40	\$0.00	\$0.00	\$0.00	\$39.96	\$0.00	\$250.87	\$0.00	\$4.50	\$0.00	\$0.00	\$13.54	\$0.00	\$0.00
#11 - French Gulch	\$0.00	\$592.25	\$0.00	\$59.60	\$53.61	\$0.00	\$0.00	\$2.18	\$0.00	\$0.00	\$11.94	\$0.00	\$0.00	\$0.00	\$0.00	\$41.90	\$0.00	\$359.10
#13 - Alpine Meadows	\$0.00	\$0.00	\$0.00	\$56.49	\$0.00	\$58.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$352.74	\$88.40
#17 - Cottonwood	\$2,436.29	\$4,380.16	\$3,127.16	\$2,339.31	\$1,273.89	\$1,344.14	\$4,060.07	\$2,458.87	\$2,907.71	\$784.37	\$207.87	\$259.48	\$110.89	\$49.80	\$1,414.30	\$3,876.29	\$56.45	\$1,077.15
#23 - Cragview	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$109.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
#25 - Keswick	\$204.00	\$0.00	\$112.26	\$23.80	\$0.00	\$191.68	\$66.80	\$0.00	\$0.00	\$0.00	\$177.56	\$9.10	\$169.85	\$0.00	\$0.00	\$245.44	\$1.07	\$141.68
Total:	\$2,904.01	\$5,046.82	\$3,596.74	\$3,321.32	\$2,032.76	\$2,622.28	\$4,368.93	\$2,566.48	\$3,120.18	\$1,532.10	\$805.18	\$268.58	\$477.64	\$674.23	\$2,032.51	\$4,540.04	\$517.35	\$2,020.24

**RESOLUTION NO. 2018-**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
CONFIRMING THE ANNUAL REPORTS OF DELINQUENT FEES FOR  
COUNTY SERVICE AREAS NO. 2-SUGARLOAF, NO. 3-CASTELLA, NO. 6-JONES VALLEY,  
NO. 8-PALO CEDRO, NO. 11-FRENCH GULCH, NO. 13-ALPINE MEADOWS,  
NO. 17-COTTONWOOD, NO. 23-CRAG VIEW AND NO. 25-KESWICK**

**WHEREAS**, the Annual Reports of Delinquent Fees for Fiscal Year 2018-2019 for County Service Areas No. 2-Sugarloaf, No. 3-Castella, No. 6-Jones Valley, No. 8-Palo Cedro, No. 11-French Gulch, No. 13-Alpine Meadows, No. 17-Cottonwood, No. 23-Crag View and No. 25-Keswick (collectively, the "Reports") were filed with the Clerk of the Board of Supervisors on June 11, 2018, in accordance with section 3.20.020 of the Shasta County Code; and

**WHEREAS**, the Reports contain a description of each parcel of real property receiving service or benefit from the respective County Service Areas and the amount of the charge for each parcel for each particular extended service; and

**WHEREAS**, the Board of Supervisors heard and considered all of the objections or protests to the Reports at a public hearing held on July 17, 2018; and

**WHEREAS**, the Clerk of the Board of Supervisors published notice of the public hearing held on July 17, 2018, in accordance with applicable law.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Shasta that the attached Annual Reports of Delinquent Fees for Fiscal Year 2018-2019 (Exhibit A) for County Service Areas No. 2-Sugarloaf, No. 3-Castella, No. 6-Jones Valley, No. 8-Palo Cedro, No. 11-French Gulch, No. 13-Alpine Meadows, No. 17-Cottonwood, No. 23-Crag View and No. 25-Keswick are hereby adopted without amendment.

**NOW, THEREFORE BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of Shasta that the parcel charges set forth in the Reports shall appear as a separate item on the tax bill for the affected parcels and shall be collected at the same time, and in the same manner, as ordinary County ad valorem property taxes are collected.

**DULY PASSED AND ADOPTED** this 17th day of July, 2018 by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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

ATTEST:  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

Deputy

EXHIBIT A

REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019  
CSA #2 - SUGARLOAF  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 51002

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0002140.2	085-050-020	JOHN SCHWARTZ	76.14
		TOTAL CHARGES	76.14

## EXHIBIT A

## REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019

CSA #3 - CASTELLA

(FINAL)

July 17, 2018

ASSESSMENT CODE 51000

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0003123.0	014-540-026	EUGENE BRANSCUM	558.44
0003163.0	014-530-008	KENNETH STANMOLIS	619.38
0003175.0	014-530-035	BRADLEY FROST	411.76
0003225.1	014-610-005	JACK MITCHELL	185.70
		TOTAL CHARGES	1,775.28

## EXHIBIT A

## REPORT OF DELINQUENT FEES-FISCAL YEAR 2018-2019

CSA #6 - JONES VALLEY

(FINAL)

July 17, 2018

ASSESSMENT CODE 51001

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0006427.0	304-060-023	KARL BACON ESTATE	540.20
0006582.0	304-080-036	RANDY CALHOUN	146.88
0006353.3	304-090-028	TERA CONDIT	166.34
0006245.6	304-090-030	REGINA CRAIG	115.04
0006251.1	304-090-032	CINDY DUNCAN	113.14
0006254.1	304-100-027	HAROLD WILSON	261.66
0006232.0	304-100-045	KENNETH HOFFMAN	259.02
0006731.4	304-120-005	TAMARA PATTERSON	471.86
0006181.3	304-120-042	THOMAS LOOP	146.22
0006166.1	304-130-004	DONNA COOKE	296.98
0006637.3	304-130-034	STEVE BOLAND	42.16
0006339.00	304-170-001	VICTOR CASTELLANOS	330.12
0006362.1	304-170-025	JEREMIA FISHER	1,025.00
0006815.0	304-200-008	DONALD WEST	86.00
0006854.0	304-250-006	JOHN STOUT III	2,804.64
0006414.0	305-080-004	ERIN MCNALLY	9,164.68
		TOTAL CHARGES	15,969.94



## EXHIBIT A

## REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019

CSA #8 - PALO CEDRO

(FINAL)

July 17, 2018

ASSESSMENT CODE 51004

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0008092.1	059-420-012	ROBERT CONSTANTINO	157.52
0008272.2	059-470-003	BRODY ANGLE	20.00
		TOTAL CHARGES	177.52

## EXHIBIT A

## REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019

CSA #11 - FRENCH GULCH

(FINAL)

July 17, 2018

ASSESSMENT CODE 51006

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0011007.1	046-270-020	MAX MARRS	61.42
0011013.0	046-270-028	ESTATE OF NIKOLAI SAARI	269.32
0011031.0	046-400-018	KENNETH BASSHAM TRUST	61.44
0011045.0	046-410-004	ROBERT DROBNICK	61.44
0011054.00A	046-410-025	DARLENE MCCAMPBELL	147.00
0011067.1	046-410-057	ERIC JUE	523.36
0011068.1	046-410-061	PETER WOLL	20.00
0011082.0	046-430-011	STUART BENNETT	131.28
0011093.0	046-480-007	SHIRLEY BOYLES TRUST	61.00
0011099.1	046-480-031	JAMES HEPLER	160.78
0011101.1	046-480-033	FRED WILCOX	165.74
0011107.0	046-480-044	RICHARD THOMPSON	81.52
0011104.2	046-480-050	SHERRI MEISSNER	61.92
0011015.0C	046-510-003	LARA FIDEL	40.00
0011015.0	046-510-005	KENNETH WHITE	73.36
		TOTAL CHARGES	1,919.58

## EXHIBIT A

REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019  
CSA #13 - ALPINE MEADOWS  
(FINAL)  
July 17, 2018

ASSESSMENT CODE 51007

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0013100.0	096-270-015	HAMBLIN & ASSOC	1003.96
0013102.1	096-270-017	SHINGLETOWN COMMUNITY CEN	100.90
0013250.1	703-020-013	WOODSHINGLE GROUP LLC	123.80
0013251.1	703-020-014	WOODSHINGLE GROUP LLC	123.80
		TOTAL CHARGES	1,352.46

## EXHIBIT A

## REPORT OF DELINQUENT FEES - FISCAL YEAR 2017-2018

CSA #17 - COTTONWOOD

(FINAL)

July 18, 2017

## ASSESSMENT CODE 51003

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0017728.01	086-260-014	DENNIS HOOGSTAD	195.66
0017727.0	086-260-015	CYNTHIA BAKER	598.74
0017726.2	086-260-016	CATHERINE ELLIOTT	597.36
0017738.0	086-260-025	ALICIA JIMENEZ	517.56
0017844.0	086-260-036	JIM MORRISON III	194.18
0017848.0C	086-260-040	DOUGLAS REYHER	684.98
0171062.0A	086-260-055	LO CHING SAELEE	598.72
0171063.00A	086-260-061	BRADLEY HANNA	83.52
0017060.5	086-270-045	MATT NEHLS	344.02
0017069.1	086-270-053	MILES VEZIE	598.74
0017059.2	086-270-070	SANDRA LEE RITTER	598.70
0017067.0	086-270-073	CLIVE WILLARS	598.74
0017123.5	086-310-001	JENNIFER FROLIK	94.18
0017126.2	086-310-004	RYAN PRATHER	598.74
0017132.5	086-310-010	TIMOTHY JUDISH	600.28
0017164.0	086-310-017	JEANNE SPURR	97.82
0017159.2	086-310-022	CHRISTIAN SJOBERG	96.32
0017157.0	086-310-024	JAMIE MERIDITH	598.74
0017153.0	086-310-028	CHAD WILSON	211.16
0017105.0	086-310-040	NAOMI WOODS	598.76
0017118.5	086-310-053	DAVID BROUILLETTE	147.10
0017120.4	086-310-055	HAROLD HOUTZ	208.02
0017121.0	086-310-057	DAVID JENNEX	595.82
0017135.2	086-320-002	LINDA COX	491.54
0017137.0	086-320-004	KENNETH COX	296.40
0017139.1	086-320-006	KENNETH BARNES	598.74
0017091.0	086-320-020	ALBERT PRESIDIO	9.84
0017024.0	086-340-001	JEFF HARNOIS	598.76
0017027.0	086-340-004	DENNIS CORNELLA	598.74
0017009.0	086-340-031	LUPE CORDOVA	183.12
0017006.4	086-340-034	KYLE OBERMILLER	598.76
0017004.4L	086-340-038	LOUISE THOMPSON	598.62
0017004.0F	086-350-002	COLTON KASSER	478.94
0017004.4I	086-350-005	KATHY BROTHERS	49.00
0017004.4B	086-350-006	LONI CRAIG	598.76
0017049.3	086-350-010	JOSHUA BIDDLECOMB	79.18
0017806.0	086-350-018	MINNIE QUIGLEY	598.74
0017835.1	086-350-040	BRADLEY JORDAN	598.74
0171001.0A	086-380-002	RONALD WILSON	598.74
0171015.0	086-380-016	JAMES GILLIAM	598.74
0171027.0	086-390-012	MATT KIBLER	684.98

## EXHIBIT A

## REPORT OF DELINQUENT FEES - FISCAL YEAR 2017-2018

CSA #17 - COTTONWOOD

(FINAL)

July 18, 2017

ASSESSMENT CODE 51003

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0171032.0	086-390-017	RANDY POOL	598.74
0017075.0	086-400-003	JACOB STEPP	194.18
0017079.1C	086-400.011	BRAD MCLEOD	395.02
0172166.0	086-400-032	RONALD BENFER	293.46
0172024.3	086-410-014	GLENN GIPPNER	598.74
0172081.2	086-420-011	DANIEL LILLY	592.84
0172077.1A	086-420-017	SHAWN HARMAN	41.96
0172141.2	086-460-005	JOSHUA WINDERS	591.48
0172149.2	086-460-013	GILBERT KENNEN	62.94
0172237.4A	086-500-026	RICK TAIRA	394.36
0172262.00B	086-500.029	DANIEL SIMPSON	293.46
0017750.0	087-310-008	TROY TOERPE	598.74
0017751.0	087-310-009	CHRIS MCDONALD	598.74
0017752.0	087-310-010	DONNA HOPPER	601.14
0017754.1	087-310-012	LAREE OLSON	493.94
0017763.0	087-310-021	KEVIN GOODWIN	94.18
0017768.1	087-310-026	JOSHUA BOLLINGER	598.74
0017771.0	087-310-029	BRIAN HEESE	194.18
0017774.00	087-310-032	MARCUS LEE	496.52
0017776.2	087-310-034	MATTHEW SULLIVAN	600.00
0017778.0	087-310-036	MICHAEL BROWN	598.74
0017781.2	087-310-039	SIMON VILLALVAZO	139.70
0017782.0	087-310-040	CHRISTOPHER TRAETZ	598.74
0017784.0	087-310-042	RACHEL RALSTON	383.68
0017787.2	087-310-045	ZACHARY FRY	244.28
0017792.0	087-310-050	JEFFREY FISH	595.80
0017360.0A	088-010-002	GLORIA HIGBEE	598.74
0017358.0	088-010-008	ROBYN TAGGART	214.34
0017363.0	088-020-003	DELORES MITCHELL	598.76
0017372.1	088-020-013	SEAN OBAR	128.84
0017339.1	088-030-002	DIANA HILL	598.74
0017348.3	088-030-010	LAURI HAYWARD	598.76
0017351.1	088-030-013	DONALD BALDRY	265.34
0017327.1	088-040-010	EUGENE OGDEN	97.82
0017323.0	088-040-013	ESBY CONNER	94.24
0017315.1	088-040-021	MARY DOWELL	657.12
0017313.0	088-040-023	GERALDINE HOLDEN	598.74
0017288.1	088-050-003	KATHY YOUNG	290.18
0017291.1	088-050-006	MARIE DANNER	598.74
0017306.2A	088-050-032	UMBERTO DE PIERRI	598.74
0017212.0	088-060-004	ERNEST KNECHTEL	598.74

## EXHIBIT A

## REPORT OF DELINQUENT FEES - FISCAL YEAR 2017-2018

CSA #17 - COTTONWOOD

(FINAL)

July 18, 2017

ASSESSMENT CODE 51003

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0017230.2	088-060-030	JP MORGAN CHASE BANK	323.92
0172005.0	088-060-053	DAWN LEWIS	496.52
0172105.2	088-060-057	TIFFANY CAHOON	189.72
0172106.6	088-060-058	TIFFANY MCHALE	342.72
0172111.6	088-060-063	TIFFANY CAHOON	597.38
0017227.1A	088-060-067	KEVIN DAVIS	96.36
0017241.0	088-070-004	KENNETH FORESTER	598.68
0017244.0	088-070-007	BARBARA FORESTER	193.54
0017248.7	088-070-011	THOMAS SEMINGSON	143.44
0017252.00	088-070-015	ROLAND ESTARIS	513.88
0017266.2	088-070-030	MICHAEL LABO	293.46
0017280.1	088-070-036	CYNTHIA RHYNE	598.74
0017279.0	088-070-037	MELISSA MCARTHUR	97.78
0017274.3	088-070-041	JAN HAMILTON	595.80
0017273.0	088-070-042	ALVIN CAMPBELL	598.74
0017277.0	088-070-050	JASON BALDWIN	30.44
0017411.00	088-080-002	ETHAN FERRIER	832.66
0017423.2	088-080-012	RENEA HOLLOWAY	97.82
0017424.1	088-080-013	SHAWN DOMOE	598.74
0017409.1	088-080-023	JOE CAPPELLO	598.76
0017396.0	088-080-024	DONALD RAWLINS	214.34
0017397.0	088-080-025	DAVID WENDLANDT	598.76
0017401.0	088-080-030	GARRETT RUSSELL	597.32
0017385.3	088-080-036	BRIAN TARRENTS	597.12
0017433.1	088-090-012	FOREST MINER	293.46
0017431.1	088-090-014	GLORIA HIGBEE	264.66
0017457.1	088-090-018	ROLENE DAVIS	598.74
0017458.0	088-090-019	PAMELA ALARCON	598.74
0017440.0	088-090-023	ESTATE OF GLENN WILSON	450.32
0017443.00	088-090-026	JERRY TATE	194.18
0017444.1	088-090-027	MARIA RAMOS	595.30
0017438.0	088-090-035	TROY CLAYTON	598.76
0017455.2	088-090-042	RUSSELL FOSSETT	63.44
0017463.0	088-100-003	LINDA JENNINGS	236.64
0017465.1	088-100-005	ARTHUR WATERS	598.74
0017466.0	088-100-006	LORIE WOOLERY	362.88
0017474.0	088-100-016	ARTHUR BEVERS	590.04
0017543.2	088-110-009	DAVID PRUITT	598.74
0017540.0	088-110-012	TODD BARNETTE	598.74
0017538.1	088-110-014	JOSHUA FEMATT	598.74
0017488.2	088-110-052	SUSAN BATES	95.10

## EXHIBIT A

## REPORT OF DELINQUENT FEES - FISCAL YEAR 2017-2018

CSA #17 - COTTONWOOD

(FINAL)

July 18, 2017

## ASSESSMENT CODE 51003

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0017535.0C	088-110-076	HAROLD GRAVES	103.80
0017185.00	088-130-005	WILLARD FAIRBANKS	63.32
0017192.00	088-140-008	PATRICK BRADY	197.32
0171129.1B	088-140-030	PATRICK BRADY	224.64
0017207.2	088-140-040	DARWIN MCDONALD	1,496.80
0017863.0	088-150-006	PAMELA STEIN	598.74
0017864.0	088-150-007	CHERYL JENNINGS	389.16
0017866.0	088-150-009	JOSE NAVARRO	97.82
0017874.0	088-150-017	ENRIQUE MACIAS	193.48
0017876.3	088-150-019	GLENN SKINNER	598.72
0017878.3	088-150-021	JOSHUA CAHOON	136.96
0171208.3	088-150-037	CINDY CASH	110.34
0017673.2A	088-160-033	BRANDON BENNETT	595.80
0017682.0	088-170-003	FRANCILLE HONAKER	598.76
0017683.1	088-170-004	MELVIN CAMERON	781.34
0017689.0	088-170-010	ESTATE OF RONALD MOORE	63.32
0017692.1	088-170-013	ALVIN PARKER	598.74
0017688.0	088-170-019	PATSY VANCE	496.52
0017655.2	088-190-004	MAC HAYWARD	597.28
0017657.0	088-190-023	HAROLD DEAN	794.50
0017652.00B	088-190-037	CODY JONES	64.14
0017645.1	088-200-007	LANCE MAYFIELD	202.74
0172066.0	088-230-014	SHAWN MCDERMOTT	63.32
0172065.3	088-230-017	BRANDON GARCIA	291.22
0172070.0	088-230-018	SHAWN ISOM	345.92
0017626.1	088-250-012	KEVIN SLOVER	598.76
0017615.00	088-260-004	STEVE LAWSON	98.92
0017619.1	088-260-018	RICHARD HEISTER	662.08
0017618.0	088-260-019	KATHY STEPHENS	662.08
0017610.0A	088-270-003	MELBA ROLEY	725.38
0017602.3A	088-300-008	HAZEL STEPHENS	598.74
0017592.2	088-320-004	BRIAN MCDUGALL	515.22
0017589.0	088-320-006	ROBERT STEVENSON	422.66
0017595.0C	088-320-014	MARC HOLLOWAY	788.72
0017595.1D	088-320-016	JASON MUNSON	234.48
0017568.1	088-350-015	ANDY ANLIKER	684.98
0017567.0A	088-360-008	BARBARA REED	49.74
0017901.0	088-450-001	BOB MCDUGAL	598.74
0017902.2	088-450-002	JULIE FAGGARD	598.74
0017904.2	088-450-004	JEAN MCANINCH	293.46
0017905.0	088-450-005	JUSTIN TWEEDY	193.54

## EXHIBIT A

## REPORT OF DELINQUENT FEES - FISCAL YEAR 2017-2018

CSA #17 - COTTONWOOD

(FINAL)

July 18, 2017

ASSESSMENT CODE 51003

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0017906.2	088-450-006	CONNIE FAGGARD	192.70
0017909.0	088-450-009	MICHAEL VANDERBURG	598.74
0017910.0	088-450-010	LESTER HUGHES	598.76
0017920.2	088-450-020	ROBERT MCDUGAL	194.18
0017921.0	088-450-021	JOYCE PALMER	598.74
0017922.0	088-450-022	MICHAEL DILL	598.74
0017923.0	088-450-023	GREGORY HIGGINS	598.74
0017982.1	088-450-031	CORLISS BONNEY	600.00
0017987.0A	088-450-036	TONY BROPHY	1,179.92
0171156.1	088-460-023	SHAWNA ROMINE	684.98
0171157.0	088-460-024	IMELDA SKAGGS	598.74
0171164.3	088-460-031	CHIO SAELEE	318.88
0171160.2	088-460-035	ANTHONY MCKINNIE	144.96
0171189.2	088-470-015	CAROLYN DAVIS	296.44
0171178.1	088-470-030	SHAWN OBRIEN	194.18
0017702.1	090-410-009	DAVID FLATT	97.82
0017706.0	090-410-022	CODY JONES	188.36
0017635.0	090-420-007	SHIRLEY LENTZ	365.36
0017708.1C	090-480-013	CODY JONES	63.32
0017708.1C	090-480-014	CODY JONES	63.32
0017708.1B	090-480-015	CODY JONES	63.32
TOTAL CHARGES			77,406.60



## EXHIBIT A

## REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019

CSA #23 - CRAG VIEW

(FINAL)

July 17, 2018

ASSESSMENT CODE 51005

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0023068.00	014-080-018	JENNIFER BURGER	401.32
0023096.0	014-080-021	ESTATE OF JAMES A SIMS	472.14
0023059.1	014-090-005	RODRIC SIMSON	645.96
0023079.0	014-660-011	GEORGE KROPF	646.52
		TOTAL CHARGES	2,165.94

## EXHIBIT A

## REPORT OF DELINQUENT FEES - FISCAL YEAR 2018-2019

CSA #25 - KESWICK

(FINAL)

July 17, 2018

ASSESSMENT CODE 51008

ACCOUNT NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY OWNER	PARCEL CHARGE
0025212.2	065-110-007	KENNETH COOK	444.58
0025217.0	065-110-014	KENNETH COOK	444.84
0025047.2	065-130-074	PAUL HOLLAND	200.84
0025216.1	065-150-050	RICHARD SHARP	240.98
0025069.2	065-150-088	COOK FAMILY TRUST	172.74
0025083.00	065-180-008	LOUISE PESETTI	579.92
0025043.4	065-220-087	KATHLEEN FLOURNOY	229.02
0025100.3	065-260-014	SHERRY GIFFORD	316.88
0025095.0	065-260-030	JEANNE LAFONT	567.72
0025143.0	065-260-032	JEANNE LAFONT	384.98
0025158.0	065-700-015	DARWIN LUDWIG	111.14
		TOTAL CHARGES	3,693.64

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Scheduled Hearings - Resource Management-10.

**SUBJECT:**

Resolution approving General Plan Amendment GPA18-001.

**DEPARTMENT:** Planning Division

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Richard W. Simon, Director of Resource Management (530) 225-5789

**STAFF REPORT APPROVED BY:** Richard W. Simon, Director of Resource Management

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Take the following actions regarding General Plan Amendment GPA18-001, which would amend Section 7.1 Community Organization and Development Pattern and Section 7.5 Public Facilities of the Shasta County General Plan to achieve compliance with State housing law and the Shasta County Housing Element: (1) Conduct a public hearing; (2) close the public hearing; and (3) adopt a resolution which: (a) finds GPA18-001 is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution will not result in a foreseeable direct or indirect physical change in the environment), in addition, finds GPA18-001 is exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution may have a significant effect on the environment), and finds that each exemption stands as a separate and independent basis for determining that this General Plan Amendment is not subject to CEQA; and (b) approves the proposed amendments to the Shasta County General Plan pursuant to General Plan Amendment GPA18-001.

**SUMMARY**

The proposed amendments to the Shasta County General Plan consist of narrative updates and amendments to objectives and policies and are necessary to achieve compliance with State housing law and the Shasta County Housing Element. The amendments do not change any land use designation on any real property within the County.

**DISCUSSION**

State housing law (Government Code section 65580 et seq.), requires, among other actions, that Shasta County: (a) facilitate the improvement and development of housing adequate to meet the needs of all economic segments of the community, (b)

designate and maintain a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels, (c) prepare and implement a local Housing Element as part of its General Plan, (d) determine what is needed to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Needs Allocation (RHNA) assigned to the County by the state.

In accordance with Government Code 65583.2(c)(3)(B)(iii) and the United States Census, Shasta County is a Metropolitan Statistical Area (MSA) with a population under 2 million and is thereby designated a "suburban jurisdiction" by the state with an assigned "default density" of twenty residential dwelling units per acre (du/ac). The default density is the residential density presumed to feasibly accommodate lower income families.

Program 8 of the County's 2009-2014 Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County to fully accommodate the County's RHNA obligation for lower income households (approximately 800 units from the 2009-2014 planning cycle and approximately 306 for the 2014-2019 planning cycle).

The current General Plan and Zoning Plan accommodate a maximum residential density of 16 du/ac. Therefore, to fulfill its obligations it is necessary for the County to amend the General Plan and Zoning Plan to allow residential development in appropriate areas of the County where water, sewer and other urban services are available, at a density of at least 20 du/ac.

Other revisions to the state's housing related laws including, among others, density bonus, accessory dwelling units and reasonable accommodation require additional updates and revisions to the County's General Plan and Zoning Plan to achieve and maintain compliance with state law and are included in this proposed General Plan Amendment.

The proposed General Plan amendments consist of narrative updates and amendments to objectives and policies that apply County-wide. The amendments do not change the land use designation on any real property within the County.

The Planning Commission held two duly noticed public workshops on February 8, 2018, and May 10, 2018, to consider General Plan Amendment GPA18-001, and received a presentation from planning staff and testimony from agencies, housing advocates and the public; and held two duly noticed public hearings to consider GPA18-001 at a Regular Meeting held on June 14, 2018, and at a Special Meeting held on June 21, 2018, at which the Commission received a report from staff and considered all written comments and all testimony from agencies, housing advocates and the public. Following the public workshops and public hearings, the Planning Commission adopted Resolution 2018-015, by unanimous vote, recommending that the Board of Supervisors approve General Plan Amendment GPA18-001.

## **ALTERNATIVES**

The Board may direct staff to modify the proposed General Plan amendment.

## **OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the General Plan amendment and approved the resolution as to form. The County Administrative Office has reviewed this recommendation.

## **FINANCING**

This General Plan amendment is part of the General Plan update funding allocation previously approved by the Board. No additional General Fund Impact.

### **ATTACHMENTS:**

Description	Upload Date	Description
Draft BOS Resolution	7/6/2018	Draft BOS Resolution
Exhibit A	7/6/2018	Exhibit A

Exhibit A (Track Changes)	7/6/2018	Exhibit A (Track Changes)
Planning Commission Resolution No 2018-015	7/9/2018	Planning Commission Resolution No 2018-015
Planning Commission Draft Minutes 06-21-18	7/9/2018	Planning Commission Draft Minutes 06-21-18
Planning Commission Memo	7/9/2018	Planning Commission Memo
Planning Commission Draft Minutes 06-14-18	7/9/2018	Planning Commission Draft Minutes 06-14-18

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA  
APPROVING GENERAL PLAN AMENDMENT GPA18-001 TO BRING THE SHASTA  
COUNTY GENERAL PLAN INTO COMPLIANCE WITH STATE HOUSING LAW  
AND THE SHASTA COUNTY HOUSING ELEMENT  
(COUNTY OF SHASTA)**

WHEREAS, as part of the state's housing law the legislature found, among other findings, that (1) the availability of housing is of vital statewide importance, (2) local governments, such as Shasta County, have the responsibility to facilitate the improvement and development of housing adequate to meet the needs of all economic segments of the community, (3) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels is essential to achieving the state's housing goals (Government Code section 65580); and

WHEREAS, the intent of the state's housing law, among others, is to (1) assure that the County recognizes its responsibility to contribute to attaining the state's housing goal, (2) assure that the County prepares and implements a local Housing Element as part of its General Plan, (3) recognize that the County is best capable of determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state's Department of Housing and Community Development (HCD) (Government Code section 65581); and

WHEREAS, the Shasta County General Plan "Community Development Group" currently allows residential development at a density up to sixteen units per acre in certain districts by right; and

WHEREAS, in accordance with Government Code section 65583.2(c)(3)(B)(iii) and the United States Census, Shasta County is considered a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the state. Default density being the density at which a site is deemed appropriate for development to accommodate lower income households; and

WHEREAS, Program 8 of the most recently adopted 2009-2014 Shasta County Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County to fully accommodate the County's RHNA obligation for lower income households; and

WHEREAS, in order to fulfill its commitment to rezone land to the default density, as described in adopted Program 8 of the 2009-2014 Housing Element, the County must amend the General Plan to allow residential development in appropriate areas of the County at a density of at least twenty units per acre; and

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WHEREAS, the County initiated General Plan Amendment GPA18-001 that would amend the Shasta County General Plan Chapter 7.1 "Community Organization and Development Pattern," and Chapter 7.5 "Public Facilities" to: increase allowable density where services are available from 16 to 25 units per acre on parcels identified in the Housing Element or otherwise identified by the County as suitable for lower income housing, establish minimum densities in the Urban Residential and Suburban Residential land use designations, allow a mix of residential development options such as duplexes and townhouses in certain land use designations, strengthen goals and policies to provide housing for all income groups, increase residential credits in areas exceeding thirty percent slope to be developed in more suitable areas, allow higher density residential development in some mixed use areas where services are available, allow a density bonus when specified conditions are met in accordance with state density bonus law, and encourage water and sewer service providers to plan for and prioritize future capacity to serve lower income and special needs households; and

WHEREAS, said amendment was referred to all cities within and all counties abutting Shasta County, and to all schools, school districts and special districts that may be affected by the proposed amendment, and to the local agency formation commission, and to all California Native American Indian tribes on the contact list maintained by the Native American Heritage Commission with traditional lands located in the area of the proposed amendment, and to various public and private agencies, County departments, interested individuals and the general public for review and comment; and

WHEREAS, the Planning Commission held two duly noticed public workshops on February 8, 2018, and May 10, 2018, to consider the proposed General Plan amendment at which the Commission received a presentation from staff, invited written and oral comments and accepted all testimony from agencies, housing advocates and the public; and

WHEREAS, the Planning Commission held two duly noticed public hearings to consider GPA18-001 at a Regular Meeting held on June 14, 2018, and at a Special Meeting held on June 21, 2018, at which time the Commission received a presentation from staff and considered all written comments and all testimony from agencies, housing advocates and the public; and

WHEREAS, the Shasta County Board of Supervisors has received and reviewed the proposed General Plan Amendment along with the written recommendation of the Planning Commission, the record of the Planning Commission's proceedings and a report prepared by the Planning Division; and

WHEREAS, the Shasta County Board of Supervisors held a duly noticed public hearing on July 17, 2018, to consider GPA 18-001, at which time the Board of Supervisors considered all written and oral testimony before it, along with the recommendation of the Planning Commission; and

WHEREAS, GPA18-001 consists of narrative updates and amendments to objectives and policies to achieve compliance with state housing law and the Shasta County Housing Element, which narrative updates and policy amendments do not result in foreseeable direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore,

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GPA18-001 is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution amending the Shasta County General Plan as proposed will not result in a foreseeable direct or indirect physical change in the environment). In addition, GPA18-001 is exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution amending the Shasta County General Plan as proposed may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment is not subject to CEQA.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Shasta:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Board of Supervisors makes the following findings with regard to General Plan Amendment GPA18-001:

A. State housing law, as codified in Government Code section 65580 et seq., requires that Shasta County assist in attaining the state's housing goal by, among other actions: (a) facilitating the improvement and development of housing adequate to meet the needs of all economic segments of the community, (b) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels, (c) preparing and implementing a local Housing Element as part of its General Plan, (d) determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state.

B. In accordance with Government Code 65583.2(c)(3)(B)(iii) and the United States Census, Shasta County is designated a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the state.

C. Program 8 of the 2009-2014 adopted Shasta County Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County, where water, sewer and other urban services are available, to fully accommodate the County's RHNA obligation for lower income households.

D. In order to fulfill its obligations to rezone land to the default density as described in adopted Program 8 of the 2009-2014 Housing Element, it is necessary for the County to amend the General Plan to allow residential development in appropriate areas of the County at a density of at least twenty units per acre.

E. GPA18-001 consists of narrative updates and amendments to objectives and policies to achieve compliance with state housing law and the Shasta County Housing Element, which narrative updates and policy amendments do not in themselves result in foreseeable direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, GPA18-001 is not subject to the California Environmental Quality Act (CEQA)



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pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution amending the Shasta County General Plan as proposed will not result in a direct or indirect physical change in the environment). In addition, GPA18-001 is exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution amending the Shasta County General Plan as proposed may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment is not subject to CEQA.

H. The proposed amendments to the General Plan are consistent with the objectives and policies in the Community Development Group, Chapter 7.0 et seq., and with all other elements of the Shasta County General Plan.

3. Based on the findings outlined above, the Shasta County Board of Supervisors approves General Plan Amendment GPA18-001 attached hereto as Exhibit A.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

---

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

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

EXHIBIT A

General Plan Amendment GPA18-001

SECTION 1.

Chapter 7.1 "Community Organization and Development Pattern" of Division 7 "Community Development Group" is amended as follows:

Section 7.1.2 "Findings" of Section 7.1 "Community Organization and Development Pattern" is amended as follows:

**Amend 1st paragraph of "Future Demand for Developable Land" to read as follows:**

**Future Demand for Developable Land**

Population projections prepared for Shasta County as part of the original General Plan revision program in 1983 estimated a 2000 population of between 159,000 and 200,000 persons (actual Census 2000 population was 165,200), compared with a 1980 population of 115,715. The County's population as of July 1, 2017, was estimated by the Department of Finance at 178,605. Population projections were also used in 1983 as the basis for projecting employment growth in the County. These employment projections are contained in Appendix A of the 1983 General Plan revision program. As previously discussed and shown in Table PRE-4 in Chapter 2, updating of the County's population forecast to year 2025 as prepared by the Department of Finance shows an estimated population of 246,500.

**Amend 10th paragraph of "Development Pattern, Service Provision, and Interjurisdictional Coordination" to read as follows:**

Where special districts can efficiently and feasibly provide community sewer and water service, increased densities may be considered or required for growth accommodation in those areas conducive to energy conservation, increased transit use, and a reduction of reliance on single-occupant vehicles. Such characteristics would include: (1) locating residential or mixed use development within reasonable walking distance of a transit route at densities sufficient to generate a level of ridership which in turn will support transit service. Residential development within the transit service area should be at an average density of at least eight dwelling units per gross-acre, but in some circumstances, where the County is required by the State to meet Regional Housing Needs Allocation, density can exceed 20 units per gross acre, and (2) connecting land uses, such as retail districts, major employment centers, educational centers, and medical facilities, that generate high traffic volumes. These options are discussed further in the Circulation and Air Quality Elements.

**Amend 1st paragraph of "Conversion of Residential Land Use Designations into Zoning Districts" to read as follows:**

**Conversion of Residential Land Use Designations into Zoning Districts**

The General Plan uses four residential land use designations - Urban (UR), Suburban (SR), Rural Residential A (RA), and Rural Residential B (RB). These designations relate to dwelling unit density as units per gross acre<sup>1</sup> and are more completely described in Table CO-7. The maximum densities for these designations are:

\$ Urban 16/25 dwellings/acre<sup>2</sup>

\$ Rural Residential A - 1 dwelling/2 acres

\$ Suburban - 6 dwellings/acre

\$ Rural Residential B - 1 dwelling/5 acres

In the Urban Residential designation the minimum density shall be eighty (80) percent of the maximum density. In the Suburban Residential designation, the minimum density shall be four (4) units per acre.

<sup>1</sup>"Gross acre" means development of land, including infrastructure such as public roads, public open space and in some instances non-residential development such as schools and shops.

<sup>2</sup> Maximum density shall remain at 16 dwellings per acre except for parcels identified in the County Housing Element, or as otherwise identified by the County, for low-income housing which shall be 25 dwelling units per acre.

**Amend "Conversion of Commercial and Industrial Land Use Designations into Zoning Districts" to read as follows:**

**Conversion of Urban, Suburban, Commercial and Industrial Land Use Designations into Zone Districts**

The General Plan provides for urban, suburban, commercial and industrial land use designations which are normally applied only in urban and town centers. These designations are designed to establish broad commercial and industrial land use categories, and accommodate higher density residential development, where services are available, in accordance with state-mandated regional housing needs allocation requirements, which will be converted into more specific zone districts. In addition, there is a Mixed Use (MU) designation that is applied to the commercial or light industrial areas in or near rural community centers that in some areas can also accommodate urban and suburban level, higher density residential development.

The Urban (UR) and Suburban (SR) land use designations provide a wide range of commercial, industrial and residential uses. Commercial and industrial uses are treated later in this section. As applied to the land use maps, the residential component of the Urban and Suburban land use designations require further refinement through zoning to determine the appropriate type of residential use and residential densities, based on available services. The one-family (R1), two-family (R2) and multiple family (R3) residential zones are most appropriate for these designations. In undeveloped or under developed areas adjoining city boundaries and within the city's sphere of influence, the interim residential (I-R) district may also be applied. In the Urban and Suburban designations, the density of residential development is indicated as a number of units per gross acre following the general plan designation or the corresponding zoning district, and is the maximum density for that site. The minimum density in the Urban designation shall be eighty (80) percent of the maximum density. The total number of units for a given site may be rounded to the nearest whole number. For example, a designation of UR(12) or a zone district of R3(12) indicates a maximum residential density of 12 units per acre and a minimum residential density of 10 units per acre. In the Suburban designation, the maximum residential density shall be six units per acre or as otherwise indicated by the General Plan or the zoning, and the minimum residential density shall be 4 units per acre. Within Town Centers, where community water and sewer are available, the general plan and zoning should promote densities of 6 or more units per acre to maximize the efficient use of limited land within public services districts.

The Commercial (C) land use designation provides for a range of commercial activities. When applied to the Plan's land use maps, this designation identifies the locations most suitable for commercial activities, but does not contain the level of detail needed to identify the range of commercial uses most appropriate for a specific location. Such specificity is provided by zoning and/or specific plans which will include a series of zone districts. Guidelines for seven commercial zone districts are outlined in Table CO-8. Some of these commercial districts may also be applied outside of the Plan's commercially designated areas as described in the table.

The Industrial (I) designation will operate similarly to the Commercial designation, although there may be only two or three industrial zone districts, as outlined in Table CO-9.

**Amend "Planned Developments" to read as follows:**

**Planned Developments**

Planned and/or mixed use developments can provide a more unified and potentially more desirable and attractive development in an area. Such developments involve a combination of comprehensive site planning and architectural design that can often provide a mix of uses that could otherwise create land use conflicts between neighboring uses. A unified site design for a residential planned development may offer a variety of housing types, including clustered one-family housing both attached and detached, two-family duplexes, townhouses and multiple-family housing with common open spaces. While planned developments are commonly used for urban and suburban residential projects, they may also be applied to other types of land uses such as commercial, industrial, and office parks. Planned development proposals which contain a mix of any or all of these uses should be encouraged. A planned and/or mixed use development shall be at a scale where high design standards along with other quality of life amenities can be provided.

The types of quality developments described above should offer a better lifestyle, shopping, and working environment to Shasta County residents. Because of this, the County should provide incentives for those wishing to provide projects that meet this criteria.

Section 7.1.3 "Objectives" of Section 7.1 "Community Organization and Development Pattern" is amended as follows:

**Amend section 7.1.3 "Objectives" of Section 7.1 "Community Organization and Development Pattern" to read as follows:**

**7.1.3 Objectives**

CO-1 To promote a development pattern consistent with the other objectives of the Plan, that will accommodate, the growth which will be experienced by Shasta County during the planning period (2005-2025), and/or such periods as may be extended by future revisions of the Plan.

CO-2 To guide development in a pattern that will provide opportunities for present and future County residents and families of all income levels to enjoy the variety of living environments which currently exist within the County, including:

- Incorporated communities served by the full range of urban services.
- Unincorporated communities served by most but not all urban services.
- Unincorporated rural communities provided with very limited or no urban services.
- Rural home sites located outside of community centers on relatively large lots or in clustered development accompanied by open space areas within the project provided that the clustering does not create an adverse impact on neighboring properties.

CO-3 To guide development in a pattern that will respect the natural resource values of County lands and their contributions to the County's economic base.

CO-4 To guide development in a pattern that will minimize land use conflicts between adjacent land users.

CO-5 To guide development in a pattern that will establish an acceptable balance between public facility and service costs and public revenues derived from new development.

CO-6 To fashion a development pattern whose implementation mechanisms such as zoning, subdivision, and other regulations, explicitly define a relationship between public and private expectations and responsibilities concerning land use that is based on the following principles:

- Public programs shall recognize both the expectations of individual property owners to be able to use their lands as they desire, and the responsibility of government to provide a regulatory climate that enables fulfillment of its obligations while not impeding reasonable private expectations.
- Property owners shall recognize public programs emphasizing that land be used in a responsible manner that considers adjacent land uses, property owners, and the County's fiscal ability to provide services.
- A workable relationship between public and private land use expectations must be achieved in order for each to be well served.
- Periodic review of the relationship between public and private land use expectations is necessary to reflect changing community values.

CO-7 To recognize that the major economic resources for achieving the development pattern will come from the private sector, rather than government, and that the General Plan, as the expression of community values, will guide the use of these resources.

CO-8 To contribute to the provision of an adequate, diverse supply of safe, healthy, and affordable housing in unincorporated areas of Shasta County for residents of all income levels and special needs.

CO-9 To satisfy the requirements of the Regional Housing Needs Allocation Plan for Shasta County.

CO-10 To maximize the efficient use of land adjoining incorporated Urban Centers and within unincorporated Town Centers and Rural Community Centers by promoting higher density development within these areas of the County.

**Amend section 7.1.4 "Policies" of Section 7.1 "Community Organization and Development Pattern" to read as follows:**

#### **7.1.4 Policies**

CO-a The County shall, in coordination with the Cities of Anderson, Redding, and Shasta Lake ensure the availability within the County of an inventory of developable lands sufficient to accommodate growth projected for the planning period for all income levels.

CO-b The County shall monitor, on a yearly basis, the rate at which the developable land inventory is being consumed, the population and employment growth of the County, and other useful indicators of the County growth.

CO-c In 2010 and at least every five years thereafter (or as required by state law for housing element updates), the County shall examine the results of the monitoring process for the previous period. By amendment of this Plan, appropriate adjustments shall be made in the inventory of developable land so that it will accommodate the growth projected for the subsequent 20-year period. The intent of this policy is that the developable land inventory shall never have less than a 15-year supply. Five-year (or as otherwise required) adjustments in the developable land inventory may include either additions to, or subtractions from, this inventory, but the latter will occur only when new information reveals this land is ill-suited for development and it is replaced in the inventory by other developable lands.

CO-d The normal procedure for adding lands to the inventory shall be by amendment of the Plan at five-year intervals (or as otherwise required for housing element updates). This policy shall not preclude any resident or property owner in Shasta County from requesting a General Plan amendment upon submission of the required application and payment of the prescribed fee, or any amendment initiated by the Planning Commission or Board of Supervisors.

CO-e The General Plan shall recognize four general types of living environments and shall distribute the developable land inventory among them so that future residents of the County have available the full range of lifestyle opportunities. These living environments are described in Table CO-6.

CO-f The General Plan shall contain residential, commercial, and industrial land use categories, each of which is described in the following tables and shall be implemented through more specific zone districts:

## § Table CO-7 – Residential

## § Table CO-8 - Commercial

## § Table CO-9 - Industrial

CO-g The density limitations described in Table CO-7 do not preclude development on pre-existing legal lots. Such lots would be permitted to develop at a density of at least one dwelling unit per lot, and up to the density assigned to the lot by the general plan or zoning, provided that the applicable County Development Standards are satisfied.

CO-h A land capability analysis demonstrating that criteria in the County Development Standards and the state-mandated Regional Housing Needs Allocation will be met shall be used to establish actual residential densities and parcel sizes for all development projects including lands proposed for General Plan or zone amendments which increases the residential density. The development standards should be periodically reviewed and revised to further refine the application of the land capability analysis concept.

CO-i The Rural Residential A (RA) designation shall be primarily applied to Rural Community Centers around Urban Center and Town Center fringes in order to accommodate residential development. The RA designation around Rural Community Centers shall be expanded at a rate consistent with policies CO-b, CO-c, and CO-d.

CO-j Areas designated Urban (UR) or Suburban (SR) in excess of 30 percent slope should not be developed, but the residential density of up to  $\frac{1}{2}$  the dwelling units (d.u.) per acre assigned to the lot for areas designated UR and SR may be credited to the developable portions of the property provided that other site capability criteria and applicable development standards can be met. In areas designated Rural Residential A (RA) or Rural Residential B (RB), lands in excess of 30 percent slope may be either developed at 1 d.u. per 10 acres for RA designated areas and 1 d.u. per 40 acres for RB designated areas or an equivalent density credit may be additionally applied to the land that is less than 30 percent slope provided that other site capability criteria and applicable development standards can be met.

CO-k The minimum parcel size for lands located within the SR or UR land use designation shall be limited to five acres until one of the following conditions is met:

- The land will be included within a publicly-financed assessment district specifically designed to provide community water and sewage disposal services. Sewage services shall include collection, treatment, and disposal facilities and water service shall include treatment and distribution systems.

- The land, as a condition of development approval, will be provided with community water and sewage service from an existing municipal system, assessment district, or special district. The use of individual wastewater disposal systems or common wastewater disposal fields do not qualify for meeting the requirements of this policy.

<b>TABLE CO-6</b>			
<b>LIVING ENVIRONMENTS</b>			
<b>TYPE OF LIVING ENVIRONMENT</b>	<b>INCORPORATION STATUS</b>	<b>COMMUNITIES</b>	<b>SERVICES</b>
Urban Center	Yes	Anderson Redding Shasta Lake	All Urban Services
Town Center	No	Cottonwood	Most Urban

		Palo Cedro Burney/Johnson Park Fall River Mills/McArthur	Services
Rural Community Center	No	Sacramento Canyon \$ Lakeshore \$ Lakehead \$ Castella/Sweetbriar \$ South Dunsmuir  Big Bend \$ Round Mountain \$ Montgomery Creek \$ Big Bend  Northeast Shasta \$ Cassel \$ Hat Creek Lassen \$ Old Station (North and South)  Eastern Forest \$ Shingletown \$ Viola  Eastern Upland \$ Millville \$ Oak Run \$ Whitmore  South Central Region \$ Mountain Gate	May have community water, but typically on-site; in limited instances may have community wastewater treatment, but normally on-site.

		\$ Jones Valley \$ Bella Vista \$ Happy Valley \$ Centerville \$ Shasta/Keswick  Western Upland \$ Igo \$ Ono \$ Platina French Gulch \$ French Gulch	
Rural Homesite	No	Not Applicable	No Urban Services
Source: Sedway/Cooke			

<b>TABLE CO-7</b> <b>RESIDENTIAL LAND USE CATEGORIES AND DENSITY<sup>1</sup></b>		
<b>Land Use Category</b>	<b>Purpose</b>	<b>Maximum Residential Density</b>
Urban	Provides living environments receiving full-range of urban services within an Urban or Town Center.	16/25 dwellings/acre <sup>2,3</sup>
Suburban	Provides living environments receiving most urban services, but characterized by lower population densities than urban residential category, and located within an Urban or Town Center.	6 dwelling units/acre <sup>2,3</sup>
Rural Residential A	Provides living environments receiving no, or only some urban services, usually within or near a Rural Community Center.	1 dwelling/2 acres <sup>2,4,5,6</sup>



**TABLE CO-7**  
**RESIDENTIAL LAND USE CATEGORIES AND DENSITY<sup>1</sup>**

<b>Land Use Category</b>	<b>Purpose</b>	<b>Maximum Residential Density</b>
Rural Residential B	<p>Provides living environments receiving no urban services and located in areas of the County characterized by one or more of the following conditions:</p> <ul style="list-style-type: none"> <li>- severe limitations on septic tank use</li> <li>- uncertain long-term availability of water</li> <li>- proximity to lands categorized as timber, grazing, or croplands</li> <li>- remoteness from Urban, Town, and Rural Community Centers</li> <li>- extreme wildland fire hazard, and</li> <li>- inaccessibility via County maintained roads.</li> </ul>	1 dwelling/5 acres <sup>2,4,5,6</sup>
Existing Residential	May be applied to residential areas that legally existed before January 10, 1984, that do not fit the land use designation or density applied to surrounding properties as established by the General Plan. Legal preexisting uses that lie within the designation shall be allowed to continue for an indefinite period of time, but may not expand beyond the use that existed on January 10, 1984. Said uses may be replaced with same or less intense use. Modification of existing uses shall be in conformance with the Existing Residential (ER) zone district.	

**Notes:**

<sup>1</sup> Densities based on approximately 2.7 persons per household.

<sup>2</sup> Variable lot size/density averaging permitted. In Urban and Suburban designations, the maximum density shall be shown as a number following the designation in the general plan or the zoning, or as otherwise indicated in the General Plan. Minimum density in the Urban designation shall be eighty (80) percent of the maximum density number and minimum density in the Suburban designation shall be four (4) units per gross acre. The total number of units for any particular site may be rounded to the nearest whole number.

<sup>3</sup> Maximum residential density shall be 16 units per acre in Urban land use designations except for parcels identified in the Housing Element or as otherwise identified by the County for lower-income housing. Maximum density may be exceeded based on Objective CO-I, Policies CO-o, or H-d, and the County's density bonus provisions.

<sup>4</sup> Density and parcel size to be determined by land capability analysis and meeting adopted development standards.

<b>TABLE CO-7</b> <b>RESIDENTIAL LAND USE CATEGORIES AND DENSITY<sup>1</sup></b>		
<b>Land Use Category</b>	<b>Purpose</b>	<b>Maximum Residential Density</b>
<p><sup>5</sup> "Urban services" as used in the description of living environments include community water systems, community sewer systems, proximity to schools, fire stations, sheriff's services, public transit and commercial or industrial areas.</p> <p><sup>6</sup> Residential clustering required in portions of the Day Bench area.</p>		

<b>TABLE CO-8</b> <b>COMMERCIAL LAND USE CATEGORIES</b> <b>(To be Determined by Zoning)</b>		
<b>Commercial Category</b>	<b>Description</b>	<b>Locational Requirements</b>
Local Convenience Center	Provides a limited selection of convenience goods within walking distance or brief driving distance of residents. Primary tenant is usually a small food market which might be supplemented by a gas station, laundromat, or other small establishments providing services to residents in the immediate area.	Should be along residential collector streets. Should have a support market area population of 1,000 to 3,500 persons and be located on one to five acres. May be located in areas designated by the General Plan Land Use Map as C, UR, SR, or RA.
Retail Commercial	Provides a wide range of facilities for the sale of goods and provision of personal services. It generally is applied to either the commercial portions of town centers or to other shopping centers. When applied to shopping centers, the uses are generally conducted within a building and may range in size from neighborhood centers which may have a supermarket as the principal tenant, to a community center which may also include a drug, variety or department store as a principal tenant. When applied to commercial areas of town centers or other existing retail places with similar types of activities, the uses may be broadened to include retail uses conducted outdoors, such as auto and boat sales.	Should be along an arterial or collector street. Shopping centers should be located on sites starting in size from five acres and upward depending on the type of center and the anchor-tenant. Designated on the General Plan Land Use Map as Commercial (C).

<b>TABLE CO-8</b> <b>COMMERCIAL LAND USE CATEGORIES</b> <b>(To be Determined by Zoning)</b>		
<b>Commercial Category</b>	<b>Description</b>	<b>Locational Requirements</b>
Commercial/ Light Industrial	Provides for a wide range of goods and services needed by residents and business firms which are inappropriate in other commercial centers due to size or operating characteristics or are not economically feasible in such centers. Uses include sale of construction and building materials, construction equipment, restaurant supplies, autos and trucks. Some light industrial uses may also be permitted including ministorage, vehicular repair, construction yards, truck terminals, and when found compatible with surrounding uses, fabrication of wood, metal or other materials. This designation is not intended for typical retail sales found in shopping centers, such as food markets, drug stores, etc.	Should be along arterials or collectors or in conjunction with a business or industrial park. Designated on the General Plan Land Use Map as Commercial (C) or Industrial (I).
Office  Commercial or Business Park	Provides office space for firms featuring administrative, professional, or financial services. May also include other firms providing computer, reproduction, laboratory testing, and similar services whose operation and scale are compatible with the primary office uses. Small scale retail uses, primarily for use by employees of the area, may also be included.	Should be along an arterial or collector. Designated on the General Plan Land Use Map as Commercial (C).
Highway  Commercial	Provides for the needs of recreation and business visitors. Accommodations of lodging, restaurants, gas stations, and automotive and truck service, food supplies, and recreation supplies and equipment, and may also include recreation facilities and small retail shops which primarily serve visitors' needs.	Along access roads to I-5, fronting on State highways or along arterials providing access to major recreation designations. May be permitted in any land use designation. In cases where a highway commercial use is proposed in a resource area, it may be permitted if the surrounding resource uses will not be adversely impacted.
Commercial  Recreational	Provides opportunities for the development of privately owned lands characterized by the natural environment for the purpose of providing commercial recreation activities that utilize and provide for the enjoyment of the natural environment. Examples of commercial recreation activities include campgrounds, fishing and hunting clubs, dude ranches, boating facilities, and recreational vehicle parks. Other uses such as a restaurant or small food market may be permitted when accessory to, supportive of, and compatible with the recreation activity.	Designated on General Plan Land Use maps as R, or in an area in which the project fits harmoniously with the natural features, regardless of the land use designation.

<b>TABLE CO-8</b> <b>COMMERCIAL LAND USE CATEGORIES</b> <b>(To be Determined by Zoning)</b>		
<b>Commercial Category</b>	<b>Description</b>	<b>Locational Requirements</b>
Mixed Use	<p>This category recognizes that in Town Centers and Rural Community Centers, the strict segregation of different land use types is neither necessary nor practical. At this scale, conflicts which may result from the intermixing of land uses may be addressed by County zoning and development standards relating to screening, setbacks and architectural design.</p> <p>This designation, which may permit a mix of residential, commercial and light industrial uses, is assigned to Town Centers and Rural Community Centers, or may be assigned to locations outside of rural community centers if commercial or light industrial uses existed within the area to be designated MU before January 10, 1984.</p> <p>Residential uses may be permitted at a density commensurate with the most applicable general plan land use designation for the site based on services available. For instance, in a Rural Community Center with a community water system, and an onsite wastewater treatment system one dwelling per acre would be appropriate; if outside a Rural Community Center with individual well and onsite wastewater treatment system, where the Rural Residential A (RA) designation would be applied, a density of one dwelling per two acres would be appropriate; if within a Town Center with public water, sewer and other urban services, where the Urban designation would apply, residential density up to 16 units per acre may be considered, or up to 25 units per acre for parcels identified by the County for lower-income housing. Commercial uses that may be permitted include local and tourist oriented retail uses, and professional offices. These would provide a wide range of goods and services to residents, businesses, and travelers including small scale establishments providing convenience goods such as food and drugs, materials and repair services needed by agricultural and forestry related business, and travel accommodations for travelers. This designation may also provide for small to moderate sized light industrial uses that will not cause odors, noise, visual, or other adverse impacts. Uses may be combined on a single property. The single property need not meet the size requirements for each use if it is large enough to accommodate each use and meet all other applicable development standards. Exceptions may be allowed as set forth in the Zoning Plan.</p>	Designated on the General Plan Land Use Map as Mixed Use (MU).



<b>TABLE CO-9</b> <b>INDUSTRIAL LAND USE CATEGORIES AND POLICIES</b> <b>(To be Determined by Zoning)</b>		
<b>Industrial Category</b>	<b>Description of Uses</b>	<b>Location Requirements</b>
General Industrial	Provides for the intermixing of industrial uses with varying degrees of impacts, scales of operation, and service requirements (including rail access). Permits the inclusion of non-industrial uses providing materials and services primarily used by industrial uses. Other non-industrial uses may be permitted on an interim basis with conditions providing for reversion to industrial uses.	Should be located along a freeway, highway or arterial. Designated on the General Plan Land Use Map as Industrial (I).
Light Industrial	Provides for the planned development of industrial parks or districts occupied by uses characterized by low or moderate impacts, varying scales of operations, and similar service requirements.	Located within an urban or town center or near a freeway, highway, or arterial. Designated on the General Plan Land Use Map as Industrial (I).

CO-l For qualifying residential developments, a density bonus may be provided in accordance with California Government Code, Section 65915, as may be amended from time to time, and the County Zoning Plan.

CO-m Proposed land divisions that lie in two or more General Plan land use designations that allow residential development may be permitted to create smaller parcels (including clustering), than indicated by the density of any of the land use designations provided that:

§ The total number of residential units does not exceed the combined total allowed by each designation, and

§ If the area is designated as a resource area, the resource is protected or enhanced.

CO-n Where existing parcels of land are located in areas that permit residential development and contain two or more detached legally constructed or installed residences or mobile or manufactured homes, residential land divisions may be allowed to exceed the General Plan land use density provided that:

§ All such residences or mobile or manufactured homes were constructed or installed before January 10, 1984, and must meet the current minimum housing code requirements as set forth in the Health and Safety Code; and

§ Each newly-created parcel is occupied by at least one of these residences, and

§ Each newly created parcel meets applicable County development standards in effect when the land division application is deemed complete.

CO-o For any development project requiring discretionary approval that is determined to have the potential to reduce overall services or create a negative cost-revenue imbalance, the County may require a fiscal impact analysis to be prepared or financed by the project proponent prior to or concurrently with the project's environmental assessment to determine its cumulative and long-term fiscal impacts on County-provided public services.

The County, at its discretion, may also develop and/or utilize a fiscal impact system to determine the impact of a project requiring discretionary approval on related public service costs. Projects determined to have a negative cost-revenue impact on the provision of public services may be required to provide acceptable offsets for those negative fiscal impacts before the project can be approved.

CO-p Areas designated Urban Residential (UR) or Suburban Residential (SR) shall be located within the adopted sphere of influence of a city or the special district(s) that serve town centers. The County shall adopt urban development standards for UR and SR areas.

CO-q All discretionary development applications within the adopted sphere of influence of a city or special district shall be referred to the city or special district for review and comments as to the effect the proposal may have on future orderly urbanization and/or the provision of public services.

CO-r The County should develop specific plans or area plans for the Burney, Cottonwood, and Palo Cedro areas. The County should also develop a specific plan for the Churn Creek Bottom area with emphasis on maintaining and preserving a variety of long-range agricultural options for the area.

CO-s The County should develop area land use plans for major recreation and resource areas, such as the Hat Creek Valley between State Highway 299 and Lassen Park and the Sacramento River Canyon from Shasta Lake north to the Siskiyou County line. The intent of such plans will be to recognize the significant natural resource setting from recreation, resource, and economic perspectives.

CO-t Infill development is encouraged for those areas served by community water and sewer service to maintain and improve air quality, conserve energy, maximize use of the transportation network and other existing infrastructure, and to fulfil the County's regional housing needs obligations under state housing law and local policies.

CO-u Commercial development in the Churn Creek Bottom area shall be strictly limited to the I-5 interchange/Knighton Road intersection.

CO-v The average density for lands designated RA within the Centerville Community Services District shall not exceed one residence per three acres.

CO-w The County shall determine appropriate commercial/industrial building intensity through the use of building setbacks, floor areas, heights, and parking/loading requirements as well as related site/building design standards.

CO-x The County will identify and maintain an adequate supply of developable land in each residential land use designation and zoning category for both single-family and multiple-family units (including manufactured housing and mobile homes) to accommodate projected population increases and off-set very low residential vacancy rates, with emphasis on potential development areas within or reasonably close to employment and/or service centers, where existing infrastructure capacity exists or can be feasibly provided.

CO-y The County will seek to provide suitable areas in which to develop and maintain all types of housing consistent with public health and safety standards and which conserve natural resources without significantly increasing the cost of housing.

CO- z The County will accommodate affordable housing projects in areas where public and private services are adequate or can be cost-effectively extended to serve allocated densities and the development is consistent with adopted General Plan policies and County development standards.

## SECTION 2.

Chapter 7.5 "Public Facilities" of Division 7 "Community Development Group" is amended as follows:

### **Amend section 7.5.3 "Objectives" to read as follows:**

#### 7.5.3 Objectives

- PF-1 Development of a comprehensive, long-term plan for wastewater treatment within the County, coordinated with community development objectives and designed to provide this service in a manner making the most effective use of public resources.
- PF-2 Achievement of an improved understanding of the opportunities and constraints governing the use of on-site wastewater treatment systems, both conventional and alternative, in Shasta County.
- PF-3 Develop the Shasta County solid waste program in accordance with the adopted management plans.
- PF-4 Development of a land use pattern which can be adequately served with community facilities such as schools, libraries, and community recreation.
- PF-5 Encourage wastewater treatment and public water agencies to plan for, prioritize and reserve future water capacity for affordable and special needs households in accordance with the County's Regional Housing Needs Allocation (RHNA) obligations.

### **Amend section 7.5.4 "Policies" to read as follows:**

#### 7.5.4 Policies

- PF-a Shasta County shall take appropriate actions for achieving objective PF-4. Every opportunity for interjurisdictional and interagency cooperation in other areas shall be encouraged to this end.
- PF-b Shasta County shall permit experimentation with "alternative" wastewater treatment technologies on a limited and carefully controlled basis, including advance provision establishing what public or private entity will be responsible in the event of failure, to determine which systems are feasible.
- PF-c Shasta County shall take actions required to implement plans for the management of its solid waste stream.
- PF-d Shasta County may require the dedication of parklands or the payment of in-lieu fees in accordance with County development standards in the areas of the County designated for urban/suburban development by the Community Development Element. Dedication shall



be required only if the lands and fees so obtained will be maintained and administered by a local public agency which provides community recreation services.

- PF-e The locations of existing and proposed large-scale community recreation facilities shall be designated on General Plan maps as Natural Resources Protection Parklands (N-P).
- PF-f Pursuant to California Government Code Section 65589.7, the County shall encourage wastewater treatment and public water agencies to plan for, prioritize and reserve future water capacity to serve affordable and special needs households in accordance with the County's Regional Housing Needs Allocation (RHNA) obligations as determined at the beginning of each Housing Element Update Cycle.

**PROPOSED HOUSING-RELATED GENERAL PLAN REVISIONS**

(Board of Supervisors Public Hearing July 17, 2018)

(Note: deletions of text appear as ~~strikeout~~ and new text appears as underline)

Chapter 7.1 "Community Organization and Development Pattern" of Division 7 "Community Development Group" is amended as follows:

Section 7.1.2 "Findings" of Section 7.1 "Community Organization and Development Pattern" is amended as follows:

**Amend 1st paragraph of "Future Demand for Developable Land" to read as follows:**

**Future Demand for Developable Land**

Population projections prepared for Shasta County as part of the original General Plan revision program in 1983 estimated a 2000 population of between 159,000 and 200,000 persons (actual Census 2000 population was 165,200), compared with a 1980 population of 115,715. The County's population as of July 1, 2017, was estimated by the Department of Finance at 178,605. Population projections were also used in 1983 as the basis for projecting employment growth in the County. These employment projections are contained in Appendix A of the 1983 General Plan revision program. As previously discussed and shown in Table PRE-4 in Chapter 2, updating of the County's population forecast to year 2025 as prepared by the Department of Finance shows an estimated population of 246,500.

**Amend 10th paragraph of "Development Pattern, Service Provision, and Interjurisdictional Coordination" to read as follows:**

Where special districts can efficiently and feasibly provide community sewer and water service, increased densities may be considered or required for growth accommodation in those areas conducive to energy conservation, increased transit use, and a reduction of reliance on single-occupant vehicles. Such characteristics would include: (1) locating residential or mixed use development within reasonable walking distance of a transit route at densities sufficient to generate a level of ridership which in turn will support transit service. Residential development within the transit service area should be at an average density of at least eight dwelling units per gross-acre, but in some circumstances, where the County is required by the State to meet Regional Housing Needs Allocation, density can exceed 20 units per gross acre, and (2) connecting land uses, such as retail districts, major employment centers, educational centers, and medical facilities, that generate high traffic volumes. These options are discussed further in the Circulation and Air Quality Elements.

**Amend 1st paragraph of "Conversion of Residential Land Use Designations into Zoning Districts" to read as follows:**

**Conversion of Residential Land Use Designations into Zoning Districts**

The General Plan uses four residential land use designations - Urban (UR), Suburban (SR), Rural Residential A (RA), and Rural Residential B (RB). These designations relate to dwelling unit density as units per gross acre<sup>1</sup> and are more completely described in Table CO-7. The maximum densities for these designations are:

\$ Urban 16/25 dwellings/acre<sup>2</sup>

\$ Rural Residential A - 1 dwelling/2 acres

\$ Suburban - 6 dwellings/acre

\$ Rural Residential B - 1 dwelling/5 acres

In the Urban Residential designation the minimum density shall be eighty (80) percent of the maximum density. In the Suburban Residential designation, the minimum density shall be four (4) units per acre.

<sup>1</sup>"Gross acre" means development of land, including infrastructure such as public roads, public open space and in some instances non-residential development such as schools and shops.

<sup>2</sup> Maximum density shall remain at 16 dwellings per acre except for parcels identified in the County Housing Element, or as otherwise identified by the County, for low-income housing which shall be 25 dwelling units per acre.

**Amend "Conversion of Commercial and Industrial Land Use Designations into Zoning Districts" to read as follows:**

**Conversion of Urban, Suburban, Commercial and Industrial Land Use Designations into Zone Districts**

The General Plan provides for urban, suburban, commercial and industrial land use designations which are normally applied only in urban and town centers. These designations are designed to establish broad commercial and industrial land use categories, and accommodate higher density residential development, where services are available, in accordance with state-mandated regional housing needs allocation requirements, which will be converted into more specific zone districts. In addition, there is a Mixed Use (MU) designation that is applied to the commercial or light industrial areas in or near rural community centers that in some areas can also accommodate urban and suburban level, higher density residential development.

The Urban (UR) and Suburban (SR) land use designations provide a wide range of commercial, industrial and residential uses. Commercial and industrial uses are treated later in this section. As applied to the land use maps, the residential component of the Urban and Suburban land use designations require further refinement through zoning to determine the appropriate type of residential use and residential densities, based on available services. The one-family (R1), two-family (R2) and multiple family (R3) residential zones are most appropriate for these designations. In undeveloped or under developed areas adjoining city boundaries and within the city's sphere of influence, the interim residential (I-R) district may also be applied. In the Urban and Suburban designations, the density of residential development is indicated as a number of units per gross acre following the general plan designation or the corresponding zoning district, and is the maximum density for that site. The minimum density in the Urban designation shall be eighty (80) percent of the maximum density. The total number of units for a given site may be rounded to the nearest whole number. For example, a designation of UR(12) or a zone district of R3(12) indicates a maximum residential density of 12 units per acre and a minimum residential density of 10 units per acre. In the Suburban designation, the maximum residential density shall be six units per acre or as otherwise indicated by the General Plan or the zoning, and the minimum residential density shall be 4 units per acre. Within Town Centers, where community water and sewer are available, the general plan and zoning should promote densities of 6 or more units per acre to maximize the efficient use of limited land within public services districts.

The Commercial (C) land use designation provides for a range of commercial activities. When applied to the Plan's land use maps, this designation identifies the locations most suitable for commercial activities, but does not contain the level of detail needed to identify the range of commercial uses most appropriate for a specific location. Such specificity is provided by zoning and/or specific plans which will include a series of zone districts. Guidelines for seven commercial zone districts are outlined in Table CO-8. Some of these commercial districts may also be applied outside of the Plan's commercially designated areas as described in the table.

The Industrial (I) designation will operate similarly to the Commercial designation, although there may be only two or three industrial zone districts, as outlined in Table CO-9.

**Amend "Planned Developments" to read as follows:**

**Planned Developments**

Planned and/or mixed use developments can provide a more unified and potentially more desirable and attractive development in an area. Such developments involve a combination of comprehensive site planning and architectural design that can often provide a mix of uses that could otherwise create land use conflicts between neighboring uses. A unified site design for a residential planned development may offer a variety of housing types, including clustered one-family housing both attached and detached, two-family duplexes, townhouses and multiple-family housing with common open spaces. While planned developments are commonly used for urban and suburban residential projects, they may also be applied to other types of land uses such as commercial, industrial, and office parks. Planned development proposals which contain a mix of any or all of these uses should be encouraged. A planned and/or mixed use development shall be at a scale where high design standards along with other quality of life amenities can be provided.

The types of quality developments described above should offer a better lifestyle, shopping, and working environment to Shasta County residents. Because of this, the County should provide incentives for those wishing to provide projects that meet this criteria.

Section 7.1.3 "Objectives" of Section 7.1 "Community Organization and Development Pattern" is amended as follows:

**Amend section 7.1.3 "Objectives" of Section 7.1 "Community Organization and Development Pattern" to read as follows:**

**7.1.3 Objectives**

CO-1 To promote a development pattern consistent with the other objectives of the Plan, that will accommodate, the growth which will be experienced by Shasta County during the planning period (2005-2025), and/or such periods as may be extended by future revisions of the Plan.

CO-2 To guide development in a pattern that will provide opportunities for present and future County residents and families of all income levels to enjoy the variety of living environments which currently exist within the County, including:

- Incorporated communities served by the full range of urban services.
- Unincorporated communities served by most but not all urban services.
- Unincorporated rural communities provided with very limited or no urban services.
- Rural home sites located outside of community centers on relatively large lots or in clustered development accompanied by open space areas within the project provided that the clustering does not create an adverse impact on neighboring properties.

CO-3 To guide development in a pattern that will respect the natural resource values of County lands and their contributions to the County's economic base.

CO-4 To guide development in a pattern that will minimize land use conflicts between adjacent land users.

CO-5 To guide development in a pattern that will establish an acceptable balance between public facility and service costs and public revenues derived from new development.

CO-6 To fashion a development pattern whose implementation mechanisms such as zoning, subdivision, and other regulations, explicitly define a relationship between public and private expectations and responsibilities concerning land use that is based on the following principles:

- Public programs shall recognize both the expectations of individual property owners to be able to use their lands as they desire, and the responsibility of government to provide a regulatory climate that enables fulfillment of its obligations while not impeding reasonable private expectations.
- Property owners shall recognize public programs emphasizing that land be used in a responsible manner that considers adjacent land uses, property owners, and the County's fiscal ability to provide services.

- A workable relationship between public and private land use expectations must be achieved in order for each to be well served.
- Periodic review of the relationship between public and private land use expectations is necessary to reflect changing community values.

CO-7 To recognize that the major economic resources for achieving the development pattern will come from the private sector, rather than government, and that the General Plan, as the expression of community values, will guide the use of these resources.

CO-8 To contribute to the provision of an adequate, diverse supply of safe, healthy, and affordable housing in unincorporated areas of Shasta County for residents of all income levels and special needs.

CO-9 To satisfy the requirements of the Regional Housing Needs Allocation Plan for Shasta County.

CO-10 To maximize the efficient use of land adjoining incorporated Urban Centers and within unincorporated Town Centers and Rural Community Centers by promoting higher density development within these areas of the County.

**Amend section 7.1.4 "Policies" of Section 7.1 "Community Organization and Development Pattern" to read as follows:**

#### **7.1.4 Policies**

CO-a The County shall, in coordination with the Cities of Anderson, Redding, and Shasta Lake ensure the availability within the County of an inventory of developable lands sufficient to accommodate growth projected for the planning period for all income levels.

CO-b The County shall monitor, on a yearly basis, the rate at which the developable land inventory is being consumed, the population and employment growth of the County, and other useful indicators of the County growth.

CO-c In 2010 and at least every five years thereafter (or as required by state law for housing element updates), the County shall examine the results of the monitoring process for the previous period. By amendment of this Plan, appropriate adjustments shall be made in the inventory of developable land so that it will accommodate the growth projected for the subsequent 20-year period. The intent of this policy is that the developable land inventory shall never have less than a 15-year supply. Five-year (or as otherwise required) adjustments in the developable land inventory may include either additions to, or subtractions from, this inventory, but the latter will occur only when new information reveals this land is ill-suited for development and it is replaced in the inventory by other developable lands.

CO-d The normal procedure for adding lands to the inventory shall be by amendment of the Plan at five-year intervals (or as otherwise required for housing element updates). This policy shall not preclude any resident or property owner in Shasta County from requesting a General Plan amendment upon submission of the required application and payment of the prescribed fee, or any amendment initiated by the Planning Commission or Board of Supervisors.

CO-e The General Plan shall recognize four general types of living environments and shall distribute the developable land inventory among them so that future residents of the County have available the full range of lifestyle opportunities. These living environments are described in Table CO-6.

CO-f The General Plan shall contain residential, commercial, and industrial land use categories, each of which is described in the following tables and shall be implemented through more specific zone districts:

§ Table CO-7 – Residential

§ Table CO-8 - Commercial

§ Table CO-9 - Industrial

CO-g The density limitations described in Table CO-7 do not preclude development on pre-existing legal lots. Such lots would be permitted to develop at a density of at least one dwelling unit per lot, and up to the density assigned to the lot by the general plan or zoning, provided that the applicable County Development Standards are satisfied.

CO-h A land capability analysis demonstrating that criteria in the County Development Standards and the state-mandated Regional Housing Needs Allocation will be met shall be used to establish actual residential densities and parcel sizes for all development projects including lands proposed for General Plan or zone amendments which increases the residential density. The development standards should be periodically reviewed and revised to further refine the application of the land capability analysis concept.

CO-i The Rural Residential A (RA) designation shall be primarily applied to Rural Community Centers around Urban Center and Town Center fringes in order to accommodate residential development. The RA designation around Rural Community Centers shall be expanded at a rate consistent with policies CO-b, CO-c, and CO-d.

CO-j Areas designated Urban (UR) or Suburban (SR) in excess of 30 percent slope should not be developed, but the residential density of up to  $\frac{1}{2}$  the dwelling units (d.u.) per acre assigned to the lot for areas designated UR and SR may be credited to the developable portions of the property provided that other site capability criteria and applicable development standards can be met. In areas designated Rural Residential A (RA) or Rural Residential B (RB), lands in excess of 30 percent slope may be either developed at 1 d.u. per 10 acres for RA designated areas and 1 d.u. per 40 acres for RB designated areas or an equivalent density credit may be additionally applied to the land that is less than 30 percent slope provided that other site capability criteria and applicable development standards can be met.

CO-k The minimum parcel size for lands located within the SR or UR land use designation shall be limited to five acres until one of the following conditions is met:

- The land will be included within a publicly-financed assessment district specifically designed to provide community water and sewage disposal services. Sewage services shall include collection, treatment, and disposal facilities and water service shall include treatment and distribution systems.
- The land, as a condition of development approval, will be provided with community water and sewage service from an existing municipal system, assessment district, or special district. The use of individual wastewater disposal systems or common wastewater disposal fields do not qualify for meeting the requirements of this policy.

<b>TABLE CO-6</b>			
<b>LIVING ENVIRONMENTS</b>			
<b>TYPE OF LIVING ENVIRONMENT</b>	<b>INCORPORATION STATUS</b>	<b>COMMUNITIES</b>	<b>SERVICES</b>
Urban Center	Yes	Anderson Redding Shasta Lake	All Urban Services
Town Center	No	Cottonwood Palo Cedro Burney/Johnson Park Fall River Mills/McArthur	Most Urban Services
Rural Community Center	No	Sacramento Canyon	May have community water, but

			\$ Lakeshore \$ Lakehead \$ Castella/Sweetbriar \$ South Dunsmuir  Big Bend \$ Round Mountain \$ Montgomery Creek \$ Big Bend  Northeast Shasta \$ Cassel \$ Hat Creek Lassen \$ Old Station (North and South)  Eastern Forest \$ Shingletown \$ Viola  Eastern Upland \$ Millville \$ Oak Run \$ Whitmore  South Central Region \$ Mountain Gate \$ Jones Valley \$ Bella Vista \$ Happy Valley \$ Centerville \$ Shasta/Keswick	typically on-site; in limited instances may have community wastewater treatment, but normally on-site.
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		Western Upland \$ Igo \$ Ono \$ Platina French Gulch \$ French Gulch	
Rural Homesite	No	Not Applicable	No Urban Services
Source: Sedway/Cooke			

<b>TABLE CO-7</b> <b>RESIDENTIAL LAND USE CATEGORIES AND DENSITY<sup>1</sup></b>		
<b>Land Use Category</b>	<b>Purpose</b>	<b>Maximum Residential Density</b>
Urban	Provides living environments receiving full-range of urban services within an Urban or Town Center.	16/25 dwellings/acre <sup>2,3</sup>
Suburban	Provides living environments receiving most urban services, but characterized by lower population densities than urban residential category, and located within an Urban or Town Center.	6 dwelling units/acre <sup>2,3</sup>
Rural Residential A	Provides living environments receiving no, or only some urban services, usually within or near a Rural Community Center.	1 dwelling/2 acres <sup>2,4,5,6</sup>
Rural Residential B	Provides living environments receiving no urban services and located in areas of the County characterized by one or more of the following conditions:  - severe limitations on septic tank use - uncertain long-term availability of water - proximity to lands categorized as timber, grazing, or croplands	1 dwelling/5 acres <sup>2,4,5,6</sup>



**TABLE CO-7****RESIDENTIAL LAND USE CATEGORIES AND DENSITY<sup>1</sup>**

<b>Land Use Category</b>	<b>Purpose</b>	<b>Maximum Residential Density</b>
	<ul style="list-style-type: none"> <li>- remoteness from Urban, Town, and Rural Community Centers</li> <li>- extreme wildland fire hazard, and</li> <li>- inaccessibility via County maintained roads.</li> </ul>	
Existing Residential	May be applied to residential areas that legally existed before January 10, 1984, that do not fit the land use designation or density applied to surrounding properties as established by the General Plan. Legal preexisting uses that lie within the designation shall be allowed to continue for an indefinite period of time, but may not expand beyond the use that existed on January 10, 1984. Said uses may be replaced with same or less intense use. Modification of existing uses shall be in conformance with the Existing Residential (ER) zone district.	

**Notes:**

<sup>1</sup> Densities based on approximately 2.7 persons per household.<sup>2</sup> Variable lot size/density averaging permitted. In Urban and Suburban designations, the maximum density shall be shown as a number following the designation in the general plan or the zoning, or as otherwise indicated in the General Plan. Minimum density in the Urban designation shall be eighty (80) percent of the maximum density number and minimum density in the Suburban designation shall be four (4) units per gross acre. The total number of units for any particular site may be rounded to the nearest whole number.

<sup>3</sup> Maximum residential density shall be 16 units per acre in Urban land use designations except for parcels identified in the Housing Element or as otherwise identified by the County for lower-income housing. Maximum density may be exceeded based on Objective CO-I, Policies CO-o, or H-d, and the County's density bonus provisions.

<sup>4</sup> Density and parcel size to be determined by land capability analysis and meeting adopted development standards.

<sup>5</sup> "Urban services" as used in the description of living environments include community water systems, community sewer systems, proximity to schools, fire stations, sheriff's services, public transit and commercial or industrial areas.

<sup>6</sup> Residential clustering required in portions of the Day Bench area.

TABLE CO-8

**COMMERCIAL LAND USE CATEGORIES****(To be Determined by Zoning)**

<b>Commercial Category</b>	<b>Description</b>	<b>Locational Requirements</b>
Local Convenience Center	Provides a limited selection of convenience goods within walking distance or brief driving distance of residents. Primary tenant is usually a small food market which might be supplemented by a gas station, laundromat, or other small establishments providing services to residents in the immediate area.	Should be along residential collector streets. Should have a support market area population of 1,000 to 3,500 persons and be located on one to five acres. May be located in areas designated by the General Plan Land Use Map as C, UR, SR, or RA.
Retail Commercial	Provides a wide range of facilities for the sale of goods and provision of personal services. It generally is applied to either the commercial portions of town centers or to other shopping centers. When applied to shopping centers, the uses are generally conducted within a building and may range in size from neighborhood centers which may have a supermarket as the principal tenant, to a community center which may also include a drug, variety or department store as a principal tenant. When applied to commercial areas of town centers or other existing retail places with similar types of activities, the uses may be broadened to include retail uses conducted outdoors, such as auto and boat sales.	Should be along an arterial or collector street. Shopping centers should be located on sites starting in size from five acres and upward depending on the type of center and the anchor-tenant. Designated on the General Plan Land Use Map as Commercial (C).
Commercial/Light Industrial	Provides for a wide range of goods and services needed by residents and business firms which are inappropriate in other commercial centers due to size or operating characteristics or are not economically feasible in such centers. Uses include sale of construction and building materials, construction equipment, restaurant supplies, autos and trucks. Some light industrial uses may also be permitted including ministorage, vehicular repair, construction yards, truck terminals, and when found compatible with surrounding uses, fabrication of wood, metal or other materials. This designation is not intended for typical retail sales found in shopping centers, such as food markets, drug stores, etc.	Should be along arterials or collectors or in conjunction with a business or industrial park. Designated on the General Plan Land Use Map as Commercial (C) or Industrial (I).
Office Commercial or Business Park	Provides office space for firms featuring administrative, professional, or financial services. May also include other firms providing computer, reproduction, laboratory testing, and similar services whose operation and scale are compatible with the primary office uses. Small scale retail uses, primarily for use by employees of the area, may also be included.	Should be along an arterial or collector. Designated on the General Plan Land Use Map as Commercial (C).
Highway Commercial	Provides for the needs of recreation and business visitors. Accommodations of lodging, restaurants, gas stations, and automotive and truck service, food supplies, and recreation supplies and equipment, and may also include recreation facilities and small retail shops which primarily serve visitors needs.	Along access roads to I-5, fronting on State highways or along arterials providing access to major recreation designations. May be permitted in any

TABLE CO-8

**COMMERCIAL LAND USE CATEGORIES****(To be Determined by Zoning)**

<b>Commercial Category</b>	<b>Description</b>	<b>Locational Requirements</b>
		land use designation. In cases where a highway commercial use is proposed in a resource area, it may be permitted if the surrounding resource uses will not be adversely impacted.
Commercial Recreational	Provides opportunities for the development of privately owned lands characterized by the natural environment for the purpose of providing commercial recreation activities that utilize and provide for the enjoyment of the natural environment. Examples of commercial recreation activities include campgrounds, fishing and hunting clubs, dude ranches, boating facilities, and recreational vehicle parks. Other uses such as a restaurant or small food market may be permitted when accessory to, supportive of, and compatible with the recreation activity.	Designated on General Plan Land Use maps as R, or in an area in which the project fits harmoniously with the natural features, regardless of the land use designation.
Mixed Use	<p>This category recognizes that in Town Centers and Rural Community Centers, the strict segregation of different land use types is neither necessary nor practical. At this scale, conflicts which may result from the intermixing of land uses may be addressed by County zoning and development standards relating to screening, setbacks and architectural design.</p> <p>This designation, which may permit a mix of residential, commercial and light industrial uses, is assigned to Town Centers and Rural Community Centers, or may be assigned to locations outside of rural community centers if commercial or light industrial uses existed within the area to be designated MU before January 10, 1984.</p> <p>Residential uses may be permitted at a density commensurate with the most applicable general plan land use designation for the site based on services available. For instance, in a Rural Community Center with a community water system, and an onsite wastewater treatment system one dwelling per acre would be appropriate; if outside a Rural Community Center with individual well and onsite wastewater treatment system, where the Rural Residential A (RA) designation would be applied, a density of one dwelling per two acres would be appropriate; if within a Town Center with public water, sewer and other urban services, where the Urban designation would apply, residential density up to 16</p>	Designated on the General Plan Land Use Map as Mixed Use (MU).

## TABLE CO-8

## COMMERCIAL LAND USE CATEGORIES

(To be Determined by Zoning)

Commercial Category	Description	Locational Requirements
	units per acre may be considered, or up to 25 units per acre for parcels identified by the County for lower-income housing. Commercial uses that may be permitted include local and tourist oriented retail uses, and professional offices. These would provide a wide range of goods and services to residents, businesses, and travelers including small scale establishments providing convenience goods such as food and drugs, materials and repair services needed by agricultural and forestry related business, and travel accommodations for travelers. This designation may also provide for small to moderate sized light industrial uses that will not cause odors, noise, visual, or other adverse impacts. Uses may be combined on a single property. The single property need not meet the size requirements for each use if it is large enough to accommodate each use and meet all other applicable development standards . Exceptions may be allowed as set forth in the Zoning Plan.	

<b>TABLE CO-9</b> <b>INDUSTRIAL LAND USE CATEGORIES AND POLICIES</b> <b>(To be Determined by Zoning)</b>		
<b>Industrial Category</b>	<b>Description of Uses</b>	<b>Location Requirements</b>
General Industrial	Provides for the intermixing of industrial uses with varying degrees of impacts, scales of operation, and service requirements (including rail access). Permits the inclusion of non-industrial uses providing materials and services primarily used by industrial uses. Other non-industrial uses may be permitted on an interim basis with conditions providing for reversion to industrial uses.	Should be located along a freeway, highway or arterial. Designated on the General Plan Land Use Map as Industrial (I).
Light Industrial	Provides for the planned development of industrial parks or districts occupied by uses characterized by low or moderate impacts, varying scales of operations, and similar service requirements.	Located within an urban or town center or near a freeway, highway, or arterial. Designated on the General Plan Land Use Map as Industrial (I).

CO-l For qualifying residential developments , a density bonus may be provided in accordance with California Government Code, Section 65915, as may be amended from time to time, and the County Zoning Plan.

CO-m Proposed land divisions that lie in two or more General Plan land use designations that allow residential development may be permitted to create smaller parcels (including clustering), than indicated by the density of any of the land use designations provided that:

§ The total number of residential units does not exceed the combined total allowed by each designation, and

§ If the area is designated as a resource area, the resource is protected or enhanced.

CO-n Where existing parcels of land are located in areas that permit residential development and contain two or more detached legally constructed or installed residences or mobile or manufactured homes, residential land divisions may be allowed to exceed the General Plan land use density provided that:

§ All such residences or mobile or manufactured homes were constructed or installed before January 10, 1984, and must meet the current minimum housing code requirements as set forth in the Health and Safety Code; and

§ Each newly-created parcel is occupied by at least one of these residences, and § Each newly created parcel meets applicable County development standards in effect when the land division application is deemed complete.

CO-o For any development project requiring discretionary approval that is determined to have the potential to reduce overall services or create a negative cost-revenue imbalance, the County may require a fiscal impact analysis to be prepared or financed by the project proponent prior to or concurrently with the project's environmental assessment to determine its cumulative and long-term fiscal impacts on County-provided public services.

The County, at its discretion, may also develop and/or utilize a fiscal impact system to determine the impact of a project requiring discretionary approval on related public service costs. Projects determined to have a negative cost-revenue impact on the provision of public services may be required to provide acceptable offsets for those negative fiscal impacts before the project can be approved.

CO-p Areas designated Urban Residential (UR) or Suburban Residential (SR) shall be located within the adopted sphere of influence of a city or the special district(s) that serve town centers. The County shall adopt urban development standards for UR and SR areas.

CO-q All discretionary development applications within the adopted sphere of influence of a city or special district shall be referred to the city or special district for review and comments as to the effect the proposal may have on future orderly urbanization and/or the provision of public services.

CO-r The County should develop specific plans or area plans for the Burney, Cottonwood, and Palo Cedro areas. The County should also develop a specific plan for the Churn Creek Bottom area with emphasis on maintaining and preserving a variety of long-range agricultural options for the area.

CO-s The County should develop area land use plans for major recreation and resource areas, such as the Hat Creek Valley between State Highway 299 and Lassen Park and the Sacramento River Canyon from Shasta Lake north to the Siskiyou County line. The intent of such plans will be to recognize the significant natural resource setting from recreation, resource, and economic perspectives.

CO-t Infill development is encouraged for those areas served by community water and sewer service to maintain and improve air quality, conserve energy, maximize use of the transportation network and other existing infrastructure, and to fulfil the County's regional housing needs obligations under state housing law and local policies.

CO-u Commercial development in the Churn Creek Bottom area shall be strictly limited to the I-5 interchange/Knighton Road intersection.

CO-v The average density for lands designated RA within the Centerville Community Services District shall not exceed one residence per three acres.

CO-w The County shall determine appropriate commercial/industrial building intensity through the use of building setbacks, floor areas, heights, and parking/loading requirements as well as related site/building design standards.

CO-x The County will identify and maintain an adequate supply of developable land in each residential land use designation and zoning category for both single-family and multiple-family units (including manufactured housing and mobile homes) to accommodate projected population increases and off-set very low residential vacancy rates, with emphasis on potential development areas within or reasonably close to employment and/or service centers, where existing infrastructure capacity exists or can be feasibly provided. CO-y The County will seek to provide suitable areas in which to develop and maintain all types of housing consistent with public health and safety standards and which conserve natural resources without significantly increasing the cost of housing.

CO- z The County will accommodate affordable housing projects in areas where public and private services are adequate or can be cost-effectively extended to serve allocated densities and the development is consistent with adopted General Plan policies and County development standards.

## SECTION 2.

Chapter 7.5 "Public Facilities" of Division 7 "Community Development Group" is amended as follows:

**Amend section 7.5.3 "Objectives" to read as follows:**

**7.5.3 Objectives**

- PF-1 Development of a comprehensive, long-term plan for wastewater treatment within the County, coordinated with community development objectives and designed to provide this service in a manner making the most effective use of public resources.
- PF-2 Achievement of an improved understanding of the opportunities and constraints governing the use of on-site wastewater treatment systems, both conventional and alternative, in Shasta County.
- PF-3 Develop the Shasta County solid waste program in accordance with the adopted management plans.
- PF-4 Development of a land use pattern which can be adequately served with community facilities such as schools, libraries, and community recreation.
- PF-5 Encourage wastewater treatment and public water agencies to plan for, prioritize and reserve future water capacity for affordable and special needs households in accordance with the County's Regional Housing Needs Allocation (RHNA) obligations.

**Amend section 7.5.4 "Policies" to read as follows:**

**7.5.4 Policies**

- PF-a Shasta County shall take appropriate actions for achieving objective PF-4. Every opportunity for interjurisdictional and interagency cooperation in other areas shall be encouraged to this end.
- PF-b Shasta County shall permit experimentation with "alternative" wastewater treatment technologies on a limited and carefully controlled basis, including advance provision establishing what public or private entity will be responsible in the event of failure, to determine which systems are feasible.
- PF-c Shasta County shall take actions required to implement plans for the management of its solid waste stream.
- PF-d Shasta County may require the dedication of parklands or the payment of in-lieu fees in accordance with County development standards in the areas of the County designated for urban/suburban development by the Community Development Element. Dedication shall be required only if the lands and fees so obtained will be maintained and administered by a local public agency which provides community recreation services.
- PF-e The locations of existing and proposed large-scale community recreation facilities shall be designated on General Plan maps as Natural Resources Protection Parklands (N-P).

- PF-f Pursuant to California Government Code Section 65589.7, the County shall encourage wastewater treatment and public water agencies to plan for, prioritize and reserve future water capacity to serve affordable and special needs households in accordance with the County's Regional Housing Needs Allocation (RHNA) obligations as determined at the beginning of each Housing Element Update Cycle.



**RESOLUTION NO. 2018-015**

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION  
RECOMMENDING THAT THE SHASTA COUNTY BOARD OF SUPERVISORS  
APPROVE GENERAL PLAN AMENDMENT GPA18-001 AND ZONING PLAN  
AMENDMENT Z17-003 (COUNTY OF SHASTA)**

WHEREAS, as part of the state housing law the legislature found, among other findings, that (1) the availability of housing is of vital statewide importance, (2) local governments, such as Shasta County, have the responsibility to facilitate the improvement and development of housing adequate to meet the needs of all economic segments of the community, (3) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels is essential to achieving the state's housing goals (Government Code section 65580); and

WHEREAS, the intent of the state's housing law, among others, is to (1) assure that the County recognizes its responsibility to contribute to attaining the state's housing goal, (2) assure that the County prepares and implements a local Housing Element as part of its General Plan, (3) recognize that the County is best capable of determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state (Government Code section 65581); and

WHEREAS, in accordance with Government Code section 65583.2(c)(3)(B)(iii) and the United States Census, Shasta County is considered a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the state. Default density being the density at which a site is deemed appropriate for development to accommodate lower income households; and

WHEREAS, the Shasta County General Plan "Community Development Group" and the Shasta County Zoning Plan currently allow residential development at a density up to sixteen units per acre in certain districts by right; and

WHEREAS, Program 8 of the most recently adopted 2009-2014 Shasta County Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County, where water, sewer and other urban services are available, to fully accommodate the County's RHNA obligation for lower income households; and

WHEREAS, in order to fulfill its obligations to rezone land to the default density as described in adopted Program 8 of the 2009-2014 Housing Element, the County must amend the General Plan and Zoning Plan to allow residential development in appropriate areas of the County at a density of at least twenty units per acre; and

WHEREAS, revisions to the state's provisions related to, among others, density bonus, accessory dwelling units and reasonable accommodation require updates and revisions to the County's Zoning Plan to achieve and maintain compliance with state law; and

WHEREAS, in addition to housing-related revisions and revisions mandated by changes to state law, other revisions to the County Zoning Plan are warranted and appropriate to, among others, (1) maintain internal consistency, (2) provide policy and procedural clarification for some provisions of the Plan, and (3) reduce the permitting and review requirements for some uses within certain zone districts; and

WHEREAS, the Planning Commission held two duly noticed public workshops on February 8, 2018 and May 10, 2018 to consider the proposed General Plan and Zoning Plan revisions at which the Commission received a presentation from staff, invited written and oral comments and accepted all testimony from agencies, housing advocates and the public; and

WHEREAS, a duly noticed public hearing to consider GPA18-001 and Z17-003, was held before the Planning Commission on June 14, 2018, at which time the Commission received a presentation from staff and considered all written comments and all testimony from agencies, housing advocates and the public; and

WHEREAS, the consideration of this matter was continued to a duly noticed Special Meeting of the Shasta County Planning Commission held on June 21, 2018; and

WHEREAS, GPA18-001 consists of narrative updates and amendments to objectives and policies to achieve compliance with state housing law and the Shasta County Housing Element, including, but not limited to, reduction or elimination of constraints to the production of affordable housing, providing opportunity for development in certain areas of the County at densities consistent with the County's default density as assigned by the state, and encouragement to service providers to plan for and accommodate affordable housing units within their jurisdictions. These narrative updates and policy amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Z17-003 consists of updates and amendments to the County Zoning Plan including, but not limited to; compliance with the requirements for accessory dwelling units, provisions for emergency housing, provisions for transitional and supportive housing where and in the same manner as single-family housing is allowed by right, compliance with reasonable accommodation laws, and provisions to allow multifamily residential development at the County's assigned default density in areas where multifamily residential development is currently allowed by right and where services are or may become available. These updates and amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution and the ordinance will not result in a direct or indirect physical change in the environment). In addition, GPA18-001 and Z17-003 are exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a

separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

NOW, THEREFORE BE IT RESOLVED by the Shasta County Planning Commission:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Planning Commission makes the following findings with regard to General Plan Amendment GPA18-001 and Zoning Plan Amendment Z17-003:

A. State housing law, as codified in Government Code section 65580 et seq., requires that Shasta County assist in attaining the state's housing goal by, among other actions: (a) facilitating the improvement and development of housing adequate to meet the needs of all economic segments of the community, (b) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels, (c) preparing and implementing a local Housing Element as part of its General Plan, (d) determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state.

B. In accordance with Government Code 65583.2(c)(3)(B)(iii) and the United States Census, Shasta County is designated a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the state.

C. Program 8 of the 2009-2014 adopted Shasta County Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County, where water, sewer and other urban services are available, to fully accommodate the County's RHNA obligation for lower income households.

D. In order to fulfill its obligations to rezone land to the default density as described in adopted Program 8 of the 2009-2014 Housing Element, it is necessary for the County to amend the General Plan and Zoning Plan to allow residential development in appropriate areas of the County at a density of at least twenty units per acre.

E. Revisions to the state's provisions related to, among others, density bonus, accessory dwelling units and reasonable accommodation require updates and revisions to the County's Zoning Plan to achieve and maintain compliance with state law.

F. Other revisions to the County Zoning Plan are warranted and appropriate to, among other things, (1) maintain internal consistency, (2) provide policy and procedural clarification for some provisions of the Plan, and (3) reduce the permitting and review requirements for some uses within certain zone districts.

G. GPA18-001 consists of narrative updates and amendments to objectives and policies to achieve compliance with state housing law and the Shasta County Housing Element, including, but not limited to, reduction or elimination of constraints to the production of affordable

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housing, providing opportunity for development in certain areas of the County at densities consistent with the County's default density as assigned by the state, and encouragement to service providers to plan for and accommodate affordable housing units within their jurisdictions. These narrative updates and policy amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Z17-003 consists of updates and amendments to the County Zoning Plan including, but not limited to; compliance with the requirements for accessory dwelling units, provisions for emergency housing, provisions for transitional and supportive housing where and in the same manner as single-family housing is allowed by right, compliance with reasonable accommodation laws, and provisions to allow multifamily residential development at the County's assigned default density in areas where multifamily residential development is currently allowed by right and where services are or may become available. These updates and amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment). In addition, GPA18-001 and Z17-003 are exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

H. The proposed amendments to the General Plan and Zoning Plan are consistent with the objectives and policies in the Community Development Group, Chapter 7.0 et seq., and with the other elements of the Shasta County General Plan.

3. The Planning Commission recommends that the Shasta County Board of Supervisors take the following actions with regard to GPA18-001 and Z17-003:

A. Conduct a public hearing.

B. Close the public hearing.

C. Find GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment) and 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

D. Adopt a resolution approving and adopting the amendments to the Shasta County General Plan pursuant to General Plan Amendment GPA18-001.

E. Introduce, waive the reading of and enact an ordinance amending the Shasta County Zoning Plan pursuant to Zone Amendment Z17-003.

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DULY PASSED this 21st day of June, 2018, by the following vote:

AYES: MACLEAN, CHAPIN, KERNS, RAMSEY, WALLNER

NOES:

ABSENT:

ABSTAIN:

RECUSE:



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TIM MACLEAN, Chairman  
Planning Commission  
County of Shasta, State of California

ATTEST:



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RICHARD W. SIMON, Secretary  
Planning Commission  
County of Shasta, State of California

# SHASTA COUNTY PLANNING COMMISSION SPECIAL MEETING

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**MINUTES****Special Meeting**

Date: June 21, 2018  
 Time: 2:00 p.m.  
 Place: Shasta County Administration Center  
 Board of Supervisors' Chambers

**Flag Salute****ROLL CALL****Commissioners****Present:**

Tim MacLean	District 2
Jim Chapin	District 1
Steven Kerns	District 3
Roy Ramsey	District 4
Patrick Wallner	District 5

**Staff Present:**

Richard W. Simon, Director of Resource Management  
 James Ross, Assistant County Counsel  
 Kim Hunter, Planning Division Manager  
 Jessica Cunningham-Pappas, Staff Services Analyst II/Recording Secretary

**Note:**

**All unanimous actions reflect a 5-0 vote.**

**PUBLIC COMMENT PERIOD - OPEN TIME:** No Speakers.

**CONFLICT OF INTEREST DECLARATIONS:** None.

**PUBLIC HEARINGS:**

**Ex-parte Communications Disclosures:** None.

**R1:** **General Plan Amendment 18-001 and Zoning Plan Amendment Z17-003 (Housing-related text amendments and other Zoning Plan text revisions):** Director Richard Simon provided a staff presentation summarizing proposed revisions to the Shasta County General Plan and Zoning Plan made necessary by State housing law, the Shasta County Housing Element and zoning clarifications.

**Proposed General Plan Amendments:**

Mr. Simon provided a presentation on changes proposed since the June 14, 2018 Planning Commission meeting. Mr. Simon discussed Land Use Designations, Land Use Categories, and the inclusion of the contents being amended from time to time in reference to California Government Code, Section 65915.

Commissioner Kerns asked what 'and other services' included under Mixed Use Commercial Land

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June 21, 2018

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Use Categories. Mr. Simon indicated other services could include water, sewer, transportation, available shopping, and medical services for urban areas.

Proposed Zoning Plan Amendments:

Mr. Simon noted a correction to an erroneous citation under section 17.02.211, an addition to the definition of supportive and transitional housing being subject to the same standards as a one-family residence, Uses requiring a zoning permit, Multifamily Residential (R3) district, Maximum and Minimum Building Site densities and Development Plan requirements and Emergency shelters in CM districts. Mr. Simon also noted he would correct an incomplete section citation on page 65 of 74.

Commissioner Kerns asked if a milk cow would qualify as a similar sized animal under Permitted Uses in Section 10, 17.24.020, Page 21 of 74, B.1.a. Mr. Simon affirmed it would. Commissioner Chapin asked if there had been any additional input since the last public hearing of June 14, 2018. Mr. Simon and Ms. Hunter confirmed there wasn't. Chairman MacLean thanked Mr. Simon and Planning staff for the time put into the proposed General Plan and Zoning Plan Amendment.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Kerns/Chapin) and carried unanimously, the Planning Commission adopted a resolution recommending that the Board of Supervisors: a) find GPA 18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment) and 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA; b) adopt a resolution approving and adopting the amendments to the Shasta County General Plan pursuant to General Plan Amendment GPA 18-001; and c) introduce, waive the reading of and enact an ordinance amending the Zoning Plan pursuant to Zone Amendment Z17-003.

**NON-HEARING ITEMS:** None.

**CONSENT ITEMS:** None.

**ADJOURNMENT:** The Planning Commission adjourned at 2:34p.m.

**Submitted by:**

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**Jessica Cunningham-Pappas, Staff Services Analyst II**  
**Recording Secretary**

## MEMORANDUM

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

Environmental Health

Suite 201  
225-5787

Administration

Suite 200  
225-5789

Air Quality Management

Suite 101  
225-5674

Planning Division

Suite 103  
225-5532

Community Education Section

Suite 200  
225-5789

Building Division

Suite 102  
225-5761

TO: Tim MacLean, Chairman, and Planning Commissioners

FROM: Richard W. Simon, AICP, Director

DATE: June 8, 2018

SUBJECT: **R7** Planning Commission Public Hearing: GPA 18-001 and Z 17-003 Housing Related General Plan and Zoning Plan Text Amendments, and Zoning Plan Updates and Other Revisions

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Attached is a draft Planning Commission Resolution making findings and recommending that the Board of Supervisors adopt a resolution approving the General Plan text amendments pursuant to GPA18-001 and the Zoning Plan amendments pursuant to Z17-003. Also included are the Draft General Plan amendments and Zoning Plan ordinance incorporating revisions directed by the Commission during the two public workshops conducted in February and May. With regard to item R7, staff recommends that the Planning Commission take the following actions:

1. Conduct a public hearing.
2. Close the public hearing.
3. Adopt a resolution recommending that the Board of Supervisors: a) find GPA 18-001 and Z17-003 exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the adoption of the resolution and ordinance will not result in a physical change in the environment) and 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment); b) adopt a resolution approving GPA 18-001; and c) introduce, waive the reading of and enact the ordinance amending the Zoning Plan pursuant to Z17-003.

The draft General Plan amendments and the draft Zoning Plan ordinance with all proposed revisions are available on the Planning Division website at the following link. The documents are posted under "Update of General Plan Housing Element."

[https://www.co.shasta.ca.us/index/drm\\_index/planning\\_index.aspx](https://www.co.shasta.ca.us/index/drm_index/planning_index.aspx)



**RESOLUTION NO.**

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION  
RECOMMENDING THAT THE SHASTA COUNTY BOARD OF SUPERVISORS  
APPROVE GENERAL PLAN AMENDMENT GPA18-001 AND ZONING PLAN  
AMENDMENT Z17-003 (COUNTY OF SHASTA)**

WHEREAS, as part of the state housing law the legislature found, among other findings, that (1) the availability of housing is of vital statewide importance, (2) local governments, such as Shasta County, have the responsibility to facilitate the improvement and development of housing adequate to meet the needs of all economic segments of the community, (3) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels is essential to achieving the state's housing goals (Government Code section 65580); and

WHEREAS, the intent of the state's housing law, among others, is to (1) assure that the County recognizes its responsibility to contribute to attaining the state's housing goal, (2) assure that the County prepares and implements a local Housing Element as part of its General Plan, (3) recognize that the County is best capable of determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state (Government Code section 65581); and

WHEREAS, in accordance with Government Code section 65583.2(c)(3)(b) and the United States Census, Shasta County is considered a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the state. Default density being the density at which a site is deemed appropriate for development to accommodate lower income households; and

WHEREAS, the Shasta County General Plan "Community Development Group" and the Shasta County Zoning Plan currently allow residential development at a density up to sixteen units per acre in certain districts by right; and

WHEREAS, Program 8 of the most recently adopted Shasta County Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County, where water, sewer and other urban services are available, to fully accommodate the County's RHNA obligation for lower income households; and

WHEREAS, in order to fulfill its obligations to rezone land to the default density as described in adopted Program 8 of the 2009-2014 Housing Element, the County must amend the General Plan and Zoning Plan to allow residential development in appropriate areas of the County at a density of at least twenty units per acre.

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WHEREAS, revisions to the state's provisions related to, among others, density bonus, accessory dwelling units and reasonable accommodation require updates and revisions to the County's Zoning Plan to achieve and maintain compliance with state law; and

WHEREAS, in addition to housing-related revisions and revisions mandated by changes to state law, other revisions to the County Zoning Plan are warranted and appropriate to, among others, (1) maintain internal consistency, (2) provide policy and procedural clarification for some provisions of the Plan, and (3) reduce the permitting and review requirements for some uses within certain zone districts; and

WHEREAS, the Planning Commission held two duly noticed public workshops on February 8, 2018 and May 10, 2018 to consider the proposed General Plan and Zoning Plan revisions at which the Commission received a presentation from staff, invited written and oral comments and accepted all testimony from agencies, housing advocates and the public; and

WHEREAS, a duly noticed public hearing to consider GPA18-001 and Z17-003, was held before the Planning Commission on June 14, 2018, at which time the Commission received a presentation from staff and considered all written comments and all testimony from agencies, housing advocates and the public; and

WHEREAS, GPA18-001 consists of narrative updates and amendments to objectives and policies to achieve compliance with state housing law and the Shasta County Housing Element, including, but not limited to, reduction or elimination of constraints to the production of affordable housing, providing opportunity for development in certain areas of the County at densities consistent with the County's default density as assigned by the state, and encouragement to service providers to plan for and accommodate affordable housing units within their jurisdictions. These narrative updates and policy amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Z17-003 consists of updates and amendments to the County Zoning Plan including, but not limited to; compliance with the requirements for accessory dwelling units, provisions for emergency housing, provisions for transitional and supportive housing where and in the same manner as single-family housing is allowed by right, compliance with reasonable accommodation laws, and provisions to allow multifamily residential development at the County's assigned default density in areas where multifamily residential development is currently allowed by right and where services are or may become available. These updates and amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution and the ordinance will not result in a direct or indirect physical change in the environment). In addition, GPA18-001 and Z17-003 are exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

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NOW, THEREFORE BE IT RESOLVED by the Shasta County Planning Commission:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Planning Commission makes the following findings with regard to General Plan Amendment GPA18-001 and Zoning Plan Amendment Z17-003:

A. State housing law, as codified in Government Code section 65580 et seq., requires that Shasta County assist in attaining the state's housing goal by, among other actions: (a) facilitating the improvement and development of housing adequate to meet the needs of all economic segments of the community, (b) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels, (c) preparing and implementing a local Housing Element as part of its General Plan, (d) determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state.

B. In accordance with Government Code 65583.2(c)(3)(b) and the United States Census, Shasta County is designated a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the state.

C. Program 8 of the 2009-2014 adopted Shasta County Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County, where water, sewer and other urban services are available, to fully accommodate the County's RHNA obligation for lower income households.

D. In order to fulfill its obligations to rezone land to the default density as described in adopted Program 8 of the 2009-2014 Housing Element, it is necessary for the County to amend the General Plan and Zoning Plan to allow residential development in appropriate areas of the County at a density of at least twenty units per acre.

E. Revisions to the state's provisions related to, among others, density bonus, accessory dwelling units and reasonable accommodation require updates and revisions to the County's Zoning Plan to achieve and maintain compliance with state law.

F. Other revisions to the County Zoning Plan are warranted and appropriate to, among other things, (1) maintain internal consistency, (2) provide policy and procedural clarification for some provisions of the Plan, and (3) reduce the permitting and review requirements for some uses within certain zone districts.

G. GPA18-001 consists of narrative updates and amendments to objectives and policies to achieve compliance with state housing law and the Shasta County Housing Element, including, but not limited to, reduction or elimination of constraints to the production of affordable housing, providing opportunity for development in certain areas of the County at densities consistent with the County's default density as assigned by the state, and encouragement to service

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providers to plan for and accommodate affordable housing units within their jurisdictions. These narrative updates and policy amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Z17-003 consists of updates and amendments to the County Zoning Plan including, but not limited to; compliance with the requirements for accessory dwelling units, provisions for emergency housing, provisions for transitional and supportive housing where and in the same manner as single-family housing is allowed by right, compliance with reasonable accommodation laws, and provisions to allow multifamily residential development at the County's assigned default density in areas where multifamily residential development is currently allowed by right and where services are or may become available. These updates and amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment). In addition, GPA18-001 and Z17-003 are exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

H. The proposed amendments to the General Plan and Zoning Plan are consistent with the objectives and policies in the Community Development Group, Chapter 7.0 et seq., and with the other elements of the Shasta County General Plan.

3. The Planning Commission recommends that the Shasta County Board of Supervisors take the following actions with regard to GPA18-001 and Z17-003:

A. Conduct and public hearing.

B. Close the public hearing.

C. Find GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment) and 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

D. Adopt a resolution approving and adopting the amendments to the Shasta County General Plan pursuant to General Plan Amendment GPA18-001.

E. Introduce, waive the reading of and enact an ordinance amending the Shasta County Zoning Plan pursuant to Zone Amendment Z17-003.

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DULY PASSED this 14th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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TIM MACLEAN, Chairman  
Planning Commission  
County of Shasta, State of California

ATTEST:

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RICHARD W. SIMON, Secretary  
Planning Commission  
County of Shasta, State of California

**PROPOSED HOUSING-RELATED GENERAL PLAN REVISIONS**

(Planning Commission Public Hearing June 14, 2018)

(Note: deletions of text appear as ~~strikeout~~ and new text appears as underline)

Chapter 7.1 "Community Organization and Development Pattern" of Division 7 "Community Development Group" is amended as follows:

Section 7.1.2 "Findings" of Section 7.1 "Community Organization and Development Pattern" is amended as follows:

**Amend 1st paragraph of "Future Demand for Developable Land" as follows:****Future Demand for Developable Land**

Population projections prepared for Shasta County as part of the original General Plan revision program in 1983 estimated a 2000 population of between 159,000 and 200,000 persons (actual Census 2000 population was 165,200), compared with a 1980 population of 115,715. The County's population as of July 1, ~~2003~~2017, was estimated by the Department of Finance at ~~175,500~~178,605. Population projections were also used in 1983 as the basis for projecting employment growth in the County. These employment projections are contained in Appendix A of the 1983 General Plan revision program. As previously discussed and shown in Table PRE-4 in Chapter 2, updating of the County's population forecast to year 2025 as prepared by the Department of Finance shows an estimated population of 246,500.

**Amend "General Plan Development Pattern" as follows:****General Plan Development Pattern**

The land use maps originally developed (and updated) as part of the General Plan are designed to accommodate a potential unincorporated County population of approximately 162,900 or nearly 2.5 times the total unincorporated population in 2002. Assuming the unincorporated area of the County continues to account for approximately 40 percent of the total County population, only 60 percent of this holding capacity would be exhausted by 2025 based on DOF population forecasts. This was accomplished by physically placing the acreage requirements of Table CO-2 onto County lands. In relating this Plan pattern to the existing development pattern in the SCR planning area, it was necessary to look beyond the 20-year planning period and its acreage requirements in order to lay out a coherent development plan. The General Plan development pattern will accommodate at least the growth anticipated during the planning period, and in fact more lands are designated for development than will actually be required during the 20-year planning period.

<b>TABLE CO-3</b>				
<b>DEVELOPABLE LAND SUPPLY BY PLANNING AREA (ACRES)</b>				
<b>PLANNING AREA</b>	<b>VERY HIGH</b>	<b>HIGH</b>	<b>MODERATE</b>	<b>LOW</b>
SCR	4,000	4,000	50,500	94,200

Northeast Shasta	600	1,400	9,200	227,300
Lassen	0	0	0	24,000
Big Bend	0	0	0	181,900
Eastern Forest	0	0	500	160,400
Northwestern Forest	0	0	0	99,400
Sacramento Canyon	0	0	800	118,200
French Gulch	0	0	1,800	54,800
Western Upland	0	0	8,100	165,200
Eastern Upland	0	0	13,900	238,100
Source: Sedway/Cooke 1981				

The original General Plan development pattern prepared in 1983 is quantitatively expressed in Tables 11 and 12 of the Population, Housing, and Employment projections in Appendix A. Table 11 shows the distribution of growth in population, new housing units, and acres of land required by these new units among the 10 planning areas. Table 12 shows the distribution of growth within each planning area. These tables categorized dwelling units according to the General Plan land use designations of Urban, Suburban, and Rural Residential, all of which relate to density and housing type as described in Tables CO-6 and CO-7. The following factors were used to convert dwelling units to acres of land:

- Urban - 4.5 dwellings/acre
- Rural Residential A - 1 dwelling/4 acres
- Suburban - 1.5 dwellings/acre
- Rural Residential B - 1 dwelling/10 acres

Note that urban level density of 4.5 dwellings/acre was used as the calculation for the 1983 General Plan growth analysis. However, this 4.5 dwellings/acre would be expected to increase due to increased density provisions in the General Plan Housing Element and Zoning Code amendments related to the state-mandated Regional Housing Needs Allocation. The proposed development pattern responds to growth on a County wide basis and includes both incorporated and unincorporated areas. A certain portion of the population growth projected for the SCR planning area for the period 2004-2025 will be accommodated or "in-filled" within the incorporated limits of Anderson, Shasta Lake, and Redding.

The General Plan development pattern as originally developed in 1983 and expressed in the various General Plan land use maps remains valid and was based on a projected population of approximately 242,500 in the entire County

by the year 2020. DOF projections now estimate that Shasta County's population by 2025 may be as much as 246,500. The growth Shasta County will actually experience in the future cannot accurately be predicted. Population projections and their accompanying acreage requirements for housing and employment has been and will be periodically revised in response to the area's demographic and economic dynamics. The Community Development Element, therefore, must contain policies requiring both the periodic review of these projections to compare them with actual growth results. Based on these reviews, revised projections, consistent with the objectives of the General Plan, should be prepared. Any periodic revision of population projections should provide for a supply of developable land capable of accommodating at least the growth anticipated for a subsequent 20-year period commencing with the date of each revision.

**Amend 10th paragraph of "Development Pattern, Service Provision, and Interjurisdictional Coordination" as follows:**

Where special districts can efficiently and feasibly provide community sewer and water service, increased densities may be considered or required for growth accommodation in those areas conducive to energy conservation, increased transit use, and a reduction of reliance on single-occupant vehicles. Such characteristics would include: (1) locating residential or mixed use development within reasonable walking distance of a transit route at densities sufficient to generate a level of ridership which in turn will support transit service. Residential development within the transit service area should be at an average density of at least ~~seventy-eight~~ dwelling units per gross-acre, but in some circumstances, where the County is required by the State to meet Regional Housing Needs Allocation, density can exceed 20 units per gross acre, and (2) connecting land uses, such as retail districts, major employment centers, educational centers, and medical facilities, that generate high traffic volumes. These options are discussed further in the Circulation and Air Quality Elements.

**Amend 1st paragraph of "Conversion of Residential Land Use Designations into Zoning Districts" as follows:**

**Conversion of Residential Land Use Designations into Zoning Districts**

The General Plan uses four residential land use designations - Urban (UR), Suburban (SR), Rural Residential A (RA), and Rural Residential B (RB). These designations relate to dwelling unit density as units per gross acre and are more completely described in Table CO-74. The maximum densities for these designations are:

- Urban - ~~254~~6 dwellings/acre
- Suburban - ~~36~~ dwellings/acre
- Rural Residential A - 1 dwelling/2 acres
- Rural Residential B - 1 dwelling/5 acres

"Gross acre" means development of land, including infrastructure such as public roads, public open space and in some instances non-residential development such as schools and shops.

**Amend "Conversion of Commercial and Industrial Land Use Designations into Zoning Districts" as follows:**

**Conversion of Urban, Suburban, Commercial and Industrial Land Use Designations into Zone Districts**

The General Plan provides for urban, suburban, single commercial and industrial land use designations which are normally applied only in urban and town centers. These designations are designed to establish broad commercial and industrial land use categories, and accommodate higher density residential development, where services are available, in accordance with state-mandated regional housing needs allocation requirements, which will be converted into more specific zone districts. In addition, there is a Mixed Use (MU) designation that is applied to the commercial or light industrial areas in or near rural community centers that in some areas can also accommodate urban and suburban level, higher density residential development.

The Urban (U) and Suburban (SR) land use designations provide a wide range of commercial, industrial and residential uses. Commercial and industrial uses are treated later in this section. As applied to the land use



maps, the residential component of the Urban and Suburban land use designations require further refinement through zoning to determine the appropriate type of residential use and residential densities, based on available services. The one-family (R1), two-family (R2) and multiple family (R3) residential zones are most appropriate for these designations. In undeveloped or under developed areas adjoining city boundaries and within the city's sphere of influence, the interim residential (I-R) district may also be applied. In the Urban and Suburban designations, the density of residential development is indicated as a number of units per acre following the general plan designation or the corresponding zoning district, and is the minimum density for that site. For example, a designation of UR(12) or a zone district of R3(12) indicates a minimum residential density of 12 units per acre. Within Town Centers, where community water and sewer are available the general plan and zoning should promote densities between 8 and 25 units per acre to maximize the efficient use of limited land within public services districts.

The Commercial (C) land use designation provides for a range of commercial activities. When applied to the Plan's land use maps, this designation identifies the locations most suitable for commercial activities, but does not contain the level of detail needed to identify the range of commercial uses most appropriate for a specific location. Such specificity is provided by zoning and/or specific plans which will include a series of zone districts. Guidelines for seven commercial zone districts are outlined in Table CO-8. Some of these commercial districts may also be applied outside of the Plan's commercially designated areas as described in the table.

The Industrial (I) designation will operate similarly to the Commercial designation, although there may be only two or three industrial zone districts, as outlined in Table CO-9.

#### **Amend "Planned Developments" as follows:**

##### **Planned Developments**

Planned and/or mixed use developments can provide a more unified and potentially more desirable and attractive development in an area. Such developments involve a combination of comprehensive site planning and architectural design that can often provide a mix of uses that could otherwise create land use conflicts between neighboring uses. A unified site design for a residential planned development may offer a variety of housing types, including clustered one-family housing, both attached and detached, two-family duplexes, townhouses and multiple-family housing with common open spaces. While planned developments are commonly used for urban and suburban residential projects, they may also be applied to other types of land uses such as commercial, industrial, and office parks. Planned development proposals which contain a mix of any or all of these uses should be encouraged. A planned and/or mixed use development shall be at a scale where high design standards along with other quality of life amenities can be provided.

The types of quality developments described above should offer a better lifestyle, shopping, and working environment to Shasta County residents. Because of this, the County should provide incentives for those wishing to provide projects that meet this criteria.

Section 7.1.3 "Objectives" of Section 7.1 "Community Organization and Development Pattern" is amended as follows:

#### **Amend section 7.1.3 "Objectives" to read in its entirety as follows:**

##### **7.1.3 Objectives**

CO-1 To promote a development pattern consistent with the other objectives of the Plan, which that will accommodate, ~~consistent with the other objectives of the Plan,~~ the growth which will be experienced by Shasta County during the planning period (2005-2025), and/or such periods as may be extended by future revisions of the Plan.

CO-2 To guide development in a pattern that will provide opportunities for present and future County residents and families of all income levels to enjoy the variety of living environments which currently exist within the County, including:

- Incorporated communities served by the full range of urban services.
- Unincorporated communities served by most but not all urban services.
- Unincorporated rural communities provided with very limited or no urban services.
- Rural home sites located outside of community centers on relatively large lots or in clustered development accompanied by open space areas within the project provided that the clustering does not create an adverse impact on neighboring properties.

CO-3 To guide development in a pattern that will respect the natural resource values of County lands and their contributions to the County's economic base.

CO-4 To guide development in a pattern that will minimize land use conflicts between adjacent land users.

CO-5 To guide development in a pattern that will establish an acceptable balance between public facility and service costs and public revenues derived from new development.

CO-6 To fashion a development pattern whose implementation mechanisms such as zoning, subdivision, and other regulations, explicitly define a relationship between public and private expectations and responsibilities concerning land use that is based on the following principles:

- Public programs shall recognize both the expectations of individual property owners to be able to use their lands as they desire, and the responsibility of government to provide a regulatory climate ~~which that enables fulfilment of its obligations while~~ does not impede reasonable private expectations.
- Property owners shall recognize public programs emphasizing that land be used in a responsible manner that ~~considers does not adversely affect either adjacent land uses, property owners, and the County's fiscal ability to provide services, or the community values of the citizens of Shasta County.~~
- ~~A workable relationship between public and private land use expectations must be achieved in order for each to be well served.~~
- Periodic review of the relationship between public and private land use expectations is necessary to reflect changing community values.

CO-7 To recognize that the major economic resources for achieving the development pattern will come from the private sector, rather than government, and that the General Plan, as the expression of community values, will guide the use of these resources.

CO-8 To contribute to the provision of an adequate, diverse supply of safe, healthy, and affordable housing in unincorporated areas of Shasta County for residents of all income levels and special needs.

CO-9 To ~~s~~Satisfy the requirements of the Regional Housing Needs Allocation Plan for Shasta County.

CO-10 To maximize the efficient use of land adjoining incorporated Urban Centers and within unincorporated Town Centers and Rural Community Centers by promoting higher density development within these areas of the County.

**Amend section 7.1.4 "Policies" to read in its entirety as follows:**

#### **7.1.4 Policies**

CO-a The County shall, in coordination with the Cities of Anderson, Redding, and Shasta Lake ensure the availability within the County of an inventory of developable lands sufficient to accommodate growth projected for the planning period for all income levels.

CO-b The County shall monitor, on a yearly basis, the rate at which the developable land inventory is being consumed, the population and employment growth of the County, and other useful indicators of the County growth.

CO-c In 2010 and at least every five years thereafter (and as required by state law for housing element updates), as part of a comprehensive General Plan review, the County shall examine the results of the monitoring process for the previous period. By amendment of this Plan, appropriate adjustments shall be made in the inventory of developable land so that it will accommodate the growth projected for the subsequent 20-year period. The intent of this policy is that the developable land inventory shall never have less than a 15-year supply. Five-year adjustments in the developable land inventory may include either additions to, or subtractions from, this inventory, but the latter will occur only when new information reveals this land is ill-suited for development and it is replaced in the inventory by other developable lands. ~~Just as important, and to ensure internal consistency, this review will also include an assessment and update of all other Plan elements.~~

CO-d The normal procedure for adding lands to the inventory shall be by amendment of the Plan at five-year intervals. This policy shall not preclude any resident or property owner in Shasta County from requesting a General Plan amendment upon submission of the required application and payment of the prescribed fee, or any amendment initiated by the Planning Commission or Board of Supervisors.

CO-e The General Plan shall recognize four general types of living environments and shall distribute the developable land inventory among them so that future residents of the County have available the full range of lifestyle opportunities. These living environments are described in Table CO-6.

CO-f The General Plan shall contain residential, commercial, and industrial land use categories, each of which is described in the following tables and shall be implemented through more specific zone districts:

- Table CO-7 – Residential
- Table CO-8 - Commercial
- Table CO-9 - Industrial

CO-g The density limitations described in Table CO-7 do not ~~preclude development on apply to~~ pre-existing legal lots. Such lots would be permitted to develop at a density of at least one dwelling unit per lot, and up to the density assigned to the lot by the general plan or zoning, provided that the applicable County Development Standards are satisfied.

CO-h A land capability analysis demonstrating that criteria in the County Development Standards and the state-mandated Regional Housing Needs Allocation will be met shall be used to establish actual residential densities and parcel sizes for all development projects including lands proposed for General Plan or zone amendments which increases the residential density. The development standards should be periodically reviewed and revised to further refine the application of the land capability analysis concept.

CO-i The Rural Residential A (RA) designation shall be primarily applied to rural community centers ~~and around~~ urban and town center fringes in order to accommodate residential development. The RA designation around rural community centers shall be expanded at a rate consistent with policies CO-b, CO-c, and CO-d.

~~CO-j~~ Areas designated Urban (UR) or Suburban (SR) in excess of 30 percent slope should not be developed, but the residential density of up to 3 ½ the dwelling units (d.u.) per acre assigned to the lot for areas designated UR and ~~1 d.u. per 2 acres for areas designated SR~~ may be credited to the developable portions of the property provided that other site capability criteria and applicable development standards can be met. In areas designated Rural Residential A (RA) or Rural Residential B (RB), lands in excess of 30 percent slope may be either developed at 1 d.u. per 10 acres for RA designated areas and 1 d.u. per ~~8040~~ acres for RB designated areas or an equivalent density credit may be additionally applied to the land that is less than 30 percent slope provided that other site capability criteria and applicable development standards can be met.

CO-k The minimum parcel size for lands located within the SR or UR land use designation shall be limited to five acres until one of the following conditions is met:

- The land will be included within a publicly-financed assessment district specifically designed to provide community water and sewage disposal services. Sewage services shall include collection, treatment, and disposal facilities and water service shall include treatment and distribution systems.
- The land, as a condition of development approval, will be provided with community water and sewage service from an existing municipal system, assessment district, or special district. The use of individual wastewater disposal systems or common wastewater disposal fields do not qualify for meeting the requirements of this policy.

~~Exception: On site individual wastewater and on site water wells may be used to create parcels as small as one acre in size, if the existing parcel consists of ten (10) or less acres; is located in an area entirely within the boundaries of an incorporated city; and provided the proposed parcels meet all applicable development standards for on site wastewater disposal and wells. This exception does not apply to parcels that consist of more than ten (10) acres at the time (date of adoption) this exception is adopted or to any parcels created by future subdivision of said parcels.~~

TABLE CO-6			
LIVING ENVIRONMENTS			
TYPE OF LIVING ENVIRONMENT	INCORPORATION STATUS	COMMUNITIES	SERVICES
Urban Center	Yes	Anderson Redding Shasta Lake	All Urban Services
Town Center	No	Cottonwood Palo Cedro Burney/Johnson Park Fall River Mills/McArthur	Most Urban Services
Rural Community Center	No	Sacramento Canyon  • Lakeshore • Lakehead • Castella/Sweetbriar • South Dunsmuir  Big Bend  • Round Mountain • Montgomery Creek • Big Bend  Northeast Shasta  • Cassel • Hat Creek Lassen  • Old Station	May have community water, but typically on-site; in limited instances may have community wastewater treatment, but normally on-site.

		(North and South)  Eastern Forest <ul style="list-style-type: none"> <li>• Shingletown</li> <li>• Viola</li> </ul> Eastern Upland <ul style="list-style-type: none"> <li>• Millville</li> <li>• Oak Run</li> <li>• Whitmore</li> </ul> South Central Region <ul style="list-style-type: none"> <li>• Mountain Gate</li> <li>• Jones Valley</li> <li>• Bella Vista</li> <li>• Happy Valley</li> <li>• Centerville</li> <li>• Shasta/Keswick</li> </ul> Western Upland <ul style="list-style-type: none"> <li>• Igo</li> <li>• Ono</li> <li>• Platina</li> </ul> French Gulch <ul style="list-style-type: none"> <li>• French Gulch</li> </ul>	
Rural Homesite	No	Not Applicable	No Urban Services
Source: Sedway/Cooke			

TABLE CO-7

RESIDENTIAL LAND USE CATEGORIES AND DENSITY<sup>1</sup>

Land Use Category	Purpose	Maximum Residential Density
Urban	Provides living environments receiving full-range of urban services within an Urban or Town Center.	<del>2516</del> dwellings/acre <sup>2,3</sup>
Suburban	Provides living environments receiving most urban services, but characterized by lower population densities than urban residential category, and located within an Urban or Town Center.	<del>36</del> dwelling units/acre <sup>2,3</sup>
Rural Residential A	Provides living environments receiving no, or only some urban services, usually within or near a Rural Community Center.	1 dwelling/2 acres <sup>2,4,5,6</sup>
Rural Residential B	Provides living environments receiving no urban services and located in areas of the County characterized by one or more of the following conditions: <ul style="list-style-type: none"> <li>- severe limitations on septic tank use</li> <li>- uncertain long-term availability of water</li> <li>- proximity to lands categorized as timber, grazing, or croplands</li> <li>- remoteness from Urban, Town, and Rural Community Centers</li> <li>- extreme wildland fire hazard, and</li> <li>- inaccessibility via County maintained roads.</li> </ul>	1 dwelling/5 acres <sup>2,4,5,6</sup>
Existing Residential	May be applied to residential areas that legally existed before January 10, 1984, that do not fit the land use designation or density applied to surrounding properties as established by the General Plan. Legal preexisting uses that lie within the designation shall be allowed to continue for an indefinite period of time, but may not expand beyond the <del>intensity of</del> use that existed on January 10, 1984. Said uses may be replaced with same or less intense use. <u>Modification of existing uses shall be in conformance with the Existing Residential (ER) zone district.</u>	

TABLE CO-7

RESIDENTIAL LAND USE CATEGORIES AND DENSITY<sup>1</sup>

Land Use Category	Purpose	Maximum Residential Density
<b>Notes:</b> <sup>1</sup> Densities based on approximately 2.7 persons per household. <sup>2</sup> Variable lot size/density averaging permitted. <u>In urban and suburban designations, the minimum density shall be shown as a number following the designation in the general plan or the zoning.</u> <sup>3</sup> Maximum density may be exceeded <del>by up to 25 percent</del> based on <del>Objective Policies CO-1, Policies CO-o, or H-d, and the County's density bonus provisions. These policies may be used individually or in combination to achieve the 25 percent density bonus.</del> <sup>4</sup> Density and parcel size to be determined by land capability analysis and meeting adopted development standards. <sup>5</sup> "Urban services" as used in the description of living environments <del>are those areas which are served by</del> <u>include</u> community water systems, community sewer systems, <del>and in</del> proximity to <del>services such as</del> schools, fire stations, sheriff's services, <u>public transit</u> and commercial or industrial areas. <sup>6</sup> Residential clustering required in portions of the Day Bench area.		

TABLE CO-8

## COMMERCIAL LAND USE CATEGORIES

(To be Determined by Zoning)

Commercial Category	Description	Locational Requirements
Local Convenience Center	Provides a limited selection of convenience goods within walking distance or brief driving distance of residents. Primary tenant is usually a small food market -which might be supplemented by a gas station, laundromat, or other small establishments providing services to residents in the immediate area.	Should be along residential collector streets. Should have a support market area population of 1,000 to 3,500 persons and be located on one to five acres. May be located in areas designated by the General Plan Land Use Map as C, UR, SR, or RA.
Retail Commercial	Provides a wide range of facilities for the sale of goods and provision of personal services. It generally is applied to either the commercial portions of town centers or to other shopping centers. When applied to shopping centers, the uses are generally conducted within a building and may range in size from neighborhood centers which may have a	Should be along an arterial or collector street. Shopping centers should be located on sites starting in size from five acres and upward

TABLE CO-8

**COMMERCIAL LAND USE CATEGORIES****(To be Determined by Zoning)**

<b>Commercial Category</b>	<b>Description</b>	<b>Locational Requirements</b>
	supermarket as the principal tenant, to a community center which may also include a drug, variety or department store as a principal tenant. When applied to commercial areas of town centers or other existing retail places with similar types of activities, the uses may be broadened to include retail uses conducted outdoors, such as auto and boat sales.	depending on the type of center and the anchor-tenant. Designated on the General Plan Land Use Map as Commercial (C).
Commercial/ Light Industrial	Provides for a wide range of goods and services needed by residents and business firms which are inappropriate in other commercial centers due to size or operating characteristics or are not economically feasible in such centers. Uses include sale of construction and building materials, construction equipment, restaurant supplies, autos and trucks. Some light industrial uses may also be permitted including ministorage, vehicular repair, construction yards, truck terminals, and when found compatible with surrounding uses, fabrication of wood, metal or other materials. This designation is not intended for typical retail sales found in shopping centers, such as food markets, drug stores, etc.	Should be along arterials or collectors or in conjunction with a business or industrial park. Designated on the General Plan Land Use Map as Commercial (C) or Industrial (I).
Office  Commercial or Business Park	Provides office space for firms featuring administrative, professional, or financial services. May also include other firms providing computer, reproduction, laboratory testing, and similar services whose operation and scale are compatible with the primary office uses. Small scale retail uses, primarily for use by employees of the area, may also be included.	Should be along an arterial or collector. Designated on the General Plan Land Use Map as Commercial (C).
Highway  Commercial	Provides for the needs of recreation and business visitors. Accommodations of lodging, restaurants, gas stations, and automotive and truck service, food supplies, and recreation supplies and equipment, and may also include recreation facilities and small retail shops which primarily serve visitors needs.	Along access roads to I-5, fronting on State highways or along arterials providing access to major recreation designations. May be permitted in any land use designation. In cases where a highway commercial use is proposed in a resource area, it may be permitted if the surrounding resource uses will not be adversely impacted.
Commercial  Recreational	Provides opportunities for the development of privately owned lands characterized by the natural environment for the purpose of providing commercial recreation activities that utilize and provide for the enjoyment of the natural environment. Examples of commercial recreation activities include campgrounds, fishing and hunting clubs, dude ranches, boating facilities, and recreational vehicle parks. Other uses such as a restaurant or small food market may be	Designated on General Plan Land Use maps as R, or in an area in which the project fits harmoniously with the natural features, regardless of the land use designation.



TABLE CO-8

## COMMERCIAL LAND USE CATEGORIES

(To be Determined by Zoning)

Commercial Category	Description	Locational Requirements
	permitted when accessory to, supportive of, and compatible with the recreation activity.	
Mixed Use	<p>This category recognizes that in <del>a rural setting</del> <u>town centers and rural community centers</u>, the strict segregation of different land use types <del>which is typically found in urban environments</del> is neither necessary nor practical. At this scale, conflicts which may result from the intermixing of land uses may be addressed by County zoning and development standards relating to screening setbacks and architectural design.</p> <p>This designation, which may permit a mix of <u>residential, commercial and light industrial</u> uses, is assigned to <u>town centers and</u> rural community centers, or may be assigned to locations outside of rural community centers if commercial or light industrial uses existed within the area to be designated MU before January 10, 1984.</p> <p><u>Residential uses may be permitted at a density of commensurate with the most applicable general plan land use designation for the site based on services available. For instance, in a rural community center with a community water system, and an onsite wastewater treatment system one dwelling per acre would be appropriate; if outside a rural community center with individual well and onsite wastewater treatment system, where the rural residential A (RA) designation would be applied, a density of one dwelling per two acres would be appropriate; if within a town center with both public water and sewer, where the urban or suburban designation would apply, residential density up to 25 units per acre may be considered. one dwelling per acre if the site is within a rural community center, and one dwelling per two acres if not within a rural community center.</u> Commercial uses that may be permitted include local and tourist oriented retail uses, and professional offices. These would provide a wide range of goods and services to residents, businesses, and travelers including small scale establishments providing convenience goods such as food and drugs, materials and repair services needed by agricultural and forestry related business, and travel accommodations for travelers. This designation may also provide for small to moderate sized light industrial uses that will not cause odors, noise, visual, or other adverse impacts. Uses may be <del>mixed combined</del> <u>on a single property. The single property need not meet the size requirements for each use if yes, but the subject property must be it is</u> large enough to accommodate both uses and meet <u>all</u></p>	Designated on the General Plan Land Use Map as Mixed Use (MU).

TABLE CO-8

## COMMERCIAL LAND USE CATEGORIES

(To be Determined by Zoning)

Commercial Category	Description	Locational Requirements
	<del>other the associated</del> applicable development standards <del>(i.e. two acres for a residence and commercial in a rural community center, or four acres for a residence and commercial outside of a rural community center).</del> Exceptions may be allowed as set forth in the Zoning Plan.	

<b>TABLE CO-9</b> <b>INDUSTRIAL LAND USE CATEGORIES AND POLICIES</b> <b>(To be Determined by Zoning)</b>		
<b>Industrial Category</b>	<b>Description of Uses</b>	<b>Location Requirements</b>
General Industrial	Provides for the intermixing of industrial uses with varying degrees of impacts, scales of operation, and service requirements (including rail access). Permits the inclusion of non-industrial uses providing materials and services primarily used by industrial uses. Other non-industrial uses may be permitted on an interim basis with conditions providing for reversion to industrial uses.	Should be located along a freeway, highway or arterial. Designated on the General Plan Land Use Map as Industrial (I).
Light Industrial	Provides for the planned development of industrial parks or districts occupied by uses characterized by low or moderate impacts, varying scales of operations, and similar service requirements.	Located within an urban or town center or near a freeway, highway, or arterial. Designated on the General Plan Land Use Map as Industrial (I).

CO-l ~~If a~~For qualifying residential ~~planned developments is proposed in a UR or SR designated area,~~ a density bonus may be provided in accordance with California Government Code, Section 65915 and the County Zoning Plan, of up to 25 percent over that allowed by the General Plan designation may be awarded, based on design and environmental amenities which are demonstrated to exceed established development standards, and provided that when combined with other density bonuses, the overall density bonus does not exceed 25 percent.

CO-m Proposed land divisions that lie in two or more General Plan land use designations that allow residential development may be permitted to create smaller parcels (including clustering), than indicated by the density of any of the land use designations provided that:

- The ~~maximum~~total number of residential units does not exceed the combined total allowed by each designation, and
- If the area is designated as a resource area, the resource is protected or enhanced.

~~• If developed to the maximum allowable combined density, further residential development for the property will be forfeited unless additional density is permitted by a General Plan amendment.~~

CO-n Where existing parcels of land are located in areas that permit residential development and contain two or more detached legally constructed or installed residences or mobile or manufactured homes, residential land divisions may be allowed to exceed the General Plan land use density provided that:

- All such residences or mobile or manufactured homes were constructed or installed before January 10, 1984, and must meet the current minimum housing code requirements as set forth in the Health and Safety Code; and
- Each newly-created parcel is occupied by at least one of these residences, and
- Each newly created parcel meets applicable County development standards in effect when the land division application is deemed complete~~approved~~.

CO-o ~~The County shall not approve any major development project that is determined to have the potential to create an unmitigated and significant net reduction to the overall existing level of Shasta County services as a result of project-induced negative cost-revenue imbalances. The County shall require a fiscal impact analysis~~ For any development project requiring discretionary approval that is determined to have the potential to reduce overall services or create a negative cost-revenue imbalance, the County may require a fiscal impact analysis to be prepared or financed by the project proponent prior to or concurrently with the, prepared and/or financed by the project proponent, as part of a project's environmental assessment to determine its cumulative and long-term fiscal impacts on County-provided public services. ~~As part of a project's environmental assessment, the County shall require a fiscal impact analysis of major residential development projects whenever there are unanswered questions regarding cumulative and long term impacts on public services and/or the potential for project-induced financial shortfalls to adversely impact the environment.~~

The County, at its discretion, may also develop and/or utilize a fiscal impact system to determine the impact of a project requiring discretionary approval on related public service costs. ~~In either case, p~~ Projects determined to have a negative cost-revenue impact on the provision of public services must may be required to provide acceptable -offsets for those negative fiscal impacts before the project can be approved.

CO-p Areas designated Urban Residential (UR) or Suburban Residential (SR) shall be located within the adopted sphere of influence of a city or the special district(s) that serve town centers. The County shall adopt urban development standards for UR and SR areas.

CO-q All discretionary development applications within the adopted sphere of influence of a city or special district ~~shall be referred to the city or special district for review and comments as to the effect the proposal may have on future orderly urbanization and/or the provision of public services.~~

CO-r The County should develop specific plans or area plans for the Burney, Cottonwood, and Palo Cedro areas. The County should also develop a specific plan for the Churn Creek Bottom area with emphasis on maintaining and preserving a variety of long-range agricultural options for the area.

CO-s The County should develop area land use plans for major recreation and resource areas, such as the Hat Creek Valley between State Highway 299 and Lassen Park and the Sacramento River Canyon from Shasta Lake north to the Siskiyou County line. The intent of such plans will be to recognize the significant natural resource setting from recreation, resource, and economic perspectives.

CO-t Infill development is encouraged for those areas served by community water and sewer service to maintain and improve air quality, conserve energy, ~~and~~ maximize use of the transportation network and other existing infrastructure, and to fulfil the County's housing obligations under state housing law and local policies.

CO-u Commercial development in the Churn Creek Bottom area shall be strictly limited to the I-5 interchange/Knighton Road intersection.

CO-v The average density for lands designated RA within the Centerville Community Services District shall not exceed one residence per three acres.

CO-w The County shall determine appropriate commercial/industrial building intensity through the use of building setbacks, floor areas, heights, and parking/loading requirements as well as related site/building design standards.

CO-x The County will identify and maintain an adequate supply of developable land in each residential land use designation and zoning category for both single-family and multiple-family units (including manufactured housing and mobile homes) to accommodate projected population increases and off-set very low residential vacancy rates, with emphasis on potential development areas within or reasonably close to employment and/or service centers, where existing infrastructure capacity exists or can be feasibly provided. Any proposal for a new town or major residential or mixed use development shall require the development of a specific plan financed by the project proponent. Approval of the specific plan by Shasta County will be required before the project can be initiated or developed.

CO-y The County will seek to provide suitable areas in which to develop and maintain all types of housing consistent with public health and safety standards and which conserve natural resources without significantly increasing the cost of housing.

CO-z The County will accommodate affordable housing projects in areas where public and private services are adequate or can be cost-effectively extended to serve allocated densities and the development is consistent with adopted General Plan policies and County development standards.

## SECTION 2.

Chapter 7.5 "Public Facilities" of Division 7 "Community Development Group" is amended as follows:

### **Amend section 7.5.3 "Objectives" to read in its entirety as follows:**

#### 7.5.3 Objectives

- PF-1 Development of a comprehensive, long-term plan for wastewater treatment within the County, coordinated with community development objectives and designed to provide this service in a manner making the most effective use of public resources.
- PF-2 Achievement of an improved understanding of the opportunities and constraints governing the use of on-site wastewater treatment systems, both conventional and alternative, in Shasta County.
- PF-3 Develop the Shasta County solid waste program in accordance with the adopted management plans.
- PF-4 Development of a land use pattern which can be adequately served with community facilities such as schools, libraries, and community recreation.

PF-5 Encourage wastewater treatment and public water agencies to plan for, prioritize and reserve future water capacity for affordable and special needs households in accordance with the County's Regional Housing Needs Allocation (RHNA) obligations.

### **Amend section 7.5.4 "Policies" to read in its entirety as follows:**

#### 7.5.4 Policies

- PF-a Shasta County shall take appropriate actions for achieving objective PF-4. Every opportunity for interjurisdictional and interagency cooperation in other areas shall be encouraged to this end.

- PF-b Shasta County shall permit experimentation with "alternative" wastewater treatment technologies on a limited and carefully controlled basis, including advance provision establishing what public or private entity will be responsible in the event of failure, to determine which systems are feasible.
- PF-c Shasta County shall take actions required to implement plans for the management of its solid waste stream.
- PF-d Shasta County may require the dedication of parklands or the payment of in-lieu fees in accordance with County development standards in the areas of the County designated for urban/suburban development by the Community Development Element. Dedication shall be required only if the lands and fees so obtained will be maintained and administered by a local public agency which provides community recreation services.
- PF-e The locations of existing and proposed large-scale community recreation facilities shall be designated on General Plan maps as Natural Resources Protection Parklands (N-P).
- PF-f Pursuant to California Government Code Section 65589.7, the County shall encourage wastewater treatment and public water agencies to plan for, prioritize and reserve future water capacity to serve affordable and special needs households in accordance with the County's Regional Housing Needs Allocation (RHNA) obligations as determined at the beginning of each Housing Element Update Cycle.

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**DRAFT**

(NOTE: proposed deletions appear as ~~strikeout~~ and additions as underline)

**ORDINANCE NO. SCC 2018-\_\_\_\_\_**  
**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF**  
**THE COUNTY OF SHASTA AMENDING THE SHASTA COUNTY CODE**  
**TITLE 17 ZONING PLAN**

The Board of Supervisors of the County of Shasta ordains as follows:

**SECTION 1**

Article II Definitions, of Chapter 17.02 General Provisions, is amended as follows:

**Amend section 17.02.055 "Agriculture" to read in its entirety as follows:**

17.02.055 Agriculture. "Agriculture" ~~shall means the cultivation of land and raising of plants and animals and shall include: be defined to include the following:~~

- A. The preparation and tilling of the soil conducive to horticulture, silviculture and viticulture activities including, but not limited to, the growing and harvesting of shrubs, plants, flowers, trees, vines, fruits, vegetables, hay, grain and similar food, feed and fiber crops. Agriculture shall include row; field; tree and nursery crops; ~~timber~~; cultivation of open fields or greenhouse crops of ornamental and nursery plant materials for wholesale or retail sales; but does not include retail nurseries.
- B. The raising and breeding of livestock, farming, dairying, beekeeping and other animal husbandry activities customarily incidental to these uses.
- C. Mushroom farming and aquaculture.
- D. Incidental cleaning, grading, packing, polishing, sizing and similar preparation of crops which are grown on the premises, but not including agricultural processing.
- E. Temporary or seasonal sales and promotion, incidental storage of crops which are grown, or animals which are raised on the property.
- F. Agriculture service uses such as and similar to fertilizing, spraying and harvesting which are designed to aid and directly support the primary agricultural uses on the property.
- G. Agriculture shall not include agricultural processing.

**Add section 17.02.056 "Agricultural worker housing" to read in its entirety as follows:**

17.02.056. Agricultural worker housing. (See "Employee housing").

**Amend section 17.02.085 "Bed and breakfast guest facility" to read in its entirety as follows:**

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17.02.085 Bed and breakfast guest facility. "Bed and breakfast facility" means an owner-occupied one-family residence that provides up to four guest rooms, without individual kitchen facilities, for short term temporary sleeping accommodations for overnight guests. Such use may include meal service limited to the overnight guests (see section 17.88.225).

**Amend section 17.02.495 "Roominghouse" and renumber and replace with 17.02.090 "Boardinghouse" to read in its entirety as follows:**

17.02.090 Boarding house. ~~"Roominghouse" or "b~~Boarding house" means a building, ~~other than a hotel,~~ where ~~permanent~~long term lodging and/or meals for ~~one~~four or more persons living independently from each other are provided for compensation. Boarding house may include "rooming house" or "shared living house," but does not include a "residential care facility."

**Amend section 17.02.105 "Building, agricultural" to read in its entirety as follows:**

17.02.105 - Building, agricultural accessory. "Agricultural accessory building" means a detached structure accessory to a full-time or part-time agricultural operation, designed and constructed to house farm implements or supplies, hay, grain, poultry, livestock, or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, packaged or sold; nor shall it be a place frequented by the public. "Agricultural accessory building" does not include any structure which is used primarily for the storage of nonagricultural items.

**Amend section 17.02.125 "Building, residential accessory" to read in its entirety as follows:**

17.02.125 Building, residential accessory. "Residential accessory building" means a detached building subordinate to and located on the same building site as a residence, the use of which is incidental to that of the residential use including, but not limited to: private garages, carports, covered awnings, greenhouses, and private storage buildings. Residential accessory building includes the terms "residential accessory structure" and "accessory structure," but does not include a family care residence, guest house, or any other building permitted and approved for human occupancy, or to agricultural accessory buildings as defined in section 17.02.105 and allowed in section 17.88.060. ~~any building designed or used for human habitation.~~

**Add section 17.02.153 "Convalescent hospital" to read in its entirety as follows:**

17.02.153 Convalescent hospital. "Convalescent hospital" means any place, structure, or institution providing skilled nursing and allied professional health care, or for chronic or convalescent care for persons exclusive of relatives, in which nursing, dietary or other personal services are rendered to convalescents, disabled, or aged persons, who, by reason of advanced age, chronic illness, or physical infirmity are unable to properly care for themselves, but not including persons suffering from contagious or mental diseases, alcoholism, or drug addiction, and in which surgery is not performed and primary treatment, customarily given in medical hospitals or sanitariums, is not provided. Convalescent hospital includes "nursing home" but does not include "rest home," "hospital," or "residential care facility."



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**Delete sections 17.02.165 "Day care center," 17.02.170 "Day care home large," 17.02.175 "Day care home small," 17.02.290 "Large day care home," 17.02.560 "Small day care home" and replace with 17.02.165 "Day care facility" to read in its entirety as follows:**

17.02.165 Day care facility. "Day care facility" means a facility that provides non-medical care and supervision of adults or minor children for periods of less than 24 hours. Day care facilities include the following, all of which are required to be licensed by the California State Department of Social Services:

A. Day care center. "Day care center" means Commercial or non-profit day care facilities other than a large family day care home or small family day care home, designed and approved to accommodate 15 or more children or adults. Includes infant centers, preschools, sick-child centers, and school-age child, and adult day care facilities. These may be operated in conjunction with a school or church facility, or as an independent land use.

B. Large family day care home. "Large family day care home" has the meaning set forth in Health and Safety Code Section 1596.78 as it may be amended from time to time. Currently, Health and Safety Code Section 1596.78 provides that a "Large family day care home" is a home that regularly provides care, protection and supervision in the provider's own home, for periods of less than 24 hours per day, for seven to 14 children, inclusive, including children under the age of 10 years who reside in the home, while the parents or guardians are away. A "Large family day care home" may be a day care facility for adults rather than children.

C. Small family day care home. A "Small family day care home" has the meaning set forth in Health and Safety Code Section 1596.78, as it may be amended from time to time. Currently, Health and Safety Code Section 1596.78 provides that a "Small family day care home" is a home that regularly provides care, protection and supervision in the provider's own home, for periods of less than 24 hours per day, for eight or fewer children, inclusive, including children under the age of 10 years who reside in the home, while the parents or guardians are away. A "Small family day care home" may be a day care facility for adults rather than children.

**Amend section 17.02.178 "Density" to read in its entirety as follows:**

17.02.178 Density. "Density" means the total number of dwelling units permitted per acre of land and shall include gross density and net density as further defined below.

A. Gross density means the number of dwelling units permitted per acre of land, based on gross acreage. (See section 17.02.045)

B. Net density means the number of dwelling units permitted per acre of land, based on net acreage. (See section 17.02.050)

**Add section 17.02.179 "Density bonus" to read in its entirety as follows:**

17.02.179 - Density bonus. "Density bonus" means a density increase over the otherwise maximum permitted gross residential density under the land use element of the general plan in accordance with Government Code Sections 65915 – 65918 as they may be amended from time to time.

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**Add sections 17.02.181 "Department" and 17.02.183 "Director" to read in their entirety as follows:**

17.02.181 – Department. "Department" means the Shasta County Resource Management Department, unless otherwise indicated.

17.02.183 – Director. "Director" means the Director of the Shasta County Resource Management Department or designee, unless otherwise indicated.

**Renumber section 17.02.180 "Designated floodway – Regulatory floodway," and section 17.02.185 "Dog kennel" as follows:**

17.02.~~180~~185 Designated floodway – Regulatory floodway

17.02.~~185~~188 Dog kennel

**Amend and renumber section 17.02.183 "Development" to read in its entirety as follows:**

17.02.~~183~~186 Development. "Development," ~~for floodplain management purposes,~~ means any ~~man-made~~human-caused change to improved or unimproved real estate, ~~that requires a permit or approval from any federal, state or local agency,~~ including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

**Add section 17.02.192 "Dwelling, accessory" to read in its entirety as follows:**

17.02.192 – Dwelling, accessory. "Accessory dwelling" means an attached or detached residential dwelling unit which provides independent living facilities for one or more persons on the same parcel on which the one-family residence is situated. An accessory dwelling shall include permanent living, sleeping, eating, cooking, and sanitation facilities. Accessory dwelling shall include the term "accessory dwelling unit" in accordance with Government Code Section 65852.2. (See section 17.88.132).

**Amend section 17.02.205 "Dwelling unit" to read in its entirety as follows:**

17.02.205 Dwelling unit. "Dwelling unit" means one habitable room or group of internally connected or more habitable rooms, ~~designed to be occupied by one family, with facilities for living, sleeping, cooking, eating and sanitation that have permanent sleeping, cooking, eating and sanitation facilities which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Dwelling unit includes a manufactured or mobile home whether or not installed on a permanent foundation.~~

**Add section 17.02.211 "Emergency shelter" to read in its entirety as follows:**

17.02.211 Emergency shelter. "Emergency shelter" has the meaning set forth in Government Code section 50801(e) as that section may be amended from time to time. Currently Government Code section 50801(e) provides that Emergency shelter means housing with minimal supportive services for

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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.

**Renumber sections 17.02.212 "Encroachment" and 17.02.213 "Exploration work for minerals" as follows:**

17.02.~~212~~213 Encroachment.

17.02.~~213~~214 Exploration work for minerals.

**Replace section 17.02.212 "Encroachment" with section 17.02.212 "Employee housing" to read in its entirety as follows:**

17.02.212 – Employee housing. "Employee housing" has the meaning set forth in Health and Safety Code section 17008 as that section may be amended from time to time. Employee housing shall be subject to the provisions of Health and Safety Code section sections 17021.5 and 17021.6 as those sections may be amended from time to time.

**Amend section 17.02.215 "Family" to read in its entirety as follows:**

17.02.215 Family. "Family" means one or more persons occupying a dwelling and living together as a single housekeeping unit in which each resident has access to all parts of the dwelling and there is a sharing of household activities, expenses, experiences and responsibilities. premises and living as a single nonprofit housekeeping unit, as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use. "Family" does not include a fraternal, religious, social or business group. "Family" shall be deemed to include domestic servants employed by a family.

**Delete section 17.02.220 "Farm labor quarters" in its entirety.**

**Replace section 17.02.290 "Large day care home" with 17.02.290 "Living space" to read in its entirety as follows:**

17.02.290 Living space. "Living space" means the improved interior 'habitable' area within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes.

**Amend section 17.02.355 "Manufactured home" to read in its entirety as follows:**

17.02.355 Manufactured home. "Manufactured home" has the meaning set forth in Health and Safety Code section 18007 as that section may be amended from time to time. Currently, Health and Safety Code section 18007 provides that "Manufactured home" means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" includes any structure that

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~~meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following). transportable in one or more sections, designed and equipped to contain and be used as a dwelling unit, containing more than three hundred twenty square feet of floor space, which is placed on a permanent perimeter foundation.~~ If not placed on a permanent foundation the manufactured home is defined as a mobile home as set forth in Section 17.02.365.

**Amend section 17.02.365 "Mobile home" to read in its entirety as follows:**

17.02.365 - Mobile home. "Mobile home" has the meaning set forth in Health and Safety Code section 18008 as that section may be amended from time to time. Currently, Health and Safety Code section 18008 provides that a "Mobile home" means a structure that was constructed prior to June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected onsite, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Mobile home" includes any structure that meets all the requirements of this paragraph and complies with the state standards for mobile homes in effect at the time of construction. "Mobile home" does not include a commercial modular, as defined in Section 18001.8, factory-built housing, as defined in Section 19971, a manufactured home, as defined in Section 18007, a multifamily manufactured home, as defined in Section 18008.7, or a recreational vehicle, as defined in Section 18010.

~~, transportable in one or more sections, designed and equipped to contain a dwelling unit, to be used without a permanent foundation, and containing more than three hundred twenty square feet of floor space and the mobile home is either certified under the National Mobile Home Construction and Safety Act of 1974 (42 U.S.C. Section 85401 et seq.) or the mobile home complies with all adopted safety criteria established for mobile homes constructed before the effective date of the 1974 Mobile Home Construction and Safety Act. "Mobile home" does not include any automobile, trailer, camp trailer, camper, house car, motor vehicle, recreational vehicle or other vehicle defined in the California Vehicle Code, or any factory-built housing as defined in the California Health and Safety Code.~~

**Delete section 17.02.370 "Mobile home, duplex" in its entirety:**

~~17.02.370 Mobile home, duplex. "Duplex mobile home" means a mobile home designed and equipped to contain two dwelling units.~~

**Amend section 17.02.375 "Mobile home park" to read in its entirety as follows:**

17.02.375 - Mobile or manufactured home park. "Mobile or manufactured home park" ~~or "manufactured home park"~~ means any area or tract of land where three (3) or more mobile home or manufactured home lots are rented or leased or held out for rent or lease to accommodate mobile homes and/or manufactured homes used for human habitation. As used in this Title any reference to a mobile home park shall also include a manufactured home park. five or more mobile home spaces are rented or leased or offered for rent or lease.

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**Add section 17.02.377 "Multifamily manufactured home" to read in its entirety as follows:**

17.02.377 Manufactured home, multifamily. "Multifamily manufactured home" has the meaning set forth in Health and Safety Code section 18008.7 as that section may be amended from time to time. Currently, Health and Safety code section 18008.7 provides that a "Multifamily manufactured home" means either (1) A structure transportable under permit in one or more sections, designed and equipped to contain not more than two dwelling units, a dormitory, or an efficiency unit, to be used either with a support system pursuant to Section 18613 or a foundation system pursuant to subdivision (a) of Section 18551, or (2) A structure transportable under permit in one or more sections, designed to be used with a foundation system for three or more dwelling units, as defined by Section 18003.3.

**Renumber section 17.02.441 "Regulatory floodway" and section 17.02.442 "Residence, family care" as follows:**

17.02.44~~12~~ Regulatory floodway.

17.02.44~~23~~ Residence, family care.

**Add section 17.02.441 "Regional Housing Needs Allocation" to read in its entirety as follows:**

17.02.441 Regional Housing Needs Allocation. "Regional Housing Needs Allocation" means a state-mandated program that identifies the total number of housing units, by family income categories, that all local governments must accommodate during periodic General Plan Housing Element update cycles in accordance with Government Code section 65584 and following as may be amended from time to time.

**Amend section 17.02.445 "Residence, multifamily" to read in its entirety as follows:**

17.02.445 - Residence, multifamily. "Multifamily residence" means a building ~~or buildings~~ containing three or more independent dwelling units under one roof~~dwelling units, including a multifamily manufactured home. such as an apartment house, apartment hotel or flat.~~

**Amend section 17.02.450 "Residence, one-family" to read in its entirety as follows:**

17.02.450 - Residence, one-family. "One-family residence" means a detached building containing a single dwelling unit, including a manufactured home or mobile home where a mobile home is allowed. ~~One family residence also includes the term "single-family residence."certified under the National Mobile Home Construction and Safety Act of 1974 that complies with all provisions of this code and the county development standards applicable to mobile homes installed on foundation systems and that would be defined as a mobile home if not installed on a foundation system.~~

**Delete section 17.02.455 "Residence, senior citizen." In its entirety.**

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**Amend section 17.02.460 "Residence, two-family" to read in its entirety as follows:**

17.02.460 - Residence, two-family. "Two-family residence" means a building containing two independent dwelling units under one roof (e.g., a duplex or two attached one-family residences), including a duplex mobile two-unit multifamily manufactured home, certified under the National Mobile Home Construction and Safety Act of 1974 that complies with all provisions of this code and county development standards applicable to mobile homes installed on foundation systems, and that would be defined as a mobile home if not installed on a foundation system.

**Amend section 17.02.465 "Residential care facility" to read in its entirety as follows:**

17.02.465 - Residential care facility. "Residential care facility" means a facility which is state-licensed by a federal, state or local health or welfare agency that provides resident services on a 24-hours per day basis, to unrelated persons in need of personal assistance essential for sustaining the activities of daily living, or for the protection of the individual, in a residential setting, excluding members of the resident family or persons employed as facility staff. Residential care facility differs from a "convalescent hospital" in that it is expected to provide comfort, safety, social participation, and the maintenance of health and activity, but does not provide skilled nursing care.  
or county-licensed or certified by a state-licensed child placement agency that provides non-institutional and nonmedical care for six or fewer children or adults.

**Amend section 17.02.470 "Residential facility for the elderly" to read in its entirety as follows:**

17.02.470 - Residential care facility for the elderly. "Residential care facility for the elderly" has the meaning set forth in Health and Safety Code section 1569.2 as that section may be amended from time to time. Currently, Health and Safety Code section 1569.2 provides that "Residential care facility for the elderly" means a housing arrangement chosen voluntarily by persons 60 years of age or over, or their authorized representative, where varying levels and intensities of care and supervision, protective supervision, personal care, or health-related services are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Persons under 60 years of age with compatible needs may be allowed to be admitted or retained in a residential care facility for the elderly as specified in Section 1569.316. a facility for residents that are sixty years of age or older or are handicapped. Care may include laundry, dietary and nursing services provided nursing services are available no more than eight hours in a twenty-four hour period. General plan residential densities shall apply.

**Replace section 17.02.510 "Servant's quarters" with 17.02.510 "Second residence" to read in its entirety as follows:**

17.02.510 – Second residence. "Second residence" means a separate, detached one-family dwelling containing independent living, sleeping, kitchen, and sanitation facilities, located on the same lot as the main dwelling unit and with no specific limitation on size. A second residence, also referred to as second one-family dwelling, is differentiated from an accessory dwelling unit (Section 17.02.192) in that an accessory dwelling unit can be attached and is subject to different standards including size limitations.

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**Add section 17.02.518 "Short term rental" to read in its entirety as follows:**

17.02.518 – Short term rental. "Short term rental" means the rental of any legally permitted dwelling unit or portion thereof for occupancy for dwelling, lodging or sleeping purposes for a period of less than 30 consecutive calendar days.

**Delete section 17.02.560 "Small day care home" in its entirety.**

**Amend section 17.02.563 "Start of Construction" to read in its entirety as follows:**

17.02.563 - Start of construction. "Start of construction," for floodplain management purposes, includes substantial improvement, and means the date that the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty days of the permit date. For all other purposes, the start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footing for piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**Renumber section 17.02.591 "Tasting room" as follows:**

17.02.593 Tasting room.

**Amend section 17.02.591 "Supportive housing" to read in its entirety as follows:**

17.02.591- Supportive housing. "Supportive Housing" has the meaning set forth in Government Code section 65582(g) as that section may be amended from time to time. Currently, Government Code section 65582(g) provides that "Supportive housing" means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

**Add section 17.02.592 "Target population" to read in its entirety as follows:**

17.02.592 – Target Population. "Target population" has the meaning set forth in Government Code section 65582(i) as that section may be amended from time to time. Currently, Government Code section 65582(i) provides that "Target population" means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young



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adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

**Add section 17.02.603 "Transitional housing" to read in its entirety as follows:**

17.02.603 - Transitional housing. "Transitional Housing" has the meaning set forth in Government Code section 65582(j) as that section may be amended from time to time. Currently, Government Code section 65582(j) provides that "Transitional housing" means buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance.

**Amend section 17.02.630 "Watercourse" to read in its entirety as follows:**

17.02.630 Watercourse. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature that carries a flow of water at least periodically. ~~drainage way which has a defined bed, banks and channel and which carries a flow of water at least periodically.~~ Watercourse includes a "waterway."

**Amend section 17.02.635 "Wet bar" to read in its entirety as follows:**

17.02.635 Wet bar. "Wet bar" means a single-basin sink and small refrigerator of not more than 8 cubic feet in volume.

## **SECTION 2**

Chapter 17.04 Limited Agriculture (A-1) District, is amended as follows:

**Amend section 17.04.020 "Permitted uses" to read in its entirety as follows:**

17.04.020 - Permitted uses. The following uses are permitted outright in the A-1 district:

- A. One-family residence;
- B. Agricultural uses, provided that the lot contains one acre of gross area; and
  - 1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
    - c. Three adult emus, rheas, ostriches or similar sized birds, or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals, or
    - e. Unlimited fish, frogs, worms or similar sized animals;
  - 2. Animals shall be kept in a clean and sanitary condition (see Section 6.04.050) and in a manner that does not become a nuisance (see Section 6.04.060);



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- C. Sale of agricultural products grown on the premises;
- D. Boutique or small winery in accordance with Section 17.88.300;
- E. Second one-family residence subject to the provisions of Section 17.88.135;
- F. Small family day care home;
- G. Supportive housing subject to the same standards applied as one-family residence;
- H. Transitional housing subject to the same standards applied as one-family residence;
- I. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- J. Employee housing associated with commercial agricultural operations;
- K. Residential care facility for six or fewer residents.

**Amend section 17.04.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.04.025 - Uses requiring a zoning permit. The following uses are permitted in the A-1 district if a zoning permit is issued, and subject to the provisions of Section 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C. Guest house;~~
- ~~D. Servant's quarters;~~
- C. Large family day care home;
- ~~E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure;~~
- ~~F. Boutique winery or Small winery in accordance with Section 17.88.300.~~

**Amend section 17.04.030 "Use requiring an administrative permit" to read in its entirety as follows:**

17.04.030 - Uses requiring an administrative permit. The following uses are permitted in the A-1 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- ~~B. Large Day care homecenter;~~
- ~~C. Family care residence;~~
- ~~D. Bed and breakfast guest facility;~~
- D. Boarding house;
- ~~E. Farm labor quarters;~~

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~~FE.~~ Medium winery (~~in accordance with~~see Section 17.88.300).

### SECTION 3

Chapter 17.06 Exclusive Agriculture (EA) District, is amended as follows:

**Amend section 17.06.020 "Permitted uses" to read in its entirety as follows:**

17.06.020 - Permitted uses. The following uses are permitted outright in the EA district:

- A. One-family residence, or a mobile home in lieu of a one-family residence;
- B. Agricultural uses, except those listed in Section 17.06.040;
- C. Sale of products grown on the premises, including a roadside stand for the sale of these products;
- D. Wholesale nursery or greenhouse;
- E. Forest management;
- F. Low-intensity recreational uses which require only minor improvements, such as a non-motorized fishing or hunting club that does not provide food service and/or lodging facilities;
- G. Boutique winery or ~~s~~Small winery (~~in accordance with~~see Section 17.88.300);
- H. Small family day care home;
- I. Supportive housing subject to the same standards as a one-family residence;
- J. Transitional housing subject to the same standards as a one-family residence;
- K. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- L. Employee housing associated with commercial agricultural operations;
- N. Residential care facility for six or fewer residents.

**Amend section 17.06.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.06.025 - Uses requiring zoning permit. The following uses are permitted in the EA district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.190:

- A. Nonagricultural-related home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C~~B. Boutique winery or ~~s~~Small winery (see Section 17.88.300).

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**Amend section 17.06.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.06.030 - Uses requiring administrative permit. The following uses are permitted in the EA district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Nonagricultural-related home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- ~~E. Farm labor quarters;~~
- ~~FE.~~ Additional one-family residences or mobile homes for family members, as long as the placement of the units meets the criteria established in Section 17.06.060A;
- ~~GF.~~ Medium winery (see Section 17.88.300).

**Amend subsection (A) "Minimum acreage" of section 17.06 060 "Site development standards" to read in its entirety as follows:**

17.06.060 - Site development standards. The following site development standards apply in the EA district:

- A. Minimum Acreage.
  - 1. The minimum acreages set forth in Table 17.06.060 apply to land divisions, except as provided in subparagraph 2 of this subsection.
  - 2. The creation of building sites containing less than the minimum acreage indicated in subparagraph 1 of this subsection, but not larger than five acres, may be permitted for full-time agricultural property that meets the minimum parcel sizes identified in Table AG-7 of the general plan, subject to the following criteria:
    - a. It is demonstrated that the division will not infringe upon the viability of the agricultural operation; and
    - b. One of the following conditions exists:
      - i. The lot is to be created by the conveyance of a security instrument to finance a one-family residence or mobile home, or for improvements to the agricultural operation on the remaining acreage; that said lot, together with the remaining acreage, shall not be separately conveyed or divided without meeting the minimum-acreage requirement specified in subparagraph 1 of this subsection, except for the aforesaid purpose, unless such division occurs by judicial foreclosures, trustee's sales, or other legal proceedings which discharge the lien of the security instrument, or
      - ii. The lots to be created for the one-family residences are intended as a conveyance or device exclusively for the parents, children or grandchildren related to the owner by adoption, blood or marriage; and there is only one lot per related person or related

couple, if married. Except as provided in subparagraph 3, said lot(s), together with the remaining agricultural acreage, shall not be conveyed outside the familial relations described herein, or be further divided without meeting the minimum-acreage requirement in subparagraph 1 of this subsection. A restrictive covenant, setting forth these conditions shall be recorded with the final or parcel map that creates these family-member lots.

3. Family-member lots established pursuant to subparagraph 2(b)(ii) prior to adoption of this subparagraph, and the remaining agricultural acreage, may be conveyed separately and outside the familial relations specified in 2(b)(ii) if both of the following conditions are met:

a. There are no existing restrictions applying to the family-member lots or the remaining agricultural acreage that would prevent such conveyance or further division; and

b. An agreement is recorded pertaining to the remaining agricultural acreage, that is binding on all owners and successors in interest, that explicitly prevents further division of the family-member lot(s) and the remaining agricultural acreage, except where all resulting parcels meet the minimum-acreage requirement in subparagraph 1 of this subsection.

4.—The maximum number of lots that can be created pursuant to this subsection, in conjunction with a full-time agricultural operation that conforms to the minimum parcel size as identified in Table 17.06.060, is as follows:

{a.A} Lands used for field crops, orchards or nursery stock: one family-member parcel in addition to the main ranch/farm parcel;

{b.B} Lands used for irrigated pasture: two family-member parcels in addition to the main ranch/farm parcel;

{c.C} Lands used for grazing: four family-member parcels in addition to the main ranch/farm parcel.

## SECTION 4

Chapter 17.10 Timberland (TL) District, is amended as follows:

**Amend section 17.10.020 "Permitted uses" to read in its entirety as follows:**

17.10.020 - Permitted uses. The following uses are permitted outright in the TL district:

- A. One-family residence;
- B. Mobile home, in lieu of a one-family residence, provided the lot is forty acres or larger in size; otherwise the T district must be combined;
- C. Forest management, Christmas tree farm;
- D. Agricultural uses;

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- E. Sale of products grown on the premises;
- F. Low-intensity recreational uses which involve only minimal improvements, such as a non-motorized fishing or hunting club that does not provide food service and/or lodging facilities;
- G. Boutique or small winery in accordance with Section 17.88.300;
- H. Second one-family residence subject to the provisions of Section 17.88.135.
- I. Small family day care home;
- J. Supportive housing subject to the same standards as a one-family residence;
- I. Transitional housing subject to the same standards as a one-family residence;
- J. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- K. Employee housing associated with commercial timber operations;
- L. Residential care facility serving six or fewer residents.

**Amend section 17.10.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.10.025 - Uses requiring a zoning permit. The following uses are permitted in the TL district if a zoning permit is issued, subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation without customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C.~~ Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure;
- ~~D.~~ Boutique winery or ~~s~~Small winery (see Section 17.88.300).

**Amend section 17.10.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.10.030 - Uses requiring an administrative permit. The following uses are permitted in the TL district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Guest house, if located in close proximity to the main dwelling to minimize conflicts with timber management activities on the remainder of the site, and subject to the provisions of Section 17.88.185;
- F. Medium winery (see Section 17.88.300).

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**Amend section 17.10.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.10.040 - Uses requiring a use permit. The following uses are permitted in the TL district if a use permit is issued:

- A. Dog kennel;
- B. Group ~~foster~~ home serving seven or more residents;
- C. Logging contractor's yard when located in a manner to minimize conflicts with timber management activities on the remainder of the site and subject to the provisions of Section 17.88.271;
- D. A fishing and/or hunting lodge providing meal service and/or lodging in addition to motorized transportation and guide services;
- E. Boutique, small or medium winery in accordance with Section 17.88.300.
- F. Boardinghouse;
- G. Day care center;

**SECTION 5**

Chapter 17.12 Mineral Resource (MR) District, is amended as follows:

**Amend section 17.12.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.12.030 - Uses requiring use permit. The following uses are permitted in the MR district if a use permit is issued:

- A. Employee housing associated with commercial mining operations;~~Living quarters for the use of the owner(s), security personnel, or laborers employed on site;~~
- B. Notwithstanding any provision of Section 17.12.020(A) to the contrary, any mining activity, either underground or open pit, as defined by the Surface Mining and Reclamation Act (Article 5, Chapter 9, Division 2 [Section 2770, et seq.] of the California Public Resources Code);
- C. Mills and other facilities, buildings, structures, equipment, and all other indoor and outdoor areas related to or used in connection with the extraction, storing, transportation, processing or refining of mined materials or products derived from such materials;
- D. Aggregate recycling facilities.

**SECTION 6**

Chapter 17.14 Habitat Protection (HP) District is amended as follows:

**Amend section 17.14.020 "Permitted uses" to read in its entirety as follows:**

17.14.020 - Permitted uses. The following uses are permitted outright in the HP district:

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- A. One-family residence;
- B. A mobile home, in lieu of a one-family residence, provided the parcel is forty acres or larger in size; otherwise the T district must be combined;
- C. Forest management;
- D. Habitat enhancement or improvement projects, as approved by the Department of Fish and Game;
- E. Low-intensity recreational uses which require only minor improvements, such as a non-motorized fishing and/or hunting club that does not provide food service and/or lodging facilities;
- F. Agricultural uses;
- G. Sale of products grown on the premises;
- H. Boutique or small winery in accordance with Section 17.88.300;
- I. Small family day care home;
- J. Supportive housing;
- K. Transitional housing;
- L. One accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);
- M. Employee housing directly associated with and necessary to the principal use of the property;
- N. Residential care facility serving six or fewer residents.

**Amend section 17.14.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.14.025 - Uses requiring a zoning permit. The following uses are permitted in the HP district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C.~~ Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure;
- ~~D.~~ Boutique winery or ~~s~~small winery (see Section 17.88.300).

**Amend section 17.14.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.14.030 - Uses requiring an administrative permit. The following uses are permitted in the HP district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

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- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. The following uses, if clustered as required for residential dwellings pursuant to Section 17.14.060A:
  - 1. Family care residence;
  - 2. Guest house, subject to the provisions of Section 17.88.185;
- D. Second one-family residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units;
- E. Medium winery (see Section 17.88.300);

## SECTION 7

Chapter 17.16 Open Space (OS) District is amended as follows:

**Amend section 17.16.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.16.025 - Uses requiring a zoning permit. The following uses are permitted in the OS district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer service vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~CB.~~ Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.

**Amend section 17.16.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.16.030 - Uses requiring an administrative permit. The following uses are permitted in the OS district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. One-family residence, or mobile home, in lieu of a one-family residence, provided the parcel is forty acres or larger in size; otherwise the T district must be combined; or a mobile home in lieu of a one-family residence;
- B. Home occupation with customer vehicle trips;
- C. Small family day care home or Large family day care home;
- D. Family care residence;
- E. Second one-family residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units.
- F. Supportive housing;



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G. Transitional housing;

H. One accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);

I. Employee housing directly associated with and necessary to the principal use of the property;

## SECTION 8

Chapter 17.18 National Recreation Area, Shasta Unit (NRA-S) District is amended as follows:

**Amend section 17.18.040 "Requirements – Residential development" to read in its entirety as follows:**

17.18.040 - Requirements—Residential development. The following requirements apply to residential development in the NRA-S district:

A. The following is permitted:

1. A one-family residence; ~~is permitted.~~

2. Supportive housing;

3. Transitional housing;

4. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);

5. Small family day care home;

6. Residential care facility serving six or fewer residents.

B. The minimum building site is one-half acre, except that lots of less than one-half acre, which were divided for residential purposes on or before September 16, 1967 and were in separate ownership or were delineated in a county-approved plan that constitutes part of a duly recorded subdivision, may be used for residential purposes.

C. Residential Development Standards. The following residential development standards apply:

1. The maximum building height limit is as follows:

a. Main buildings, thirty-five feet;

b. Accessory buildings, ~~fifteen~~twenty feet.

2. Exterior Colors. The use of neutral exterior colors is required.

3. Roofing Materials. The use of nonglare roofing materials is required.

4. Buffers. Development will be buffered by distance, topography or forest cover from existing or planned public use areas, such as trailer parks, campgrounds or organizational sites. Separation will be sufficient to avoid conflicts resulting from intervisibility, noise and proximity that is conducive to private property trespass.

5. Yards. Yard requirements are as follows:

a. Front, twenty feet;

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- b. Side, five feet on one side and twelve feet on the other side, except for lots created prior to June 7, 1978, it is five feet on either side;
  - c. Rear, ten feet.
- D. In other than an approved subdivision, the clearing required for structures or mobile homes and the access thereto shall be reviewed by the District Ranger, Shasta Lake district, Shasta-Trinity National Forest. In any case where the District Ranger does not approve of the amount and location of clearing intended and he communicates this fact to the county planning department, a use permit shall be required. In granting the use permit, consideration shall be given to the proposed location on the parcel of the structure or mobile home and the access road thereto which preserves the natural forest setting of the parcel to the greatest extent.

## SECTION 9

Chapter 17.20 National Recreation Area – Whiskeytown Unit (NRA-WI and NRA-WII) District is amended as follows:

**Amend section 17.20.030 "NRA-WI district" to read in its entirety as follows:**

17.20.030 - NRA-WI district.

- A. Generally. The NRA-WI district is created solely for use within the Whiskeytown unit of the Whiskeytown-Shasta-Trinity National Recreation Area and is intended for application to those lands which are contiguous to Whiskeytown Lake and are concerned primarily with water recreation and related activities.
- B. Uses. The following uses are permitted with a use permit:
  - 1. One-family residence and one noncommercial guest house for each one-family residence. Each residence or guest house is subject to the following regulations:
    - a. Minimum building site area, three acres; but a lesser acreage may be utilized for this purpose if, on or before February 7, 1963, the site was in separate ownership or within a recorded subdivision,
    - b. Maximum height, thirty-five feet,
    - c. Minimum frontage, one hundred fifty feet,
    - d. Minimum front yard, seventy-five feet,
    - e. Minimum side yard, fifty feet,
    - f. Maximum rear yard, twenty-five feet,
    - g. Maximum percentage of lot coverage permitted, ten percent,
    - h. Neutral colors, non-glare roofing materials, and architecture and layout that harmonizes with forested settings shall be used;
  - 2. Moving, alteration or improvement of existing residences or accessory structures; provided, there is compliance with requirements prescribed for residential uses under subparagraph 1 of

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this subsection; provided further, that such moving, alteration or improvement does not alter the residential character of the premises;

3. Tree farming under a timber management plan that conforms to the California Forest Practices Act;
  4. Riding stables;
  5. Campgrounds, organization camps and picnic areas;
  6. Limited agricultural uses, such as truck gardening, provided these uses do not require extensive cutting or clearing of wooded areas and are not otherwise destructive of natural or recreational values;
  7. Clearing and removal of trees, shrubbery and other vegetation to the extent necessary in order to permit the exercise of a use otherwise allowed within this district;
  8. Religious and educational uses;
  9. Removal of gravel, sand and rock, or other alteration of the landscape, to the minimum extent necessary for the construction of an access road to the property on which a use is permitted. In all other circumstances, such removal or alteration shall be permitted only to the minimum extent necessary to make possible the exercise of a use otherwise permitted in this district;
  10. Signs as allowed by and subject to the provisions of Sections 17.84.060 through 17.84.069.
  11. Accessory uses and temporary removable structures appurtenant to any permitted use.
  12. Supportive housing;
  13. Transitional housing;
  14. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
  15. Small family day care home or Large family day care home;
- C. Prohibited Uses. Any use not included above as a permitted use shall be deemed a prohibited use, and if property is put to a prohibited use, the authority of the Secretary of the Interior to acquire "improved property" may be reinstated.

## SECTION 10

Chapter 17.24 Limited Residential (R-L) District is amended as follows:

**Amend section 17.24.020 "Permitted uses" to read in its entirety as follows:**

17.24.020 - Permitted uses. The following uses are permitted outright in the R-L district:

- A. One-family residence;
- B. Agricultural uses, provided that the lot contains 1 acre of gross area; and
  1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or

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- b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
- c. Three adult emus, rheas, ostriches or similar sized birds, or
- d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals.
- e. Unlimited fish, frogs, worms or similar sized animals;
- 2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner that does not become a nuisance, as provided in Section 6.04.060;
- 3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135;
- E. Supportive housing;
- F. Transitional housing;
- G. One Accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);
- H. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.24.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.24.025 - Uses requiring a zoning permit. The following uses are permitted in the R-L district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C. Guest house;~~
- ~~D. Servant's quarters;~~
- ~~E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.~~

**Amend section 17.24.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.24.030 - Uses requiring an administrative permit. The following uses are permitted in the R-L district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer service trips;
- B. Large family day care home;

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C. Family care residence;

~~D. Farm labor quarters;~~

~~E.~~ Bed and breakfast guest facility;

~~F.~~ Boutique or small winery in accordance with Section 17.88.300;

F. Boardinghouse;

**Amend section 17.24.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.24.040 - Uses requiring a use permit. The following uses are permitted in the R-L district if a use permit is issued:

A. Animals in numbers exceeding those permitted in Section 17.24.020(B)(1);

B. Group ~~foster~~-home serving seven or more residents;

C. Dog kennel;

D. Large animal veterinarian;

E. Golf course;

F. Wholesale nursery or greenhouse;

G. Commercial riding stable or riding academy;

H. Processing plant for agricultural products grown on the premises; provided, the lot is five acres or larger in area;

I. Church;

J. Pet cemetery;

K. Logging contractor's yard subject to the provisions of Section 17.88.271;

L. Boutique, small or medium winery in accordance with Section 17.88.300;

M. Day care center.

N. Residential care facility serving more than six residents.

**SECTION 11**

Chapter 17.26 Rural Residential (RR) District is amended as follows:

**Amend section 17.26.020 "Permitted uses" to read in its entirety as follows:**

17.26.020 - Permitted uses. The following uses are permitted outright in the R-R district:

A. One-family residence;

B. Agricultural uses, provided that the lot contains 1 acre of gross area; and

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1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals; or
    - c. Three adult emus, rheas, ostriches or similar sized birds; or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals.
    - e. Unlimited fish, frogs, worms or similar sized animals.
  2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner that does not become a nuisance, as provided in Section 6.04.060,
  3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of agricultural products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135;
- E. Supportive housing;
- F. Transitional housing (same standards applied as one-family residence).
- G. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- H. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.26.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.26.025 - Uses requiring a zoning permit. The following uses are permitted in the R-R district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C. Guest house;~~
- ~~D. Servant's quarters;~~
- ~~E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.~~

**Amend section 17.26.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.26.030 - Uses requiring an administrative permit. The following uses are permitted in the R-R district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

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- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Boutique or small winery in accordance with Section 17.88.300;
- F. Boardinghouse;

**Amend section 17.26.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.26.040 - Uses requiring a use permit. The following uses are permitted in the R-R district if a use permit is issued:

- A. Animals in numbers exceeding those permitted in Section 17.26.020 (B)(1);
- B. Group ~~foster~~ home serving seven or more residents;
- C. Dog kennel;
- D. Large animal veterinarian;
- E. Golf course;
- F. Wholesale nursery or greenhouse;
- G. Commercial riding stable or riding academy;
- H. Church;
- I. Pet cemetery;
- J. Logging contractor's yard (~~seesubject to the provisions of~~ Section 17.88.271);
- K. Boutique, ~~s~~Small or ~~m~~Medium winery (~~see in accordance with~~ Section 17.88.300);
- L. Day care center.
- M. Residential care facility serving more than six residents.

**SECTION 12**

Chapter 17.28 Interim Rural Residential (IR) District is amended as follows:

**Amend section 17.28.020 "Permitted uses" to read in its entirety as follows:**

17.28.020 - Permitted uses. The following uses are permitted outright in the I-R district:

- A. One-family residence;
- B. Agricultural uses; provided that, the lot contains one acre of gross area, and

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1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
  - a. One horse, mule, steer or similar sized animal, or
  - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
  - c. Three adult emus, rheas, ostriches or similar sized birds, or
  - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals,
  - e. Unlimited fish, frogs, worms or similar sized animals.
2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner as to not become a nuisance, as provided in Section 6.04.060;
3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of agricultural products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135;
- E. Supportive housing;
- F. Transitional housing;
- G. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- H. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.28.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.28.025 Uses requiring a zoning permit. The following uses are permitted in the I-R district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C. Guest house;~~
- ~~D. Servants quarters;~~
- ~~E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.~~

**Amend section 17.28.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.28.030 - Uses requiring an administrative permit. The following uses are permitted in the I-R district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:



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- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Boardinghouse

**Amend section 17.28.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.28.040 - Uses requiring a use permit. The following uses are permitted in the I-R district if a use permit is issued:

- A. Animals in numbers exceeding those permitted in Section 17.28.020 (B)(1);
- B. Dog kennel;
- C. Group ~~foster~~ home serving seven or more residents;
- D. Golf courses;
- E. Wholesale nursery or greenhouse;
- F. Commercial riding stable or riding academy;
- G. Church;
- H. Day care center.
- I. Residential care facility serving more than six residents.

**SECTION 13**

Chapter 17.30 One-family Residential (R1) District is amended as follows:

**Amend section 17.30.020 "Permitted uses" to read in its entirety as follows:**

17.30.020 - Permitted uses. The following uses are permitted outright in the R-1 district:

- A. One-family residence, except manufactured and mobile homes on foundation systems are subject to subsection B of this section;
- B. A mobile home certified under the National Mobile Home Construction and Safety Act of 1974 (42 U.S.C. Section 5401 et seq.) and installed on a foundation system and meeting other adopted development standards, in lieu of a frame-constructed dwelling;
- C. Second one-family residence subject to the provisions of Section 17.88.135;
- D. Supportive housing;
- E. Transitional housing;

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F. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);

G. Small family day care home;

H. Residential care facility serving six or fewer residents.

**Amend section 17.30.025 "Uses permitted with a zoning permit" to read in its entirety as follows:**

17.30.025 - Uses requiring a zoning permit. The following uses are permitted in the R-1 district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

A. Home occupation with no customer vehicle trips;

~~B. Senior citizen residence;~~

~~C. Guest house;~~

~~D. Servant's quarters;~~

~~E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.~~

**Amend section 17.30.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.30.030 - Uses requiring an administrative permit. The following uses are permitted in the R-1 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

A. Home occupation with customer vehicle trips;

B. Large family day care home;

C. Family care residence;

D. Bed and breakfast guest facility.

E. Boardinghouse;

**Amend section 17.30.040 "Uses permitted with a use permit" to read in its entirety as follows:**

17.30.040 - Uses requiring a use permit. The following uses are permitted in the R-1 district if a use permit is issued:

A. Golf course;

B. Church;

C. Day care center.

D. Residential care facility serving more than six residents.

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**Amend subsection (A) "Minimum lot area," of section 17.30.060 "Site development standards" to read in its entirety as follows:**

17.30.060 - Site development standards. The following site development standards apply in the R-1 district:

- A. Density and Minimum gross lot Area size. Provided that the residential density shall be as permitted by the general plan, including any permitted density bonus, is not exceeded, Except as otherwise provided in Section 17.84.010, the following minimum gross lot area size requirements apply; except as otherwise provided in Section 17.84.010:
  - 1. Interior lot, ~~six thousand~~ 5,445 square feet;
  - 2. Corner lot, ~~sevensix~~ six thousand square feet.

**SECTION 14**

Chapter 17.32 One-family Mobile Home (R-M) District is amended as follows:

**Amend section 17.32.010 "Purpose" to read in its entirety as follows:**

17.32.010 - Purpose. The purpose of the one-family mobile home (R-M) district is to provide fully serviced, urban-sized lots for manufactured and mobile homes, ~~and~~ one-family residences and ~~selected~~ related uses. This district is consistent with the urban residential (UR), ~~and~~ suburban residential (SR) and mixed use (MU) general plan designations.

**Amend section 17.32.020 "Permitted uses" to read in its entirety as follows:**

17.32.020 - Permitted uses. The following uses are permitted outright in the R-M district:

- A. Manufactured home, Mmobile home, or a one-family residence ~~in lieu of a mobile home~~;
- B. Recreation facilities incidental to a planned residential development, including a community swimming pool, tennis courts, clubhouse, etc.
- C. Supportive housing;
- D. Transitional housing;
- E. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- F. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.32.025 "Uses permitted with a zoning permit" to read in its entirety as follows:**

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17.32.025 - Uses requiring zoning permit. The following uses are permitted in the R-M district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.190:

A. Home occupation with no customer vehicle trips;

~~B. Senior citizen residence, if in conjunction with a one-family residence.~~

~~C.B.~~ Second one-family residence subject to the provisions of Section 17.88.135.

**Amend section 17.32.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.32.030 - Uses requiring administrative permit. The following uses are permitted in the R-M district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

A. Home occupation with customer vehicle trips;

B. Large family day care home;

**Amend section 17.32.040 "Uses permitted with a use permit" to read in its entirety as follows:**

17.32.040 - Uses requiring use permit. The following uses are permitted in the R-M district if a use permit is issued:

A. Golf course;

B. Church;

C. Day care center.

**Amend subsection (A) "Minimum lot area," of section 17.32.060 "Site development standards" to read in its entirety as follows:**

17.32.060 - Site development standards. The following site development standards apply in the R-M district:

A. Density and Minimum Lot Area~~size~~. ~~Provided that the residential density shall be as permitted by the general plan, including any permitted density bonus, is not exceeded, Except as otherwise provided in Section 17.84.010,~~ the following minimum lot ~~are~~size requirements apply: ~~except as otherwise provided in Section 17.84.010:~~

1. Interior lot, ~~six thousand~~4,356 square feet;

2. Corner lot, ~~seven~~five thousand square feet.

## SECTION 15

Chapter 17.34 Two-family Residential (R2) District is amended as follows:

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**Amend section 17.34.010 "Purpose" to read in its entirety as follows:**

17.34.010 - Purpose. The purpose of the two-family residential (R-2) district is to provide fully serviced urban-sized lots for either one-family or two-family (duplex) residences and ~~selected~~ related uses. This district is consistent with the urban residential (UR), suburban (SR) and mixed use (MU) general plan designation.

**Amend section 17.34.020 "Permitted uses" to read in its entirety as follows:**

17.34.020 - Permitted uses. The following uses are permitted outright in the R-2 district:

- A. One-family residence;
- B. Two-family residence;
- C. Townhouses and attached one-family residences;
- CD. Recreational facilities incidental to a planned residential development, including a swimming pool, tennis courts, clubhouse, etc;
- ~~D. Second one family residence subject to the provisions of Section 17.88.135.~~
- E. Supportive housing;
- F. Transitional housing;
- G. Small family day care home;
- H. Residential care facility serving six or fewer residents.

**Amend section 17.34.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.34.030 - Uses requiring administrative permit. The following uses are permitted in the R-2 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;

**Amend section 17.34.040 "Uses permitted with a use permit" to read in its entirety as follows:**

17.34.040 - Uses requiring use permit. The following uses are permitted in the R-2 district if a use permit is issued:

- ~~A. Townhouses;~~
- ~~BA.~~ Group ~~foster~~ home serving seven or more residents;
- ~~CB.~~ Golf course;

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~~D.C.~~ Church;

~~E.D.~~ Residential care facility for the elderly serving no more than fifteen people;

~~F. Skilled nursing/intermediate care facility serving no more than fifteen people.~~

**Amend subsection (A) "Minimum lot area," of section 17.34.060 "Site development standards" to read in its entirety as follows:**

17.34.060 - Site development standards. The following site development standards apply in the R-2 district:

A. Density and Minimum Lot Area ~~size. Provided that the r~~ Residential density shall be as permitted by the general plan, including any permitted density bonus, ~~is not exceeded, Except as otherwise provided in Section 17.84.010,~~ the following minimum lot area ~~size~~ requirements apply; ~~except as otherwise provided in Section 17.84.010:~~

1. Interior lot, ~~six thousand~~ 5,445 square feet;
2. Corner lot, ~~sevensix~~ thousand square feet.

## SECTION 16

Chapter 17.36 Multifamily Residential (R3) District is amended as follows:

**Amend section 17.36.010 "Purpose" to read in its entirety as follows:**

17.36.010 - Purpose. The purpose of the multifamily residential (R-3) district is to provide for higher density residential development in areas which have the services and facilities necessary for higher density residential uses, and where appropriate to establish residential densities high enough to meet the County's regional housing needs obligations under state housing law. This district is consistent with the urban residential (UR), suburban residential (SR) and mixed use (MU) general plan designations.

**Amend section 17.36.020 "Permitted uses" to read in its entirety as follows:**

17.36.020 - Permitted uses. The following uses are permitted outright in the R-3 district:

- A. Multifamily residences;
- B. One- and two- family residences, attached one-family residences and townhouses when part of a mix of residential uses that meet the required minimum density for the site; ~~Two-~~
- C. Condominiums;
- D. Accessory buildings and uses commonly found in multifamily or condominium developments, including garages, carports, laundry facilities and rental and administrative offices;
- E. Recreational facilities incidental to a planned residential development, including a swimming pool, tennis courts, clubhouse, etc.

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F. Supportive housing;

G. Transitional housing;

H. Small family day care home;

J. Residential care facility serving six or fewer residents.

**Amend section 17.36.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.36.040 - Uses requiring use permit. The following uses are permitted in the R-3 district if a use permit is issued:

- A. Residential care facility for the elderly;
- B. Group ~~foster~~ home serving seven or more residents;
- C. ~~Roominghouse or boardinghouse;~~
- D. Private club, fraternity, sorority or lodge, except those for which the chief activity is a service customarily carried on by a business;
- E. Golf course;
- F. Church;
- G. Day care center;
- H. Customer ~~P~~parking for commercial uses, if abutting or opposite an alley from a commercial district;
- I. Convalescent hospital;
- J. Large family day care home;
- K. Residential care facility serving more than six residents.

**Amend subsections (A) "Minimum Building Site," (B) "Maximum Residential Density," (G) "Maximum structure height," and (M) "Development Plan" of section 17.36.060 "Site development standards" to read in their entirety as follows:**

17.36.060 - Site development standards. The following site development standards apply in the R-3 district:

- A. Minimum ~~lot size~~Building Site. The minimum ~~building site~~lot size requirement is eight thousand square feet, except as otherwise provided in Section 17.84.010.
- B. ~~Minimum~~Maximum Residential ~~D~~ensity. Residential density is measured in residential units per gross acre. The minimum~~maximum~~ residential density is as provided by ~~the a~~ number following the district and the maximum density is one hundred twenty (120) percent of that number (i.e., R3(10) means a minimum density of ten residential~~ees~~ units per acre and a maximum density of 12 residential units per acre), or, lacking that number, as provided by the general plan land use designation. Density may be increased beyond the identified maximum density through density bonus provisions, if a use permit is first approved, or as part of an

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approved Planned Development. Any density bonus, as provided for by the general plan, may be allowed if a use permit is issued.

- G. Maximum Structural Height. The following structural height restrictions apply, except as otherwise provided in Section 17.84.030:
1. Main buildings, forty-five feet;
  2. Accessory buildings, ~~one-story~~ not to exceed ~~twenty~~fifteen feet.
- M. Development Plan. An applicant for either a building permit or a use permit shall submit a site development plan which indicates how all required health and safety standards will be met including, but not limited to, water, sanitation, fire, and circulation; how any identified adverse environmental effects will be addressed; and how the standards listed in this section will be met. This submittal shall be made on a form prescribed by the director of resource management. If only a building permit is required for the use, then the director's approval shall be obtained prior to issuance of the permit. If a use permit is required, then the director's approval shall occur as set forth by the terms and conditions of the use permit.

**Add subsection (O) "Design performance standards" to section 17.36.060 "Site development standards" to read in its entirety as follows:**

17.36.060 - Site development standards. The following site development standards apply in the R-3 district:

- O. Design performance standards. For any development of five or more multifamily residential units the following additional design performance standards shall apply:
- a. Except for approved pick-up and drop-off areas, resident and visitor parking shall be located behind the buildings, in the rear of the site, accessed from alleys where available and screened from view of the public street.
  - b. Walkways, driveways or other impervious surfaces shall not exceed 25 percent of front building setback area.
  - c. The following architectural features (or a similar level of design enhancements shown to be equal or superior in effect as approved by the Director) shall be incorporated into the project design as follows:
    - I. Balconies (when two stories or greater)
    - II. Porches
    - III. Pitched roofs
    - IV. Overhanging roofs with gabled ends
    - V. Dormers
    - VI. Change in wall plane (pop-outs, projections, etc.) for buildings that exceed 24 feet in length.



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e. Alternative standards may be applied through an approved administrative permit referred to the Planning Commission in accordance with section 17.92.050(D)(3), use permit, or Planned Development as applicable, provided that the approving body finds that with the alternative standards the proposed development will be of equal or greater excellence in arrangement, design, attractiveness, safety and compatibility with its surroundings than would result if the routine development standards of this section were applied.

## SECTION 17

Chapter 17.38 Mobile Home Park (MHP) District is amended as follows:

### **Amend section 17.38.010 "Purpose" to read in its entirety as follows:**

17.38.010 - Purpose. The purpose of the mobile home park (MHP) district is to provide for the coordinated development and maintenance of mobile and manufactured home parks. This district is consistent with all residential general plan designations, provided the residential densities of the applicable general plan designation are met.

### **Amend section 17.38.020 "Permitted uses" to read in its entirety as follows:**

17.38.020 - Permitted uses. The following uses are permitted outright in the MHP district:

- A. Mobile and manufactured home parks meeting the development standards of Section 17.38.060;
- B. Residential mobile and manufactured homes placed in an approved mobile or manufactured home park;
- C. Accessory uses commonly found in mobile and manufactured home parks, including a car garage or carport space, storage facilities, laundry facilities, recreational vehicle parking, maintenance equipment storage areas, space rental and administrative office and other accessory uses. commonly found in mobile home parks;
- D. Common recreation areas and facilities, including a swimming pool, tennis courts, clubhouse, etc.

### **Amend section 17.38.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.38.040 - Uses requiring use permit. The following uses are permitted in the MHP district if a use permit is issued:

- A. Mobile or manufactured home park or expansion of a mobile or manufactured home park not meeting the development standards of Section 17.38.060;
- B. Accessory structures or uses other than those identified in Section 17.38.020;
- C. Convenience store;
- D. Golf course;
- E. Day care center

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**Amend subsections (A), (B), (C) and (M) of section 17.38.060 "Site development standards" to read in their entirety as follows:**

17.38.060 - Site development standards. The following site development standards apply in the MHP district:

- A. New Mobile or Manufactured Home Parks or Expansions. All new mobile and manufactured home parks or expansions to existing mobile or manufactured home parks shall be developed to the standards set forth in this section, unless a use permit is issued which provides an exception to the standards.
- B. Minimum Lot Size. Each mobile or manufactured home park shall be at least one acre in size.
- C. Minimum Mobile or Manufactured Home Space Size. The minimum space size for each mobile or manufactured home shall be three thousand square feet.
- M. Open Space and Recreation.
  - 1. Common landscaped open space and recreation land shall be provided in the park as follows:
    - a. Common open space shall comprise sixteen percent of the gross mobile home park acreage, if the park provides a common recreation center which possesses a total floor area of not less than twenty-five square feet per lot for the first one hundred fifty lots and fifteen square feet per lot thereafter, but in no case less than two thousand square feet; or, if the park does not provide a common recreation center as described in (a) above;
    - b. Common open space shall be twenty percent of the gross mobile home park acreage, if the park does not provide a common recreation center as described in subparagraph (a) of subsection (M)(1).
  - 2. Park walkways, at least ~~ten~~eight feet wide and leading to open space and recreation facilities, may count as part of the recreation area.
  - 3. Recreation areas shall be provided at locations convenient to park residents and the park service centers.
  - 4. Recreation areas may include space for common buildings and common use facilities, such as indoor recreation areas, swimming pools, outdoor courts for games and similar recreation facilities.

**SECTION 18**

Chapter 17.39 Mobile Home Park Conversions is added as follows:

**Add Chapter 17.39 "Mobile Home Park Conversions" to read in its entirety as follows:**

Chapter 17.39  
MOBILE HOME PARK CONVERSIONS

Sections:

17.39.010 Purpose.

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17.39.020 Definitions.

17.39.030 Applications for mobile home park conversions.

17.39.040 Procedures for review.

17.39.050 Findings.

17.39.060 Conditions.

17.39.010 Purpose. The unrestricted conversion of mobile home parks to other uses diminishes the mobile home stock and spaces available within the County. The purpose of this chapter is to provide certain regulatory safeguards for the protection of residents and potential purchasers of mobile homes, and to implement the County's general plan policies to provide varied housing choices and opportunities.

17.39.020 Definitions. For purposes of this chapter, the following words are defined as follows:

(A) "Park" means a mobile home park which rents spaces for mobile home dwelling units.

(B) "Owner" means the owner, lessor, or designated agent of the park.

(C) "Tenant" means the owner(s) of a mobile home dwelling unit who is renting space from the owner of a park.

17.39.030 Applications for mobile home park conversions.

(A) The use of property as a mobile home park shall not be terminated for the purpose of conversion to another land use until application for a mobile home park conversion has been made to the Director and approval has been received from the Planning Commission or the Board of Supervisors on appeal.

(B) No building permit shall be issued on property occupied by a mobile home park for uses other than those associated with the mobile home park use until approval for mobile home park conversion has been obtained pursuant to this chapter.

(C) Applications for a mobile home park conversion shall be made to the Director with the filing fee prescribed by the Board of Supervisors. The application shall contain the following information:

(1) Plans indicating the proposed use for the site for which an application for conversion is made.

(2) The timetable for conversion of the park.

(3) If the proposed conversion is to a use not consistent with the underlying zone district or general plan land use designation, or requires any approval of a tentative map, use permit, or other entitlement, the applicant shall file concurrently an application for rezoning, general plan amendment and any additional entitlement, as applicable.

(4) The total number of spaces within the park; the number of spaces occupied; the length of time each space has been occupied by the present tenant; and the monthly rent currently charged.

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(D) An application for a mobile home park conversion shall be subject to environmental review in accordance with the County's environmental review guidelines.

17.39.040 Procedures for review.

(A) Following the submittal of all required information in connection with an application for a mobile home park conversion and completion of the environmental review, the application shall be set for public hearing before the Planning Commission in the same manner as a use permit and in accordance with section 17.92.020.

(B) The Planning Commission shall, after the close of the public hearing, render a decision whether the conversion should be approved based upon the findings set forth in section 17.39.050.

(C) Any applicant, or any other interested person may appeal the planning Commission's determination to the Board of Supervisors in the same manner as a use permit appeal and in accordance with section 17.92.030.

17.39.050 Findings. An application for a mobile home park conversion may be approved if the following findings are made:

(A) There exists sufficient mobile home space availability within the unincorporated area of the County of Shasta to accommodate the mobile homes to be displaced by reason of the conversion.

(B) The conversion will not result in the displacement of low income individuals or households who cannot afford rents charged in other parks.

(C) That the age, type, and style of mobile homes within the park proposed for conversion can be accepted into other parks within the County of Shasta.

(D) If the conversion is to another residential use, that the tenants of the mobile home park will have first opportunity to occupy the units and the construction schedule will not result in long-term displacements.

(E) The proposed conversion is consistent with the County General Plan.

(F) The proposed conversion is pursuant to the public health, safety and welfare.

(G) The conversion will not result in a shortage of housing opportunities and choices within the County of Shasta.

17.39.060 Conditions. In the approval of a mobile home park conversion, the County may attach conditions deemed reasonable in order to mitigate the impacts associated with the conversion. Such conditions may include, but are not limited to, the following:

(A) Full or partial payment by the owner for relocation of mobile homes to another park.

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(B) If the land occupied by the park is to be sold, the tenants be given the first right of refusal accepting the offer of the seller for the purchase of the park including all improvements.

(C) The tenants be given the option of a long-term lease of the land and purchase of the improvements.

(D) An effective date of the approval of the conversion of not less than one year after approval of the conversion so as to provide sufficient time for the relocation of the mobile homes to other parks.

(E) If the mobile homes cannot be relocated to parks in the area, the applicant may be required to purchase said mobile homes at fair market value, determined by an independent appraiser with mobile home expertise.

## SECTION 19

Chapter 17.40 Existing Residential (ER) District is amended as follows:

**Amend section 17.40.020 "Permitted uses" to read in its entirety as follows:**

17.40.020 - Permitted uses. The following uses are permitted outright in the ER district:

- A. Those uses that existed on July 16, 1985;
- B. One-family residence, or mobile home in lieu of a one-family residence, if placed on an undeveloped, legally separate lot.
- C. Small family day care home;
- D. Supportive housing;
- E. Transitional housing.

**Amend section 17.40.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.40.030 - Uses requiring administrative permit. The following uses are permitted in the ER district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home.

**Amend subsection (C) of section 17.40.060 "Site development standards" to read in its entirety as follows:**

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17.40.060 - Site development standards. The following site development standards apply in the ER district:

- C. Maximum Structural Height. The following structural height restrictions apply, except as otherwise provided in Section 17.84.030:
  - 1. Main building, thirty feet;
  - 2. Accessory building, one story not to exceed twenty fifteen-feet.

## SECTION 20

Chapter 17.42 local Convenience Center (C1) District is amended as follows:

**Amend section 17.42.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.42.025 - Uses requiring an administrative permit. The following uses are permitted in the C-1 district if an administrative permit is issued:

- A. A one-family residence, when ~~part of and subordinate to the main building in which the commercial use exists, and~~ the residence is inhabited/occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial use exists, or detached; ~~if the applicant demonstrates that there is a health or safety concern or an applicable fire or building code regulation which makes an attached residence infeasible.~~
- B. Small family day care home.

**Amend section 17.42.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.42.030 - Uses requiring a use permit. The following uses ~~that are secondary to a convenience market~~ are permitted in the C-1 district if a use permit is issued:

- A. Auto service station;
- B. Day care center;
- C. Commercial condominiums;
- D. Church;

## SECTION 21

Chapter 17.44 Community Commercial (C2) District is amended as follows:

**Amend section 17.44.020 "Permitted uses" to read in its entirety as follows:**

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17.44.020 - Uses permitted within buildings. The following uses are permitted in a C-2 district if conducted within a building:

- A. Retail sales;
- B. Services, including:
  - 1. Bank or other financial institution that provides a direct service to the public; insurance or real estate sales,
  - 2. Repair shop for shoes, radios, televisions or other domestic appliances,
  - 3. Laundry or cleaning establishment; laundromat,
  - 4. Barber or beauty shop,
  - 5. Standard restaurant,
  - 6. Travel or ticket agency,
  - 7. Photo studio,
  - 8. Business, professional or medical office; medical, dental or optical laboratory; blueprinting; photocopying,
  - ~~9. Nursery or garden supply,~~
  - ~~109.~~ Health club;
- C. Print shop;
- D. Veterinary~~ian~~ clinic, provided any kennels are located entirely within a building;
- E. Retail nursery or garden supply.

**Amend section 17.44.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.44.025 - Uses requiring a use permit. The following uses are permitted in the C-2 district if a use permit is issued:

- A. A one-family residence, when ~~part of and subordinate to the main building in which the commercial use exists, and~~ the residence is inhabited/occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial use exists, or detached; ~~if the applicant demonstrates that there is a health or safety concern or an applicable fire or building code regulation which makes an attached residence infeasible.~~
- B. Church, provided there is no school and no outdoor activities;
- C. Outdoor storage or sales associated with any of the uses permitted in Section 17.44.020;

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**Amend section 17.44.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.44.030 - Uses requiring a use permit. The following uses are permitted in the C-2 district if a use permit is issued:

- A. Auto service station, self-serve and non-self-serve auto wash, auto repair services, excluding auto body and painting businesses, equipment rental;
- B. Bar, nightclub or cardroom;
- C. Motion picture theater, bowling alley, skating rink, video game center, lodge, club, fraternal organization, billiard parlor;
- D. Fast food restaurant;
- E. Sales of new or used autos, boats, motorcycles or mobile homes;
- F. Miniature golf course;
- G. Motel or hotel;
- H. Bus terminal;
- I. Day care center;
- ~~J. Outdoor storage or sales associated with any of the uses permitted in Section 17.44.020;~~
- ~~K.~~ Commercial condominiums;
- ~~L.~~ Church with school and/or outdoor activities;
- L. Convalescent hospital.

**SECTION 22**

Chapter 17.52 Commercial-Light Industrial (CM) District is amended as follows:

**Amend section 17.52.020 "Uses permitted within buildings" to read in its entirety as follows:**

17.52.020 - Uses permitted within buildings. The following uses are permitted in the C-M district if conducted within a building:

- A. Wholesale and retail sales and service uses, including:
  - 1. Building, electrical and plumbing materials, and furniture,
  - 2. Farm or ranch feed and related supplies sales,
  - 3. Janitorial or restaurant supplies,
  - 4. Nursery or garden supply,
  - 5. Auto or truck parts and supplies,
  - 6. Household appliance or furniture repair or service, including radio or television repair or furniture upholstery shops,



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7. Auction house,
  8. Building maintenance services, such as pest extermination, janitorial or grounds maintenance,
  9. Communication services, such as telegraph, telephone and radio telephone businesses, or radio or television stations,
  10. Printing, engraving, lithographing or publishing,
  11. Equipment rental,
  12. Taxidermist,
  13. Veterinarian clinic, provided any kennels are located within a building,
  14. Trade school, vocational or sports training center,
  15. Warehouse, ministorage or other storage buildings or wholesale distribution facilities, except those storing flammable or explosive material,
  16. Food storage lockers and ice-making facilities;
- B. Light manufacturing activities, including:
1. Combining, assembly or packaging of products, including:
    - a. Pharmaceuticals, drugs, toiletries or cosmetics,
    - b. Small equipment, instruments or appliances, such as medical, dental or optical equipment; drafting instruments, watches, clocks, musical instruments, cameras, photographic equipment (except film); hair-curling machines or electric razors,
    - c. Electronic and light electrical equipment, including radios, televisions and computers,
    - d. Food products, excluding those that may create obnoxious odors or smoke,
  2. Light manufacturing activities, including manufacturing of ceramic products such as pottery, figurines, or small glazed tile, using only previously pulverized clay; hand tools, cutlery, and kitchen utensils, electronic and light electrical equipment, including radios, televisions and computers; jewelry manufacturing; manufacturing of neon signs;
  3. Boutique, small or medium winery in accordance with Section 17.88.300.
- C. Uses accessory to the primary use and contained within the same building site, including offices, print shops, cafeteria, etc. This does not include businesses open to the public;
- D. Outdoor storage or sales in conjunction with a permitted use, provided:
1. Storage is located on the rear portion of the lot,
  2. Storage is completely enclosed by a solid wall or fence (with necessary solid gates) not less than six feet in height, unless the storage area abuts a residential district, in which case the screening shall meet the criteria established in subsection I of Section 17.52.050,
  3. No material shall be stored to a height greater than that of the wall or fence enclosing the storage area;
- E. Agricultural uses;
- F. Caretaker's or night watchman's quarters;

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G. Emergency shelters (see Section 17.88.065).

**Amend section 17.52.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.52.025 - Uses requiring an administrative permit. The following uses are permitted in the C-M district if an administrative permit is issued:

- A. A one-family residence, when ~~part of and subordinate to the main building in which the commercial use exists, and~~ the residence is ~~inhabited~~occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial-light industrial use exists, or detached; ~~if the applicant demonstrates that there is a health or safety concern or an applicable fire or building code regulation which makes an attached residence infeasible.~~
- B. Boutique, small or medium winery (~~in accordance with~~see Section 17.88.300).

**Add subsection (M) to section 17.52.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.52.030 - Uses requiring a use permit. The following uses are permitted in the C-M district if a use permit is issued:

M. Convalescent hospital.

## SECTION 23

Chapter 17.54 Mixed Use (MU) District is amended as follows:

**Amend section 17.54.010 "Purpose" to read in its entirety as follows:**

17.54.010 - Purpose. The purpose of the mixed use (MU) district is to provide for a variety of residential, commercial and light industrial uses that will not cause odors, noise, visual or other adverse impacts. Conflicts that may result from the intermixing of land uses should be addressed by site-specific performance standards. This district is consistent with the commercial (C) and mixed use (MU) general plan land use designations.

**Amend section 17.54.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.54.025 - Uses requiring a zoning permit. The following uses are permitted in the M-U district if accessory to a residence, if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. A one- or two-family residence, provided, that for parcels created after January 10, 1984, the lot size must meet the building site requirement established in Section 17.54.060A:

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- B. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- C. Guest house;
- D. Seasonal sales of pumpkins and Christmas trees when conducted separately from a legally established commercial use on the lot;
- E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.

**Amend section 17.54.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.54.030 - Uses requiring an administrative permit. The following uses are permitted in the M-U district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- ~~B. One-family residence, or a mobile home in lieu of a one-family residence; provided, that for parcels created after January 10, 1984, the lot size must meet the building site requirement established in Section 17.54.060A;~~
- ~~C.~~ B. Family care residence;
- ~~D.~~ C. Small family day care home or ~~large~~ family day care home;
- ~~E.~~ D. Bed and breakfast guest facility;
- E. Boardinghouse;
- F. Second residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units;
- G. If conducted within ~~an existing~~ commercial building:
  - 1. Retail sales,
  - 2. Personal services,
  - 3. Professional, business, administrative and medical offices;
- ~~H. Notwithstanding Section 17.94.040, a one-family residence or mobile home, when part of and subordinate to the main building in which a commercial or industrial use exists, and the dwelling is inhabited by the owner or operator of the commercial or industrial use, or a paid caretaker or night watchman. A one-family residence may be detached if the applicant demonstrates that there is a health or safety concern or an applicable fire or building code regulation which makes an attached residence infeasible. A mobile home is not required to be attached;~~
- ~~H.~~ H. Boutique or small winery (~~in accordance with~~ see Section 17.88.300);
- I. Residential care facility serving more than six residents.

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**Amend section 17.54.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.54.040 - Uses requiring a use permit. The following uses are permitted in the M-U district if a use permit is issued:

A. Day care center;

~~B. Retail sales conducted within a new or enlarged commercial building or a converted residence, such as a food, variety or drug store, convenience market, apparel store and gift or novelty stores;~~

~~C. Personal services conducted within a new or enlarged commercial building or a converted residence, such as a bank, insurance or real estate sales, laundromat or laundry business, barber or beauty shop, standard or fast food restaurant, repair shop for shoes, radios, television and other appliances;~~

~~D. Professional, business, administrative and medical offices in a new or enlarged commercial building or a converted residence;~~

B. Multifamily residence;

~~E.~~ Hotel, motel, recreational vehicle park, campground;

~~F.~~ Auto or truck service station, auto or boat repair service, self-serve and non-self-serve auto wash; auto or truck parts or supplies;

~~G.~~ Wholesale and retail sales of building, electrical or plumbing materials; furniture sales; farm or ranch supplies;

~~H.~~ Sales of autos, boats, motorcycles, mobile homes, agricultural equipment; nursery or garden supplies and other outdoor sales and storage uses;

~~I.~~ Bowling alley, theater, video game center, billiard parlor, fraternal organization;

~~J.~~ Large and small animal veterinary hospital, provided kennels are located within a building; ~~large animal veterinarian;~~

~~K.~~ Contractor's yard, truck terminal, truck yard, truck repair and wash;

~~L.~~ Warehouse and mini-storage;

~~M.~~ Church;

~~N.~~ Light manufacturing activities that are at a scale commensurate with the size of the community; and do not cause odors, noise, visual or other adverse impacts;

~~O.~~ Commercial and light industrial condominiums;

~~P.~~ Boutique, small, or medium winery in accordance with Section 17.88.300;

O. Convalescent hospital.

**Amend the narrative first paragraph and subsection (J) of section 17.54.060 "Site development standards" to read in their entirety as follows:**

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17.54.060 - Site development standards. The development standards established by this section apply to all development in the MU district. However, due to the diversity of areas within which the mixed use district may be applied, alternative standards may be applied through exceptions to these standards may be allowed for nonresidential uses with an approved use permit is, provided that. Additionally, alternate standards may be approved for a condominium project, as part of the use permit process, if the approving body finds that with the alternative standards the proposed development will be of equal or greater excellence in arrangement, design, attractiveness, safety and compatibility with its surroundings than would result if the routine development standards of this section were applied.

- J. Development Plan. For multifamily residential projects and all nonresidential uses, an applicant for either a building permit or use permit shall submit a plan which indicates how the required health and safety standards will be met including, but not limited to, water, sanitation, circulation and fire, and how all standards listed in this section will be met. This submittal shall be made on a form prescribed by the planning director. If only a building permit is required for the use, then the director's approval shall be obtained prior to issuance of the permit and the approved plan shall become part of the permit. If a use permit is required, then the director's approval shall occur as set forth by the terms and conditions of the use permit.

## SECTION 24

Chapter 17.62 Planned Development (PD) District is amended as follows:

### **Amend section 17.62.010 "Purpose" to read in its entirety as follows:**

17.62.010 - Purpose. The purpose of the planned development (PD) district is to provide flexibility in the application of zoning standards to proposed developments for developments that, incorporate because of an innovative mix of building types, land uses, open space or residential densities, lot sizes, do not fit within the parameter of standard zone districts. The County expects each planned development to be of significantly higher design quality, including more effective and attractive pedestrian orientation, environmental sensitivity, energy efficiency, and the more efficient use of resources, than would be achieved through conventional design practices and standards. Planned developments are under unified control, and comprehensively planned, and can provide a mix of uses that could otherwise create land use conflicts. Planned developments often provide common areas and other amenities not normally found in standard types of development. This district is consistent with all residential, commercial, mixed use and industrial general plan land use designations, that provide for substantial residential, commercial or industrial development, provided the proposed primary uses are consistent with the general plan designation(s) or applicable specific plan designation(s) within which the project is located, and are reasonably compatible with surrounding land use.

### **Amend section 17.62.020 "Permitted uses" to read in its entirety as follows:**

17.62.020 - Permitted uses. Any use or combination of uses which are arranged and designed in such a manner as to result in a development which is internally compatible, compatible with surrounding uses and consistent with the general plan are permitted outright in the PD district. In cases involving areas designated by the general plan as suburban residential (SR), multifamily residential uses may be permitted only as a part of a mix of housing types.

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**Delete section 17.62.030 "Density bonus" and replace with 17.62.030 "Development standards, modification" to read in its entirety as follows:**

17.62.030 - Development standards, modification. Development and land uses within the PD district shall comply with all applicable development standards except as specifically modified, waived, or augmented by the PD district. A PD district may include the adjustment or modification, where necessary and justifiable, of applicable development standards of the zoning plan or subdivision regulations.

~~17.62.030 - Density bonus.~~

- ~~A. If a proposed residential project is located in an area designated by the general plan as urban residential (UR) or suburban residential (SR), and meets the general objectives and policies concerning planned developments, including the provision of publicly financed community water and sewer service, a density bonus of twenty-five percent shall be granted if the proposal project meets standards found in Chapter 17.83 (governing the provision of a density bonus for low income and senior citizen housing projects).~~
- ~~B. In addition, a project which is located in an area which may utilize a density bonus pursuant Chapter 17.83, but does not do so, may apply for a density bonus of up to twenty-five percent, based on design and environmental amenities which are demonstrated to exceed established development standards. Such demonstration shall successfully document at least four of the following criteria as part of the proposed project's design:~~
- ~~1. Reduction of drainage runoff coefficients by twenty percent, or more;~~
  - ~~2. Inclusion of passive solar design which reduces annual energy use by fifteen percent, or more;~~
  - ~~3. Provision of lot sizes between four thousand and five thousand square feet for construction of detached single-family housing which involves at least twenty-five percent of all proposed dwelling units;~~
  - ~~4. All residences within the proposed project are within one-quarter mile walking distance from both a neighborhood commercial center and access to transit service;~~
  - ~~5. Projects which propose one hundred or more dwelling units and provide Class I bikeways which are planned in relation to surrounding development;~~
  - ~~6. Variation of housing design and setbacks allows for not more than five percent of the same building footprint and or building design;~~
  - ~~7. Sidewalks with at least four-foot wide tree landscape areas located between the street curb and sidewalk.~~
- ~~C. In all cases, the combination of all density bonuses shall not exceed twenty-five percent and findings to justify the density bonus must be made by the approving authority. In granting of such a density bonus, the county shall make additional findings that the proposal does not conflict with state density bonus law.~~

**Amend section 17.62.040 "Mandatory project features" to read in its entirety as follows:**

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17.62.040 – Mandatory project features. Each planned development shall incorporate one of the following mandatory project features and at least one additional feature or amenity proposed by the developer, which may include a second feature from the list below. The approving authority may require additional features, amenities or improvements through a development agreement or other agreement with the developer, or may approve alternative features and amenities that will provide equal or superior project design.

1. The project will include a minimum of 20 percent of the residential units that are affordable to households of very low, low or moderate income, and will remain affordable for a period of time consistent with California housing law through an acceptable binding mechanism;
2. The project will achieve greater energy efficiency than standard developments through the incorporation of green building techniques achieving a minimum of 15 percent greater energy efficiency than the minimum required by California Code of Regulations Title 24;
3. The project will preserve and protect a significant natural feature or open space in addition to those areas already required to be protected in accordance with applicable laws, and those areas with limited development potential due to slopes, flood hazard, etc.;
4. The project will provide a substantial amenity available to the public, for example, a significant public plaza, a public park, separated improved pedestrian and bike trails through the development and connecting to regional trails systems, or a similar improved feature with provisions for guaranteed long-term maintenance of those portions within the development not at County expense.

17.62.040 – Application:

Applications for a PD district shall contain a conceptual development plan for the project site showing the approximate locations of buildings, building elevations, roads, walkways, parking and landscaping, the proposed uses of the buildings and grounds, staging of the development and other information which the director of resource management may require to properly evaluate and process the application.

**Amend section 17.62.050 "Preliminary development plan" to read in its entirety as follows:**

17.62.050 – Preliminary development plan. Application for a planned development shall be made to the planning department and shall consist of a preliminary development plan, to include:

- A. A legal description of the total site involved;
- B. A statement of the objectives to be achieved by the planned development through the particular approach to be used by the applicant;
- C. A tentative phasing schedule indicating the approximate timeline and order of project build out;

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D. A description of the total number and type of dwelling units, parcel sizes, area coverage, modified and natural open space, grading, residential densities, and areas devoted to non-residential uses;

E. Identification of portions of the development which would otherwise require a variance, and all proposed modifications to applicable development standards and an explanation of the reasons for the proposed variance and modifications;

F. A site plan and supporting maps, drawn to a suitable scale and clearly labeled, showing, if applicable:

1. Existing site conditions, including contours, vegetation and water courses;

2. Proposed lot designs;

3. Approximate location and floor area of existing and proposed buildings or outlines of areas within which buildings may be located;

4. Location and size of all areas to be conveyed or reserved as common or open spaces or for public uses;

5. Existing and proposed circulation system of arterial, collector, and local streets; off-street parking, loading, and emergency access areas, points of access to public rights-of-way, and proposed ownership and maintenance of circulation routes;

6. Existing and proposed sidewalks, walking and bike paths;

7. Existing and proposed utility systems, including sanitary sewer, storm drainage, water, electricity, gas and telephone;

8. A general landscape plan.

9. A general grading plan;

G. Information on land area adjacent to the proposed development, indicating important relationships between the proposal and surrounding land uses, circulation systems, public facilities and natural features;

H. Any additional information which may be required by the Director to evaluate the character and impact of the planned development.

17.62.050 – Site development.

~~Prior to construction of site improvements and structures in a PD district, detailed plans shall be submitted to the director of resource management for checking and approval to ensure reasonably close conformity with the approved conceptual development plans and with the intent of this section. The decision of the director of resource management may be appealed to the planning commission, as specified in Section 17.94.060.~~



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**Amend section 17.62.060 "Required findings" to read in its entirety as follows:**

17.62.060 - Required findings. The approving body may approve a Planned Development rezone only after first making all of the following findings:

1. The project is consistent with the General Plan and any applicable specific plan;
2. The project complies with all applicable development standards including those modified by the PD rezoning;
3. The modifications to the development standards are necessary and appropriate to accommodate the superior design of the proposed project, its compatibility with adjacent land uses, and its successful mitigation of environmental impacts;
4. All affected public facilities, services, and utilities are or will be adequate to serve the proposed project;
5. The location, size, site planning, building design features, and operating characteristics of the project are suited to and compatible with the site and surrounding area;
6. The site has or will have adequate access to public streets and emergency ingress and egress points with adequate capacity to accommodate the quantity and type of traffic expected to be generated by the use; and
7. The establishment, maintenance, or operation of the proposed project will not, in the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity of the proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

~~17.62.060 – Modifications.~~

~~Modifications to approved plans and statements of detailed plans may be permitted in a PD district if a use permit is issued.~~

**Amend section 17.62.070 "final development plan" to read in its entirety as follows:**

17.62.070 – Final development plan.

A. Within two years of approval or conditional approval of the Planned Development district, and prior to construction of improvements and structures, the applicant shall file with the director a final development plan. At his/her discretion and for good cause, the director may extend the time for filing the final development plan for a period or periods not exceeding a total of three additional years.

B. The final development plan shall be based upon those items from Section 17.62.050 (Preliminary development plan) and shall provide detailed plans and descriptions addressing proposed division of land,

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the type, size, location and use of all buildings and improvements, preliminary elevations of structures, including residential buildings, grading and drainage improvement plans, and so on.

C. The director shall review the final development plan for substantial conformity to the approved preliminary development plan, and shall approve, conditionally approve or deny the final development plan. The Director shall notify the applicant of his/her decision within 60 days of filing. The decision of the Director

D. No land division may be undertaken and no construction begun within an area with an approved Planned Development district until a final development plan has been approved.

**Amend section 17.62.080 "Planned development district, operational date" to read in its entirety as follows:**

17.62.080 – Planned development district, operational date. The terms of an approved Planned Development district shall become operational only upon recordation of a final or parcel map implementing the planned development, or, where a final or parcel map is not part of the planned development, when the final use permit is approved or final development plan is approved by the Director, Planning Commission or Board of Supervisors as applicable.

**Amend section 17.62.090 "Modification of approved development plans" to read in its entirety as follows:**

17.62.090 - Modification of approved development plans.

A. Minor differences between approved development plans and construction plans may be allowed by the director.

B. Modifications to approved development plans (preliminary or final) such as changes in the size and position of buildings, the number, area or configuration of lots, landscape treatment, phasing, and the like, may be permitted if a use permit is issued in accordance with section 17.92.020.

C. Modifications such as substantial changes in proposed land uses, substantial increase or decrease in overall residential density, changes in the approved mandatory project features without a similar, equivalent feature, and similar changes may only be accomplished by amendment to the approved PD district through reapplication and submittal of a new preliminary development plan in conformance with section 17.92.080 and this chapter.

**Amend section 17.62.100 "Revocation of PD district zoning" to read in its entirety as follows:**

17.62.100 - Revocation of PD district zoning.

If a final development plan is not filed with the Director in the time specified in this chapter including any approved extension period, the Planning Commission and Board of Supervisors may remove the PD district zoning according to the procedure for county-initiated zone amendments in section 17.92.080.

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## SECTION 25

Chapter 17.64 Unclassified (U) District is amended as follows:

### **Amend section 17.64.020 "Permitted uses" to read in its entirety as follows:**

17.64.020 - Permitted uses. The following uses are permitted outright in the unclassified (U) district:

- A. One-family residence, except that in areas designated by the general plan as commercial (C), industrial (I) or mineral resource (M) residential uses shall be subject to the provisions of the zoning district most appropriate for the site as determined by the Director;
- B. All agricultural and timber management uses permitted without a use permit in the A-1, TL and TP districts, if the property is ten acres or smaller. If the parcel is larger than ten acres, the agricultural and timber uses permitted are those agricultural and timber uses permitted without a use permit in the EA, TL and TP districts;
- C. Any parcel designated for open space (N-O) in the general plan shall comply with the standards of the open space (OS) district as defined in Chapter 17.16;
- D. Any parcel designated as mixed use (MU) in the general plan shall comply with the standards of the mixed use (MU) district as defined in Chapter 17.54;
- E. Notwithstanding the provisions of Chapter 17.90 and Section 17.64.040, any mobile home lawfully installed without a foundation system prior to July 1, 1982, may be replaced within six months of its removal with another mobile home without a foundation system if all other requirements of law relating to the installation of mobile homes without a foundation system have been met.
- F. In areas where a one-family residence is allowed outright, the following related uses shall also be permitted:
  - 1. Supportive housing;
  - 2. Transitional housing;
  - 3. Small family day care home;
  - 4. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);

### **Amend section 17.64.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.64.025 - Uses requiring a zoning permit. The following uses are permitted in the U district if they are accessory to a permitted one-family residence ~~or mobile home (and the mobile home has an approved administrative permit, unless the mobile home was legally installed before an administrative permit was required),~~ if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;

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~~B. Senior citizen residence;~~

C. Guest house;

~~D. Servant's quarters;~~

E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure;

F. Outdoor auction of heavy equipment and trucks if the site is in a commercial (C) or industrial (I) general plan land use classification;

G. Seasonal sales of pumpkins and Christmas trees when conducted separately from a legally established use in a commercial (C) or mixed use (MU) general plan land use classification.

H. Second one-family residence subject to the provisions of Section 17.88.135.

**Amend section 17.64.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.64.030 - Uses requiring an administrative permit. The following uses are permitted in the U district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.325:

A. A mobile home, in lieu of a permitted one-family residence;

B. The following uses, if they are accessory to a permitted one-family residence or mobile home, ~~and the mobile home has an approved administrative permit, unless the mobile home was legally installed before an administrative permit was required:~~

1. Family care residence,

2. Home occupation with customer vehicle trips,

3. Small family day care home or Large family day care home,

4. Bed and breakfast guest facility,

~~5. Farm labor quarters,~~

~~6. In a commercial or industrial general plan land use designation, a one family residence may be permitted when part of and subordinate to the main building in which the industrial use exists, and the residence is inhabited by the owner or operator of the industrial use, or a paid caretaker or night watchman. The residence may be detached if the applicant demonstrates that there is a health or safety concern or an applicable fire or building code regulation which makes an attached residence infeasible. In the case of an industrial use that does not utilize permanent structures, a mobile home may be temporarily installed. The mobile home shall be removed when permanent structures are placed on the site or when the industrial use ceases.~~

**SECTION 26**

Chapter 17.78 Design Review (DR) District is amended as follows:

**Amend section 17.78.010 "Purpose" to read in its entirety as follows:**

17.78.010 - Purpose.

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A. The design review (DR) district is intended to be combined with any principal district for one or more of the following purposes:

1. To protect areas having unique environmental, physical, historical or scenic features;
2. To promote ~~development which~~ design and architectural features that are consistent with adopted community design guidelines for the area or general design review standards, as applicable ~~a variety of amenities and design features~~;
3. To encourage ~~creative~~ integrated approaches to the use of land and related physical development;
- ~~4. To obtain the advantages of coordinated, flexible, comprehensive, long-range planning;~~
- ~~45.~~ To ensure compatibility with surrounding land uses;
- ~~56.~~ To protect the public's health and safety.

B. The regulations of this district prevail over any conflicting regulation of any principal district with which this district is combined.

**Amend section 17.78.015 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.78.015 - Uses requiring administrative permit. If a commercial use is conducted within ~~an existing~~ commercial building, and the use is permitted outright or with an administrative permit in the principal district, the use is permitted in the DR district if an administrative permit is issued. ~~Any new building, expansion of the floor area of an existing building, or conversion of a residence to a commercial use shall require a use permit.~~

**Amend section 17.78.020 "Uses requiring a use permit" to read in its entirety as follows:**

17.78.020 - Uses requiring use permit. The uses permitted ~~outright and those permitted~~ with a ~~zoning, administrative or~~ use permit in the principal district are permitted in the DR district if a use permit is issued. ~~, except as provided in Section 17.78.015.~~

**Amend section 17.78.030 "Site development standards" to read in its entirety as follows:**

17.78.030 - Site development standards.

- A. Site development standards in the design review (DR) district shall, in the aggregate, meet or exceed the standards prescribed by the regulations for the principal district.
- B. Each DR district shall be provided design review guidelines which direct the implementation of objectives for the district. In cases where there are no adopted ~~countywide or~~ community design guidelines for an area, the following general design review standards shall be met:
  1. A design theme is prepared and established which takes into account the relationship of the project to the surrounding area, including, but not limited to the proposed project's visual appeal and character, scale of development and sense of proportionality, building size and

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dimension, mix and pattern of color and architectural variation, lighting, signing and other physical relationships affecting appearance between various architectural styles found in and around the development;

2. Landscaping, consistent with the design theme, is provided which meets or exceeds the minimum standards in section 17.84.040 and provides shading over ~~fifty~~ thirty percent, or more, of parking and pedestrian areas within the project within ten years after completion of the project.

## SECTION 27

Chapter 17.83 Density Bonus is amended as follows:

**Amend section 17.83.010 "Purpose" to read in its entirety as follows:**

17.83.010 - Purpose. This chapter is intended to establish policies ~~which~~ that implement state housing law under California Government Code sections 65915 through 65918, to facilitate the development of affordable housing to serve families of moderate and less-than-moderate incomes ~~a variety of economic needs~~ within the county through density bonus and other incentives. ~~In order to encourage the provision for lower- and very low-income housing, the county shall provide to developers/property owners who agree to meet the requirements which are established by this chapter a density bonus and additional incentives if it is found that it is necessary for affordability, or provide other incentives of equivalent financial value.~~ The regulations set forth in this chapter shall apply countywide.

**Delete section 17.83.020 "Definitions" in its entirety.**

**Amend section 17.83.030 "Implementation" to read in its entirety as follows:**

17.83.030 - Implementation.

- A. Pursuant to Government Code Section 65915 and following, the County shall grant an applicant for a qualifying housing development who seeks a density bonus either (1) a density bonus, the amount of which shall be as specified in subdivision (f) of Government Code section 65915, or (2) a density bonus with one or more additional incentive(s) as described in subdivision (d) of Government Code section 65915, waivers or reductions in development standards, and/or reductions of parking ratios as described in subdivisions (e) and (p) of Government Code section 65915. In accordance with Government Code Section 65915, the board of supervisors shall grant either (1) a density bonus and an additional concession or incentive, unless determined unnecessary for affordability, or (2) provide an incentive of equivalent financial value. The increase in density must be at least twenty five percent over the maximum density authorized by the county general plan.
- B. As part of the approval process, a binding density bonus agreement between the County and the property owner, must be recorded with the County recorder, which agreement sets forth the conditions and terms to be met in the implementation of the density bonus law requirements and the requirements of this chapter. The agreement will also establish compliance standards and remedies available to the county should the developer/property owner fail to make or maintain

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~~the identified residential units accessible to the intended households for the term specified in the agreement. Unless otherwise provided, the agreement shall be recorded as a covenant on the property on which the designated affordable dwelling units will be constructed, which covenant shall run with the land. In accordance with Government Code Section 65915 the board of supervisors shall grant either (1) a density bonus and an additional concession or incentive, unless determined unnecessary for affordability, or (2) provide an incentive of equivalent financial value. The increase in density must be at least twenty-five percent over the maximum density authorized by the county general plan.~~

~~BC. To be eligible for a density bonus in accordance with this chapter, an applicant must agree to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this chapter, that will contain at five or more dwelling units and any one of the following: In order to qualify for this bonus, a housing project must consist of five or more dwelling units and meet one or more of the following criteria:~~

~~1. A minimum of Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code;~~

~~2. A minimum of Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code;~~

~~3. A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code;~~

~~4. Ten percent of the total dwelling units in a common interest development, as defined in Section 4100 of the Civil Code, for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase;~~

~~5. Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.~~

~~1. At least twenty percent of the total units allowed by the maximum permitted density are designated for lower income households as defined in Section 50079.5 of the Health and Safety Code; or~~

~~2. At least ten percent of the total units allowed by the maximum permitted density are designated for very low income households as defined in Section 50105 of the Health and Safety Code; or~~

~~3. At least fifty percent of the total units allowed by the maximum permitted density are designated for senior citizens.~~

~~C. To be eligible for a density bonus, the developer/property owner must sign a binding agreement with the county which sets forth the conditions and guidelines to be met in the implementation of the~~



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~~density bonus law requirements. The agreement will also establish specific compliance standards and remedies available to the county upon failure by the developer/property owner to make units accessible to intended households.~~

**Amend section 17.83.040 "Application" to read in its entirety as follows:**

17.83.040 - Application.

- A. ~~In order to~~ apply for a density bonus, the developer/property owner shall submit to the county a written proposal for a project pursuant to this chapter. If appropriate, the application shall be submitted in conjunction with a subdivision application or use permit application. Otherwise, the application shall ~~stand alone be submitted prior to application for a building permit.~~ The proposal shall ~~include at least the following information: specify the number, type, location, size of housing units, and a construction schedule.~~

1. Identification of the qualifying category and amount of density bonus requested in accordance with this chapter and Government Code section 65915 and following, and the total number of units proposed for the housing development, including the number of designated affordable units.
2. A description of the household income or special needs group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing costs consistent with U.S. Department of Housing and Urban Development ("HUD") Guidelines.
3. Adequate information to determine the project cost per unit of the proposed development, including but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the County.
4. The projected sales price or rental rates, and marketing plan for the affordable units.
5. The location, unit sizes (square feet), and number of bedrooms of the designated affordable dwelling units.
6. Proposed tenure of the use restrictions for designated affordable dwelling units as required by this section and Government Code Section 65915.
7. A schedule for completion and occupancy of the designated affordable dwelling units, which must be phased in in proportion to the rest of the development.
8. A description of the additional incentives or concessions, if any, being requested, with information supporting the premise that additional incentives or concessions are necessary to make the units affordable and the overall project viable.
9. Other provisions to ensure successful implementation and compliance with this section and Government Code Section 65915.



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- ~~B. The written proposal shall consist of adequate information to determine the project cost per unit of the proposed development. This will include, but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the county.~~
- ~~C. The county shall, within ninety days of receipt of a completed written proposal, notify the developer/property owner in writing of whether it shall:~~
  - ~~1. Grant a density bonus; and~~
  - ~~2. Grant additional concessions or incentives; or find that additional incentives are not necessary for affordability; or~~
  - ~~3. Provide other incentives of equal financial value.~~

**Add section 17.83.045 "Processing a density bonus request" to read in its entirety as follows:**

17.83.045 - Processing a density bonus request. Once a complete proposal is received by the County, the following procedures shall be followed:

A. Permit requirement.

- 1. Where a density bonus request is part of a project that includes an application for a use permit or tentative or parcel map, the density bonus proposal along with the density bonus agreement shall be processed and considered by the Planning Commission concurrently with the use permit or map application in the manner prescribed for the use permit or map application. However, (1) the planning commission shall render its decision in the form of a written resolution, which shall include a recommendation to the board of supervisors for action on the application with the density bonus, the reasons for the recommendation, the relationship of the application to the general plan and any applicable specific plan, and findings as required by this section; (2) the Director of Resource Management shall cause a report of the Planning Commission's action to be filed with the Clerk of the Board within ten working days after the Planning Commission's decision; (3) upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for public hearing before it and shall consider the use permit or tentative or parcel map application along with the proposed density bonus in accordance with section 17.92.020(G) or 15.08.085 as applicable; (4) the board of supervisors may continue any hearing to a specific time, date, and place without further public notice; (5) The board of supervisors shall conduct a "de novo" review of the Planning Commission's decision and shall review the report of the Planning Commission's action and any additional relevant information that may have been received at the hearing before the board of supervisors; (6) the board of supervisors may, in its discretion, refer any application back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. The board of supervisors may also impose additional conditions; (7) following approval by the Board, the density bonus agreement shall be recorded with the County Recorder concurrently with the final or parcel map, or at the time the use permit is issued.
- 2. Where a request for a density bonus is a stand-alone request, the proposal shall be submitted to the Director, with all required fees. Once accepted as complete, the Director shall present the proposal to the Planning Commission whose decision shall be rendered in the form of a written resolution, which shall include findings as required by this section and a recommendation to the board of supervisors for action on the request. Upon receipt of the

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report of the Planning Commission's action, the board of supervisors shall set the matter for consideration before it. A noticed public hearing shall not be required for either the Planning Commission or the Board of Supervisors. The board of supervisors may, in its discretion, refer any request back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. Following approval by the Board, the density bonus agreement shall be recorded with the County Recorder.

B. Findings for approval. The approval of a density bonus and other incentives and concessions shall require that the review authority first make all the following findings:

1. The residential development will be consistent with the General Plan,
2. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities.
3. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this chapter and state housing law.
4. Remain affordable for the required time period.

**Amend section 17.83.050 "Additional incentives" to read in its entirety as follows:**

17.83.050 - Additional incentives or concessions.

An applicant for a density bonus may submit a request for specific incentives or concessions as listed, and may request a meeting with the County staff prior to submitting the development application. The Director shall grant an incentive or concession request that complies with the requirements of this section and state law, unless the Board of Supervisors states in writing, based on substantial evidence, the findings established in Government Code Section 65915(d)(1)(A), 65195(d)(1)(B), or 65915 (d)(1)(C). The following are allowed incentives or concessions that can be made for projects qualifying under this section:

A. Number of Incentives. The applicant shall receive other concessions or incentives, as listed in subsection B of this section, which significantly contribute to the economic feasibility of the qualifying development project. The number of concessions or incentives will be determined by Government Code Section 65915(d)(2).

B. Types of Incentives. Additional concessions or incentives which the County may provide include, but are not limited to any of the following, as established in Government Code Section 65915(k).

1. A reduction in site development standards or a modification of architectural design requirements that exceed the minimum State of California Building Standard pursuant to California Government Code Section 65915(k);
2. A modification of zoning ordinance or design standards requirements that result in identifiable cost reductions that exceed the minimum State of California Building Standards pursuant to California Government Code Section 65915(k), including but not

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limited to a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required;

3. Approval of mixed-use zoning in conjunction with the housing project, if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project; and
4. Any other incentive or concession proposed by the Developer or the County that results in an identifiable, financially sufficient, and actual cost reductions.

~~17.83.050 – Additional incentives. The county may grant additional concessions or incentives to the developer/property owner if it is found that the project with the proposed lower income units would not be feasible without the incentives. Such concessions could include:~~

- ~~A. A modification of development standards pertaining to building height, open space, lot size requirements, street access, off-street parking, landscaping, fencing, or off-site improvements;~~
- ~~B. Approval of mixed use zoning within the housing development, such as allowing nonresidential use along with residential. Such allowance shall only be permitted if it is consistent with the county general plan.~~

**Amend and rename section 17.83.060 "Requirements for participation" to read in its entirety as follows:**

17.83.060 - Density Bonus Agreement.

- A. Agreement Required. An applicant requesting a density bonus shall enter into a recordable density bonus agreement ("agreement") with the County in a form approved by the County Counsel. The executed agreement shall be recorded on the property designated for the construction of the designated affordable units. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.
- B. Project Information: The agreement shall include at least the following information about the project:
  1. Identification of the qualifying category and amount of density bonus requested in accordance with this chapter and Government Code section 65915 and following, and the total number of units proposed for the housing development, including the number of designated affordable units.
  2. A description of the household income or special needs group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing costs consistent with U.S. Department of Housing and Urban Development ("HUD") Guidelines.

3. Adequate information to determine the project cost per unit of the proposed development, including but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the County.
4. The projected sales price or rental rates, and marketing plan for the affordable units.
5. The location, unit sizes (square feet), and number of bedrooms of the designated affordable dwelling units.
6. Proposed tenure of the use restrictions for designated affordable dwelling units as required by this section and Government Code Section 65915.
7. A schedule for completion and occupancy of the designated affordable dwelling units, which must be phased in in proportion to the rest of the development.
8. A description of the additional incentives or concessions, if any, being requested, with information supporting the premise that additional incentives or concessions are necessary to make the units affordable and the overall project viable.
9. Other provisions to ensure successful implementation and compliance with this section and Government Code Section 65915.
10. A description of the additional incentives and concessions being provided by the County, if any.
11. A description of the compliance standards and remedies available to the county should the developer/property owner fail to make or maintain the identified residential units accessible to the intended households for the term specified in the agreement.
12. Other provisions to ensure successful implementation and compliance with this Section and Government Code Section 65915.
  - a. Minimum Requirements. The agreement shall provide, at a minimum, that:
    - 1) The Developer shall give the County the continuing right-of-first-refusal to lease or purchase any or all the designated low income or affordable dwelling units at the appraised value.
    - 2) The deeds to the designated affordable dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interest for designated low income or affordable dwelling units without the written approval of the County.
    - 3) When providing the written approval, the County shall confirm that the price (rent or sale) of the designated low income or affordable dwelling unit is consistent with the limits established for low and very low income households, as published by HUD.

- 4) The County shall have the authority to enter into other agreements with the developer, or purchasers of the designated low income or affordable dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households.
  - 5) Applicable deed restrictions, in the form satisfactory to the County Counsel, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in the County seeking any and all remedies available by law.
  - 6) In any action taken to enforce compliance with deed restrictions, the County Counsel shall, if compliance is ordered by a court of law, take all action that may be allowed by law to recover all of the County's costs of action including legal services.
  - 7) Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.
  - 8) The designated low income or affordable dwelling units that qualified the housing development for a density bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the requirements of Government Code Section 65915(c).
- b. For-sale housing conditions: In the case of for-sale housing developments, the agreement shall provide for the following conditions governing the initial sale and use of designated low income or affordable dwelling units during the applicable restriction period:
- 1) A requirement that designated affordable dwelling units shall be owner-occupied by eligible households, or by qualified residents in the case of senior housing.
  - 2) Provisions as the County may require ensuring continued compliance with maintaining low income or affordable dwelling units in compliance with this section and State law.
  - 3) Terms for future sales and recapture of any equity to ensure continued affordability of dwelling units for the requisite time period, as prescribed by Government Code Section 65915(c).
- c. Rental Housing Conditions: In the case of rental housing development, the agreement shall provide for the following conditions governing the use of designated low income or affordable dwelling units during the restriction period:
- 1) The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated affordable dwelling units for qualified tenants.

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- 2) Provisions requiring owners to annually verify to the County tenant incomes and maintain books and record to demonstrate compliance with this section.
- 3) Provisions requiring owners to submit an annual report to the County, which includes the name, address, and income of each person occupying the designated affordable dwelling units, and which identifies the number bedrooms in each dwelling and monthly rent or cost of each unit.
- 4) The applicable use restriction shall comply with the time limits for continued availability in compliance with this section and Government Code Section 65915(c).
- d. Execution of agreement: Following Board of Supervisors approval of the agreement and execution of the agreement by all parties, the completed agreement shall be recorded on the parcels designated for the low income or affordable dwelling units, at the County Recorder's Office.
- e. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.
- f. The agreement shall be binding on all future owners, developer and/or successors-in-interest.

## SECTION 28

Chapter 17.86 Off-street Parking and Loading Regulations is amended as follows:

**Amend section 17.86.030 "When required" to read in its entirety as follows:**

17.86.030 - When required. Every building or manufactured or mobile home hereafter installed, constructed, or enlarged, ~~or structurally altered,~~ and every use of property hereafter inaugurated or expanded, shall be required to provide off-street parking and loading facilities, as specified by this chapter. The spaces shall be improved and installed prior to final building inspection or occupancy. When justified, a deferral of the required parking improvements may be approved, as set forth in the county development standards. All required off-street parking and loading spaces shall be maintained in good condition for the duration of the use that they are intended to serve.

**Amend section 17.86.060 "Compact car parking" to read in its entirety as follows:**

Compact vehicle parking may be provided at the following rate:

Total Parking Stalls	Maximum Compact Stalls
1 to 10 stalls	None

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11 to 30 spaces	<del>40</del> 15 percent of all spaces
31 to 100 spaces	<del>30</del> 35 percent of all spaces
101 or more spaces	30 spaces plus 40 percent of all spaces in excess of 100

**Amend subsection (A) "Parking requirements" of section 17.86.140 "Off-street parking standards" to read in its entirety as follows:**

**17.86.140 - Off-street parking standards.**

The following parking schedule applies in all zone districts. The required parking spaces are in addition to company operated vehicles. When computing the required number of off-street parking or loading spaces, a remaining fraction of one-half or more shall be deemed a whole unit of measurement; a remaining fraction of less than one-half will be disregarded.

**A. Parking requirements:**

Use	Off-street Parking Space Requirements
<u>Accessory dwelling unit</u>	<u>Refer to section 17.88.132</u>
Animal care facility	5 parking spaces per doctor.
Automobile service, including repair, body shop or service station	5 parking spaces exclusive of service bays, pumping areas, or auto storage areas.
Bowling alley	5 parking spaces for each bowling lane, plus 1 parking space for each 200 square feet of gross floor area devoted to accessory uses.
Business or trade school	1 parking space per 3 students, plus 1 space per employee.
Card room	1 parking space for each 2 seats in the play area, plus restaurant and bar parking.
Church, social hall, club, lodge, community center, theater, or other place of public assembly	1 parking space for each 4 seats in the principal seating area, or 1 parking space for every 40 square feet in the principal seating area, whichever is the greater, plus 1 passenger loading space.
Condominiums or townhouses	See "multifamily residences."
Convalescent hospital	1 parking space for each 3 beds.
Day care center	1 parking space for each 10 children, plus 2 other parking spaces, plus 1 passenger loading space.
<u>Large family day care home, large</u>	In addition to the required residential parking, 1 parking space, plus 1 passenger loading space.
<u>Emergency Shelters, Supportive and Transitional Housing serving seven or more residents</u>	<u>In addition to the required residential parking, one half (0.5) space for each bedroom housing a recipient of support services, rounded to the next highest whole number.</u>
Flea market	1 parking space for each 500 square feet of sales or display area, plus 1 per sales booth.



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Golf course	4 parking spaces per hole, plus required parking for accessory uses.
Guest house, <del>servant's quarters, or senior citizen residence</del>	1 space in addition to that required for the main residence.
Hotel, motel, boardinghouse, or bed and breakfast guest facility	1 parking space per guest room, plus 1 space per two employees, plus required parking for accessory uses.
Industry	1 parking space for each 1,000 square feet of manufacturing or warehousing area, or per employee, whichever is greater, plus 1 parking space for each 300 square feet of office area, plus 1 parking space for each 250 square feet of retail floor area, if retail sales are allowed.
Medical offices and clinic	1 parking space for each 250 square feet of gross floor area.
Mobile <u>or manufactured</u> home park	2 parking spaces per unit (tandem parking permitted), plus 1 guest parking space for each 4 units, plus 1 recreational vehicle parking space for each 5 units. <u>For mobile or manufactured home parks restricted to seniors only, 1 parking space per unit.</u>
Mortuary	1 parking space for each 4 seats in the principal seating area, plus 3 parking spaces; or 1 parking space for each 45 square feet in the principal seating area, whichever is the greater.
Motel	See "hotel."
Multifamily or group residence, condominiums or townhouses	1.5 parking spaces per <del>one-bedroom or studio</del> unit; <del>2 parking spaces per unit for two or more bedroom units</del> ; plus 1 guest parking space for each 5 units, plus 1 recreational vehicle parking space for each 10 units.* <u>Where such units are restricted to seniors only, or are developed at 20 or more units per acre and at least 20 percent of the units are restricted for affordable housing, 1 space per unit, plus guest and RV parking* as indicated above.</u>  <u>*Note: On-site RV parking spaces may be waived by the Director where there is an enforceable, binding prohibition against parking RVs on site.</u>
One-family or two-family residence	2 parking spaces per dwelling unit.
Personal services	1 parking space for each 200 square feet of gross floor area.
Professional office, including bank and other financial institution	1 parking space for each 300 square feet of gross floor area.
Research and development	1 parking space per 2 employees.
Residential facility for the elderly	½ parking space per unit, in addition to parking for other types of residences.
Restaurant (standard) or bar	1 parking space for each 250 square feet of gross floor area or 1 space for every 4 seats based upon the capacity of the fixed or movable seating area, whichever is greater.



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Restaurant (fast food)	1 parking space for each 50 square feet of gross floor area.
Retail:	
a. Enclosed — general retail	1 parking space for each 200 square feet of gross floor area.
b. Shopping center	1 parking space for each 275 square feet of gross floor area.
c. Enclosed — furniture, large appliance, carpet, piano, auto showroom or similar uses	1 parking space for each 500 square feet of retail floor area.
d. Open lot, including auto, boat, recreation vehicle and mobile home (does not include flea market or similar uses)	1 parking space for each 5000 square feet, not to exceed 5 spaces, plus 1 space for each 2 employees.
School:	
a. Grades K — 8	1 parking space per employee, plus 10 spaces.
b. Grades 9 — 12	1 parking space per 5 students, plus 1 space per 2 employees.
<del>Senior citizen residence</del>	<del>1 parking space per residence.</del>
<del>Convalescent hospital</del> <del>Skilled nursing/intermediate care facility</del>	1 parking space for each 3 beds.

**SECTION 29**

Chapter 17.88 Special Uses is amended as follows:

**Amend Article I Uses Permitted in All Districts as follows:**

**Amend section 17.88.060 "Agricultural accessory building" to read in its entirety as follows:**

17.88.060 - Agricultural accessory building. Agricultural accessory buildings, as defined in 17.02.105, are permitted ~~uses when accessory to a full-time or part-time agricultural use~~, provided the ~~size of the~~ property on which the building ~~(s)~~ is to be located is within a zone district that allows agricultural use by right, and the parcel meets the minimum acreage requirements for the zone district. ~~full-time agricultural operations, as described in columns 1, 2 and 4 of Table 17.06.060.~~

**Amend section 17.88.070 "Assemblage of people" to read in its entirety as follows:**

17.88.070 - Assemblage of people. Except in R-1, R-2, R-3, RM and MHP districts, circuses, carnivals, open air theaters, race tracks, boat races or similar uses involving temporary or intermittent assemblages of people, automobiles or boats, and that do not involve permanent structural improvements, may be permitted if an administrative use permit is issued in each case ~~(not including fraternal or service groups)~~, and it is determined that the proposal will not adversely impact surrounding properties.

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**Amend Article II Uses Permitted with a Residence or in Selected Residential Districts as follows:**

**Amend section 17.88.120 "Generally" to read in its entirety as follows:**

17.88.120 - Generally. There are certain land uses which, because of their characteristics, are permitted in residential areas, provided they meet appropriate standards. The uses described in this article may be permitted in conjunction with residential uses, subject to the criteria and limitations specified herein.

**Delete subsection (B) Definitions and renumber subsections (C), (D), (E), and (F) of section 17.88.132 "Accessory dwelling units."**

**Renumber and amend subsection (C) "Applicability" of section 17.88.132 "Accessory dwelling units" to read in its entirety as follows:**

~~CB.~~ Applicability. Subject to all applicable provisions of this section, An aAccessory dwelling unit may be established in any zone district which permits a one-family residence by right, and in the Mixed Use (MU) district provided that all required permits have been secured for the one-family residence. ~~subject to all applicable provisions of this section.~~

**Renumber subsection (D) "General Provisions" and amend subsection 1(a) of section 17.88.132 "Accessory dwelling units" to read in its entirety as follows:**

~~DC.~~ General Provisions. If the provisions of this section conflict with other provisions of the County Code, the provisions of this section shall govern. The following general provisions shall apply to Accessory Dwelling Units:

1. Number of Units. There shall be no more than one accessory dwelling unit per legal lot.

a) An accessory dwelling unit shall not be permitted on lots which have a guest house, ~~senior citizen residence, servant's quarters, or a~~ family care residence ~~or a second one family residence.~~

**Amend subsection (A) of section 17.88.140 "Residential accessory buildings" to read in its entirety as follows:**

17.88.140 - Residential accessory buildings.

A. Residential accessory buildings are buildings which are subordinate to and commonly associated with a residence, including, but not limited to: private garages, carports, covered awnings, greenhouses, and private storage buildings. As used in this section, residential accessory buildings include the terms "residential accessory structure" and "accessory structure." This section does not apply to family care residences, accessory dwelling units, senior citizen residences, guest houses, servant's quarters, or any other buildings permitted and approved for human occupancy, or to agricultural buildings as ~~defined in Section 17.02.105~~ permitted by section 17.88.060.

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**Delete section 17.88.180 "Senior citizen residence" in its entirety.**

**Delete section 17.88.190 "Servant's quarters" in its entirety.**

**Amend section 17.88.205 "Home occupation with customer vehicle trips" to read in its entirety as follows:**

17.88.205 - Home occupation with customer vehicle trips. A home occupation with customer vehicle trips may be established on a lot, in addition to a permitted residential use, provided the home occupation meets all criteria of subsections A through E of Section 17.88.175, and customer vehicle trips do not exceed the following:

- A. If the lot is one acre or less in size, up to ~~four~~six customer vehicle trips may be permitted daily;
- B. If the lot is larger than one acre in size, up to ~~eight~~ten customer vehicle trips may be permitted daily.

**Amend section 17.88.215 "Large family day care home" to read in its entirety as follows:**

17.88.215 - Large family day care home. A large family day care home may be established on a lot, in addition to a permitted residential use if an administrative permit is issued, and provided:

- A. The maximum number of children or adults at any time shall be ~~twelve~~fourteen (14). This includes the licensee's children and assistant's children under the age of ten and all other children under the age of eighteen;
- B. It may be located in a one-family residence ~~or mobile home~~;
- C. It shall not be located within five hundred feet driving distance of another large family day care home;
- D. No signs are permitted;
- E. All fire safety requirements shall be met, including a fire safety clearance by the State Fire Marshal;
- F. A parking and loading area shall be provided, as specified in Chapter 17.86, except the loading area may be located in a front or side yard that typically is used as a driveway that leads to a garage or parking area. The parking and loading area shall be improved with at least four inches of gravel or cinders;
- G. It shall have frontage on, and access off of, a ~~paved~~ road that meets all applicable standards. Roads that are constructed for this project shall meet adopted county standards. Existing paved roads, including public roads, shall meet all safety and capacity criteria. If determined to be deficient, improvements to the road may be required.

**Delete section 17.88.220 "Mobile homes in an unclassified district" in its entirety.**

**Delete section 17.88.235 "Farm labor quarters" in its entirety.**

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**Amend Article III Other Special Uses as follows:**

**Add section 17.88.275 "Emergency shelters" to read in its entirety as follows:**

17.88.275 Emergency shelters. Emergency shelters are permitted outright in the Commercial-Light Industrial (CM) district and shall comply with all objective standards identified in Government Code Section 65583 (a) ((4), and the Shasta County Code, that include, but may not be limited to the following:

1. Off-street parking as provided under Section 17.86 of this Code.
2. Shall not be located closer than three hundred (300) feet of any other emergency shelter, unless such other emergency shelter is located within the same building or on the same lot.
3. There shall be adequate receiving and reception space inside the structure such that prospective and current residents are not required to wait on sidewalks or any other public rights-of-way.
4. There shall be a gated and fenced outdoor area.
5. Lighting shall be provided for appropriate surveillance subject to approval of the Sherriff's Department, and provided that such light does not cause light or glare on adjacent properties and uses.
6. A management plan is required for all emergency shelters to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and approved by the Director prior to establishing the emergency shelter. Minimum standards and practices in the plan shall be as follows:
  - a. The Emergency Shelter shall be operated by a responsible agency or organization, with experience in managing or providing social services.
  - b. The Emergency Shelter shall have an identified administrator and representative to address community concerns.
  - c. The Emergency Shelter shall provide at least one responsible onsite supervisor at all times for every ten occupants.
  - d. Residents shall be regularly evaluated by persons experienced in emergency shelter placement and/or management.
  - e. The program shall identify a transportation system that will provide its clients with a reasonable level of mobility including, but not limited to, access to social services and employment opportunities.
  - f. First aid and CPR assistance, training, counseling, and personal services essential to enable homeless persons to make the transition to permanent housing shall be

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provided. Services may include providing meals, as incidental to the operation of an Emergency Shelter.

g. Referral services shall be provided to assist residents in obtaining permanent housing and income. Such services shall be available at no cost to residents of a shelter.

h. Emergency Shelters shall be maintained in a safe and clean manner and free from refuse or discarded goods.

**Amend section 17.88.280 "Storage of mobile homes, recreational vehicles, sea vans, cargo containers or truck trailers" as follows:**

17.88.280 - Storage of mobile and manufactured homes, recreational vehicles, sea vans, cargo containers or truck trailers.

A. A mobile or manufactured home shall not be placed on a lot until a mobile or manufactured home installation permit is issued. A mobile or manufactured home shall not be stored on a lot, unless the lot is a legally established commercial storage yard or a mobile or manufactured home sales lot.

## **SECTION 30**

Chapter 17.92 Applications and Procedures is amended as follows:

**Amend subsection (F) of section 17.92.020 "Use permits" to read in its entirety as follows:**

17.92.020 - Use permits.

F. Except as provided in subsection (G) of this section, ~~T~~he planning commission may approve, conditionally approve or deny approval of the application by resolution. A resolution approving a use permit application shall clearly describe the uses permitted, set forth all conditions of approval, and identify which conditions, if any, must be met prior to use of the use permit. No use permit shall be granted unless findings of fact are made that the establishment, maintenance or operation of the use, building or facilities applied for will not, under the circumstances of the particular use, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the county; provided, if any proposed use, building or facility is necessary for the public health, safety or general welfare, the findings shall so state. The planning commission may require security it deems reasonably necessary to ensure compliance with any conditions imposed.

**Add subsection (G) of section 17.92.020 "Use permits" to read in its entirety as follows:**

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G. Where a use permit approval requires or is accompanied by an application to amend the zoning plan or the general plan, (1) the planning commission shall render its decision in the form of a written resolution, which shall include a recommendation to the board of supervisors for action on the application, the reasons for the recommendation, and the relationship of the application to the general plan and any applicable specific plan. A recommendation to approve a use permit application shall clearly describe the uses permitted, set forth all conditions of approval, and identify which conditions, if any, must be met prior to use of the use permit; (2) The Director of Resource Management shall cause a report of the Planning Commission's action to be filed with the Clerk of the Board within ten working days after the Planning Commission's decision; (3) Upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for public hearing before it and shall consider the use permit application along with the proposed amendment(s) to the zoning plan or the general plan in accordance with section 17.92.080. The board of supervisors may continue any hearing to a specific time, date, and place without further public notice; (4) The board of supervisors shall conduct a "de novo" review of the Planning Commission's decision and shall review the report of the Planning Commission's action and any additional relevant information that may have been received at the hearing before the board of supervisors; (5) The board of supervisors may, in its discretion, refer any application back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. The board of supervisors may also impose additional conditions.

**Renumber subsections (G), (H), (I), and (J) of section 17.92.020 "Use permits" as follows:**

- ~~G~~H. The granting of any use permit may be conditioned upon the dedication of land or the posting of a bond to guarantee the installation of public improvements, provided the dedication or public improvements are reasonably related to the use for which the use permit is granted. Every use permit granted under this section is revocable. Any use permit granted under this section may be limited by the B.A.R. or planning commission to a term set when the use permit is granted. The establishment, maintenance or operation of any use under this section shall cease at the end of the term, if any, of the use permit. No use permit granted under this section may be renewed, but a new use permit may be granted upon terms and conditions appropriate at the time of such grant.
- ~~H~~I. After the time for filing an appeal has expired, or if an appeal is timely filed, after the decision on the appeal, the director of resource management shall mail or deliver to the applicant or his agent a copy of the executed resolution on the decision. A resolution approving or affirming the approval of or reversing the disapproval of a use permit application shall constitute the use permit and shall permit the applicant to engage in the use or undertake the activity described, provided any precedent conditions imposed under subsection E of this section or on appeal have first been met.
- ~~I~~J. No building permit or mobile home installation permit for which a use permit is required shall be issued until the time to appeal approval of the use permit has expired, or in case of appeal, until the approval has been affirmed or the disapproval has been reversed by the board of supervisors.

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JK. Any use permit, including the term of the permit and conditions of approval, may be amended upon a showing of good cause by any interested party or by the planning commission on its own motion. The provisions of subsections A through F of this section shall apply to any amendments proposed by an interested person. The provisions of subsections C through F of this section shall apply to any amendment initiated by the planning commission. (Ord. 95-3 § 97, 1995; prior code § 5.05.020)

**Add section 17.92.025 "Use permits - modification" to read in its entirety as follows:**

17.92.025 Use permits – modification. As provided in this section, upon application by the permit holder, an approved use permit or its conditions of approval, may be modified if the approving agency finds there are changes in circumstances that justify the modifications.

A. Minor modification. A minor modification to an approved use permit may be approved by the Director if the proposed modification meets all of the following criteria:

1. The modification complies with all existing conditions of approval and does not trigger the need for any new or amended conditions of approval.
2. Any separate approvals or permits, such as a building permit, grading permit or encroachment permit are obtained.
3. The modification is compatible with existing approved uses and reasonably fits within the scope and scale of the approved use(s).
4. The modification does not introduce new, unanalyzed environmental effects (dust, noise, light, traffic, etc.) or would be of greater land use intensity than the approved use(s).
5. The modification does not add to the existing overall floor area of approved structures, through additions or new structures, by more than fifteen (15) percent.
6. Any added new uses to an existing Use Permit are allowed by right in the zone district, and the new uses are compatible with the existing approved uses and can be accommodated on the site in accordance with section 17.94.040.

Exceptions to the listed criteria may be approved by the Director with a recommendation from the staff planner and the planning manager. Any decision of the Director may be appealed to the Planning Commission in accordance with section 17.92.050(G).

B. Amendment. An amendment to an approved use permit shall be required and referred to the approving agency (Planning Commission or Board of Supervisors, as applicable) if any of the following apply:

1. The proposed changes would not comply with one or more of the existing conditions of approval, or triggers the need for new or revised conditions of approval.

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2. The proposed changes would introduce new, unanalyzed environmental effects (dust, noise, light, traffic, etc.) or would be of greater land use intensity than the approved use(s).
3. The proposed changes would add new uses that otherwise require a zone permit, administrative permit or use permit in the particular zone district.

A use permit amendment shall be processed in the same manner as a use permit in accordance with sections 17.92.020 through 17.92.040 inclusive, but the hearing before the approving agency shall be confined to consideration of and action on the proposed modifications or amendment and related conditions of approval as may be appropriate.

## SECTION 31

Chapter 17.94 Administration and Enforcement is amended as follows:

**Amend section 17.94.030 "Zone district land use interpretation" to read in its entirety as follows:**

17.94.030 -- Determination of similar use; Zoning plan interpretation; ~~Zone district II~~ and use verification interpretation.

- A. Determination of similar use. Any land owner may submit an application for a determination of similar use on his/her property, along with all applicable fees. Where a proposed land use is not specifically listed by the applicable zone district within which the property proposed for the use is located, the director of resource management may determine that the proposed use is- may be permitted~~a permitted use, or the use is permitted if a use permit is first secured~~, if the following findings are made:

1. The proposed unlisted use is similar in character and impact to a listed use; and
2. The proposed use will be treated in the same manner as the listed use including determining where it is allowed, what permits are required, and what standards affect its establishment.

The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.

- B. Zoning plan interpretation. Any member of the public may submit a written request for interpretation of the zoning plan. The request shall be submitted to the Director in the form of a letter, or on a form prescribed by the Director, and shall include reference to the sections of the zoning plan that are the subject of the request, along with an explanation of the circumstances leading to the request, and any other relevant information the applicant would like to be considered, along with all applicable fees. The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.
- C. Land use verification. Any land owner may submit a written request for verification of the status of an existing land use, or the land uses that would be permitted on his/her property, or any



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similar verification. The request shall be submitted to the Director in the form of a letter, or on a form prescribed by the Director, and shall include a description of the particular land use of concern, the circumstances related to the land use, such as any permit or other entitlement approved for the subject land use or the property, and any other relevant information the applicant would like to be considered, along with all applicable fees. The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.

~~BD. The decision of Appeal.~~ Any Determination, interpretation, or verification made in writing by the director of resource management may be appealed to the planning commission in accordance with subsection C of Section 17.94.060.

**Amend section 17.94.040 "Combining uses" to read in its entirety as follows:**

17.94.040 - Combining uses.

- A. More than one permitted use may be permitted on one lot in any zone district, provided there is no conflict between the uses, and further provided that ~~the any~~ applicable permits, including permits for a change of occupancy, are secured and all zone requirements and county development standards are met. ~~Each use must meet the lot area requirements without using the lot area requirements of another use.~~
- B. On lots for which a use permit has been approved, ~~the only uses allowed are those specifically described by the use permit.~~ additional uses permitted outright in the particular zone district may be allowed outright provided the criteria in subsection (A) are met. Additional uses requiring a zoning permit, administrative permit or use permit may be added through minor modification or amendment to the existing use permit in accordance with section 17.92.025.

**Amend subsection (C) "Enforcement authority" of section 17.94.060 "Administrative enforcement" to read in its entirety as follows:**

17.94.060 - Administrative enforcement.

**C. Enforcement Authority.**

1. The ~~planning d~~Director (or designee) is the enforcing officer for the provisions of this title. The Shasta County Sheriff (or designee) may also serve concurrently as an enforcing officer for the provisions of this title with the approval of the Shasta County Sheriff and the ~~planning d~~Director. Nothing in this provision shall be construed to limit the authority provided to the Shasta County Sheriff by state or federal law.
2. Any administrative decision of the ~~d~~Director ~~of resource management~~ regarding the interpretation of the provisions of this title or any condition of approval imposed pursuant to this division shall be made in writing whenever requested by any person, in writing, interested in the interpretation. The written interpretation shall be delivered personally or by mail to that person.
3. The director's decision may be appealed to the planning commission within ten days of the date of hand delivery or mailing of the decision by filing a written appeal with the planning

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department. The appeal shall specifically set forth the grounds upon which it is based. The commission shall hear the appeal and the appellant shall be given a reasonable opportunity to be heard and to present evidence at the hearing. The commission shall render its decision in writing to the ~~d~~Director ~~of resource management~~ and shall concurrently mail a copy of its decision to the appellant. A public hearing is not required for any appeal heard under this subsection. Pendency of an appeal under this subsection shall not affect the filing of any legal action or pursuit of any other remedy to enforce the provisions of this title or any condition imposed pursuant to this title.

## SECTION 32

Chapter 17.100 Reasonable Accommodation is added as follows:

**Add Chapter 17.100 "Reasonable Accommodation" to read in its entirety as follows:**

### 17.100

#### REASONABLE ACCOMMODATION

##### Sections:

<u>17.100.010</u>	<u>Purpose</u>
<u>17.100.020</u>	<u>Applicability</u>
<u>17.100.030</u>	<u>Application</u>
<u>17.100.040</u>	<u>Approval authority</u>
<u>17.100.050</u>	<u>Grounds for approving accommodation</u>
<u>17.100.060</u>	<u>Appeals</u>

17.100 010 Purpose. The purpose of this chapter is to establish reasonable and necessary standards and procedures, pursuant to the Federal Fair Housing Amendments Act of 1988 and California Fair Employment and Housing Act, Gov. Code Section 12901 (the Acts) and following, for the County of Shasta to provide people with disabilities reasonable accommodation from the various land use, zoning and building laws, rules, policies, practices and procedures of the County that may be necessary to ensure equal access to housing.

17.100.020 Applicability. In order to make specific housing available to an individual with a disability, a disabled person or their authorized representative may request reasonable accommodation relating to the various land use, zoning, and building laws, rules, policies, practices and procedures of the County. A request may be filed at any time that the accommodation may be necessary to ensure equal access to housing. If the project for which the request is being made also requires some other planning or building permit or approval, then the applicant shall file the request together with the application for such permit or approval.

17.100.030 Application. All requests for reasonable accommodation shall include the following information:

1. Assessor's Parcel Number and physical address of the property for which the request is being made;

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2. The current actual use of the property;
3. The code provision, regulation or policy from which accommodation is being requested;
4. The basis for the claim (including documentation) that the individual is considered disabled under the state and federal fair housing acts and why the accommodation is necessary to make the specific housing available to the individual;
5. Plans showing the details of the proposed use to be made of the land or building, and any other pertinent supporting documentation as required by the Planning Department.

17.100.040 Approval authority. The Director, or his/her designee, shall have the authority to consider and act on a request for reasonable accommodation. When a request for reasonable accommodation is filed with the County, it will be referred to the Director for review and consideration. The Director shall issue a written decision within thirty (30) days of the date of receipt of a completed application and may (1) approve the accommodation request, (2) approve the accommodation request subject to specified nondiscriminatory conditions, or (3) deny the request. All written decisions shall give notice of the right to appeal and the right to request reasonable accommodation on the appeals process, if necessary. The notice of decision shall be sent to the applicant or any other person requesting notice by certified mail, return receipt requested.

If necessary to reach a determination on the request for reasonable accommodation, the Director or designee may request further information from the applicant consistent with this chapter, specifying what additional information is required. In the event a request for further information is made, the thirty (30) day period to issue a written determination shall be stayed until the applicant responds to the request. Additional information shall not be requested solely as a means to postpone the timeline for a decision. Accommodation approval shall not have any force and effect until the applicant acknowledges receipt thereof and agrees in writing to each and every term and condition thereof.

17.100.050 Grounds for approving accommodation. In making a determination regarding the reasonableness of a requested accommodation, the following factors shall be considered:

1. Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual protected under the Acts.
2. Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Acts.
3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the County.
4. Whether the requested accommodation will require a fundamental alteration to the zoning or building laws, policies or procedures of the County.
5. Physical attributes of the property and structures.

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6. Alternative reasonable accommodations which may provide an equivalent level of benefit.

17.100.060 Appeals. Within thirty (30) days of the date the Director issues a written decision, the applicant requesting the accommodation may appeal an adverse determination or any conditions or limitations imposed in the written determination. Any other interested person not satisfied with the decision of the Director, may file an appeal within seven (7) calendar days of the date on which the decision being appealed was rendered. All appeals shall contain a statement of the grounds for the appeal. Appeals shall be to the Board of Supervisors who shall consider the matter and render a determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed. Following the filing of an appeal, the Board of Supervisors shall hold a public hearing on the matter. All determinations on an appeal shall address and be based upon the same findings required to be made in the original determination from which the appeal is taken.

**SECTION 33**

The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15060(c)(2). The proposed amendments to the Zoning Plan do not deviate substantially from existing regulations and would not result in a physical change to the environment, or cause new environmental effects and on that basis adoption of the ordinance is exempt from CEQA.

**SECTION 34**

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

**SECTION 35**

This ordinance shall take effect and be in full force and effect 30 days after its passage. The Clerk shall cause this ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

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

**DRAFT**

## SHASTA COUNTY PLANNING COMMISSION MEETING

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### MINUTES

#### Meeting

Date: June 14, 2018  
Time: 1:00 p.m.  
Place: Shasta County Administration Center  
Board of Supervisors' Chambers

### Flag Salute

### ROLL CALL

#### Commissioners

**Present:**

Tim MacLean	District 2
Jim Chapin	District 1
Steven Kerns	District 3
Roy Ramsey	District 4
Patrick Wallner	District 5

#### Staff Present:

Richard W. Simon, Director of Resource Management  
James Ross, Assistant County Counsel  
Kim Hunter, Planning Division Manager  
Lisa Lozier, Senior Planner  
Lio Salazar, Senior Planner  
Luis Topete, Associate Planner  
Brent Albrecht, Assistant Planner  
Ken Henderson, Environmental Health Division  
Jimmy Zanolli, Shasta County Fire Marshal  
Charleen Beard, Public Works/Associate Engineer  
Jessica Cunningham-Pappas, Staff Services Analyst II/Recording Secretary

**Note:** All unanimous actions reflect a 5-0 vote.

**PUBLIC COMMENT PERIOD - OPEN TIME:** No Speakers.

**R1: APPROVAL OF MINUTES:**  
By motion made, seconded (Wallner/Kerns) and carried unanimously, the Planning Commission approved the Minutes of May 10, 2018, as submitted.

**CONFLICT OF INTEREST DECLARATIONS:** Commissioner Kerns declared his abstention to Items R4 & R5 due to a conflict of interest.

### PUBLIC HEARINGS:

**Ex-parte Communications Disclosures:** None.

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**R2: Variance 18-0001 (Mall) continued from May 10, 2018:** The applicant has requested approval of a variance to construct a 21-foot-wide by 27-foot-long and approximately 9-foot tall metal car shade/trellis. Applicant: Jeffrey E. Mall; Assessor's Parcel Number(s): 204-530-007-000; Project Location: South Central Region west of Redding and south of State Route 299, on a 3.81-acre parcel approximately 0.4 miles north of Lower Springs Road (10080 Tilton Mine Road). The structure being proposed is within the minimum 30-foot setback, which also requires an exception to the Shasta County Fire Safety Standards. Supervisor District: 2; Recommended Environmental Determination: Categorically Exempt; Planner: Luis Topete, Associate Planner. 4/5 Vote.

Associate Planner Luis Topete presented the staff report. He noted the project's continuation from the May 10<sup>th</sup> Planning Commission meeting, to bring back findings for a fire exception (#18-18) to the Commission and that the Fire Warden had recommended approval of an exception, subject to conditions as set forth in the exception.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Chapin/Ramsey) and carried unanimously, the Planning Commission adopted a resolution to: a) find the project Categorically Exempt from the California Environmental Quality Act (CEQA) under Section 15303 (Class 3) which exempts new construction of small structures, and Section 15305 (Class 5) which exempts setback variances; b) adopt the recommended findings listed in the attached resolution; and c) approve Variance 18-0001 subject to the conditions listed in the resolution; and d) make the findings for an exception to Section 6.51 of the Shasta County Fire Safety Standards for building setbacks; and e) approve Shasta County Fire Safety Setback Exception #18-18, subject to the conditions as set forth in the exception.

**Ex-parte Communications Disclosures:** None.

**R3 Zone Amendment 17-004 (Short-Term Rentals):** Associate Planner Luis Topete provided a staff presentation summarizing the proposed changes to short-term rentals in unincorporated Shasta County. Mr. Topete noted that short-term rentals are not currently recognized by the zoning ordinance as a permitted use, however, they exist throughout Shasta County and transient occupancy tax (TOT) has been collected for short-term rentals for years. He affirmed valid concerns exist regarding potential impacts of short-term rentals on the residential character of established neighborhoods and summarized the background, public outreach and marketing analysis that had been done to obtain public input. Mr. Topete summarized issues and comments received from the public and the draft ordinance. He noted that Planning staff recommended continuing the hearing to a later date for the Department to adequately address potential concerns within the draft ordinance that may conflict with standing case law.

Commissioner Chapin asked whether a short-term rental permit would need to be applied for once and inquired about the cost. Mr. Topete confirmed a permit would be applied for once. Director Rick Simon noted the application fee for a zoning permit was in the hundreds and recommended consideration that the permit be renewed and not transferable to a new owner.

Chairman MacLean opened the public hearing.

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**Speaker's Name**

**Comments/Concerns/Questions**

Stephen Albaugh

Mr. Albaugh expressed concern over a 'one size fits all' approach to the draft ordinance. He noted the draft ordinance appeared to be drafted for residential neighborhoods and that he would be required to notify 23 adjoining property owners, none of whom were within a ¼ mile distance of his short-term rental. He voiced concern over Item 10 which precluded use of a rental property for special events. Mr. Albaugh requested consideration for rural properties to be addressed in the ordinance and an expedited permit process for rentals not residing within a residential area. Commissioner Kerns asked how many guests could be accommodated at Mr. Albaugh's rental. Mr. Albaugh noted there was room for eight. Commissioner Chapin asked whether the rental was used for special events or enjoyment of the ranch. Mr. Albaugh stated to enjoy the ranch, however, he noted the potential for agritourism.

Niki Manning

Ms. Manning stated she has lived in Lakehead for 31 years on Lakeview Drive. Fifteen letters of complaint from residents regarding vacation rentals on Lakeview Drive were submitted to the Department in April 2007. Ms. Manning discussed the conversion of a garage and carport on property fronting hers. She expressed concerns about permits for these conversions and lack of code enforcement follow-up. She voiced concern over the number of people and cars at the property, indicating cars exceeded ten and people exceeded 35 at the rental. Ms. Manning referenced the draft ordinance's intent for compatibility with surrounding residential uses and requested clarification between types of rentals (residential neighborhoods versus rural and occupancy requirements of the ordinance). She requested a building inspector check the garage conversion for the rental property described.

Betty Bryant

Ms. Bryant shared photos of cars parked in front of one of the rentals. She discussed concerns about noise and dogs left in rental units while renters visited the lake. She requested clarification on monitoring of short-term rentals that did not comply with the ordinance. Ms. Bryant requested the ordinance address trash left in the street for months at a time in the winter.

David Miller

Mr. Miller expressed his disappointment the ordinance did not include feedback given by businesses. He stated short-term rentals are not held to the same standard his business is

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(health, water, & fire requirements). Commissioner Kerns asked for clarification of Mr. Miller's concern and for his opinion on the ordinance. Mr. Miller requested fairness in competition when he was required to have licenses and testing for his Inn but affirmed the proposed ordinance was a good step in the right direction.

Harold Jones

Mr. Jones stated he was the resort owner of Sugarloaf Cottages. He stated that vacation rentals are running a business and he requested fairness in vacation rentals playing by the same rules he must abide by. Mr. Jones stated he is required to obtain a housing and pool permit annually.

Scott Swendiman

Mr. Swendiman noted one of his rental properties is located on Airport Road. He questioned noise pollution requirements of the ordinance for his rental located in the flightpath near the airport. He asked if noise pollution was determined on a case by case basis and whether agritourism was being considered. Mr. Swendiman inquired about the freedom of use allowed to rental properties and asked about the non-permitted use of a second dwelling.

Kristine McInnes

Ms. McInnes stated she manages a vacation rental in Viola and that she currently follows most of the rules of the draft ordinance. Ms. McInnes requested clarification on advertising requirements of posting the TOT tax number and zoning permit number. She mentioned she was unsure when house policies were received by guests when reserved on host websites and requested clarification on when house policies are required to be received.

Theresa Bloomquist

Ms. Bloomquist stated she was from Lakehead and informed the Planning Commission Lakeview Drive in Lakehead was a residential street. She asked for clarification on the legality of a hosting a wedding on a 20-acre property.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

Commissioners Chapin and Kerns requested the short-term rental ordinance address the differences in residential versus rural situations. Commissioner Wallner expressed his appreciation to staff and input from speakers and noted code enforcement for short-term rentals would likely be handled by the Building Division. Planning Division Manager Kim Hunter recommended continuation of the item to a date uncertain.

Ms. Hunter addressed questions from the public hearing, including: concerns of one size fits all, dogs left in rentals, monitoring, the difference between accessory dwelling units and second dwellings, and TOT & permitting information on advertising. Mr. Simon noted the difficulty of imposing

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commercial standards to a residence, however, he affirmed some jurisdictions have adopted thresholds for days a residence is rented which identify the rental as a commercial endeavor. He asked whether the Commission was interested in what other jurisdictions have done in establishing a threshold. Commissioners Ramsey and Wallner indicated they believed if a short-term rental is run as a business for a certain number of days, it was appropriate for staff to bring back more information on addressing those endeavors in the draft ordinance.

By motion made, seconded (Ramsey/Kerns) and carried unanimously, the Planning Commission continued Zone Amendment 17-004 to a date uncertain.

**Ex-parte Communications Disclosures:** Commissioner Kerns stated he conducted environmental reviews; including biological reviews and wetland delineations for Items R4 & R5 and would be abstaining from voting on those items. Commissioner Kerns left the room.

The Commission announced a recess at 2:20 p.m., and reconvened at 2:27 p.m.

**R4: Extension of Time 18-0002 (Fall River Development, Inc.):** The applicant has requested an extension of time for an approved parcel map PM12-002 to subdivide a 61-acre property into 4 parcels ranging from 3 to 10 acres in size for residential uses with a 41-acre remainder parcel. Applicant: Fall River Development, Inc.; Assessor's Parcel Number(s): 701-040-008-000; Project Location: Shingletown area, on the east side of Thatcher Mill Road, approximately 0.9 miles north of the intersection of Ritts Mill Road and Thatcher Mill Road; Supervisor District: 5; Recommended Environmental Determination: Exempt under section 15061(b)(3) of the CEQA Guidelines which states that as a general rule CEQA applies only to projects which have the potential for causing a significant effect on the environment; Planner: Lio Salazar, Senior Planner. Simple Majority Vote.

Senior Planner Lio Salazar presented the staff report.

Chairman MacLean opened the public hearing. Frank Nichols, owner of Fall River Development, Inc. discussed challenges of meeting conditions of the project. Specifically, connecting with water for fire suppression water through Lassen Pines Mutual Water Company.

Chairman MacLean called for any other speakers.

Speaking in opposition of the Extension of Time:

**Speaker's Name**

**Comments/Concerns/Questions**

Tracy Sardad

Ms. Sardad submitted a letter and photographs to the Planning Commission and read a letter discussing how the building of homes by the meadow affect the neighborhood. She noted the project's lack of annexation to Lassen Pines Mutual Water Company. Ms. Sardad expressed concerns over limited water stating that additional water suppression would be a burden to extend beyond current homes. She expressed concerns about disruption of wildlife and fowl.

Tim King

Mr. King stated he was manager of Lassen Pines Mutual

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Water Company. He noted the lack of a will serve letter from the water company for the project. Mr. King discussed problems with the project (lack of domestic and fire suppression water, lack of annexation to Lassen Pines Mutual Water Company and contamination of well water in the meadow area; including several wells that tested positive for E. coli). He stated it was his belief the project was a different project than the one originally approved. He asserted the applicant came to the water board as recently as 3-4 months ago. Mr. King requested the Commission vote no on the extension of time and stated it was a terrible project. Commissioner Chapin asked if Lassen Pines Mutual Water Company had a duplicate water system. Mr. King stated fire and domestic water were treated through the same pipeline.

Mark Armogida

Mr. Armogida stated he recently purchased a home on a lot on the meadow and that he went to the Planning Commission to see how the project might impact his view. He noted he was assured by the applicant there would not be any activity behind his home because another easement had been purchased. He noted other than some grading, nothing had been done on the project and that it was an eye sore. Mr. Armogida expressed concern about the meadow asserting the area that was graded had not been restored.

Gail Boehm

Ms. Boehm stated she owns two properties along the creek where the applicant built an offramp off of Mountain Meadow Road. She asserted it was not wide enough for two cars and a culvert had been extended from creek level into her property which allows water to come into her property. She expressed opposition to the project stating it had ruined both her properties. Ms. Boehm maintained the applicant hauled in dirt from the meadow four feet from subgrade, blocking her view of the meadow.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

Commissioner Chapin recognized the project's original environmental reviews when first approved, noting that if the extension was approved, there would not be any changes to the original project plans. Commissioner Wallner also submitted the project's conditions would remain the same. Commissioner Ramsey noted the extension was what the Commission was considering. Chairman MacLean asked Planning staff if the applicant would be required to go through additional approval if there was a change to the project. Mr. Simon noted under current Shasta County code, to modify an approved tentative map, the applicant would be required to submit a new application identifying any changes to the previously approved tentative map. Additionally, any change would be subject to review by the Planning Commission as well as environmental review under CEQA. Mr. Simon noted review would be limited to the change proposed.

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By motion made, seconded (Chapin/Ramsey) and carried 4-0, the Planning Commission adopted a resolution to: a) find that the extension of time is Exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines which states that as a general rule CEQA applies only to projects which have the potential for causing a significant effect on the environment; b) adopt the recommended findings listed in the attached resolution; and c) approve Extension of Time 18-0002 for Parcel Map 12-002.

**Ex-parte Communications Disclosures:** None.

**R5: Parcel Map 17-006 (E C Smith Investments):** The applicant has requested approval to subdivide a forty-acre property into 4 lots of 5 to 9.8 acres and a 14-acre remainder. Applicant: E. C. Smith Investments, LLC; Assessor's Parcel Number(s): 041-650-031-000 & 041-650-032-000; Project Location: Igo Rural Community Center on the north side of Platina Road, approximately one-tenth of a mile west of the intersection of Platina Road and Placer Road (13634 Platina Road); Supervisor District: 2; Recommended Environmental Determination: Mitigated Negative Declaration; Planner: Lisa Lozier, Senior Planner. Simple Majority Vote.

Senior Planner Lisa Lozier presented the staff report. Ms. Lozier noted the project site was previously approved for an eight-lot subdivision (Tract Map 1955) which was still active and that should proposed Parcel Map 17-006 be approved, Tract Map 1955 shall be withdrawn by the applicant. Additionally, the Department of Public Works has conditioned the Parcel Map on the installation of a type "A" road connection (paved apron) at the access of parcels 2, 3, and 4 prior to recordation as a safety measure to address construction traffic.

Ms. Lozier summarized a memorandum received by the Planning Commission. Commissioners discussed concerns related to a letter received from the California Department of Fish and Wildlife; including examining buffer zones and the wetlands delineation prepared for the project site. Planning Manager Kim Hunter noted that a wetland delineation is generally accepted for five years. The age of the wetland delineation (Tract Map 1955) is twelve years old. Given its age, a review and verification by the Army Corps of Engineers was requested. Chairman MacLean noted that generally it is up to the project's applicant to work with the biologist to request reverification by the Army Corps of Engineers.

Chairman MacLean opened the public hearing. Representative Jim Elkins noted the tentative map's wetland delineation was still active and the vernal pools and ponds are not within the proposed building site. He noted one of the reasons for reducing the number of lots was to avoid impacting the wetlands, which would avoid fill in the drainages and lessen grading and tree removal. Mr. Elkins requested the Planning Commission accept the previously approved wetland delineation, adopt a determination of a Mitigated Negative Declaration and approve Parcel Map 17-006 subject to the proposed conditions. Commissioner Chapin asked for confirmation the project would avoid the wetlands. Mr. Elkins affirmed that was correct.

Commissioner Wallner asked when Mr. Elkins was made aware of the response letter from the Department of Fish and Wildlife. Mr. Elkins indicated the day before the Planning Commission meeting. Chairman MacLean asked if any permits from the Army Corps of Engineers had been pulled. Mr. Elkins confirmed no permits had been pulled and that there would be no impact to wetlands. Planning Division Manager Kim Hunter noted no field site visit had been conducted by the Department of Fish and Wildlife.

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Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

The Planning Commission discussed requirements of the project. Commissioner Chapin suggested continuing the project to the next meeting to allow time for the applicant to work with a biologist to confirm no existence of the western pond turtle and for the Department to work on project conditions.

Chairman MacLean re-opened the public hearing. Applicant Jim Elkins confirmed continuance was acceptable and verified that no additional wetlands delineation confirmation was necessary.

Chairman MacLean closed the public hearing.

By motion made, seconded (Chapin/Ramsey) and carried 4-0, the Planning Commission continued Parcel Map 17-006 to the July 12, 2018 Planning Commission meeting to allow additional time for the applicant to have a survey conducted of the wetlands to confirm no western pond turtles are present at the site and for the Department to review project conditions.

Commissioner Kerns returned to the meeting.

**Ex-parte Communications Disclosures:** None.

**R6: Tract Map 1990 (Gold Bear Mountain, L.P.):** The applicant has requested to divide an existing vacant parcel of 5.29 acres into two resulting parcels of 2.52 acres (Lot A) and 2.77 acres (Lot B) for residential uses. Applicant: Gold Bear Mountain, L.P.; Assessor's Parcel Number(s): 306-640-015-000; Project Location: Lot 15 of the Manzanillo Orchard Tract Map (Tract No. 1922) recorded in February 2006; Supervisor District: 4; Recommended Environmental Determination: Mitigated Negative Declaration; Planner: Luis Topete, Associate Planner. Simple Majority Vote.

Associate Planner Luis Topete presented the staff report.

Chairman MacLean opened the public hearing. General Partner Rob Middleton offered to answer any questions. Commissioner Chapin asked if Mr. Middleton was satisfied with the conditions. Mr. Middleton affirmed he was.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

By motion made, seconded (Wallner/Chapin) and carried unanimously, the Planning Commission adopted a resolution to: a) adopt the California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration; b) adopt the recommended findings listed in the attached resolution; and c) approve Tract Map 1990 subject to the conditions listed in the attached resolution, as amended.

**R7: General Plan Amendment 18-001 and Zoning Plan Amendment Z17-003 (Housing-related text amendments and other Zoning Plan text revisions):** Director Richard Simon provided a staff presentation summarizing proposed revisions to the Shasta County General Plan and Zoning Plan made necessary by State housing law, the Shasta County Housing Element and zoning clarifications.

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Proposed General Plan Amendments:

Mr. Simon discussed the Housing Element Cycle, Default Density, and the County's commitment from both the prior and current Housing Element cycle to rezone approximately 55-acres to the default density. He further addressed proposed General Plan Amendments to Chapters 7.1 & 7.5.

Mr. Simon reviewed Land Use Designations, Policies, Mixed Use Land Use, and CO-x (Goals & Policies).

Proposed Zoning Plan Amendments:

Mr. Simon discussed the change of format for referring to definitions of state code automatically as a part of the policy within the County's Zoning Code. He discussed Emergency Shelters, Zone Districts, Supportive and Transitional Housing, Purpose, Minimum and Maximum Residential Density, Uses requiring an administrative permit, Uses to the CM district, Mandatory project features, design review (DR) district, Density Bonus Purpose, Special Uses for "Emergency shelters", Applications and Procedures for Use permits, Use permits – modification, Zone district land use interpretation, Appeal, and Reasonable Accommodation.

Commissioner Kerns recommended using the following language once to indicate throughout the Zoning Plan "wherever supportive housing is allowed by zoning, it shall be subject to the same standards as a one family residence", subject to feedback by County Counsel.

Commissioner Chapin asked how higher density zoning would be identified. Mr. Simon stated it would be identified through the County's Housing Element by parcel number and on a map.

Mr. Simon requested setting a Special Planning Commission meeting to review the final proposed ordinance and final proposed changes to the General Plan.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Ramsey/Wallner) and carried unanimously, the Planning Commission continued Item R7 to a Special Meeting on Thursday, June 21, 2018 at 2:00 p.m.

**R8:** **Planning Director's Report:** Director Richard Simon reported that the rezone applications for Roach-Carr (Z16-003) and the Department of Public Works (Z17-001), that the Planning Commission recommended the Board of Supervisors approve, were approved by the Board on June 12, 2018.

**NON-HEARING ITEMS:** None.

**CONSENT ITEMS:** None.

**ADJOURNMENT:** The Planning Commission adjourned at 4:49 p.m.

**Submitted by:**

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**Jessica Cunningham-Pappas, Staff Services Analyst II**  
**Recording Secretary**

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** Scheduled Hearings - Resource Management-11.

**SUBJECT:**

Zone Amendment Z17-003, an Ordinance amending Title 17 Zoning of the Shasta County Code.

**DEPARTMENT:** Planning Division

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Richard W. Simon, Director of Resource Management (530) 225-5789

**STAFF REPORT APPROVED BY:** Richard W. Simon, Director of Resource Management

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Take the following actions regarding Zone Amendment Z17-003, which updates and amends the County Zoning Plan to comply with State housing law, other housing-related State laws, and the Shasta County Housing Element, and would clarify procedures, update language and relax certain permit requirements in certain districts: (1) Conduct a public hearing; (2) close the public hearing; and (3) introduce, waive the reading of and enact an Ordinance of the Board of Supervisors of the County of Shasta Amending the Shasta County Code Title 17 Zoning Plan pursuant to Zone Amendment Z17-003.

**SUMMARY**

The proposed amendments to the Shasta County Zoning Plan incorporate new definitions and land use provisions necessary to achieve compliance with State housing law and the Shasta County Housing Element. Additionally, the amendments clarify procedures, update language and relax certain permit requirements in certain districts. The amendments do not change the zoning on any real property within the County.

**DISCUSSION**

State housing law (Government Code section 65580 et seq.), requires, among other actions, that Shasta County: (a) facilitate the improvement and development of housing adequate to meet the needs of all economic segments of the community, (b) designate and maintain a supply of land that is suitable, feasible and available for the development of housing to meet the housing needs for all income levels, (c) prepare and implement a local Housing Element as part of its General Plan, (d) determine what is needed to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Needs Allocation (RHNA) assigned to the County by the state.



Statistical Area (MSA) with a population under 2 million, and is thereby designated by the State to be a "suburban jurisdiction" by the State with an assigned "default density" of 20 residential dwelling units per acre (du/ac). The default density is the residential density presumed to feasibly accommodate lower income families.

Program 8 of the County's 2009-2014 Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County to fully accommodate the County's RHNA obligation for lower income households (approximately 800 units from the 2009-2014 planning cycle and approximately 306 from the 2014-2019 planning cycle).

The Current General Plan and Zoning Plan accommodate a maximum density of 16 du/ac. Therefore, to fulfill its obligations it is necessary for the County to amend the General Plan and Zoning Plan to allow residential development in appropriate areas of the County where water, sewer and other urban services are or will be available, at a density of at least 20 du/ac.

Other revisions to the state's housing related laws including, among others, density bonus, accessory dwelling units and reasonable accommodation require updates and revisions to the County's Zoning Plan to achieve and maintain compliance with state law, and are included in this Zone Amendment.

Additional revisions to the County Zoning Plan are warranted and included in this proposed Zone Amendment to (1) maintain internal consistency, (2) provide policy and procedural clarification for some provisions, and (3) reduce the permitting and review requirements for some uses.

Summary of the main housing-related amendments:

Emergency Shelters are defined and allowed by right in the Commercial-Light Industrial (CM) zone subject to compliance with development standards (see 17.88.275).

Transitional and Supportive Housing are defined and allowed subject to the same provisions that apply to a one-family residence, wherever a one-family residence is allowed by right (see 17.02.591 and 17.02.603).

In Urban land use designations and the Multifamily Residential (R3) zone, the maximum density remains 16 du/ac except on parcels identified in the Housing Element or otherwise identified by the County for lower income housing. In such cases the maximum residential density is 25 du/ac. Establishes the minimum density in these areas at 80% of maximum to ensure efficient build out of limited land within service districts.

Add a Mobile Home Park conversion chapter to protect mobile home parks important to providing affordable housing in the County, and to minimize adverse impacts to lower income and special needs residents resulting from the conversion of mobile home parks to other uses (see 17.39)

The Density Bonus chapter is amended to comply with current state density bonus law (see 17.83).

A Reasonable Accommodation chapter is added to provide a process for requesting and granting people with disabilities reasonable accommodation from various County rules and procedures as necessary to ensure equal access to housing (see 17.100).

Prior provisions for senior citizen residence and servants quarters, which limited occupancy by age or employment status are omitted and replaced by Accessory Dwelling Units, which are allowed where a primary residence is permitted by right and carry no such restrictions.

Summary of other important amendments:

Eases limitations on caretaker residence in commercial and industrial zones.

Amends Mixed Use zone to allow one- or two-family residence with Zone Permit rather than Administrative Permit; allow retail

sales, personal services and professional offices in new buildings with an Administrative Permit rather than a Use Permit; allows multifamily residential uses with a use permit where adequate utilities and services exist (see 17.54).

Clarifies procedures and expectations for Planned Development zones and allows flexibility in project design and amenities (see 17.62).

Amends the Design Review (DR) combining zone to allow uses allowed by right in the principal zone with an Administrative Permit rather than a Use Permit (see 17.78).

Reduces off-street parking requirements for multifamily and senior residential developments (see 17.86).

Provides that when an application for a Use Permit is accompanied by an application for a rezone or General Plan amendment, the Planning Commission shall make a recommendation to the Board of Supervisors on the entire project, including the Use Permit, and the Board shall make the final decision (see 17.92).

Clarifies the standards and procedures for granting a Minor Modification to a Use Permit by the Director, and an Amendment to the Use Permit granted by the Planning Commission (see 17.92).

Clarifies the procedure for the Director's determination of similar use, zoning plan interpretation and land use verification, and process for appeals (see 17.94).

The Planning Commission held two duly noticed public workshops on February 8, 2018, and May 10, 2018, to consider Zoning Plan Amendment Z17-003, and received a presentation from planning staff and testimony from agencies, housing advocates and the public; and held two duly noticed public hearings to consider Z17-003 at a Regular Meeting held on June 14, 2018, and at a Special Meeting held on June 21, 2018, at which the Commission received a report from staff and considered all written comments and all testimony from agencies, housing advocates and the public. Following the public workshops and public hearings, the Planning Commission adopted Resolution 2018-015, by unanimous vote, recommending that the Board of Supervisors approve Zoning Plan Amendment Z17-003.

**ALTERNATIVES**

The Board may direct staff to modify all or any part of the proposed Zoning Plan Amendment.

**OTHER AGENCY INVOLVEMENT**

County Counsel reviewed the proposed Zone Plan Amendment and approved the ordinance as to form. The County Administrative Office reviewed this recommendation.

**FINANCING**

This Zoning Plan amendment is part of the General Plan Update funding allocation previously approved by the Board. No additional General Fund Impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Draft Zone Amendment Ordinance	7/6/2018	Draft Zone Amendment Ordinance
Zoning Rvisions Ordinance (Track Changes)	7/6/2018	Zoning Rvisions Ordinance (Track Changes)
Planning Commission Resolution No. 2018-15	7/9/2018	Planning Commission Resolution No. 2018-15 Planning Commission

BOARD OF SUPERVISORS REGULAR MEETING - July 17, 2018

Planning Commission Draft Minutes 06-21-18	7/9/2018	Draft Minutes 06-21-18
Planning Commission Memo	7/9/2018	Planning Commission Memo
Planning Commission Draft Minutes 06-14-18	7/9/2018	Planning Commission Draft Minutes 06-14-18

**ORDINANCE NO. SCC 2018-  
AN ORDINANCE OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF SHASTA AMENDING THE SHASTA COUNTY CODE  
TITLE 17 ZONING PLAN**

The Board of Supervisors of the County of Shasta ordains as follows:

**SECTION 1**

Article II Definitions, of Chapter 17.02 General Provisions, is amended as follows:

**Amend section 17.02.055 "Agriculture" to read in its entirety as follows:**

17.02.055 Agriculture. "Agriculture" means the cultivation of land and raising of plants and animals and shall include:

- A. The preparation and tilling of the soil conducive to horticulture, silviculture and viticulture activities including, but not limited to, the growing and harvesting of shrubs, plants, flowers, trees, vines, fruits, vegetables, hay, grain and similar food, feed and fiber crops. Agriculture shall include row; field; tree and nursery crops; timber; cultivation of open fields or greenhouse crops of ornamental and nursery plant materials for wholesale or retail sales; but does not include retail nurseries.
- B. The raising and breeding of livestock, farming, dairying, beekeeping and other animal husbandry activities customarily incidental to these uses.
- C. Mushroom farming and aquaculture.
- D. Incidental cleaning, grading, packing, polishing, sizing and similar preparation of crops which are grown on the premises, but not including agricultural processing.
- E. Temporary or seasonal sales and promotion, incidental storage of crops which are grown, or animals which are raised on the property.
- F. Agriculture service uses such as and similar to fertilizing, spraying and harvesting which are designed to aid and directly support the primary agricultural uses on the property.
- G. Agriculture shall not include agricultural processing.

**Add section 17.02.056 "Agricultural worker housing" to read in its entirety as follows:**

17.02.056. Agricultural worker housing. (See "Employee housing").

**Amend section 17.02.085 "Bed and breakfast guest facility" to read in its entirety as follows:**

17.02.085 - Bed and breakfast guest facility. "Bed and breakfast facility" means an owner-occupied one-family residence that provides up to four guest rooms, without individual kitchen facilities, for short term sleeping accommodations for overnight guests. Such use may include meal service limited to the overnight guests (see section 17.88.225).

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**Add section 17.02.090 "Boarding house" to read in its entirety as follows:**

17.02.090 Boarding house. "Boarding house" means a building where long term lodging and/or meals for four or more persons living independently from each other are provided for compensation. Boarding house does not include a "residential care facility."

**Amend section 17.02.105 "Building, agricultural" to read in its entirety as follows:**

17.02.105 - Building, agricultural accessory. "Agricultural accessory building" means a detached structure accessory to a full-time or part-time agricultural operation, designed and constructed to house farm implements or supplies, hay, grain, poultry, livestock, or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, packaged or sold; nor shall it be a place frequented by the public. "Agricultural accessory building" does not include any structure which is used primarily for the storage of nonagricultural items.

**Amend section 17.02.125 "Building, residential accessory" to read in its entirety as follows:**

17.02.125 Building, residential accessory. "Residential accessory building" means a detached building subordinate to and located on the same building site as a residence, the use of which is incidental to that of the residential use including, but not limited to: private garages, carports, covered awnings, and private storage buildings. Residential accessory building includes the terms "residential accessory structure" and "accessory structure," but does not include a family care residence, guest house, or any other building permitted and approved for human occupancy, or to agricultural accessory buildings as defined in section 17.02.105 and as allowed in section 17.88.060.

**Add section 17.02.153 "Convalescent hospital" to read in its entirety as follows:**

17.02.153 Convalescent hospital. "Convalescent hospital" means any place, structure, or institution providing skilled nursing and allied professional health care, or for chronic or convalescent care for persons exclusive of relatives, in which nursing, dietary or other personal services are rendered to convalescents, disabled, or aged persons, who, by reason of advanced age, chronic illness, or physical infirmity are unable to properly care for themselves, but not including persons suffering from contagious or mental diseases, alcoholism, or drug addiction, and in which surgery is not performed and primary treatment, customarily given in medical hospitals or sanitariums, is not provided. Convalescent hospital includes "nursing home" but does not include "rest home," "hospital," or "residential care facility."

**Delete sections 17.02.165 "Day care center," 17.02.170 "Day care home large," 17.02.175 "Day care home small," 17.02.290 "Large day care home," 17.02.560 "Small day care home" and replace with 17.02.165 "Day care facility" to read in its entirety as follows:**

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17.02.165 Day care facility. "Day care facility" means a facility that provides non-medical care and supervision of adults or minor children for periods of less than 24 hours. Day care facilities include the following, all of which are required to be licensed by the California State Department of Social Services:

- A. Day care center. "Day care center" means Commercial or non-profit day care facilities other than a large family day care home or small family day care home, designed and approved to accommodate 15 or more children or adults. Includes infant centers, preschools, sick-child centers, and school-age child, and adult day care facilities. These may be operated in conjunction with a school or church facility, or as an independent land use.
- B. Large family day care home. "Large family day care home" has the meaning set forth in Health and Safety Code Section 1596.78 as it may be amended from time to time. At the time of adoption of this ordinance,, Health and Safety Code Section 1596.78 provides that a "Large family day care home" is a home that regularly provides care, protection and supervision in the provider's own home, for periods of less than 24 hours per day, for seven to 14 children, inclusive, including children under the age of 10 years who reside in the home, while the parents or guardians are away. A "Large family day care home" may be a day care facility for adults rather than children.
- C. Small family day care home. A "Small family day care home" has the meaning set forth in Health and Safety Code Section 1596.78, as it may be amended from time to time. At the time of adoption of this ordinance,, Health and Safety Code Section 1596.78 provides that a "Small family day care home" is a home that regularly provides care, protection and supervision in the provider's own home, for periods of less than 24 hours per day, for eight or fewer children, inclusive, including children under the age of 10 years who reside in the home, while the parents or guardians are away. A "Small family day care home" may be a day care facility for adults rather than children.

**Amend section 17.02.178 "Density" to read in its entirety as follows:**

17.02.178 Density. "Density" means the total number of dwelling units permitted per acre of land and shall include gross density and net density as further defined below.

- A. Gross density means the number of dwelling units permitted per acre of land, based on gross acreage. (See section 17.02.045)
- B. Net density means the number of dwelling units permitted per acre of land, based on net acreage. (See section 17.02.050)

**Add section 17.02.179 "Density bonus" to read in its entirety as follows:**

17.02.179 - Density bonus. "Density bonus" means a density increase over the otherwise maximum permitted gross residential density under the land use element of the general plan in accordance with Government Code Sections 65915 – 65918 as they may be amended from time to time.

**Add sections 17.02.181 "Department" and 17.02.183 "Director" to read in their entirety as follows:**

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17.02.181 – Department. "Department" means the Shasta County Resource Management Department, unless otherwise indicated.

17.02.183 – Director. "Director" means the Director of the Shasta County Resource Management Department or designee, unless otherwise indicated.

**Renumber section 17.02.180 "Designated floodway – Regulatory floodway," and section 17.02.185 "Dog kennel" as follows:**

17.02.185 Designated floodway – Regulatory floodway

17.02.188 Dog kennel

**Amend and renumber section 17.02.183 "Development" to read in its entirety as follows:**

17.02.186 Development. "Development," means any human-caused change to improved or unimproved real estate that requires a permit or approval from any federal, state or local agency, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

**Add section 17.02.192 "Dwelling, accessory" to read in its entirety as follows:**

17.02.192 – Dwelling, accessory. "Accessory dwelling" means an attached or detached residential dwelling unit which provides independent living facilities for one or more persons on the same parcel on which the one-family residence is situated. An accessory dwelling shall include permanent living, sleeping, eating, cooking, and sanitation facilities. Accessory dwelling shall include the term "accessory dwelling unit" in accordance with Government Code Section 65852.2 as it may be amended from time to time. (See section 17.88.132).

**Amend section 17.02.205 "Dwelling unit" to read in its entirety as follows:**

17.02.205 Dwelling unit. "Dwelling unit" means one habitable room or group of internally connected habitable rooms, that have permanent sleeping, cooking, eating and sanitation facilities which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Dwelling unit includes a manufactured or mobile home whether or not installed on a permanent foundation.

**Add section 17.02.211 "Emergency shelter" to read in its entirety as follows:**

17.02.211 Emergency shelter. "Emergency shelter" has the meaning set forth in Health and Safety Code section 50801(e) as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code section 50801(e) provides that Emergency shelter means 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.

**Renumber sections 17.02.212 "Encroachment" and 17.02.213 "Exploration work for minerals" as follows:**

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17.02.213 Encroachment.

17.02.214 Exploration work for minerals.

**Replace section 17.02.212 "Encroachment" with section 17.02.212 "Employee housing" to read in its entirety as follows:**

17.02.212 Employee housing. "Employee housing" has the meaning set forth in Health and Safety Code section 17008 as that section may be amended from time to time. Employee housing shall be subject to the provisions of Health and Safety Code section sections 17021.5 and 17021.6 as those sections may be amended from time to time.

**Amend section 17.02.215 "Family" to read in its entirety as follows:**

17.02.215 Family. "Family" means one or more persons occupying a dwelling and living together as a single housekeeping unit in which each resident has access to all parts of the dwelling and there is a sharing of household activities, expenses, experiences and responsibilities.

**Delete section 17.02.220 "Farm labor quarters" in its entirety.**

**Replace section 17.02.290 "Large day care home" with 17.02.290 "Living space" to read in its entirety as follows:**

17.02.290 Living space. "Living space" means the improved interior 'habitable' area within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes.

**Amend section 17.02.355 "Manufactured home" to read in its entirety as follows:**

17.02.355 Manufactured home. "Manufactured home" has the meaning set forth in Health and Safety Code section 18007 as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code section 18007 provides that "Manufactured home" means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following). , If not placed on a permanent foundation the manufactured home is defined as a mobile home as set forth in Section 17.02.365.

**Amend section 17.02.365 "Mobile home" to read in its entirety as follows:**

17.02.365 - Mobile home. "Mobile home" has the meaning set forth in Health and Safety Code section 18008 as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code section 18008 provides that a "Mobile home" means a structure that was constructed prior to June 15, 1976, is transportable in one or more sections, is eight body feet or



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more in width, or 40 body feet or more in length, in the traveling mode, or, when erected onsite, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Mobile home" includes any structure that meets all the requirements of this paragraph and complies with the state standards for mobile homes in effect at the time of construction. "Mobile home" does not include a commercial modular, as defined in Section 18001.8, factory-built housing, as defined in Section 19971, a manufactured home, as defined in Section 18007, a multifamily manufactured home, as defined in Section 18008.7, or a recreational vehicle, as defined in Section 18010.

**Delete section 17.02.370 "Mobile home, duplex" in its entirety:**

**Amend section 17.02.375 "Mobile home park" to read in its entirety as follows:**

17.02.375 - Mobile or manufactured home park. "Mobile or manufactured home park" means any area or tract of land where three (3) or more mobile home or manufactured home lots are rented or leased or held out for rent or lease to accommodate mobile homes and/or manufactured homes used for human habitation. As used in this Title any reference to a mobile home park shall also include a manufactured home park.

**Add section 17.02.377 "Multifamily manufactured home" to read in its entirety as follows:**

17.02.377 Manufactured home, multifamily. "Multifamily manufactured home" has the meaning set forth in Health and Safety Code section 18008.7 as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety code section 18008.7 provides that a "Multifamily manufactured home" means either: (1) A structure transportable under permit in one or more sections, designed and equipped to contain no more than two dwelling units, a dormitory, or an efficiency unit, to be used either with a support system pursuant to Section 18613 or a foundation system pursuant to subdivision (a) of Section 18551, or (2) A structure transportable under permit in one or more sections, designed to be used with a foundation system for three or more dwelling units, as defined by Section 18003.3.

**Renumber section 17.02.441 "Regulatory floodway" and section 17.02.442 "Residence, family care" as follows:**

17.02.442 Regulatory floodway.

17.02.443 Residence, family care.

**Add section 17.02.441 "Regional Housing Needs Allocation" to read in its entirety as follows:**

17.02.441 Regional Housing Needs Allocation. "Regional Housing Needs Allocation" means a state-mandated program that identifies the total number of housing units, by family income categories, that all local governments must accommodate during periodic General Plan Housing Element update cycles in accordance with Government Code section 65584 and following as may be amended from time to time.

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**Amend section 17.02.445 "Residence, multifamily" to read in its entirety as follows:**

17.02.445 - Residence, multifamily. "Multifamily residence" means a building containing three or more independent dwelling units under one roof, including a multifamily manufactured home.

**Amend section 17.02.450 "Residence, one-family" to read in its entirety as follows:**

17.02.450 - Residence, one-family. "One-family residence" means a detached building containing a single dwelling unit, including a manufactured home or mobile home where a mobile home is allowed. One family residence also includes the term "single-family residence."

**Delete section 17.02.455 "Residence, senior citizen." In its entirety.**

**Amend section 17.02.460 "Residence, two-family" to read in its entirety as follows:**

17.02.460 - Residence, two-family. "Two-family residence" means a building containing two independent dwelling units under one roof (e.g., a duplex or two attached one-family residences), including a two-unit multifamily manufactured home.

**Amend section 17.02.465 "Residential care facility" to read in its entirety as follows:**

17.02.465 - Residential care facility. "Residential care facility" means a facility which is licensed by a federal, state or local health or welfare agency that provides resident services on a 24-hours per day basis, to unrelated persons in need of personal assistance essential for sustaining the activities of daily living, or for the protection of the individual, in a residential setting, excluding members of the resident family or persons employed as facility staff. Residential care facility differs from a "convalescent hospital" in that it is expected to provide comfort, safety, social participation, and the maintenance of health and activity, but does not provide skilled nursing care.

**Amend section 17.02.470 "Residential facility for the elderly" to read in its entirety as follows:**

17.02.470 - Residential care facility for the elderly. "Residential care facility for the elderly" has the meaning set forth in Health and Safety Code section 1569.2 as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code section 1569.2 provides that "Residential care facility for the elderly" means a housing arrangement chosen voluntarily by persons 60 years of age or over, or their authorized representative, where varying levels and intensities of care and supervision, protective supervision, personal care, or health-related services are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Persons under 60 years of age with compatible needs may be allowed to be admitted or retained in a residential care facility for the elderly as specified in Section 1569.316.

**Delete section 17.02.495 "Roominghouse" in its entirety.**

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**Replace section 17.02.510 "Servant's quarters" with 17.02.510 "Second residence" to read in its entirety as follows:**

17.02.510 – Second residence. "Second residence" means a separate, detached one-family dwelling containing independent living, sleeping, kitchen, and sanitation facilities, located on the same lot as the main dwelling unit and with no specific limitation on size. A second residence, also referred to as second one-family dwelling, is differentiated from an accessory dwelling unit (Section 17.02.192) in that an accessory dwelling unit can be attached and is subject to different standards including size limitations.

**Add section 17.02.518 "Short term rental" to read in its entirety as follows:**

17.02.518 – Short term rental. "Short term rental" means the rental of any legally permitted dwelling unit or portion thereof for occupancy for dwelling, lodging or sleeping purposes for a period of less than 30 consecutive calendar days.

**Delete section 17.02.560 "Small day care home" in its entirety.**

**Amend section 17.02.563 "Start of Construction" to read in its entirety as follows:**

17.02.563 - Start of construction. "Start of construction," for floodplain management purposes, includes substantial improvement, and means the date that the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty days of the permit date. For all other purposes, the start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footing for piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**Renumber section 17.02.591 "Tasting room" as follows:**

17.02.593 Tasting room.

**Amend section 17.02.591 "Supportive housing" to read in its entirety as follows:**

17.02.591- Supportive housing. "Supportive Housing" has the meaning set forth in Government Code section 65582(g) as that section may be amended from time to time. At the time of adoption of this ordinance, Government Code section 65582(g) provides that "Supportive housing" means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing shall be subject to the same standards as a one-family residence.

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**Add section 17.02.592 "Target population" to read in its entirety as follows:**

17.02.592 – Target Population. "Target population" has the meaning set forth in Government Code section 65582(i) as that section may be amended from time to time. At the time of adoption of this ordinance, Government Code section 65582(i) provides that "Target population" means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

**Add section 17.02.603 "Transitional housing" to read in its entirety as follows:**

17.02.603 - Transitional housing. "Transitional Housing" has the meaning set forth in Government Code section 65582(j) as that section may be amended from time to time. At the time of adoption of this ordinance, Government Code section 65582(j) provides that "Transitional housing" means buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance. Transitional housing shall be subject to the same standards as a one-family residence.

**Amend section 17.02.630 "Watercourse" to read in its entirety as follows:**

17.02.630 Watercourse. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature that carries a flow of water at least periodically. Watercourse includes a "waterway."

**Amend section 17.02.635 "Wet bar" to read in its entirety as follows:**

17.02.635 Wet bar. "Wet bar" means a single-basin sink and small refrigerator of not more than 8 cubic feet in volume.

**SECTION 2**

Chapter 17.04 Limited Agriculture (A-1) District, is amended as follows:

**Amend section 17.04.020 "Permitted uses" to read in its entirety as follows:**

17.04.020 - Permitted uses. The following uses are permitted outright in the A-1 district:

- A. One-family residence;
- B. Agricultural uses, provided that the lot contains one acre of gross area; and

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1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
    - c. Three adult emus, rheas, ostriches or similar sized birds, or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals, or
    - e. Unlimited fish, frogs, worms or similar sized animals;
  2. Animals shall be kept in a clean and sanitary condition (see Section 6.04.050) and in a manner that does not become a nuisance (see Section 6.04.060);
- C. Sale of agricultural products grown on the premises;
  - D. Boutique or small winery in accordance with Section 17.88.300;
  - E. Second one-family residence subject to the provisions of Section 17.88.135;
  - F. Small family day care home;
  - G. Supportive housing;
  - H. Transitional housing;
  - I. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
  - J. Employee housing associated with commercial agricultural operations;
  - K. Residential care facility for six or fewer residents.

**Amend section 17.04.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.04.025 - Uses requiring a zoning permit. The following uses are permitted in the A-1 district if a zoning permit is issued, and subject to the provisions of Section 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;
- C. Large family day care home;
- D. Boutique winery or Small winery in accordance with Section 17.88.300.

**Amend section 17.04.030 "Use requiring an administrative permit" to read in its entirety as follows:**

17.04.030 - Uses requiring an administrative permit. The following uses are permitted in the A-1 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;

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- B. Day care center;
- C. Bed and breakfast guest facility;
- D. Boarding house;
- E. Medium winery (see Section 17.88.300).

### **SECTION 3**

Chapter 17.06 Exclusive Agriculture (EA) District, is amended as follows:

**Amend section 17.06.020 "Permitted uses" to read in its entirety as follows:**

17.06.020 - Permitted uses. The following uses are permitted outright in the EA district:

- A. One-family residence, or a mobile home in lieu of a one-family residence;
- B. Agricultural uses, except those listed in Section 17.06.040;
- C. Sale of products grown on the premises, including a roadside stand for the sale of these products;
- D. Wholesale nursery or greenhouse;
- E. Forest management;
- F. Low-intensity recreational uses which require only minor improvements, such as a non-motorized fishing or hunting club that does not provide food service and/or lodging facilities;
- G. Boutique winery or Small winery (see Section 17.88.300);
- H. Small family day care home;
- I. Supportive housing;
- J. Transitional housing;
- K. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- L. Employee housing associated with commercial agricultural operations;
- N. Residential care facility for six or fewer residents.

**Amend section 17.06.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.06.025 - Uses requiring zoning permit. The following uses are permitted in the EA district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.190:

- A. Nonagricultural-related home occupation with no customer vehicle trips;
- B. Boutique winery or Small winery (see Section 17.88.300).

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**Amend section 17.06.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.06.030 - Uses requiring administrative permit. The following uses are permitted in the EA district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Nonagricultural-related home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Additional one-family residences or mobile homes for family members, as long as the placement of the units meets the criteria established in Section 17.06.060A;
- F. Medium winery (see Section 17.88.300).

**Amend subsection (A) "Minimum acreage" of section 17.06 060 "Site development standards" to read in its entirety as follows:**

17.06.060 - Site development standards. The following site development standards apply in the EA district:

- A. Minimum Acreage.
  - 1. The minimum acreages set forth in Table 17.06.060 apply to land divisions, except as provided in subparagraph 2 of this subsection.
  - 2. The creation of building sites containing less than the minimum acreage indicated in subparagraph 1 of this subsection, but not larger than five acres, may be permitted for full-time agricultural property that meets the minimum parcel sizes identified in Table AG-7 of the general plan, subject to the following criteria:
    - a. It is demonstrated that the division will not infringe upon the viability of the agricultural operation; and
    - b. One of the following conditions exists:
      - i. The lot is to be created by the conveyance of a security instrument to finance a one-family residence or mobile home, or for improvements to the agricultural operation on the remaining acreage; that said lot, together with the remaining acreage, shall not be separately conveyed or divided without meeting the minimum-acreage requirement specified in subparagraph 1 of this subsection, except for the aforesaid purpose, unless such division occurs by judicial foreclosures, trustee's sales, or other legal proceedings which discharge the lien of the security instrument, or
      - ii. The lots to be created for the one-family residences are intended as a conveyance or device exclusively for the parents, children or grandchildren related to the owner by adoption, blood or marriage; and there is only one lot per related person or related couple, if married. Except as provided in subparagraph 3, said lot(s), together

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with the remaining agricultural acreage, shall not be conveyed outside the familial relations described herein, or be further divided without meeting the minimum-acreage requirement in subparagraph 1 of this subsection. A restrictive covenant, setting forth these conditions shall be recorded with the final or parcel map that creates these family-member lots.

3. Family-member lots established pursuant to subparagraph 2(b)(ii) prior to adoption of this subparagraph, and the remaining agricultural acreage, may be conveyed separately and outside the familial relations specified in 2(b)(ii) if both of the following conditions are met:
  - a. There are no existing restrictions applying to the family-member lots or the remaining agricultural acreage that would prevent such conveyance or further division; and
  - b. An agreement is recorded pertaining to the remaining agricultural acreage, that is binding on all owners and successors in interest, that explicitly prevents further division of the family-member lot(s) and the remaining agricultural acreage, except where all resulting parcels meet the minimum-acreage requirement in subparagraph 1 of this subsection.
4. The maximum number of lots that can be created pursuant to this subsection, in conjunction with a full-time agricultural operation that conforms to the minimum parcel size as identified in Table 17.06.060, is as follows:
  - a. Lands used for field crops, orchards or nursery stock: one family-member parcel in addition to the main ranch/farm parcel;
  - b. Lands used for irrigated pasture: two family-member parcels in addition to the main ranch/farm parcel;
  - c. Lands used for grazing: four family-member parcels in addition to the main ranch/farm parcel.

## SECTION 4

Chapter 17.10 Timberland (TL) District, is amended as follows:

**Amend section 17.10.020 "Permitted uses" to read in its entirety as follows:**

17.10.020 - Permitted uses. The following uses are permitted outright in the TL district:

- A. One-family residence;
- B. Mobile home, in lieu of a one-family residence, provided the lot is forty acres or larger in size; otherwise the T district must be combined;
- C. Forest management, Christmas tree farm;



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- D. Agricultural uses;
- E. Sale of products grown on the premises;
- F. Low-intensity recreational uses which involve only minimal improvements, such as a non-motorized fishing or hunting club that does not provide food service and/or lodging facilities;
- G. Boutique or small winery in accordance with Section 17.88.300;
- H. Second one-family residence subject to the provisions of Section 17.88.135.
- I. Small family day care home;
- J. Supportive housing;
- I. Transitional housing;
- J. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- K. Employee housing associated with commercial timber operations;
- L. Residential care facility serving six or fewer residents.

**Amend section 17.10.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.10.025 - Uses requiring a zoning permit. The following uses are permitted in the TL district if a zoning permit is issued, subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation without customer vehicle trips;
- B. Boutique winery or Small winery (see Section 17.88.300).

**Amend section 17.10.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.10.030 - Uses requiring an administrative permit. The following uses are permitted in the TL district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Guest house, if located in close proximity to the main dwelling to minimize conflicts with timber management activities on the remainder of the site, and subject to the provisions of Section 17.88.185;
- F. Medium winery (see Section 17.88.300).

**Amend section 17.10.040 "Uses requiring a use permit" to read in its entirety as follows:**

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17.10.040 - Uses requiring a use permit. The following uses are permitted in the TL district if a use permit is issued:

- A. Dog kennel;
- B. Group home serving seven or more residents;
- C. Logging contractor's yard when located in a manner to minimize conflicts with timber management activities on the remainder of the site and subject to the provisions of Section 17.88.271;
- D. A fishing and/or hunting lodge providing meal service and/or lodging in addition to motorized transportation and guide services;
- E. Boutique, small or medium winery in accordance with Section 17.88.300.
- F. Boarding house;
- G. Day care center;

## SECTION 5

Chapter 17.12 Mineral Resource (MR) District, is amended as follows:

**Amend section 17.12.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.12.030 - Uses requiring use permit. The following uses are permitted in the MR district if a use permit is issued:

- A. Employee housing associated with commercial mining operations;;
- B. Notwithstanding any provision of Section 17.12.020(A) to the contrary, any mining activity, either underground or open pit, as defined by the Surface Mining and Reclamation Act (Article 5, Chapter 9, Division 2 [Section 2770, et seq.] of the California Public Resources Code);
- C. Mills and other facilities, buildings, structures, equipment, and all other indoor and outdoor areas related to or used in connection with the extraction, storing, transportation, processing or refining of mined materials or products derived from such materials;
- D. Aggregate recycling facilities.

## SECTION 6

Chapter 17.14 Habitat Protection (HP) District is amended as follows:

**Amend section 17.14.020 "Permitted uses" to read in its entirety as follows:**

17.14.020 - Permitted uses. The following uses are permitted outright in the HP district:

- A. One-family residence;
- B. A mobile home, in lieu of a one-family residence, provided the parcel is forty acres or larger in size; otherwise the T district must be combined;

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- C. Forest management;
- D. Habitat enhancement or improvement projects, as approved by the Department of Fish and Game;
- E. Low-intensity recreational uses which require only minor improvements, such as a non-motorized fishing and/or hunting club that does not provide food service and/or lodging facilities;
- F. Agricultural uses;
- G. Sale of products grown on the premises;
- H. Boutique or small winery in accordance with Section 17.88.300;
- I. Small family day care home;
- J. Supportive housing;
- K. Transitional housing;
- L. One accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);
- M. Employee housing directly associated with and necessary to the principal use of the property;
- N. Residential care facility serving six or fewer residents.

**Amend section 17.14.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.14.025 - Uses requiring a zoning permit. The following uses are permitted in the HP district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Boutique winery or Small winery (see Section 17.88.300).

**Amend section 17.14.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.14.030 - Uses requiring an administrative permit. The following uses are permitted in the HP district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. The following uses, if clustered as required for residential dwellings pursuant to Section 17.14.060A:
  - 1. Family care residence;
  - 2. Guest house, subject to the provisions of Section 17.88.185;
- D. Second one-family residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units;

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- E. Medium winery (see Section 17.88.300);

## **SECTION 7**

Chapter 17.16 Open Space (OS) District is amended as follows:

**Amend section 17.16.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.16.025 - Uses requiring a zoning permit. The following uses are permitted in the OS district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer service vehicle trips;

**Amend section 17.16.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.16.030 - Uses requiring an administrative permit. The following uses are permitted in the OS district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. One-family residence, or mobile home, in lieu of a one-family residence, provided the parcel is forty acres or larger in size; otherwise the T district must be combined;
- B. Home occupation with customer vehicle trips;
- C. Small family day care home or Large family day care home;
- D. Family care residence;
- E. Second one-family residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units.
- F. Supportive housing;
- G. Transitional housing;
- H. One accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);
- I. Employee housing directly associated with and necessary to the principal use of the property;

## **SECTION 8**

Chapter 17.18 National Recreation Area, Shasta Unit (NRA-S) District is amended as follows:

**Amend section 17.18.040 "Requirements – Residential development" to read in its entirety as follows:**

17.18.040 - Requirements—Residential development. The following requirements apply to residential development in the NRA-S district:

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- A. The following is permitted:
  - 1. A one-family residence;
  - 2. Supportive housing;
  - 3. Transitional housing;
  - 4. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
  - 5. Small family day care home;
  - 6. Residential care facility serving six or fewer residents.
- B. The minimum building site is one-half acre, except that lots of less than one-half acre, which were divided for residential purposes on or before September 16, 1967 and were in separate ownership or were delineated in a county-approved plan that constitutes part of a duly recorded subdivision, may be used for residential purposes.
- C. Residential Development Standards. The following residential development standards apply:
  - 1. The maximum building height limit is as follows:
    - a. Main buildings, thirty-five feet;
    - b. Accessory buildings, twenty feet.
  - 2. Exterior Colors. The use of neutral exterior colors is required.
  - 3. Roofing Materials. The use of non-glare roofing materials is required.
  - 4. Buffers. Development will be buffered by distance, topography or forest cover from existing or planned public use areas, such as trailer parks, campgrounds or organizational sites. Separation will be sufficient to avoid conflicts resulting from intervisibility, noise and proximity that is conducive to private property trespass.
  - 5. Yards. Yard requirements are as follows:
    - a. Front, twenty feet;
    - b. Side, five feet on one side and twelve feet on the other side, except for lots created prior to June 7, 1978, it is five feet on either side;
    - c. Rear, ten feet.
- D. In other than an approved subdivision, the clearing required for structures or mobile homes and the access thereto shall be reviewed by the District Ranger, Shasta Lake district, Shasta-Trinity National Forest. In any case where the District Ranger does not approve of the amount and location of clearing intended and he communicates this fact to the county planning department, a use permit shall be required. In granting the use permit, consideration shall be given to the proposed location on the parcel of the structure or mobile home and the access road thereto which preserves the natural forest setting of the parcel to the greatest extent.

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Chapter 17.20 National Recreation Area – Whiskeytown Unit (NRA-WI and NRA-WII) District is amended as follows:

**Amend section 17.20.030 "NRA-WI district" to read in its entirety as follows:**

17.20.030 - NRA-WI district.

- A. Generally. The NRA-WI district is created solely for use within the Whiskeytown unit of the Whiskeytown-Shasta-Trinity National Recreation Area and is intended for application to those lands which are contiguous to Whiskeytown Lake and are concerned primarily with water recreation and related activities.
- B. Uses. The following uses are permitted with a use permit:
  - 1. One-family residence and one noncommercial guest house for each one-family residence. Each residence or guest house is subject to the following regulations:
    - a. Minimum building site area, three acres; but a lesser acreage may be utilized for this purpose if, on or before February 7, 1963, the site was in separate ownership or within a recorded subdivision,
    - b. Maximum height, thirty-five feet,
    - c. Minimum frontage, one hundred fifty feet,
    - d. Minimum front yard, seventy-five feet,
    - e. Minimum side yard, fifty feet,
    - f. Maximum rear yard, twenty-five feet,
    - g. Maximum percentage of lot coverage permitted, ten percent,
    - h. Neutral colors, non-glare roofing materials, and architecture and layout that harmonizes with forested settings shall be used;
  - 2. Moving, alteration or improvement of existing residences or accessory structures; provided, there is compliance with requirements prescribed for residential uses under subparagraph 1 of this subsection; provided further, that such moving, alteration or improvement does not alter the residential character of the premises;
  - 3. Tree farming under a timber management plan that conforms to the California Forest Practices Act;
  - 4. Riding stables;
  - 5. Campgrounds, organization camps and picnic areas;
  - 6. Limited agricultural uses, such as truck gardening, provided these uses do not require extensive cutting or clearing of wooded areas and are not otherwise destructive of natural or recreational values;
  - 7. Clearing and removal of trees, shrubbery and other vegetation to the extent necessary in order to permit the exercise of a use otherwise allowed within this district;
  - 8. Religious and educational uses;

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9. Removal of gravel, sand and rock, or other alteration of the landscape, to the minimum extent necessary for the construction of an access road to the property on which a use is permitted. In all other circumstances, such removal or alteration shall be permitted only to the minimum extent necessary to make possible the exercise of a use otherwise permitted in this district;
  10. Signs as allowed by and subject to the provisions of Sections 17.84.060 through 17.84.069.
  11. Accessory uses and temporary removable structures appurtenant to any permitted use.
  12. Supportive housing;
  13. Transitional housing;
  14. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
  15. Small family day care home or Large family day care home;
- C. Prohibited Uses. Any use not included above as a permitted use shall be deemed a prohibited use, and if property is put to a prohibited use, the authority of the Secretary of the Interior to acquire "improved property" may be reinstated.

## SECTION 10

Chapter 17.24 Limited Residential (R-L) District is amended as follows:

### **Amend section 17.24.020 "Permitted uses" to read in its entirety as follows:**

17.24.020 - Permitted uses. The following uses are permitted outright in the R-L district:

- A. One-family residence;
- B. Agricultural uses, provided that the lot contains 1 acre of gross area; and
  1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
    - c. Three adult emus, rheas, ostriches or similar sized birds, or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals.
    - e. Unlimited fish, frogs, worms or similar sized animals;
  2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner that does not become a nuisance, as provided in Section 6.04.060;
  3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135; E. Supportive housing;

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- F. Transitional housing;
- G. One Accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);
- H. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.24.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.24.025 - Uses requiring a zoning permit. The following uses are permitted in the R-L district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;

**Amend section 17.24.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.24.030 - Uses requiring an administrative permit. The following uses are permitted in the R-L district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer service trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Boutique or small winery in accordance with Section 17.88.300;
- F. Boardinghouse;

**Amend section 17.24.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.24.040 - Uses requiring a use permit. The following uses are permitted in the R-L district if a use permit is issued:

- A. Animals in numbers exceeding those permitted in Section 17.24.020(B)(1);
- B. Group home serving seven or more residents;
- C. Dog kennel;
- D. Large animal veterinarian;
- E. Golf course;



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- F. Wholesale nursery or greenhouse;
- G. Commercial riding stable or riding academy;
- H. Processing plant for agricultural products grown on the premises; provided, the lot is five acres or larger in area;
- I. Church;
- J. Pet cemetery;
- K. Logging contractor's yard subject to the provisions of Section 17.88.271;
- L. Boutique, small or medium winery in accordance with Section 17.88.300;
- M. Day care center.
- N. Residential care facility serving more than six residents.

## SECTION 11

Chapter 17.26 Rural Residential (RR) District is amended as follows:

### **Amend section 17.26.020 "Permitted uses" to read in its entirety as follows:**

17.26.020 - Permitted uses. The following uses are permitted outright in the R-R district:

- A. One-family residence;
- B. Agricultural uses, provided that the lot contains 1 acre of gross area; and
  - 1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals; or
    - c. Three adult emus, rheas, ostriches or similar sized birds; or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals.
    - e. Unlimited fish, frogs, worms or similar sized animals.
  - 2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner that does not become a nuisance, as provided in Section 6.04.060,
  - 3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of agricultural products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135;
- E. Supportive housing;
- F. Transitional housing;
- G. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);

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- H. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.26.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.26.025 - Uses requiring a zoning permit. The following uses are permitted in the R-R district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;

**Amend section 17.26.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.26.030 - Uses requiring an administrative permit. The following uses are permitted in the R-R district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Boutique or small winery in accordance with Section 17.88.300;
- F. Boardinghouse;

**Amend section 17.26.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.26.040 - Uses requiring a use permit. The following uses are permitted in the R-R district if a use permit is issued:

- A. Animals in numbers exceeding those permitted in Section 17.26.020 (B)(1);
- B. Group home serving seven or more residents;
- C. Dog kennel;
- D. Large animal veterinarian;
- E. Golf course;
- F. Wholesale nursery or greenhouse;
- G. Commercial riding stable or riding academy;
- H. Church;

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- I. Pet cemetery;
- J. Logging contractor's yard (see Section 17.88.271);
- K. Boutique, Small or Medium winery (see Section 17.88.300);
- L. Day care center.
- M. Residential care facility serving more than six residents.

## SECTION 12

Chapter 17.28 Interim Rural Residential (IR) District is amended as follows:

**Amend section 17.28.020 "Permitted uses" to read in its entirety as follows:**

17.28.020 - Permitted uses. The following uses are permitted outright in the I-R district:

- A. One-family residence;
- B. Agricultural uses; provided that, the lot contains one acre of gross area, and
  1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
    - c. Three adult emus, rheas, ostriches or similar sized birds, or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals,
    - e. Unlimited fish, frogs, worms or similar sized animals.
  2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner as to not become a nuisance, as provided in Section 6.04.060;
  3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of agricultural products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135;
- E. Supportive housing;
- F. Transitional housing;
- G. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- H. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.28.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

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17.28.025 Uses requiring a zoning permit. The following uses are permitted in the I-R district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;

**Amend section 17.28.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.28.030 - Uses requiring an administrative permit. The following uses are permitted in the I-R district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Boardinghouse

**Amend section 17.28.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.28.040 - Uses requiring a use permit. The following uses are permitted in the I-R district if a use permit is issued:

- A. Animals in numbers exceeding those permitted in Section 17.28.020 (B)(1);
- B. Dog kennel;
- C. Group home serving seven or more residents;
- D. Golf courses;
- E. Wholesale nursery or greenhouse;
- F. Commercial riding stable or riding academy;
- G. Church;
- H. Day care center.
- I. Residential care facility serving more than six residents.

## **SECTION 13**

Chapter 17.30 One-family Residential (R1) District is amended as follows:

**Amend section 17.30.020 "Permitted uses" to read in its entirety as follows:**

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17.30.020 - Permitted uses. The following uses are permitted outright in the R-1 district:

- A. One-family residence, except manufactured and mobile homes on foundation systems are subject to subsection B of this section;
- B. A mobile home certified under the National Mobile Home Construction and Safety Act of 1974 (42 U.S.C. Section 5401 et seq.) and installed on a foundation system and meeting other adopted development standards, in lieu of a frame-constructed dwelling;
- C. Second one-family residence subject to the provisions of Section 17.88.135;
- D. Supportive housing;
- E. Transitional housing;
- F. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- G. Small family day care home;
- H. Residential care facility serving six or fewer residents.

**Amend section 17.30.025 "Uses permitted with a zoning permit" to read in its entirety as follows:**

17.30.025 - Uses requiring a zoning permit. The following uses are permitted in the R-1 district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;

**Amend section 17.30.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.30.030 - Uses requiring an administrative permit. The following uses are permitted in the R-1 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility.
- E. Boardinghouse;

**Amend section 17.30.040 "Uses permitted with a use permit" to read in its entirety as follows:**

17.30.040 - Uses requiring a use permit. The following uses are permitted in the R-1 district if a use permit is issued:

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- A. Golf course;
- B. Church;
- C. Day care center.
- D. Residential care facility serving more than six residents.

**Amend subsection (A) "Minimum lot area," of section 17.30.060 "Site development standards" to read in its entirety as follows:**

17.30.060 - Site development standards. The following site development standards apply in the R-1 district:

- A. Density and minimum gross lot size. Residential density shall be as permitted by the general plan, including any permitted density bonus. Except as otherwise provided in Section 17.84.010, the following minimum gross lot size requirements apply:
  - 1. Interior lot, 5,445 square feet;
  - 2. Corner lot, six thousand square feet.

## **SECTION 14**

Chapter 17.32 One-family Mobile Home (R-M) District is amended as follows:

**Amend section 17.32.010 "Purpose" to read in its entirety as follows:**

17.32.010 - Purpose. The purpose of the one-family mobile home (R-M) district is to provide fully serviced, urban-sized lots for manufactured and mobile homes, one-family residences and related uses. This district is consistent with the urban residential (UR), suburban residential (SR) and mixed use (MU) general plan designations.

**Amend section 17.32.020 "Permitted uses" to read in its entirety as follows:**

17.32.020 - Permitted uses. The following uses are permitted outright in the R-M district:

- A. Manufactured home, mobile home, or a one-family residence;
- B. Recreation facilities incidental to a planned residential development, including a community swimming pool, tennis courts, clubhouse, etc.
- C. Supportive housing;
- D. Transitional housing;
- E. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- F. Small family day care home;
- I. Residential care facility serving six or fewer residents.

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**Amend section 17.32.025 "Uses permitted with a zoning permit" to read in its entirety as follows:**

17.32.025 - Uses requiring zoning permit. The following uses are permitted in the R-M district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.190:

- A. Home occupation with no customer vehicle trips;
- B. Second one-family residence subject to the provisions of Section 17.88.135.

**Amend section 17.32.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.32.030 - Uses requiring administrative permit. The following uses are permitted in the R-M district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;

**Amend section 17.32.040 "Uses permitted with a use permit" to read in its entirety as follows:**

17.32.040 - Uses requiring use permit. The following uses are permitted in the R-M district if a use permit is issued:

- A. Golf course;
- B. Church;
- C. Day care center.

**Amend subsection (A) "Minimum lot area," of section 17.32.060 "Site development standards" to read in its entirety as follows:**

17.32.060 - Site development standards. The following site development standards apply in the R-M district:

- A. Density and minimum gross lot size. Residential density shall be as permitted by the general plan, including any permitted density bonus. Except as otherwise provided in Section 17.84.010, the following minimum gross lot size requirements apply:
  - 1. Interior lot, 4,356 square feet;
  - 2. Corner lot, five thousand square feet.

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## **SECTION 15**

Chapter 17.34 Two-family Residential (R2) District is amended as follows:

### **Amend section 17.34.010 "Purpose" to read in its entirety as follows:**

17.34.010 - Purpose. The purpose of the two-family residential (R-2) district is to provide fully serviced urban-sized lots for either one-family or two-family (duplex) residences and related uses. This district is consistent with the urban residential (UR), suburban (SR) and mixed use (MU) general plan designations.

### **Amend section 17.34.020 "Permitted uses" to read in its entirety as follows:**

17.34.020 - Permitted uses. The following uses are permitted outright in the R-2 district:

- A. One-family residence;
- B. Two-family residence;
- C. Townhouses and attached one-family residences;
- D. Recreational facilities incidental to a planned residential development, including a swimming pool, tennis courts, clubhouse, etc;
- E. Supportive housing;
- F. Transitional housing;
- G. Small family day care home;
- H. Residential care facility serving six or fewer residents.

### **Amend section 17.34.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.34.030 - Uses requiring administrative permit. The following uses are permitted in the R-2 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;

### **Amend section 17.34.040 "Uses permitted with a use permit" to read in its entirety as follows:**

17.34.040 - Uses requiring use permit. The following uses are permitted in the R-2 district if a use permit is issued:

- A. Group home serving seven or more residents;



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- B. Golf course;
- C. Church;
- D. Residential care facility for the elderly serving no more than fifteen people;

**Amend subsection (A) "Minimum lot area," of section 17.34.060 "Site development standards" to read in its entirety as follows:**

17.34.060 - Site development standards. The following site development standards apply in the R-2 district:

- A. Density and minimum gross lot size. Residential density shall be as permitted by the general plan, including any permitted density bonus. Except as otherwise provided in Section 17.84.010, the following minimum gross lot size requirements apply:
  - 1. Interior lot, 5,445 square feet;
  - 2. Corner lot, six thousand square feet.

## **SECTION 16**

Chapter 17.36 Multifamily Residential (R3) District is amended as follows:

**Amend section 17.36.010 "Purpose" to read in its entirety as follows:**

17.36.010 - Purpose. The purpose of the multifamily residential (R-3) district is to provide for higher density residential development in areas which have the services and facilities necessary for higher density residential uses, and where appropriate to establish residential densities high enough to meet the County's regional housing needs allocation obligations under state housing law. This district is consistent with the urban residential (UR), suburban residential (SR) and mixed use (MU) general plan designations.

**Amend section 17.36.020 "Permitted uses" to read in its entirety as follows:**

17.36.020 - Permitted uses. The following uses are permitted outright in the R-3 district:

- A. Multifamily residences;
- B. One- and two- family residences, attached one-family residences and townhouses when part of a mix of residential uses that meet the required minimum density for the site;
- C. Condominiums;
- D. Accessory buildings and uses commonly found in multifamily or condominium developments, including garages, carports, laundry facilities and rental and administrative offices;
- E. Recreational facilities incidental to a planned residential development, including a swimming pool, tennis courts, clubhouse, etc.
- F. Supportive housing;

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- G. Transitional housing;
- H. Small family day care home;
- J. Residential care facility serving six or fewer residents.

**Amend section 17.36.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.36.040 - Uses requiring use permit. The following uses are permitted in the R-3 district if a use permit is issued:

- A. Residential care facility for the elderly;
- B. Group home serving seven or more residents;
- C. Boardinghouse;
- D. Private club, fraternity, sorority or lodge, except those for which the chief activity is a service customarily carried on by a business;
- E. Golf course;
- F. Church;
- G. Day care center;
- H. Customer parking for commercial uses, if abutting or opposite an alley from a commercial district;
- I. Convalescent hospital;
- J. Large family day care home;
- K. Residential care facility serving more than six residents.

**Amend subsections (A) "Minimum Building Site," (B) "Maximum Residential Density," (G) "Maximum structure height," and (M) "Development Plan" of section 17.36.060 "Site development standards" to read in their entirety as follows:**

17.36.060 - Site development standards. The following site development standards apply in the R-3 district:

- A. Minimum gross lot size. The minimum gross lot size requirement is eight thousand square feet, except as otherwise provided in Section 17.84.010.
- B. Maximum and Minimum residential density. Residential density is measured in residential units per gross acre. The maximum residential density is provided by a number following the general plan designation or the zoning district and the minimum density in the urban general plan designation is eighty (80) percent of the maximum density. Density may be increased beyond the identified maximum density through density bonus provisions, if a use permit is first approved, or as part of an approved Planned Development.
- G. Maximum Structural Height. The following structural height restrictions apply, except as otherwise provided in Section 17.84.030:

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1. Main buildings, forty-five feet;
  2. Accessory buildings, not to exceed twenty feet.
- M. Development Plan. An applicant for either a building permit or a use permit shall submit a site development plan which indicates how all required health and safety standards will be met including, but not limited to, water, sanitation, fire, and circulation; how any applicable conditions of approval or mitigation measures will be addressed; and how all applicable standards including, but not limited to, those listed in this section will be met. This submittal shall be made on a form prescribed by the director of resource management. If only a building permit is required for the use, then the director's approval shall be obtained prior to issuance of the building permit. If a use permit is required, then the director's approval shall occur as set forth by the terms and conditions of the use permit.

**Add subsection (O) "Design performance standards" to section 17.36.060 "Site development standards" to read in its entirety as follows:**

17.36.060 - Site development standards. The following site development standards apply in the R-3 district:

- O. Design performance standards. For any development of five or more multifamily residential units the following additional design performance standards shall apply:
- a. Except for approved pick-up and drop-off areas, resident and visitor parking shall be located behind the buildings, in the rear of the site, accessed from alleys where available and screened from view of the public street.
  - b. Walkways, driveways or other impervious surfaces shall not exceed 25 percent of front building setback area.
  - c. The following architectural features (or a similar level of design enhancements shown to be equal or superior in effect as approved by the Director) shall be incorporated into the project design as follows:
    - I. Balconies (when two stories or greater)
    - II. Porches
    - III. Pitched roofs
    - IV. Overhanging roofs with gabled ends
    - V. Dormers
    - VI. Change in wall plane (pop-outs, projections, etc.) for buildings that exceed 24 feet in length.
  - d. Alternative standards may be applied through an approved administrative permit, which may be referred to the Planning Commission in accordance with section 17.92.050(D)(3), use permit, or Planned Development as applicable, provided that the approving body finds that with the alternative standards the proposed development will be of equal or greater excellence in arrangement, design,

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attractiveness, safety and compatibility with its surroundings than would result if the routine development standards of this section were applied.

## **SECTION 17**

Chapter 17.38 Mobile Home Park (MHP) District is amended as follows:

### **Amend section 17.38.010 "Purpose" to read in its entirety as follows:**

17.38.010 - Purpose. The purpose of the mobile home park (MHP) district is to provide for the coordinated development and maintenance of mobile and manufactured home parks. This district is consistent with all residential general plan designations, provided the residential densities of the applicable general plan designation are met.

### **Amend section 17.38.020 "Permitted uses" to read in its entirety as follows:**

17.38.020 - Permitted uses. The following uses are permitted outright in the MHP district:

- A. Mobile and manufactured home parks meeting the development standards of Section 17.38.060;
- B. Residential mobile and manufactured homes placed in an approved mobile or manufactured home park;
- C. Accessory uses commonly found in mobile and manufactured home parks, including a car garage or carport space, storage facilities, laundry facilities, recreational vehicle parking, maintenance equipment storage areas, space rental and administrative office and other accessory uses.;
- D. Common recreation areas and facilities, including a swimming pool, tennis courts, clubhouse, etc.

### **Amend section 17.38.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.38.040 - Uses requiring use permit. The following uses are permitted in the MHP district if a use permit is issued:

- A. Mobile or manufactured home park or expansion of a mobile or manufactured home park not meeting the development standards of Section 17.38.060;
- B. Accessory structures or uses other than those identified in Section 17.38.020;
- C. Convenience store;
- D. Golf course;
- E. Day care center

### **Amend subsections (A), (B), (C) and (M) of section 17.38.060 "Site development standards" to read in their entirety as follows:**

17.38.060 - Site development standards. The following site development standards apply in the MHP district:

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- A. New Mobile or Manufactured Home Parks or Expansions. All new mobile and manufactured home parks or expansions to existing mobile or manufactured home parks shall be developed to the standards set forth in this section, unless a use permit is issued which provides an exception to the standards.
- B. Minimum Lot Size. Each mobile or manufactured home park shall be at least one acre in size.
- C. Minimum Mobile or Manufactured Home Space Size. The minimum space size for each mobile or manufactured home shall be three thousand square feet.
- M. Open Space and Recreation.
  - 1. Common landscaped open space and recreation land shall be provided in the park as follows:
    - a. Common open space shall comprise sixteen percent of the gross mobile home park acreage, if the park provides a common recreation center which possesses a total floor area of not less than twenty-five square feet per lot for the first one hundred fifty lots and fifteen square feet per lot thereafter, but in no case less than two thousand square feet; or, if the park does not provide a common recreation center as described in (a) above;
    - b. Common open space shall be twenty percent of the gross mobile home park acreage, if the park does not provide a common recreation center as described in subparagraph (a) of subsection (M)(1).
  - 2. Park walkways, at least eight feet wide and leading to open space and recreation facilities, may count as part of the recreation area.
  - 3. Recreation areas shall be provided at locations convenient to park residents and the park service centers.
  - 4. Recreation areas may include space for common buildings and common use facilities, such as indoor recreation areas, swimming pools, outdoor courts for games and similar recreation facilities.

## SECTION 18

Chapter 17.39 Mobile Home Park Conversions is added as follows:

**Add Chapter 17.39 "Mobile Home Park Conversions" to read in its entirety as follows:**

### Chapter 17.39 MOBILE HOME PARK CONVERSIONS

Sections:

- 17.39.010 Purpose.
- 17.39.020 Definitions.
- 17.39.030 Applications for mobile home park conversions.
- 17.39.040 Procedures for review.
- 17.39.050 Findings.
- 17.39.060 Conditions.

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17.39.010 Purpose. The unrestricted conversion of mobile home parks to other uses diminishes the mobile home stock and spaces available within the County. The purpose of this chapter is to provide certain regulatory safeguards for the protection of residents and potential purchasers of mobile homes, and to implement the County's general plan policies to provide varied housing choices and opportunities.

17.39.020 Definitions. For purposes of this chapter, the following words are defined as follows:

- (A) "Park" means a mobile home park which rents spaces for mobile home dwelling units.
- (B) "Owner" means the owner, lessor, or designated agent of the park.
- (C) "Tenant" means the owner(s) of a mobile home dwelling unit who is renting space from the owner of a park.

17.39.030 Applications for mobile home park conversions.

- (A) The use of property as a mobile home park shall not be terminated for the purpose of conversion to another land use until application for a mobile home park conversion has been made to the Director and approval has been received from the Planning Commission or the Board of Supervisors on appeal.
- (B) No building permit shall be issued on property occupied by a mobile home park for uses other than those associated with the mobile home park use until approval for mobile home park conversion has been obtained pursuant to this chapter.
- (C) Applications for a mobile home park conversion shall be made to the Director with the filing fee prescribed by the Board of Supervisors. The application shall contain the following information:
  - (1) Plans indicating the proposed use for the site for which an application for conversion is made.
  - (2) The timetable for conversion of the park.
  - (3) If the proposed conversion is to a use not consistent with the underlying zone district or general plan land use designation, or requires any approval of a tentative map, use permit, or other entitlement, the applicant shall file concurrently an application for rezoning, general plan amendment and any additional entitlement, as applicable.
  - (4) The total number of spaces within the park; the number of spaces occupied; the length of time each space has been occupied by the present tenant; and the monthly rent currently charged.
- (D) An application for a mobile home park conversion shall be subject to environmental review in accordance with the County's environmental review guidelines.

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17.39.040 Procedures for review.

(A) Following the submittal of all required information in connection with an application for a mobile home park conversion and completion of the environmental review, the application shall be set for public hearing before the Planning Commission in the same manner as a use permit and in accordance with section 17.92.020.

(B) The Planning Commission shall, after the close of the public hearing, render a decision whether the conversion should be approved based upon the findings set forth in section 17.39.050.

(C) Any applicant, or any other interested person may appeal the planning Commission's determination to the Board of Supervisors in the same manner as a use permit appeal and in accordance with section 17.92.030.

17.39.050 Findings. An application for a mobile home park conversion may be approved if the following findings are made:

(A) There exists sufficient mobile home space availability within the unincorporated area of the County of Shasta to accommodate the mobile homes to be displaced by reason of the conversion.

(B) The conversion will not result in the displacement of low income individuals or households who cannot afford rents charged in other parks.

(C) That the age, type, and style of mobile homes within the park proposed for conversion can be accepted into other parks within the County of Shasta.

(D) If the conversion is to another residential use, that the tenants of the mobile home park will have first opportunity to occupy the units and the construction schedule will not result in long-term displacements.

(E) The proposed conversion is consistent with the County General Plan.

(F) The proposed conversion is pursuant to the public health, safety and welfare.

(G) The conversion will not result in a shortage of housing opportunities and choices within the County of Shasta.

17.39.060 Conditions. In the approval of a mobile home park conversion, the County may attach conditions deemed reasonable in order to mitigate the impacts associated with the conversion. Such conditions may include, but are not limited to, the following:

(A) Full or partial payment by the owner for relocation of mobile homes to another park.

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(B) If the land occupied by the park is to be sold, the tenants be given the first right of refusal accepting the offer of the seller for the purchase of the park including all improvements.

(C) The tenants be given the option of a long-term lease of the land and purchase of the improvements.

(D) An effective date of the approval of the conversion of not less than one year after approval of the conversion so as to provide sufficient time for the relocation of the mobile homes to other parks.

(E) If the mobile homes cannot be relocated to parks in the area, the applicant may be required to purchase said mobile homes at fair market value, determined by an independent appraiser with mobile home expertise.

## **SECTION 19**

Chapter 17.40 Existing Residential (ER) District is amended as follows:

### **Amend section 17.40.020 "Permitted uses" to read in its entirety as follows:**

17.40.020 - Permitted uses. The following uses are permitted outright in the ER district:

- A. Those uses that existed on July 16, 1985;
- B. One-family residence, or mobile home in lieu of a one-family residence, if placed on an undeveloped, legally separate lot.
- C. Small family day care home;
- D. Supportive housing;
- E. Transitional housing.

### **Amend section 17.40.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.40.030 - Uses requiring administrative permit. The following uses are permitted in the ER district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home.

### **Amend subsection (C) of section 17.40.060 "Site development standards" to read in its entirety as follows:**

17.40.060 - Site development standards. The following site development standards apply in the ER district:



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C. Maximum Structural Height. The following structural height restrictions apply, except as otherwise provided in Section 17.84.030:

1. Main building, thirty feet;
2. Accessory building, one story not to exceed twenty feet.

## **SECTION 20**

Chapter 17.42 local Convenience Center (C1) District is amended as follows:

**Amend section 17.42.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.42.025 - Uses requiring an administrative permit. The following uses are permitted in the C-1 district if an administrative permit is issued:

- A. A one-family residence, when the residence is occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial use exists, or detached;
- B. Small family day care home.

**Amend section 17.42.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.42.030 - Uses requiring a use permit. The following uses are permitted in the C-1 district if a use permit is issued:

- A. Auto service station;
- B. Day care center;
- C. Commercial condominiums;
- D. Church;

## **SECTION 21**

Chapter 17.44 Community Commercial (C2) District is amended as follows:

**Amend section 17.44.020 "Permitted uses" to read in its entirety as follows:**

17.44.020 - Uses permitted within buildings. The following uses are permitted in a C-2 district if conducted within a building:

- A. Retail sales;
- B. Services, including:

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1. Bank or other financial institution that provides a direct service to the public; insurance or real estate sales,
  2. Repair shop for shoes, radios, televisions or other domestic appliances,
  3. Laundry or cleaning establishment; laundromat,
  4. Barber or beauty shop,
  5. Standard restaurant,
  6. Travel or ticket agency,
  7. Photo studio,
  8. Business, professional or medical office; medical, dental or optical laboratory; blueprinting; photocopying,
  9. Health club;
- C. Print shop;
- D. Veterinary clinic, provided any kennels are located entirely within a building;
- E. Retail nursery or garden supply.

**Amend section 17.44.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.44.025 - Uses requiring a use permit. The following uses are permitted in the C-2 district if a use permit is issued:

- A. A one-family residence, when the residence is occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial use exists, or detached;
- B. Church, provided there is no school and no outdoor activities;
- C. Outdoor storage or sales associated with any of the uses permitted in Section 17.44.020;

**Amend section 17.44.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.44.030 - Uses requiring a use permit. The following uses are permitted in the C-2 district if a use permit is issued:

- A. Auto service station, self-serve and non-self-serve auto wash, auto repair services, excluding auto body and painting businesses, equipment rental;
- B. Bar, nightclub or cardroom;
- C. Motion picture theater, bowling alley, skating rink, video game center, lodge, club, fraternal organization, billiard parlor;
- D. Fast food restaurant;
- E. Sales of new or used autos, boats, motorcycles or mobile homes;

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- F. Miniature golf course;
- G. Motel or hotel;
- H. Bus terminal;
- I. Day care center;
- J. Commercial condominiums;
- K. Church with school and/or outdoor activities;
- L. Convalescent hospital.

## **SECTION 22**

Chapter 17.52 Commercial-Light Industrial (CM) District is amended as follows:

**Amend section 17.52.020 "Uses permitted within buildings" to read in its entirety as follows:**

17.52.020 - Uses permitted within buildings. The following uses are permitted in the C-M district if conducted within a building:

- A. Wholesale and retail sales and service uses, including:
  - 1. Building, electrical and plumbing materials, and furniture,
  - 2. Farm or ranch feed and related supplies sales,
  - 3. Janitorial or restaurant supplies,
  - 4. Nursery or garden supply,
  - 5. Auto or truck parts and supplies,
  - 6. Household appliance or furniture repair or service, including radio or television repair or furniture upholstery shops,
  - 7. Auction house,
  - 8. Building maintenance services, such as pest extermination, janitorial or grounds maintenance,
  - 9. Communication services, such as telegraph, telephone and radio telephone businesses, or radio or television stations,
  - 10. Printing, engraving, lithographing or publishing,
  - 11. Equipment rental,
  - 12. Taxidermist,
  - 13. Veterinarian clinic, provided any kennels are located within a building,
  - 14. Trade school, vocational or sports training center,

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15. Warehouse, ministorage or other storage buildings or wholesale distribution facilities, except those storing flammable or explosive material,
16. Food storage lockers and ice-making facilities;
- B. Light manufacturing activities, including:
  1. Combining, assembly or packaging of products, including:
    - a. Pharmaceuticals, drugs, toiletries or cosmetics,
    - b. Small equipment, instruments or appliances, such as medical, dental or optical equipment; drafting instruments, watches, clocks, musical instruments, cameras, photographic equipment (except film); hair-curling machines or electric razors,
    - c. Electronic and light electrical equipment, including radios, televisions and computers,
    - d. Food products, excluding those that may create obnoxious odors or smoke,
  2. Light manufacturing activities, including manufacturing of ceramic products such as pottery, figurines, or small glazed tile, using only previously pulverized clay; hand tools, cutlery, and kitchen utensils, electronic and light electrical equipment, including radios, televisions and computers; jewelry manufacturing; manufacturing of neon signs;
  3. Boutique, small or medium winery in accordance with Section 17.88.300.
- C. Uses accessory to the primary use and contained within the same building site, including offices, print shops, cafeteria, etc. This does not include businesses open to the public;
- D. Outdoor storage or sales in conjunction with a permitted use, provided:
  1. Storage is located on the rear portion of the lot,
  2. Storage is completely enclosed by a solid wall or fence (with necessary solid gates) not less than six feet in height, unless the storage area abuts a residential district, in which case the screening shall meet the criteria established in subsection I of Section 17.52.050,
  3. No material shall be stored to a height greater than that of the wall or fence enclosing the storage area;
- E. Agricultural uses;
- F. Caretaker's or night watchman's quarters;
- G. Emergency shelters (see Section 17.88.065).

**Amend section 17.52.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.52.025 - Uses requiring an administrative permit. The following uses are permitted in the C-M district if an administrative permit is issued:

- A. A one-family residence, when the residence is occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial-light industrial use exists, or detached;
- B. Boutique, small or medium winery (see Section 17.88.300).

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**Add subsection (M) to section 17.52.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.52.030 - Uses requiring a use permit. The following uses are permitted in the C-M district if a use permit is issued:

M. Convalescent hospital.

## **SECTION 23**

Chapter 17.54 Mixed Use (MU) District is amended as follows:

**Amend section 17.54.010 "Purpose" to read in its entirety as follows:**

17.54.010 - Purpose. The purpose of the mixed use (MU) district is to provide for a variety of residential, commercial and light industrial uses that will not cause odors, noise, visual or other adverse impacts. Conflicts that may result from the intermixing of land uses should be addressed by site-specific performance standards. This district is consistent with the commercial (C) and mixed use (MU) general plan land use designations.

**Amend section 17.54.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.54.025 - Uses requiring a zoning permit. The following uses are permitted in the M-U district if accessory to a residence, if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. A one- or two-family residence, provided, that for parcels created after January 10, 1984, the lot size must meet the building site requirement established in Section 17.54.060A;
- B. Home occupation with no customer vehicle trips;
- C. Guest house;
- D. Seasonal sales of pumpkins and Christmas trees when conducted separately from a legally established commercial use on the lot;

**Amend section 17.54.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.54.030 - Uses requiring an administrative permit. The following uses are permitted in the M-U district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Family care residence;
- C. Small family day care home or Large family day care home;

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- D. Bed and breakfast guest facility;
- E. Boarding house;
- F. Second residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units;
- G. If conducted within a commercial building:
  - 1. Retail sales,
  - 2. Personal services,
  - 3. Professional, business, administrative and medical offices;
- H. Boutique or small winery (see Section 17.88.300);
- I. Residential care facility serving more than six residents.

**Amend section 17.54.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.54.040 - Uses requiring a use permit. The following uses are permitted in the M-U district if a use permit is issued:

- A. Day care center;
- B. Multifamily residence;
- C. Hotel, motel, recreational vehicle park, campground;
- D. Auto or truck service station, auto or boat repair service, self-serve and non-self-serve auto wash; auto or truck parts or supplies;
- E. Wholesale and retail sales of building, electrical or plumbing materials; furniture sales; farm or ranch supplies;
- F. Sales of autos, boats, motorcycles, mobile homes, agricultural equipment; nursery or garden supplies and other outdoor sales and storage uses;
- G. Bowling alley, theater, video game center, billiard parlor, fraternal organization;
- H. Large and small animal veterinary hospital, provided kennels are located within a building;
- I. Contractor's yard, truck terminal, truck yard, truck repair and wash;
- J. Warehouse and mini-storage;
- K. Church;
- L. Light manufacturing activities that are at a scale commensurate with the size of the community; and do not cause odors, noise, visual or other adverse impacts;
- M. Commercial and light industrial condominiums;
- N. Boutique, small, or medium winery in accordance with Section 17.88.300;
- O. Convalescent hospital.

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**Amend the narrative first paragraph and subsection (J) of section 17.54.060 "Site development standards" to read in their entirety as follows:**

17.54.060 - Site development standards. The development standards established by this section apply to all development in the MU district. However, due to the diversity of areas within which the mixed use district may be applied, alternative standards may be applied through an approved use permit, provided that the approving body finds that with the alternative standards the proposed development will be of equal or greater excellence in arrangement, design, attractiveness, safety and compatibility with its surroundings than would result if the routine development standards of this section were applied.

- J. Development Plan. For multifamily residential projects and all nonresidential uses, an applicant for either a building permit or use permit shall submit a plan which indicates how the required health and safety standards will be met including, but not limited to, water, sanitation, circulation and fire, how any applicable conditions of approval or mitigation measures will be addressed, and how all applicable standards including, but not limited to, those standards listed in this section will be met. This submittal shall be made on a form prescribed by the planning director. If only a building permit is required for the use, then the director's approval shall be obtained prior to issuance of the permit and the approved plan shall become part of the permit. If a use permit is required, then the director's approval shall occur as set forth by the terms and conditions of the use permit.

**SECTION 24**

Chapter 17.62 Planned Development (PD) District is amended as follows:

**Amend section 17.62.010 "Purpose" to read in its entirety as follows:**

17.62.010 - Purpose. The purpose of the planned development (PD) district is to provide flexibility in the application of zoning standards to proposed developments that incorporate an innovative mix of building types, land uses, open space or residential densities. The County expects each planned development to be of significantly higher design quality, including more effective and attractive pedestrian orientation, environmental sensitivity, energy efficiency, and the more efficient use of resources, than would be achieved through conventional design practices and standards. Planned developments are under unified control and comprehensively planned. This district is consistent with all residential, commercial, mixed use and industrial general plan land use designations, provided the proposed primary uses are consistent with the general plan or applicable specific plan designation(s) within which the project is located, and are reasonably compatible with surrounding land use.

**Amend section 17.62.020 "Permitted uses" to read in its entirety as follows:**

17.62.020 - Permitted uses. Any use or combination of uses which are arranged and designed in such a manner as to result in a development which is internally compatible, compatible with surrounding uses and consistent with the general plan are permitted outright in the PD district. In cases involving areas designated by the general plan as suburban residential (SR), multifamily residential uses may be permitted as a part of a mix of housing types.

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**Delete section 17.62.030 "Density bonus" and replace with 17.62.030 "Development standards, modification" to read in its entirety as follows:**

17.62.030 - Development standards, modification. Development and land uses within the PD district shall comply with all applicable development standards except as specifically modified, waived, or augmented by the PD district. A PD district may include the adjustment or modification, where necessary and justifiable, of applicable development standards of the zoning plan or subdivision regulations.

**Amend section 17.62.040 "Mandatory project features" to read in its entirety as follows:**

17.62.040 – Mandatory project features. Each planned development shall incorporate one of the following mandatory project features and at least one additional feature or amenity proposed by the developer, which may include a second feature from the list below. The approving authority may require additional features, amenities or improvements through a development agreement or other agreement with the developer, or may approve alternative features and amenities that will provide equal or superior project design.

1. The project will include a minimum of 20 percent of the residential units that are affordable to households of very low, low or moderate income, and will remain affordable for a period of time consistent with California housing law through an acceptable binding mechanism;
2. The project will achieve greater energy efficiency than standard developments through the incorporation of green building techniques achieving a minimum of 15 percent greater energy efficiency than the minimum required by California Code of Regulations Title 24;
3. The project will preserve and protect a significant natural feature or open space in addition to those areas already required to be protected in accordance with applicable laws, and those areas with limited development potential due to slopes, flood hazard, etc.;
4. The project will provide a substantial amenity available to the public, for example, a significant public plaza, a public park, separated improved pedestrian and bike trails through the development and connecting to regional trails systems, or a similar improved feature with provisions for guaranteed long-term maintenance of those portions within the development not at County expense.

**Amend section 17.62.050 "Preliminary development plan" to read in its entirety as follows:**

17.62.050 – Preliminary development plan. Application for a planned development shall be made to the planning department and shall consist of a preliminary development plan, to include:

- A. A legal description of the total site involved;



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- B. A statement of the objectives to be achieved by the planned development through the particular approach to be used by the applicant;
- C. A tentative phasing schedule indicating the approximate timeline and order of project build out;
- D. A description of the total number and type of dwelling units, parcel sizes, area coverage, modified and natural open space, grading, residential densities, and areas devoted to non-residential uses;
- E. Identification of portions of the development which would otherwise require a variance, and all proposed modifications to applicable development standards and an explanation of the reasons for the proposed variance and modifications;
- F. A site plan and supporting maps, drawn to a suitable scale and clearly labeled, showing, if applicable:
  - 1. Existing site conditions, including contours, vegetation and water courses;
  - 2. Proposed lot designs;
  - 3. Approximate location and floor area of existing and proposed buildings or outlines of areas within which buildings may be located;
  - 4. Location and size of all areas to be conveyed or reserved as common or open spaces or for public uses;
  - 5. Existing and proposed circulation system of arterial, collector, and local streets; off-street parking, loading, and emergency access areas, points of access to public rights-of-way, and proposed ownership and maintenance of circulation routes;
  - 6. Existing and proposed sidewalks, walking and bike paths;
  - 7. Existing and proposed utility systems, including sanitary sewer, storm drainage, water, electricity, gas and telephone;
  - 8. A general landscape plan.
  - 9. A general grading plan;
- G. Information on land area adjacent to the proposed development, indicating important relationships between the proposal and surrounding land uses, circulation systems, public facilities and natural features;
- H. Any additional information which may be required by the Director to evaluate the character and impact of the planned development.

**Amend section 17.62.060 "Required findings" to read in its entirety as follows:**

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17.62.060 - Required findings. The approving body may approve a Planned Development rezone only after first making all of the following findings:

1. The project is consistent with the General Plan and any applicable specific plan;
2. The project complies with all applicable development standards including those modified by the PD rezoning;
3. The modifications to the development standards are necessary and appropriate to accommodate the superior design of the proposed project, its compatibility with adjacent land uses, and its successful mitigation of environmental impacts;
4. All affected public facilities, services, and utilities are or will be adequate to serve the proposed project;
5. The location, size, site planning, building design features, and operating characteristics of the project are suited to and compatible with the site and surrounding area;
6. The site has or will have adequate access to public streets and emergency ingress and egress points with adequate capacity to accommodate the quantity and type of traffic expected to be generated by the use; and
7. The establishment, maintenance, or operation of the proposed project will not, in the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity of the proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

**Amend section 17.62.070 "final development plan" to read in its entirety as follows:**

17.62.070 – Final development plan.

- A. Within two years of approval or conditional approval of the Planned Development district, and prior to construction of improvements and structures, the applicant shall file with the director a final development plan. At his/her discretion and for good cause, the director may extend the time for filing the final development plan for a period or periods not exceeding a total of three additional years.
- B. The final development plan shall be based upon those items from Section 17.62.050 (Preliminary development plan) and shall provide detailed plans and descriptions addressing proposed division of land, the type, size, location and use of all buildings and improvements, preliminary elevations of structures, including residential buildings, grading and drainage improvement plans, and so on.
- C. The director shall review the final development plan for substantial conformity to the approved preliminary development plan, and shall approve, conditionally approve or deny the final

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development plan. The Director shall notify the applicant of his/her decision within 60 days of filing. The decision of the Director

- D. No land division may be undertaken and no construction begun within an area with an approved Planned Development district until a final development plan has been approved.

**Amend section 17.62.080 "Planned development district, operational date" to read in its entirety as follows:**

17.62.080 – Planned development district, operational date. The terms of an approved Planned Development district shall become operational only upon recordation of a final or parcel map implementing the planned development, or, where a final or parcel map is not part of the planned development, when the final use permit is approved or final development plan is approved by the Director, Planning Commission or Board of Supervisors as applicable.

**Amend section 17.62.090 "Modification of approved development plans" to read in its entirety as follows:**

17.62.090 - Modification of approved development plans.

- A. Minor differences between approved development plans and construction plans may be allowed by the director.
- B. Modifications to approved development plans (preliminary or final) such as changes in the size and position of buildings, the number, area or configuration of lots, landscape treatment, phasing, and the like, may be permitted if a use permit is issued in accordance with section 17.92.020.
- C. Modifications such as substantial changes in proposed land uses, substantial increase or decrease in overall residential density, changes in the approved mandatory project features without a similar, equivalent feature, and similar changes may only be accomplished by amendment to the approved PD district through reapplication and submittal of a new preliminary development plan in conformance with section 17.92.080 and this chapter.

**Amend section 17.62.100 "Revocation of PD district zoning" to read in its entirety as follows:**

17.62.100 - Revocation of PD district zoning.

If a final development plan is not filed with the Director in the time specified in this chapter including any approved extension period, the Planning Commission and Board of Supervisors may remove the PD district zoning according to the procedure for county-initiated zone amendments in section 17.92.080.

**SECTION 25**

Chapter 17.64 Unclassified (U) District is amended as follows:

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**Amend section 17.64.020 "Permitted uses" to read in its entirety as follows:**

17.64.020 - Permitted uses. The following uses are permitted outright in the unclassified (U) district:

- A. One-family residence, except that in areas designated by the general plan as commercial (C), industrial (I) or mineral resource (M) residential uses shall be subject to the provisions of the zoning district most appropriate for the site as determined by the Director;
- B. All agricultural and timber management uses permitted without a use permit in the A-1, TL and TP districts, if the property is ten acres or smaller. If the parcel is larger than ten acres, the agricultural and timber uses permitted are those agricultural and timber uses permitted without a use permit in the EA, TL and TP districts;
- C. Any parcel designated for open space (N-O) in the general plan shall comply with the standards of the open space (OS) district as defined in Chapter 17.16;
- D. Any parcel designated as mixed use (MU) in the general plan shall comply with the standards of the mixed use (MU) district as defined in Chapter 17.54;
- E. Notwithstanding the provisions of Chapter 17.90 and Section 17.64.040, any mobile home lawfully installed without a foundation system prior to July 1, 1982, may be replaced within six months of its removal with another mobile home without a foundation system if all other requirements of law relating to the installation of mobile homes without a foundation system have been met.
- F. In areas where a one-family residence is allowed outright, the following related uses shall also be permitted:
  - 1. Supportive housing;
  - 2. Transitional housing;
  - 3. Small family day care home;
  - 4. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);

**Amend section 17.64.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.64.025 - Uses requiring a zoning permit. The following uses are permitted in the U district if they are accessory to a permitted one-family residence if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;
- C. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure;
- D. Outdoor auction of heavy equipment and trucks if the site is in a commercial (C) or industrial (I) general plan land use classification;
- E. Seasonal sales of pumpkins and Christmas trees when conducted separately from a legally established use in a commercial (C) or mixed use (MU) general plan land use classification.

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- F. Second one-family residence subject to the provisions of Section 17.88.135.

**Amend section 17.64.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.64.030 - Uses requiring an administrative permit. The following uses are permitted in the U district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.325:

- A. A mobile home, in lieu of a permitted one-family residence;
- B. The following uses, if they are accessory to a permitted one-family residence or mobile home
  - 1. Family care residence,
  - 2. Home occupation with customer vehicle trips,
  - 3. Small family day care home or Large family day care home,
  - 4. Bed and breakfast guest facility,

## **SECTION 26**

Chapter 17.78 Design Review (DR) District is amended as follows:

**Amend section 17.78.010 "Purpose" to read in its entirety as follows:**

17.78.010 - Purpose.

- A. The design review (DR) district is intended to be combined with any principal district for one or more of the following purposes:
  - 1. To protect areas having unique environmental, physical, historical or scenic features;
  - 2. To promote design and architectural features that are consistent with adopted community design guidelines for the area or general design review standards, as applicable;
  - 3. To encourage integrated approaches to the use of land and related physical development;
  - 4. To ensure compatibility with surrounding land uses;
  - 5. To protect the public's health and safety.
- B. The regulations of this district prevail over any conflicting regulation of any principal district with which this district is combined.

**Amend section 17.78.015 "Uses requiring an administrative permit" to read in its entirety as follows:**

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17.78.015 - Uses requiring administrative permit. If a commercial use is conducted within a commercial building, and the use is permitted outright or with an administrative permit in the principal district, the use is permitted in the DR district if an administrative permit is issued.

**Amend section 17.78.020 "Uses requiring a use permit" to read in its entirety as follows:**

17.78.020 - Uses requiring use permit. The uses permitted with a use permit in the principal district are permitted in the DR district if a use permit is issued.

**Amend section 17.78.030 "Site development standards" to read in its entirety as follows:**

17.78.030 - Site development standards.

- A. Site development standards in the design review (DR) district shall, in the aggregate, meet or exceed the standards prescribed by the regulations for the principal district.
- B. Each DR district shall be provided design review guidelines which direct the implementation of objectives for the district. In cases where there are no adopted community design guidelines for an area, the following general design review standards shall be met:
  - 1. A design theme is prepared and established which takes into account the relationship of the project to the surrounding area, including, but not limited to the proposed project's visual appeal and character, scale of development and sense of proportionality, building size and dimension, mix and pattern of color and architectural variation, lighting, signing and other physical relationships affecting appearance between various architectural styles found in and around the development;
  - 2. Landscaping, consistent with the design theme, is provided which meets or exceeds the minimum standards in section 17.84.040 and provides shading over thirty percent, or more, of parking and pedestrian areas within the project within ten years after completion of the project.

## **SECTION 27**

Chapter 17.83 Density Bonus is amended as follows:

**Amend section 17.83.010 "Purpose" to read in its entirety as follows:**

17.83.010 - Purpose. This chapter is intended to establish policies that implement state housing law under California Government Code sections 65915 through 65918, as may be amended from time to time, to facilitate the development of affordable housing to serve families of moderate and less-than-moderate incomes within the county through density bonus and other incentives. The regulations set forth in this chapter shall apply countywide.

**Delete section 17.83.020 "Definitions" in its entirety.**

**Amend section 17.83.030 "Implementation" to read in its entirety as follows:**

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17.83.030 - Implementation.

- A. Pursuant to Government Code Section 65915 and following, as may be amended from time to time, the County shall grant an applicant for a qualifying housing development who seeks a density bonus either (1) a density bonus, the amount of which shall be as specified in subdivision (f) of Government Code section 65915, or (2) a density bonus with one or more additional incentive(s) as described in subdivision (d) of Government Code section 65915, waivers or reductions in development standards, and/or reductions of parking ratios as described in subdivisions (e) and (p) of Government Code section 65915.
- B. As part of the approval process, a binding density bonus agreement between the County and the property owner, must be recorded with the County recorder, which agreement sets forth the conditions and terms to be met in the implementation of the density bonus law requirements and the requirements of this chapter. The agreement will also establish compliance standards and remedies available to the county should the developer/property owner fail to make or maintain the identified residential units accessible to the intended households for the term specified in the agreement. Unless otherwise provided, the agreement shall be recorded as a covenant on the property on which the designated affordable dwelling units will be constructed, which covenant shall run with the land.
- C. To be eligible for a density bonus in accordance with this chapter, an applicant must agree to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this chapter, that will contain at five or more dwelling units and any one of the following:
  - 1. A minimum of Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as may be amended from time to time;
  - 2. A minimum of Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code, as may be amended from time to time;
  - 3. A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, as may be amended from time to time; or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code as may be amended from time to time;
  - 4. Ten percent of the total dwelling units in a common interest development, as defined in Section 4100 of the Civil Code, as may be amended from time to time, for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, as may be amended from time to time, provided that all units in the development are offered to the public for purchase;
  - 5. Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, as may be amended from time to time, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.) as may be amended from time to time. The units described in this subparagraph shall be subject

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to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.

**Amend section 17.83.040 "Application" to read in its entirety as follows:**

17.83.040 - Application.

- A. To apply for a density bonus, the developer/property owner shall submit to the county a written proposal for a project pursuant to this chapter. If appropriate, the application shall be submitted in conjunction with a subdivision application or use permit application. Otherwise, the application shall stand alone. The proposal shall include at least the following information:
1. Identification of the qualifying category and amount of density bonus requested in accordance with this chapter and Government Code section 65915 and following, and the total number of units proposed for the housing development, including the number of designated affordable units.
  2. A description of the household income or special needs group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing costs consistent with U.S. Department of Housing and Urban Development ("HUD") Guidelines.
  3. Adequate information to determine the project cost per unit of the proposed development, including but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the County.
  4. The projected sales price or rental rates, and marketing plan for the affordable units.
  5. The location, unit sizes (square feet), and number of bedrooms of the designated affordable dwelling units.
  6. Proposed tenure of the use restrictions for designated affordable dwelling units as required by this section and Government Code Section 65915.
  7. A schedule for completion and occupancy of the designated affordable dwelling units, which must be phased in in proportion to the rest of the development.
  8. A description of the additional incentives or concessions, if any, being requested, with information supporting the premise that additional incentives or concessions are necessary to make the units affordable and the overall project viable.
  9. Other provisions to ensure successful implementation and compliance with this section and Government Code Section 65915.

**Add section 17.83.045 "Processing a density bonus request" to read in its entirety as follows:**

17.83.045 -Processing a density bonus request. Once a complete proposal is received by the County, the following procedures shall be followed:



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A. Permit requirement.

1. Where a density bonus request is part of a project that includes an application for a use permit or tentative or parcel map, the density bonus proposal along with the density bonus agreement shall be processed and considered by the Planning Commission concurrently with the use permit or map application in the manner prescribed for the use permit or map application. However, (1) the planning commission shall render its decision in the form of a written resolution, which shall include a recommendation to the board of supervisors for action on the application with the density bonus, the reasons for the recommendation, the relationship of the application to the general plan and any applicable specific plan, and findings as required by this section; (2) the Director of Resource Management shall cause a report of the Planning Commission's action to be filed with the Clerk of the Board within ten working days after the Planning Commission's decision; (3) upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for public hearing before it and shall consider the use permit or tentative or parcel map application along with the proposed density bonus in accordance with section 17.92.020(G) or 15.08.085 as applicable; (4) the board of supervisors may continue any hearing to a specific time, date, and place without further public notice; (5) The board of supervisors shall conduct a "de novo" review of the Planning Commission's decision and shall review the report of the Planning Commission's action and any additional relevant information that may have been received at the hearing before the board of supervisors; (6) the board of supervisors may, in its discretion, refer any application back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. The board of supervisors may also impose additional conditions; (7) following approval by the Board, the density bonus agreement shall be recorded with the County Recorder concurrently with the final or parcel map, or at the time the use permit is issued.
2. Where a request for a density bonus is a stand-alone request, the proposal shall be submitted to the Director, with all required fees. Once accepted as complete, the Director shall present the proposal to the Planning Commission whose decision shall be rendered in the form of a written resolution, which shall include findings as required by this section and a recommendation to the board of supervisors for action on the request. Upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for consideration before it. A noticed public hearing shall not be required for either the Planning Commission or the Board of Supervisors. The board of supervisors may, in its discretion, refer any request back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. Following approval by the Board, the density bonus agreement shall be recorded with the County Recorder.

B. Findings for approval. The approval of a density bonus and other incentives and concessions shall require that the review authority first make all the following findings:

1. The residential development will be consistent with the General Plan,
2. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities.

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3. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this chapter and state housing law.
4. Remain affordable for the required time period.

**Amend section 17.83.050 "Additional incentives" to read in its entirety as follows:**

17.83.050 - Additional incentives or concessions.

An applicant for a density bonus may submit a request for specific incentives or concessions as listed, and may request a meeting with the County staff prior to submitting the development application. The Director shall grant an incentive or concession request that complies with the requirements of this section and state law, unless the Board of Supervisors states in writing, based on substantial evidence, the findings established in Government Code Section 65915(d)(1)(A), 65195(d)(1)(B), or 65915 (d)(1)(C), as may be amended from time to time. The following are allowed incentives or concessions that can be made for projects qualifying under this section:

- A. Number of Incentives. The applicant shall receive other concessions or incentives, as listed in subsection B of this section, which significantly contribute to the economic feasibility of the qualifying development project. The number of concessions or incentives will be determined by Government Code Section 65915(d)(2), as may be amended from time to time.
- B. Types of Incentives. Additional concessions or incentives which the County may provide include, but are not limited to any of the following, as established in Government Code Section 65915(k).
  1. A reduction in site development standards or a modification of architectural design requirements that exceed the minimum State of California Building Standard pursuant to California Government Code Section 65915(k);
  2. A modification of zoning ordinance or design standards requirements that result in identifiable cost reductions that exceed the minimum State of California Building Standards pursuant to California Government Code Section 65915(k), including but not limited to a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required;
  3. Approval of mixed-use zoning in conjunction with the housing project, if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project; and
  4. Any other incentive or concession proposed by the Developer or the County that results in an identifiable, financially sufficient, and actual cost reductions.

**Amend and rename section 17.83.060 "Requirements for participation" to read in its entirety as follows:**

17.83.060 - Density Bonus Agreement.

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- A. Agreement Required. An applicant requesting a density bonus shall enter into a recordable density bonus agreement ("agreement") with the County in a form approved by the County Counsel. The executed agreement shall be recorded on the property designated for the construction of the designated affordable units. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.
- B. Project Information: The agreement shall include at least the following information about the project:
  - 1. Identification of the qualifying category and amount of density bonus requested in accordance with this chapter and Government Code section 65915 and following, and the total number of units proposed for the housing development, including the number of designated affordable units.
  - 2. A description of the household income or special needs group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing costs consistent with U.S. Department of Housing and Urban Development ("HUD") Guidelines.
  - 3. Adequate information to determine the project cost per unit of the proposed development, including but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the County.
  - 4. The projected sales price or rental rates, and marketing plan for the affordable units.
  - 5. The location, unit sizes (square feet), and number of bedrooms of the designated affordable dwelling units.
  - 6. Proposed tenure of the use restrictions for designated affordable dwelling units as required by this section and Government Code Section 65915, as may be amended from time to time.
  - 7. A schedule for completion and occupancy of the designated affordable dwelling units, which must be phased in in proportion to the rest of the development.
  - 8. A description of the additional incentives or concessions, if any, being requested, with information supporting the premise that additional incentives or concessions are necessary to make the units affordable and the overall project viable.
  - 9. Other provisions to ensure successful implementation and compliance with this section and Government Code Section 65915, as may be amended from time to time.
  - 10. A description of the additional incentives and concessions being provided by the County, if any.

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11. A description of the compliance standards and remedies available to the county should the developer/property owner fail to make or maintain the identified residential units accessible to the intended households for the term specified in the agreement.
12. Other provisions to ensure successful implementation and compliance with this Section and Government Code Section 65915, as may be amended from time to time.
  - a. Minimum Requirements. The agreement shall provide, at a minimum, that:
    - 1) The Developer shall give the County the continuing right-of-first-refusal to lease or purchase any or all the designated low income or affordable dwelling units at the appraised value.
    - 2) The deeds to the designated affordable dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interest for designated low income or affordable dwelling units without the written approval of the County.
    - 3) When providing the written approval, the County shall confirm that the price (rent or sale) of the designated low income or affordable dwelling unit is consistent with the limits established for low and very low income households, as published by HUD.
    - 4) The County shall have the authority to enter into other agreements with the developer, or purchasers of the designated low income or affordable dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households.
    - 5) Applicable deed restrictions, in the form satisfactory to the County Counsel, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in the County seeking any and all remedies available by law.
    - 6) In any action taken to enforce compliance with deed restrictions, the County Counsel shall, if compliance is ordered by a court of law, take all action that may be allowed by law to recover all of the County's costs of action including legal services.
    - 7) Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.
    - 8) The designated low income or affordable dwelling units that qualified the housing development for a density bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the requirements of Government Code Section 65915(c).

- b. For-sale housing conditions: In the case of for-sale housing developments, the agreement shall provide for the following conditions governing the initial sale and use of designated low income or affordable dwelling units during the applicable restriction period:
  - 1) A requirement that designated affordable dwelling units shall be owner-occupied by eligible households, or by qualified residents in the case of senior housing.
  - 2) Provisions as the County may require ensuring continued compliance with maintaining low income or affordable dwelling units in compliance with this section and State law.
  - 3) Terms for future sales and recapture of any equity to ensure continued affordability of dwelling units for the requisite time period, as prescribed by Government Code Section 65915(c).
- c. Rental Housing Conditions: In the case of rental housing development, the agreement shall provide for the following conditions governing the use of designated low income or affordable dwelling units during the restriction period:
  - 1) The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated affordable dwelling units for qualified tenants.
  - 2) Provisions requiring owners to annually verify to the County tenant incomes and maintain books and record to demonstrate compliance with this section.
  - 3) Provisions requiring owners to submit an annual report to the County, which includes the name, address, and income of each person occupying the designated affordable dwelling units, and which identifies the number bedrooms in each dwelling and monthly rent or cost of each unit.
  - 4) The applicable use restriction shall comply with the time limits for continued availability in compliance with this section and Government Code Section 65915(c), as may be amended from time to time.
- d. Execution of agreement: Following Board of Supervisors approval of the agreement and execution of the agreement by all parties, the completed agreement shall be recorded on the parcels designated for the low income or affordable dwelling units, at the County Recorder's Office.
- e. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.
- f. The agreement shall be binding on all future owners, developer and/or successors-in-interest.

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**SECTION 28**

Chapter 17.86 Off-street Parking and Loading Regulations is amended as follows:

**Amend section 17.86.030 "When required" to read in its entirety as follows:**

17.86.030 - When required. Every building or manufactured or mobile home hereafter installed, constructed, or enlarged, and every use of property hereafter inaugurated or expanded, shall be required to provide off-street parking and loading facilities, as specified by this chapter. The spaces shall be improved and installed prior to final building inspection or occupancy. When justified, a deferral of the required parking improvements may be approved, as set forth in the county development standards. All required off-street parking and loading spaces shall be maintained in good condition for the duration of the use that they are intended to serve.

**Amend section 17.86.060 "Compact car parking" to read in its entirety as follows:**

Compact vehicle parking may be provided at the following rate:

Total Parking Stalls	Maximum Compact Stalls
1 to 10 stalls	None
11 to 30 spaces	15 percent of all spaces
31 to 100 spaces	35 percent of all spaces
101 or more spaces	30 spaces plus 40 percent of all spaces in excess of 100

**Amend subsection (A) "Parking requirements" of section 17.86.140 "Off-street parking standards" to read in its entirety as follows:**

17.86.140 - Off-street parking standards.

The following parking schedule applies in all zone districts. The required parking spaces are in addition to company operated vehicles. When computing the required number of off-street parking or loading spaces, a remaining fraction of one-half or more shall be deemed a whole unit of measurement; a remaining fraction of less than one-half will be disregarded.

A. Parking requirements:

Use	Off-street Parking Space Requirements
Accessory dwelling unit	Refer to section 17.88.132
Animal care facility	5 parking spaces per doctor.
Automobile service, including repair, body shop or service station	5 parking spaces exclusive of service bays, pumping areas, or auto storage areas.

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Bowling alley	5 parking spaces for each bowling lane, plus 1 parking space for each 200 square feet of gross floor area devoted to accessory uses.
Business or trade school	1 parking space per 3 students, plus 1 space per employee.
Card room	1 parking space for each 2 seats in the play area, plus restaurant and bar parking.
Church, social hall, club, lodge, community center, theater, or other place of public assembly	1 parking space for each 4 seats in the principal seating area, or 1 parking space for every 40 square feet in the principal seating area, whichever is the greater, plus 1 passenger loading space.
Condominiums or townhouses	See "multifamily residences."
Convalescent hospital	1 parking space for each 3 beds.
Day care center	1 parking space for each 10 children, plus 2 other parking spaces, plus 1 passenger loading space.
Large family day care home	In addition to the required residential parking, 1 parking space, plus 1 passenger loading space.
Emergency Shelters, Supportive and Transitional Housing serving seven or more residents	In addition to the required residential parking, one half (0.5) space for each bedroom housing a recipient of support services, rounded to the next highest whole number.
Flea market	1 parking space for each 500 square feet of sales or display area, plus 1 per sales booth.
Golf course	4 parking spaces per hole, plus required parking for accessory uses.
Guest house	1 space in addition to that required for the main residence.
Hotel, motel, boardinghouse, or bed and breakfast guest facility	1 parking space per guest room, plus 1 space per two employees, plus required parking for accessory uses.
Industry	1 parking space for each 1,000 square feet of manufacturing or warehousing area, or per employee, whichever is greater, plus 1 parking space for each 300 square feet of office area, plus 1 parking space for each 250 square feet of retail floor area, if retail sales are allowed.
Medical offices and clinic	1 parking space for each 250 square feet of gross floor area.
Mobile or manufactured home park	2 parking spaces per unit (tandem parking permitted), plus 1 guest parking space for each 4 units, plus 1 recreational vehicle parking space for each 5 units. For mobile or manufactured home parks restricted to seniors only, 1 parking space per unit.
Mortuary	1 parking space for each 4 seats in the principal seating area, plus 3 parking spaces; or 1 parking space for each 45 square feet in the principal seating area, whichever is the greater.
Motel	See "hotel."
Multifamily or group residence, condominiums or townhouses	1.5 parking spaces per unit; plus 1 guest parking space for each 5 units, plus 1 recreational vehicle parking space for each 10 units.*

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	<p>Where such units are restricted to seniors only, or are developed at 20 or more units per acre and at least 20 percent of the units are restricted for affordable housing, 1 space per unit, plus guest and RV parking* as indicated above.</p> <p>*Note: On-site RV parking spaces may be waived by the Director where there is an enforceable, binding prohibition against parking RVs on site.</p>
One-family or two-family residence	2 parking spaces per dwelling unit.
Personal services	1 parking space for each 200 square feet of gross floor area.
Professional office, including bank and other financial institution	1 parking space for each 300 square feet of gross floor area.
Research and development	1 parking space per 2 employees.
Residential facility for the elderly	½ parking space per unit, in addition to parking for other types of residences.
Restaurant (standard) or bar	1 parking space for each 250 square feet of gross floor area or 1 space for every 4 seats based upon the capacity of the fixed or movable seating area, whichever is greater.
Restaurant (fast food)	1 parking space for each 50 square feet of gross floor area.
Retail:	
a. Enclosed — general retail	1 parking space for each 200 square feet of gross floor area.
b. Shopping center	1 parking space for each 275 square feet of gross floor area.
c. Enclosed — furniture, large appliance, carpet, piano, auto showroom or similar uses	1 parking space for each 500 square feet of retail floor area.
d. Open lot, including auto, boat, recreation vehicle and mobile home (does not include flea market or similar uses)	1 parking space for each 5000 square feet, not to exceed 5 spaces, plus 1 space for each 2 employees.
School:	
a. Grades K — 8	1 parking space per employee, plus 10 spaces.
b. Grades 9 — 12	1 parking space per 5 students, plus 1 space per 2 employees.
Convalescent hospital	1 parking space for each 3 beds.

**SECTION 29**



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Chapter 17.88 Special Uses is amended as follows:

**Amend Article I Uses Permitted in All Districts as follows:**

**Amend section 17.88.060 "Agricultural accessory building" to read in its entirety as follows:**

17.88.060 - Agricultural accessory building. Agricultural accessory buildings, as defined in 17.02.105, are permitted when accessory to a full-time or part-time agricultural use, provided the property on which the building is to be located is within a zone district that allows agricultural use by right, and the parcel meets the minimum acreage requirements for the zone district.

**Amend section 17.88.070 "Assemblage of people" to read in its entirety as follows:**

17.88.070 - Assemblage of people. Except in R-1, R-2, R-3, RM and MHP districts, circuses, carnivals, open air theaters, race tracks, boat races or similar uses involving temporary or intermittent assemblages of people, automobiles or boats, and that do not involve permanent structural improvements, may be permitted if an administrative permit is issued in each case and it is determined that the proposal will not adversely impact surrounding properties.

**Amend Article II Uses Permitted with a Residence or in Selected Residential Districts as follows:**

**Amend section 17.88.120 "Generally" to read in its entirety as follows:**

17.88.120 - Generally. There are certain land uses which, because of their characteristics, are permitted in residential areas, provided they meet appropriate standards. The uses described in this article may be permitted in conjunction with residential uses, subject to the criteria and limitations specified herein.

**Delete subsection (B) Definitions and renumber subsections (C), (D), (E), and (F) of section 17.88.132 "Accessory dwelling units."**

**Renumber and amend subsection (C) "Applicability" of section 17.88.132 "Accessory dwelling units" to read in its entirety as follows:**

- B. Applicability. Subject to all applicable provisions of this section, an Accessory dwelling unit may be established in any zone district which permits a one-family residence by right, and in the Mixed Use (MU) district provided that all required permits have been secured for the one-family residence.

**Renumber subsection (D) "General Provisions" and amend subsection 1(a) of section 17.88.132 "Accessory dwelling units" to read in its entirety as follows:**

- C. General Provisions. If the provisions of this section conflict with other provisions of the County Code, the provisions of this section shall govern. The following general provisions shall apply to Accessory Dwelling Units:

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1. Number of Units. There shall be no more than one accessory dwelling unit per legal lot.

- a) An accessory dwelling unit shall not be permitted on lots which have a guest house or a family care residence .

**Amend subsection (A) of section 17.88.140 "Residential accessory buildings" to read in its entirety as follows:**

17.88.140 - Residential accessory buildings.

- A. Residential accessory buildings are buildings which are subordinate to and commonly associated with a residence, including, but not limited to: private garages, carports, covered awnings, greenhouses, and private storage buildings. As used in this section, residential accessory buildings include the terms "residential accessory structure" and "accessory structure." This section does not apply to family care residences, accessory dwelling units, senior citizen residences, guest houses, servant's quarters, or any other buildings permitted and approved for human occupancy, or to agricultural buildings as defined in Section 17.02.105 and as permitted by section 17.88.060.

**Delete section 17.88.180 "Senior citizen residence" in its entirety.**

**Delete section 17.88.190 "Servant's quarters" in its entirety.**

**Amend section 17.88.205 "Home occupation with customer vehicle trips" to read in its entirety as follows:**

17.88.205 - Home occupation with customer vehicle trips. A home occupation with customer vehicle trips may be established on a lot, in addition to a permitted residential use, provided the home occupation meets all criteria of subsections A through E of Section 17.88.175, and customer vehicle trips do not exceed the following:

- A. If the lot is one acre or less in size, up to six customer vehicle trips may be permitted daily;
- B. If the lot is larger than one acre in size, up to ten customer vehicle trips may be permitted daily.

**Amend section 17.88.215 "Large family day care home" to read in its entirety as follows:**

17.88.215 - Large family day care home. A large family day care home may be established on a lot, in addition to a permitted residential use if an administrative permit is issued, and provided:

- A. The maximum number of children or adults at any time shall be fourteen (14). This includes the licensee's children and assistant's children under the age of ten and all other children under the age of eighteen;
- B. It may be located in a one-family residence;

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- C. It shall not be located within five hundred feet driving distance of another large family day care home;
- D. No signs are permitted;
- E. All fire safety requirements shall be met, including a fire safety clearance by the State Fire Marshal;
- F. A parking and loading area shall be provided, as specified in Chapter 17.86, except the loading area may be located in a front or side yard that typically is used as a driveway that leads to a garage or parking area. The parking and loading area shall be improved with at least four inches of gravel or cinders;
- G. It shall have frontage on, and access off of, a road that meets all applicable standards. Roads that are constructed for this project shall meet adopted county standards. Existing paved roads, including public roads, shall meet all safety and capacity criteria. If determined to be deficient, improvements to the road may be required.

**Delete section 17.88.220 "Mobile homes in an unclassified district" in its entirety.**

**Delete section 17.88.235 "Farm labor quarters" in its entirety.**

**Amend Article III Other Special Uses as follows:**

**Add section 17.88.275 "Emergency shelters" to read in its entirety as follows:**

17.88.275 Emergency shelters. Emergency shelters are permitted outright in the Commercial-Light Industrial (CM) district and shall comply with all objective standards identified in Government Code Section 65583 (a) ((4), and the Shasta County Code, that include the following:

1. Off-street parking as provided under Section 17.86 of this Code.
2. Shall not be located closer than three hundred (300) feet of any other emergency shelter, unless such other emergency shelter is located within the same building or on the same lot.
3. There shall be adequate receiving and reception space inside the structure such that prospective and current residents are not required to wait on sidewalks or any other public rights-of-way.
4. Any outdoor area provided for the residents of the emergency shelter shall be gated and fenced.
5. Lighting shall be provided for appropriate security subject to approval of the Sherriff and the Director, and provided that such light does not cause light or glare on adjacent properties and uses.
6. A management plan is required for all emergency shelters to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and approved by the Director prior to establishing the emergency shelter. Minimum standards and practices addressed in the plan shall be as follows:

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- a. The Emergency Shelter shall be operated by or in association with an agency or organization, with prior experience in managing or providing social services.
- b. The Emergency Shelter shall have an identified administrator and representative to address community concerns.
- c. The Emergency Shelter shall provide at least one responsible onsite supervisor at all times for every ten residents.
- d. Residents shall be regularly evaluated by a case manager or other person(s) experienced in emergency shelter placement and/or management.
- e. The plan shall identify how the shelter will assist its residents with gaining access to social services, employment opportunities and other services.
- f. First aid and CPR assistance, life skills training, counseling, and personal services essential to enable homeless persons to make the transition to permanent housing shall be provided. Services may also include providing meals, as incidental to the operation of an Emergency Shelter.
- g. Referral services shall be provided to assist residents in obtaining permanent housing and income. Such services shall be available at no cost to residents of a shelter.
- h. Emergency Shelters shall be maintained in a safe and clean manner and free from refuse or discarded goods.

**Amend section 17.88.280 "Storage of mobile homes, recreational vehicles, sea vans, cargo containers or truck trailers" as follows:**

17.88.280 - Storage of mobile and manufactured homes, recreational vehicles, sea vans, cargo containers or truck trailers.

- A. A mobile or manufactured home shall not be placed on a lot until a mobile or manufactured home installation permit is issued. A mobile or manufactured home shall not be stored on a lot, unless the lot is a legally established commercial storage yard or a mobile or manufactured home sales lot.

**SECTION 30**

Chapter 17.92 Applications and Procedures is amended as follows:

**Amend subsection (F) of section 17.92.020 "Use permits" to read in its entirety as follows:**

17.92.020 - Use permits.

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- F. Except as provided in subsection (G) of this section, the planning commission may approve, conditionally approve or deny approval of the application by resolution. A resolution approving a use permit application shall clearly describe the uses permitted, set forth all conditions of approval, and identify which conditions, if any, must be met prior to use of the use permit. No use permit shall be granted unless findings of fact are made that the establishment, maintenance or operation of the use, building or facilities applied for will not, under the circumstances of the particular use, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the county; provided, if any proposed use, building or facility is necessary for the public health, safety or general welfare, the findings shall so state. The planning commission may require security it deems reasonably necessary to ensure compliance with any conditions imposed.

**Add subsection (G) of section 17.92.020 "Use permits" to read in its entirety as follows:**

- G. Where a use permit approval requires or is accompanied by an application to amend the zoning plan or the general plan, (1) the planning commission shall render its decision in the form of a written resolution, which shall include a recommendation to the board of supervisors for action on the application, the reasons for the recommendation, and the relationship of the application to the general plan and any applicable specific plan. A recommendation to approve a use permit application shall clearly describe the uses permitted, set forth all conditions of approval, and identify which conditions, if any, must be met prior to use of the use permit; (2) The Director of Resource Management shall cause a report of the Planning Commission's action to be filed with the Clerk of the Board within ten working days after the Planning Commission's decision; (3) Upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for public hearing before it and shall consider the use permit application along with the proposed amendment(s) to the zoning plan or the general plan in accordance with section 17.92.080. The board of supervisors may continue any hearing to a specific time, date, and place without further public notice; (4) The board of supervisors shall conduct a "de novo" review of the Planning Commission's decision and shall review the report of the Planning Commission's action and any additional relevant information that may have been received at the hearing before the board of supervisors; (5) The board of supervisors may, in its discretion, refer any application back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. The board of supervisors may also impose additional conditions.

**Renumber subsections (G), (H), (I), and (J) of section 17.92.020 "Use permits" as follows:**

- H. The granting of any use permit may be conditioned upon the dedication of land or the posting of a bond to guarantee the installation of public improvements, provided the dedication or public improvements are reasonably related to the use for which the use permit is granted. Every use permit granted under this section is revocable. Any use permit granted under this section may be limited by the B.A.R. or planning commission to a term set when the use permit

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is granted. The establishment, maintenance or operation of any use under this section shall cease at the end of the term, if any, of the use permit. No use permit granted under this section may be renewed, but a new use permit may be granted upon terms and conditions appropriate at the time of such grant.

- I. After the time for filing an appeal has expired, or if an appeal is timely filed, after the decision on the appeal, the director of resource management shall mail or deliver to the applicant or his agent a copy of the executed resolution on the decision. A resolution approving or affirming the approval of or reversing the disapproval of a use permit application shall constitute the use permit and shall permit the applicant to engage in the use or undertake the activity described, provided any precedent conditions imposed under subsection E of this section or on appeal have first been met.
- J. No building permit or mobile home installation permit for which a use permit is required shall be issued until the time to appeal approval of the use permit has expired, or in case of appeal, until the approval has been affirmed or the disapproval has been reversed by the board of supervisors.
- K. Any use permit, including the term of the permit and conditions of approval, may be amended upon a showing of good cause by any interested party or by the planning commission on its own motion. The provisions of subsections A through F of this section shall apply to any amendments proposed by an interested person. The provisions of subsections C through F of this section shall apply to any amendment initiated by the planning commission. (Ord. 95-3 § 97, 1995; prior code § 5.05.020)

**Add section 17.92.025 "Use permits - modification" to read in its entirety as follows:**

17.92.025 Use permits – modification. As provided in this section, upon application by the permit holder, an approved use permit or its conditions of approval, may be modified if the approving agency finds there are changes in circumstances that justify the modifications.

- A. Minor modification. A minor modification to an approved use permit may be approved by the Director if the proposed modification meets all of the following criteria:
  1. The modification complies with all existing conditions of approval and does not trigger the need for any new or amended conditions of approval.
  2. Any separate approvals or permits, such as a building permit, grading permit or encroachment permit are obtained.
  3. The modification is compatible with existing approved uses and reasonably fits within the scope and scale of the approved use(s).
  4. The modification does not introduce new, unanalyzed environmental effects (dust, noise, light, traffic, etc.) or would be of greater land use intensity than the approved use(s).
  5. The modification does not add to the existing overall floor area of approved structures, through additions or new structures, by more than fifteen (15) percent.

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6. Any added new uses to an existing Use Permit are allowed by right in the zone district, and the new uses are compatible with the existing approved uses and can be accommodated on the site in accordance with section 17.94.040.

Exceptions to the listed criteria may be approved by the Director with a recommendation from the staff planner and the planning manager. Any decision of the Director may be appealed to the Planning Commission in accordance with section 17.92.050(G).

- B. Amendment. An amendment to an approved use permit shall be required and referred to the approving agency (Planning Commission or Board of Supervisors, as applicable) if any of the following apply:
  1. The proposed changes would not comply with one or more of the existing conditions of approval, or triggers the need for new or revised conditions of approval.
  2. The proposed changes would introduce new, unanalyzed environmental effects (dust, noise, light, traffic, etc.) or would be of greater land use intensity than the approved use(s).
  3. The proposed changes would add new uses that otherwise require a zone permit, administrative permit or use permit in the particular zone district.

A use permit amendment shall be processed in the same manner as a use permit in accordance with sections 17.92.020 through 17.92.040 inclusive, but the hearing before the approving agency shall be confined to consideration of and action on the proposed modifications or amendment and related conditions of approval as may be appropriate.

## SECTION 31

Chapter 17.94 Administration and Enforcement is amended as follows:

**Amend section 17.94.030 "Zone district land use interpretation" to read in its entirety as follows:**

17.94.030 – Determination of similar use; Zoning plan interpretation; Land use verification.

- A. Determination of similar use. Any land owner may submit an application for a determination of similar use on his/her property, along with all applicable fees. Where a proposed land use is not specifically listed by the applicable zone district within which the property proposed for the use is located, the director of resource management may determine that the proposed use may be permitted if the following findings are made:
  1. The proposed unlisted use is similar in character and impact to a listed use; and
  2. The proposed use will be treated in the same manner as the listed use including determining where it is allowed, what permits are required, and what standards affect its establishment.

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The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.

- B. Zoning plan interpretation. Any member of the public may submit a written request for interpretation of the zoning plan. The request shall be submitted to the Director in the form of a letter, or on a form prescribed by the Director, and shall include reference to the sections of the zoning plan that are the subject of the request, along with an explanation of the circumstances leading to the request, and any other relevant information the applicant would like to be considered, along with all applicable fees. The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.
- C. Land use verification. Any land owner may submit a written request for verification of the status of an existing land use, or the land uses that would be permitted on his/her property, or any similar verification. The request shall be submitted to the Director in the form of a letter, or on a form prescribed by the Director, and shall include a description of the particular land use of concern, the circumstances related to the land use, such as any permit or other entitlement approved for the subject land use or the property, and any other relevant information the applicant would like to be considered, along with all applicable fees. The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.
- D. Appeal. Any Determination, interpretation, or verification made in writing by the director of resource management may be appealed to the planning commission in accordance with subsection C of Section 17.94.060.

**Amend section 17.94.040 "Combining uses" to read in its entirety as follows:**

17.94.040 - Combining uses.

- A. More than one permitted use may be permitted on one lot in any zone district, provided there is no conflict between the uses, and further provided that any applicable permits, including permits for a change of occupancy, are secured and all zone requirements and county development standards are met.
- B. On lots for which a use permit has been approved, additional uses permitted outright in the particular zone district may be allowed outright provided the criteria in subsection (A) are met. Additional uses requiring a zoning permit, administrative permit or use permit may be added through minor modification or amendment to the existing use permit in accordance with section 17.92.025.

**Amend subsection (C) "Enforcement authority" of section 17.94.060 "Administrative enforcement" to read in its entirety as follows:**

17.94.060 - Administrative enforcement.

- C. Enforcement Authority.
  - 1. The Director (or designee) is the enforcing officer for the provisions of this title. The Shasta County Sheriff (or designee) may also serve concurrently as an enforcing officer for the



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provisions of this title with the approval of the Shasta County Sheriff and the Director. Nothing in this provision shall be construed to limit the authority provided to the Shasta County Sheriff by state or federal law.

2. Any administrative decision of the Director regarding the interpretation of the provisions of this title or any condition of approval imposed pursuant to this division shall be made in writing whenever requested by any person, in writing, interested in the interpretation. The written interpretation shall be delivered personally or by mail to that person.
3. The director's decision may be appealed to the planning commission within ten days of the date of hand delivery or mailing of the decision by filing a written appeal with the planning department. The appeal shall specifically set forth the grounds upon which it is based. The commission shall hear the appeal and the appellant shall be given a reasonable opportunity to be heard and to present evidence at the hearing. The commission shall render its decision in writing to the Director and shall concurrently mail a copy of its decision to the appellant. A public hearing is not required for any appeal heard under this subsection. Pendency of an appeal under this subsection shall not affect the filing of any legal action or pursuit of any other remedy to enforce the provisions of this title or any condition imposed pursuant to this title.

## SECTION 32

Chapter 17.100 Reasonable Accommodation is added as follows:

**Add Chapter 17.100 "Reasonable Accommodation" to read in its entirety as follows:**

### 17.100

#### REASONABLE ACCOMMODATION

##### Sections:

17.100.010	Purpose
17.100.020	Applicability
17.100.030	Application
17.100.040	Approval authority
17.100.050	Grounds for approving accommodation
17.100.060	Appeals

17.100 010 Purpose. The purpose of this chapter is to establish reasonable and necessary standards and procedures, pursuant to the Federal Fair Housing Amendments Act of 1988 and California Fair Employment and Housing Act, Gov. Code Section 12901 (the Acts) and following, as they may be amended from time to time, for the County of Shasta to provide people with disabilities reasonable accommodation from the various land use, zoning and building laws, rules, policies, practices and procedures of the County that may be necessary to ensure equal access to housing.

17.100.020 Applicability. In order to make specific housing available to an individual with a disability, a disabled person or their authorized representative may request reasonable accommodation relating to the various land use, zoning, and building laws, rules, policies, practices and procedures of the County. A request may be filed at any time that the accommodation may be necessary to ensure equal access to housing. If the project for which the request is being made also requires some other planning or building

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permit or approval, then the applicant shall file the request together with the application for such permit or approval.

17.100.030 Application. All requests for reasonable accommodation shall include the following information:

1. Assessor's Parcel Number and physical address of the property for which the request is being made;
2. The current actual use of the property;
3. The code provision, regulation or policy from which accommodation is being requested;
4. The basis for the claim (including documentation) that the individual is considered disabled under the state and federal fair housing acts and why the accommodation is necessary to make the specific housing available to the individual;
5. Plans showing the details of the proposed use to be made of the land or building, and any other pertinent supporting documentation as required by the Planning Department.

17.100.040 Approval authority. The Director, or his/her designee, shall have the authority to consider and act on a request for reasonable accommodation. When a request for reasonable accommodation is filed with the County, it will be referred to the Director for review and consideration. The Director shall issue a written decision within thirty (30) days of the date of receipt of a completed application and may (1) approve the accommodation request, (2) approve the accommodation request subject to specified nondiscriminatory conditions, or (3) deny the request. All written decisions shall give notice of the right to appeal and the right to request reasonable accommodation on the appeals process, if necessary. The notice of decision shall be sent to the applicant or any other person requesting notice by certified mail, return receipt requested.

If necessary to reach a determination on the request for reasonable accommodation, the Director or designee may request further information from the applicant consistent with this chapter, specifying what additional information is required. In the event a request for further information is made, the thirty (30) day period to issue a written determination shall be stayed until the applicant responds to the request. Additional information shall not be requested solely as a means to postpone the timeline for a decision. Accommodation approval shall not have any force and effect until the applicant acknowledges receipt thereof and agrees in writing to each and every term and condition thereof.

17.100.050 Grounds for approving accommodation. In making a determination regarding the reasonableness of a requested accommodation, the following factors shall be considered:

1. Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual protected under the Acts.
2. Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Acts.

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3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the County.
4. Whether the requested accommodation will require a fundamental alteration to the zoning or building laws, policies or procedures of the County.
5. Physical attributes of the property and structures.
6. Alternative reasonable accommodations which may provide an equivalent level of benefit.

17.100.060 Appeals. Within thirty (30) days of the date the Director issues a written decision, the applicant requesting the accommodation may appeal an adverse determination or any conditions or limitations imposed in the written determination. Any other interested person not satisfied with the decision of the Director, may file an appeal within seven (7) calendar days of the date on which the decision being appealed was rendered. All appeals shall contain a statement of the grounds for the appeal. Appeals shall be to the Board of Supervisors who shall consider the matter and render a determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed. Following the filing of an appeal, the Board of Supervisors shall hold a public hearing on the matter. All determinations on an appeal shall address and be based upon the same findings required to be made in the original determination from which the appeal is taken.

### **SECTION 33**

The County finds that Z17-003 consists of updates and amendments to the County Zoning Plan including, but not limited to, compliance with the requirements for accessory dwelling units, provisions for emergency housing, provisions for transitional and supportive housing where and in the same manner as single-family housing is allowed by right, compliance with reasonable accommodation laws, and provisions to allow multifamily residential development at the County's assigned default density in areas where multifamily residential development is currently allowed by right and where services are or may become available. These updates and amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, Z17-003 is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the ordinance as proposed will not result in a direct or indirect physical change in the environment). In addition, Z17-003 is exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the ordinance as proposed may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this Zoning Plan Amendment is not subject to CEQA.

### **SECTION 34**

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

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**SECTION 35**

This ordinance shall take effect and be in full force and effect 30 days after its passage. The Clerk shall cause this ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this\_\_\_ day of \_\_\_\_\_, 2018, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

---

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

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

**Zoning Plan Amendment Z17-003 Showing Proposed Changes**

(New text appears as underline and deleted text as ~~strikeout~~)

**ORDINANCE NO. SCC 2018-  
AN ORDINANCE OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF SHASTA AMENDING THE SHASTA COUNTY CODE  
TITLE 17 ZONING PLAN**

The Board of Supervisors of the County of Shasta ordains as follows:

**SECTION 1**

Article II Definitions, of Chapter 17.02 General Provisions, is amended as follows:

**Amend section 17.02.055 "Agriculture" to read in its entirety as follows:**

17.02.055 Agriculture. "Agriculture" means the cultivation of land and raising of plants and animals and shall include:

- A. The preparation and tilling of the soil conducive to horticulture, silviculture and viticulture activities including, but not limited to, the growing and harvesting of shrubs, plants, flowers, trees, vines, fruits, vegetables, hay, grain and similar food, feed and fiber crops. Agriculture shall include row; field; tree and nursery crops; timber; cultivation of open fields or greenhouse crops of ornamental and nursery plant materials for wholesale or retail sales; but does not include retail nurseries.
- B. The raising and breeding of livestock, farming, dairying, beekeeping and other animal husbandry activities customarily incidental to these uses.
- C. Mushroom farming and aquaculture.
- D. Incidental cleaning, grading, packing, polishing, sizing and similar preparation of crops which are grown on the premises, but not including agricultural processing.
- E. Temporary or seasonal sales and promotion, incidental storage of crops which are grown, or animals which are raised on the property.
- F. Agriculture service uses such as and similar to fertilizing, spraying and harvesting which are designed to aid and directly support the primary agricultural uses on the property.
- G. Agriculture shall not include agricultural processing.

**Add section 17.02.056 "Agricultural worker housing" to read in its entirety as follows:**

17.02.056. Agricultural worker housing. (See "Employee housing").

**Amend section 17.02.085 "Bed and breakfast guest facility" to read in its entirety as follows:**

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17.02.085 - Bed and breakfast guest facility. "Bed and breakfast facility" means an owner-occupied one-family residence that provides up to four guest rooms, without individual kitchen facilities, for short term sleeping accommodations for overnight guests. Such use may include meal service limited to the overnight guests (see section 17.88.225).

**Add section 17.02.090 "Boarding house" to read in its entirety as follows:**

17.02.090 Boarding house. "Boarding house" means a building where long term lodging and/or meals for four or more persons living independently from each other are provided for compensation. Boarding house does not include a "residential care facility."

**Amend section 17.02.105 "Building, agricultural" to read in its entirety as follows:**

17.02.105 - Building, agricultural accessory. "Agricultural accessory building" means a detached structure accessory to a full-time or part-time agricultural operation, designed and constructed to house farm implements or supplies, hay, grain, poultry, livestock, or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, packaged or sold; nor shall it be a place frequented by the public. "Agricultural accessory building" does not include any structure which is used primarily for the storage of nonagricultural items.

**Amend section 17.02.125 "Building, residential accessory" to read in its entirety as follows:**

17.02.125 Building, residential accessory. "Residential accessory building" means a detached building subordinate to and located on the same building site as a residence, the use of which is incidental to that of the residential use including, but not limited to: private garages, carports, covered awnings, and private storage buildings. Residential accessory building includes the terms "residential accessory structure" and "accessory structure," but does not include a family care residence, guest house, or any other building permitted and approved for human occupancy, or to agricultural accessory buildings as defined in section 17.02.105 and as allowed in section 17.88.060.

**Add section 17.02.153 "Convalescent hospital" to read in its entirety as follows:**

17.02.153 Convalescent hospital. "Convalescent hospital" means any place, structure, or institution providing skilled nursing and allied professional health care, or for chronic or convalescent care for persons exclusive of relatives, in which nursing, dietary or other personal services are rendered to convalescents, disabled, or aged persons, who, by reason of advanced age, chronic illness, or physical infirmity are unable to properly care for themselves, but not including persons suffering from contagious or mental diseases, alcoholism, or drug addiction, and in which surgery is not performed and primary treatment, customarily given in medical hospitals or sanitariums, is not provided. Convalescent hospital includes "nursing home" but does not include "rest home," "hospital," or "residential care facility."

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**Delete sections 17.02.165 "Day care center," 17.02.170 "Day care home large," 17.02.175 "Day care home small," 17.02.290 "Large day care home," 17.02.560 "Small day care home" and replace with 17.02.165 "Day care facility" to read in its entirety as follows:**

17.02.165 Day care facility. "Day care facility" means a facility that provides non-medical care and supervision of adults or minor children for periods of less than 24 hours. Day care facilities include the following, all of which are required to be licensed by the California State Department of Social Services:

- A. Day care center. "Day care center" means Commercial or non-profit day care facilities other than a large family day care home or small family day care home, designed and approved to accommodate 15 or more children or adults. Includes infant centers, preschools, sick-child centers, and school-age child, and adult day care facilities. These may be operated in conjunction with a school or church facility, or as an independent land use.
- B. Large family day care home. "Large family day care home" has the meaning set forth in Health and Safety Code Section 1596.78 as it may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code Section 1596.78 provides that a "Large family day care home" is a home that regularly provides care, protection and supervision in the provider's own home, for periods of less than 24 hours per day, for seven to 14 children, inclusive, including children under the age of 10 years who reside in the home, while the parents or guardians are away. A "Large family day care home" may be a day care facility for adults rather than children.
- C. Small family day care home. A "Small family day care home" has the meaning set forth in Health and Safety Code Section 1596.78, as it may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code Section 1596.78 provides that a "Small family day care home" is a home that regularly provides care, protection and supervision in the provider's own home, for periods of less than 24 hours per day, for eight or fewer children, inclusive, including children under the age of 10 years who reside in the home, while the parents or guardians are away. A "Small family day care home" may be a day care facility for adults rather than children.

**Amend section 17.02.178 "Density" to read in its entirety as follows:**

17.02.178 Density. "Density" means the total number of dwelling units permitted per acre of land and shall include gross density and net density as further defined below.

- A. Gross density means the number of dwelling units permitted per acre of land, based on gross acreage. (See section 17.02.045)
- B. Net density means the number of dwelling units permitted per acre of land, based on net acreage. (See section 17.02.050)

**Add section 17.02.179 "Density bonus" to read in its entirety as follows:**

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17.02.179 - Density bonus. "Density bonus" means a density increase over the otherwise maximum permitted gross residential density under the land use element of the general plan in accordance with Government Code Sections 65915 – 65918 as they may be amended from time to time.

**Add sections 17.02.181 "Department" and 17.02.183 "Director" to read in their entirety as follows:**

17.02.181 – Department. "Department" means the Shasta County Resource Management Department, unless otherwise indicated.

17.02.183 – Director. "Director" means the Director of the Shasta County Resource Management Department or designee, unless otherwise indicated

**Renumber section 17.02.180 "Designated floodway – Regulatory floodway," and section 17.02.185 "Dog kennel" as follows:**

17.02.185 Designated floodway – Regulatory floodway

17.02.188 Dog kennel

**Amend and renumber section 17.02.183 "Development" to read in its entirety as follows:**

17.02.186 Development. "Development," means any human-caused change to improved or unimproved real estate that requires a permit or approval from any federal, state or local agency, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

**Add section 17.02.192 "Dwelling, accessory" to read in its entirety as follows:**

17.02.192 – Dwelling, accessory. "Accessory dwelling" means an attached or detached residential dwelling unit which provides independent living facilities for one or more persons on the same parcel on which the one-family residence is situated. An accessory dwelling shall include permanent living, sleeping, eating, cooking, and sanitation facilities. Accessory dwelling shall include the term "accessory dwelling unit" in accordance with Government Code Section 65852.2 as it may be amended from time to time. (See section 17.88.132).

**Amend section 17.02.205 "Dwelling unit" to read in its entirety as follows:**

17.02.205 Dwelling unit. "Dwelling unit" means one habitable room or group of internally connected habitable rooms, that have permanent sleeping, cooking, eating and sanitation facilities which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Dwelling unit includes a manufactured or mobile home whether or not installed on a permanent foundation.

**Add section 17.02.211 "Emergency shelter" to read in its entirety as follows:**



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17.02.211 Emergency shelter. "Emergency shelter" has the meaning set forth in Health and Safety Code section 50801(e) as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code section 50801(e) provides that Emergency shelter means 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.

**Renumber sections 17.02.212 "Encroachment" and 17.02.213 "Exploration work for minerals" as follows:**

17.02.213 Encroachment.

17.02.214 Exploration work for minerals.

**Replace section 17.02.212 "Encroachment" with section 17.02.212 "Employee housing" to read in its entirety as follows:**

17.02.212 Employee housing. "Employee housing" has the meaning set forth in Health and Safety Code section 17008 as that section may be amended from time to time. Employee housing shall be subject to the provisions of Health and Safety Code section sections 17021.5 and 17021.6 as those sections may be amended from time to time.

**Amend section 17.02.215 "Family" to read in its entirety as follows:**

17.02.215 Family. "Family" means one or more persons occupying a dwelling and living together as a single housekeeping unit in which each resident has access to all parts of the dwelling and there is a sharing of household activities, expenses, experiences and responsibilities.

**Delete section 17.02.220 "Farm labor quarters" in its entirety.**

**Replace section 17.02.290 "Large day care home" with 17.02.290 "Living space" to read in its entirety as follows:**

17.02.290 Living space. "Living space" means the improved interior 'habitable' area within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes.

**Amend section 17.02.355 "Manufactured home" to read in its entirety as follows:**

17.02.355 Manufactured home. "Manufactured home" has the meaning set forth in Health and Safety Code section 18007 as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code section 18007 provides that "Manufactured home" means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C.,

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Sec. 5401, and following). , If not placed on a permanent foundation the manufactured home is defined as a mobile home as set forth in Section 17.02.365.

**Amend section 17.02.365 "Mobile home" to read in its entirety as follows:**

17.02.365 - Mobile home. "Mobile home" has the meaning set forth in Health and Safety Code section 18008 as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code section 18008 provides that a "Mobile home" means a structure that was constructed prior to June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected onsite, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Mobile home" includes any structure that meets all the requirements of this paragraph and complies with the state standards for mobile homes in effect at the time of construction. "Mobile home" does not include a commercial modular, as defined in Section 18001.8, factory-built housing, as defined in Section 19971, a manufactured home, as defined in Section 18007, a multifamily manufactured home, as defined in Section 18008.7, or a recreational vehicle, as defined in Section 18010.

**Delete section 17.02.370 "Mobile home, duplex" in its entirety:**

**Amend section 17.02.375 "Mobile home park" to read in its entirety as follows:**

17.02.375 - Mobile or manufactured home park. "Mobile or manufactured home park" means any area or tract of land where three (3) or more mobile home or manufactured home lots are rented or leased or held out for rent or lease to accommodate mobile homes and/or manufactured homes used for human habitation. As used in this Title any reference to a mobile home park shall also include a manufactured home park.

**Add section 17.02.377 "Multifamily manufactured home" to read in its entirety as follows:**

17.02.377 Manufactured home, multifamily. "Multifamily manufactured home" has the meaning set forth in Health and Safety Code section 18008.7 as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety code section 18008.7 provides that a "Multifamily manufactured home" means either: (1) A structure transportable under permit in one or more sections, designed and equipped to contain no more than two dwelling units, a dormitory, or an efficiency unit, to be used either with a support system pursuant to Section 18613 or a foundation system pursuant to subdivision (a) of Section 18551, or (2) A structure transportable under permit in one or more sections, designed to be used with a foundation system for three or more dwelling units, as defined by Section 18003.3.

**Renumber section 17.02.441 "Regulatory floodway" and section 17.02.442 "Residence, family care" as follows:**

17.02.442 Regulatory floodway.

17.02.443 Residence, family care.

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**Add section 17.02.441 "Regional Housing Needs Allocation" to read in its entirety as follows:**

17.02.441 Regional Housing Needs Allocation. "Regional Housing Needs Allocation" means a state-mandated program that identifies the total number of housing units, by family income categories, that all local governments must accommodate during periodic General Plan Housing Element update cycles in accordance with Government Code section 65584 and following as may be amended from time to time.

**Amend section 17.02.445 "Residence, multifamily" to read in its entirety as follows:**

17.02.445 - Residence, multifamily. "Multifamily residence" means a building containing three or more independent dwelling units under one roof, including a multifamily manufactured home.

**Amend section 17.02.450 "Residence, one-family" to read in its entirety as follows:**

17.02.450 - Residence, one-family. "One-family residence" means a detached building containing a single dwelling unit, including a manufactured home or mobile home where a mobile home is allowed. One family residence also includes the term "single-family residence."

**Delete section 17.02.455 "Residence, senior citizen" in its entirety.**

**Amend section 17.02.460 "Residence, two-family" to read in its entirety as follows:**

17.02.460 - Residence, two-family. "Two-family residence" means a building containing two independent dwelling units under one roof (e.g., a duplex or two attached one-family residences), including a two-unit multifamily manufactured home.

**Amend section 17.02.465 "Residential care facility" to read in its entirety as follows:**

17.02.465 - Residential care facility. "Residential care facility" means a facility which is licensed by a federal, state or local health or welfare agency that provides resident services on a 24-hours per day basis, to unrelated persons in need of personal assistance essential for sustaining the activities of daily living, or for the protection of the individual, in a residential setting, excluding members of the resident family or persons employed as facility staff. Residential care facility differs from a "convalescent hospital" in that it is expected to provide comfort, safety, social participation, and the maintenance of health and activity, but does not provide skilled nursing care.

**Amend section 17.02.470 "Residential facility for the elderly" to read in its entirety as follows:**

17.02.470 - Residential care facility for the elderly. "Residential care facility for the elderly" has the meaning set forth in Health and Safety Code section 1569.2 as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code section 1569.2 provides that "Residential care facility for the elderly" means a housing arrangement chosen voluntarily by persons 60 years of age or over, or their authorized representative, where varying levels and intensities of care and supervision, protective supervision, personal care, or health-related services are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Persons

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under 60 years of age with compatible needs may be allowed to be admitted or retained in a residential care facility for the elderly as specified in Section 1569.316.

**Delete section 17.02.495 "Roominghouse" in its entirety.**

**Replace section 17.02.510 "Servant's quarters" with 17.02.510 "Second residence" to read in its entirety as follows:**

17.02.510 – Second residence. "Second residence" means a separate, detached one-family dwelling containing independent living, sleeping, kitchen, and sanitation facilities, located on the same lot as the main dwelling unit and with no specific limitation on size. A second residence, also referred to as second one-family dwelling, is differentiated from an accessory dwelling unit (Section 17.02.192) in that an accessory dwelling unit can be attached and is subject to different standards including size limitations.

**Add section 17.02.518 "Short term rental" to read in its entirety as follows:**

17.02.518 – Short term rental. "Short term rental" means the rental of any legally permitted dwelling unit or portion thereof for occupancy for dwelling, lodging or sleeping purposes for a period of less than 30 consecutive calendar days.

**Delete section 17.02.560 "Small day care home" in its entirety.**

**Amend section 17.02.563 "Start of Construction" to read in its entirety as follows:**

17.02.563 - Start of construction. "Start of construction," for floodplain management purposes, includes substantial improvement, and means the date that the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty days of the permit date. For all other purposes, the start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footing for piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**Renumber section 17.02.591 "Tasting room" as follows:**

17.02.593 Tasting room.

**Amend section 17.02.591 "Supportive housing" to read in its entirety as follows:**

17.02.591- Supportive housing. "Supportive Housing" has the meaning set forth in Government Code section 65582(g) as that section may be amended from time to time. At the time of adoption of this ordinance, Government Code section 65582(g) provides that "Supportive housing" means housing with

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no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing shall be subject to the same standards as a one-family residence.

**Add section 17.02.592 "Target population" to read in its entirety as follows:**

17.02.592 – Target Population. "Target population" has the meaning set forth in Government Code section 65582(i) as that section may be amended from time to time. At the time of adoption of this ordinance, Government Code section 65582(i) provides that "Target population" means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

**Add section 17.02.603 "Transitional housing" to read in its entirety as follows:**

17.02.603 - Transitional housing. "Transitional Housing" has the meaning set forth in Government Code section 65582(j) as that section may be amended from time to time. At the time of adoption of this ordinance, Government Code section 65582(j) provides that "Transitional housing" means buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance. Transitional housing shall be subject to the same standards as a one-family residence.

**Amend section 17.02.630 "Watercourse" to read in its entirety as follows:**

17.02.630 Watercourse. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature that carries a flow of water at least periodically. Watercourse includes a "waterway."

**Amend section 17.02.635 "Wet bar" to read in its entirety as follows:**

17.02.635 Wet bar. "Wet bar" means a single-basin sink and small refrigerator of not more than 8 cubic feet in volume.

**SECTION 2**

Chapter 17.04 Limited Agriculture (A-1) District, is amended as follows:

**Amend section 17.04.020 "Permitted uses" to read in its entirety as follows:**

17.04.020 - Permitted uses. The following uses are permitted outright in the A-1 district:

- A. One-family residence;

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- B. Agricultural uses, provided that the lot contains one acre of gross area; and
  - 1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
    - c. Three adult emus, rheas, ostriches or similar sized birds, or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals, or
    - e. Unlimited fish, frogs, worms or similar sized animals;
  - 2. Animals shall be kept in a clean and sanitary condition (see Section 6.04.050) and in a manner that does not become a nuisance (see Section 6.04.060);
- C. Sale of agricultural products grown on the premises;
- D. Boutique or small winery in accordance with Section 17.88.300;
- E. Second one-family residence subject to the provisions of Section 17.88.135;
- F. Small family day care home;
- G. Supportive housing;
- H. Transitional housing;
- I. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- J. Employee housing associated with commercial agricultural operations;
- K. Residential care facility for six or fewer residents.

**Amend section 17.04.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.04.025 - Uses requiring a zoning permit. The following uses are permitted in the A-1 district if a zoning permit is issued, and subject to the provisions of Section 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;
- C. Large family day care home;
- C. Boutique winery or Small winery in accordance with Section 17.88.300.

**Amend section 17.04.030 "Use requiring an administrative permit" to read in its entirety as follows:**

17.04.030 - Uses requiring an administrative permit. The following uses are permitted in the A-1 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

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- A. Home occupation with customer vehicle trips;
- B. Day care center;
- C. Bed and breakfast guest facility;
- D. Boarding house;
- E. Medium winery (see Section 17.88.300).

### SECTION 3

Chapter 17.06 Exclusive Agriculture (EA) District, is amended as follows:

**Amend section 17.06.020 "Permitted uses" to read in its entirety as follows:**

17.06.020 - Permitted uses. The following uses are permitted outright in the EA district:

- A. One-family residence, or a mobile home in lieu of a one-family residence;
- B. Agricultural uses, except those listed in Section 17.06.040;
- C. Sale of products grown on the premises, including a roadside stand for the sale of these products;
- D. Wholesale nursery or greenhouse;
- E. Forest management;
- F. Low-intensity recreational uses which require only minor improvements, such as a non-motorized fishing or hunting club that does not provide food service and/or lodging facilities;
- G. Boutique winery or Small winery (see Section 17.88.300);
- H. Small family day care home;
- I. Supportive housing;
- J. Transitional housing;
- K. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- L. Employee housing associated with commercial agricultural operations;
- N. Residential care facility for six or fewer residents.

**Amend section 17.06.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.06.025 - Uses requiring zoning permit. The following uses are permitted in the EA district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.190:

- A. Nonagricultural-related home occupation with no customer vehicle trips;
- B. Boutique winery or Small winery (see Section 17.88.300).

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**Amend section 17.06.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.06.030 - Uses requiring administrative permit. The following uses are permitted in the EA district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Nonagricultural-related home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Additional one-family residences or mobile homes for family members, as long as the placement of the units meets the criteria established in Section 17.06.060A;
- F. Medium winery (see Section 17.88.300).

**Amend subsection (A) "Minimum acreage" of section 17.06 060 "Site development standards" to read in its entirety as follows:**

17.06.060 - Site development standards. The following site development standards apply in the EA district:

- A. Minimum Acreage.
  - 1. The minimum acreages set forth in Table 17.06.060 apply to land divisions, except as provided in subparagraph 2 of this subsection.
  - 2. The creation of building sites containing less than the minimum acreage indicated in subparagraph 1 of this subsection, but not larger than five acres, may be permitted for full-time agricultural property that meets the minimum parcel sizes identified in Table AG-7 of the general plan, subject to the following criteria:
    - a. It is demonstrated that the division will not infringe upon the viability of the agricultural operation; and
    - b. One of the following conditions exists:
      - i. The lot is to be created by the conveyance of a security instrument to finance a one-family residence or mobile home, or for improvements to the agricultural operation on the remaining acreage; that said lot, together with the remaining acreage, shall not be separately conveyed or divided without meeting the minimum-acreage requirement specified in subparagraph 1 of this subsection, except for the aforesaid purpose, unless such division occurs by judicial foreclosures, trustee's sales, or other legal proceedings which discharge the lien of the security instrument, or
      - ii. The lots to be created for the one-family residences are intended as a conveyance or device exclusively for the parents, children or grandchildren related to the owner by adoption, blood or marriage; and there is only one lot per related person or related couple, if married. Except as provided in subparagraph 3, said lot(s), together



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with the remaining agricultural acreage, shall not be conveyed outside the familial relations described herein, or be further divided without meeting the minimum-acreage requirement in subparagraph 1 of this subsection. A restrictive covenant, setting forth these conditions shall be recorded with the final or parcel map that creates these family-member lots.

3. Family-member lots established pursuant to subparagraph 2(b)(ii) prior to adoption of this subparagraph, and the remaining agricultural acreage, may be conveyed separately and outside the familial relations specified in 2(b)(ii) if both of the following conditions are met:
  - a. There are no existing restrictions applying to the family-member lots or the remaining agricultural acreage that would prevent such conveyance or further division; and
  - b. An agreement is recorded pertaining to the remaining agricultural acreage, that is binding on all owners and successors in interest, that explicitly prevents further division of the family-member lot(s) and the remaining agricultural acreage, except where all resulting parcels meet the minimum-acreage requirement in subparagraph 1 of this subsection.
4. The maximum number of lots that can be created pursuant to this subsection, in conjunction with a full-time agricultural operation that conforms to the minimum parcel size as identified in Table 17.06.060, is as follows:
  - a. Lands used for field crops, orchards or nursery stock: one family-member parcel in addition to the main ranch/farm parcel;
  - b. Lands used for irrigated pasture: two family-member parcels in addition to the main ranch/farm parcel;
  - c. Lands used for grazing: four family-member parcels in addition to the main ranch/farm parcel.

## SECTION 4

Chapter 17.10 Timberland (TL) District, is amended as follows:

**Amend section 17.10.020 "Permitted uses" to read in its entirety as follows:**

17.10.020 - Permitted uses. The following uses are permitted outright in the TL district:

- A. One-family residence;
- B. Mobile home, in lieu of a one-family residence, provided the lot is forty acres or larger in size; otherwise the T district must be combined;
- C. Forest management, Christmas tree farm;

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- D. Agricultural uses;
- E. Sale of products grown on the premises;
- F. Low-intensity recreational uses which involve only minimal improvements, such as a non-motorized fishing or hunting club that does not provide food service and/or lodging facilities;
- G. Boutique or small winery in accordance with Section 17.88.300;
- H. Second one-family residence subject to the provisions of Section 17.88.135.
- I. Small family day care home;
- J. Supportive housing;
- I. Transitional housing;
- J. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- K. Employee housing associated with commercial timber operations;
- L. Residential care facility serving six or fewer residents.

**Amend section 17.10.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.10.025 - Uses requiring a zoning permit. The following uses are permitted in the TL district if a zoning permit is issued, subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation without customer vehicle trips;
- B. Boutique winery or Small winery (see Section 17.88.300).

**Amend section 17.10.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.10.030 - Uses requiring an administrative permit. The following uses are permitted in the TL district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Guest house, if located in close proximity to the main dwelling to minimize conflicts with timber management activities on the remainder of the site, and subject to the provisions of Section 17.88.185;
- F. Medium winery (see Section 17.88.300).

**Amend section 17.10.040 "Uses requiring a use permit" to read in its entirety as follows:**

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17.10.040 - Uses requiring a use permit. The following uses are permitted in the TL district if a use permit is issued:

- A. Dog kennel;
- B. Group home serving seven or more residents;
- C. Logging contractor's yard when located in a manner to minimize conflicts with timber management activities on the remainder of the site and subject to the provisions of Section 17.88.271;
- D. A fishing and/or hunting lodge providing meal service and/or lodging in addition to motorized transportation and guide services;
- E. Boutique, small or medium winery in accordance with Section 17.88.300.
- F. Boarding house;
- G. Day care center;

## SECTION 5

Chapter 17.12 Mineral Resource (MR) District, is amended as follows:

**Amend section 17.12.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.12.030 - Uses requiring use permit. The following uses are permitted in the MR district if a use permit is issued:

- A. Employee housing associated with commercial mining operations;
- B. Notwithstanding any provision of Section 17.12.020(A) to the contrary, any mining activity, either underground or open pit, as defined by the Surface Mining and Reclamation Act (Article 5, Chapter 9, Division 2 [Section 2770, et seq.] of the California Public Resources Code);
- C. Mills and other facilities, buildings, structures, equipment, and all other indoor and outdoor areas related to or used in connection with the extraction, storing, transportation, processing or refining of mined materials or products derived from such materials;
- D. Aggregate recycling facilities.

## SECTION 6

Chapter 17.14 Habitat Protection (HP) District is amended as follows:

**Amend section 17.14.020 "Permitted uses" to read in its entirety as follows:**

17.14.020 - Permitted uses. The following uses are permitted outright in the HP district:

- A. One-family residence;
- B. A mobile home, in lieu of a one-family residence, provided the parcel is forty acres or larger in size; otherwise the T district must be combined;

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- C. Forest management;
- D. Habitat enhancement or improvement projects, as approved by the Department of Fish and Game;
- E. Low-intensity recreational uses which require only minor improvements, such as a non-motorized fishing and/or hunting club that does not provide food service and/or lodging facilities;
- F. Agricultural uses;
- G. Sale of products grown on the premises;
- H. Boutique or small winery in accordance with Section 17.88.300;
- I. Small family day care home;
- J. Supportive housing;
- K. Transitional housing;
- L. One accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);
- M. Employee housing directly associated with and necessary to the principal use of the property;
- N. Residential care facility serving six or fewer residents.

**Amend section 17.14.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.14.025 - Uses requiring a zoning permit. The following uses are permitted in the HP district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Boutique winery or Small winery (see Section 17.88.300).

**Amend section 17.14.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.14.030 - Uses requiring an administrative permit. The following uses are permitted in the HP district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. The following uses, if clustered as required for residential dwellings pursuant to Section 17.14.060A:
  - 1. Family care residence;
  - 2. Guest house, subject to the provisions of Section 17.88.185;
- D. Second one-family residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units;

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- E. Medium winery (see Section 17.88.300);

## SECTION 7

Chapter 17.16 Open Space (OS) District is amended as follows:

**Amend section 17.16.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.16.025 - Uses requiring a zoning permit. The following uses are permitted in the OS district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer service vehicle trips;

**Amend section 17.16.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.16.030 - Uses requiring an administrative permit. The following uses are permitted in the OS district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. One-family residence, or mobile home, in lieu of a one-family residence, provided the parcel is forty acres or larger in size; otherwise the T district must be combined;
- B. Home occupation with customer vehicle trips;
- C. Small family day care home or Large family day care home;
- D. Family care residence;
- E. Second one-family residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units.
- F. Supportive housing;
- G. Transitional housing;
- H. One accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);
- I. Employee housing directly associated with and necessary to the principal use of the property;

## SECTION 8

Chapter 17.18 National Recreation Area, Shasta Unit (NRA-S) District is amended as follows:

**Amend section 17.18.040 "Requirements – Residential development" to read in its entirety as follows:**

17.18.040 - Requirements—Residential development. The following requirements apply to residential development in the NRA-S district:

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- A. The following is permitted:
  - 1. A one-family residence;
  - 2. Supportive housing;
  - 3. Transitional housing;
  - 4. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
  - 5. Small family day care home;
  - 6. Residential care facility serving six or fewer residents.
- B. The minimum building site is one-half acre, except that lots of less than one-half acre, which were divided for residential purposes on or before September 16, 1967 and were in separate ownership or were delineated in a county-approved plan that constitutes part of a duly recorded subdivision, may be used for residential purposes.
- C. Residential Development Standards. The following residential development standards apply:
  - 1. The maximum building height limit is as follows:
    - a. Main buildings, thirty-five feet;
    - b. Accessory buildings, twenty feet.
  - 2. Exterior Colors. The use of neutral exterior colors is required.
  - 3. Roofing Materials. The use of non-glare roofing materials is required.
  - 4. Buffers. Development will be buffered by distance, topography or forest cover from existing or planned public use areas, such as trailer parks, campgrounds or organizational sites. Separation will be sufficient to avoid conflicts resulting from intervisibility, noise and proximity that is conducive to private property trespass.
  - 5. Yards. Yard requirements are as follows:
    - a. Front, twenty feet;
    - b. Side, five feet on one side and twelve feet on the other side, except for lots created prior to June 7, 1978, it is five feet on either side;
    - c. Rear, ten feet.
- D. In other than an approved subdivision, the clearing required for structures or mobile homes and the access thereto shall be reviewed by the District Ranger, Shasta Lake district, Shasta-Trinity National Forest. In any case where the District Ranger does not approve of the amount and location of clearing intended and he communicates this fact to the county planning department, a use permit shall be required. In granting the use permit, consideration shall be given to the proposed location on the parcel of the structure or mobile home and the access road thereto which preserves the natural forest setting of the parcel to the greatest extent.

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Chapter 17.20 National Recreation Area – Whiskeytown Unit (NRA-WI and NRA-WII) District is amended as follows:

**Amend section 17.20.030 "NRA-WI district" to read in its entirety as follows:**

17.20.030 - NRA-WI district.

- A. Generally. The NRA-WI district is created solely for use within the Whiskeytown unit of the Whiskeytown-Shasta-Trinity National Recreation Area and is intended for application to those lands which are contiguous to Whiskeytown Lake and are concerned primarily with water recreation and related activities.
- B. Uses. The following uses are permitted with a use permit:
  - 1. One-family residence and one noncommercial guest house for each one-family residence. Each residence or guest house is subject to the following regulations:
    - a. Minimum building site area, three acres; but a lesser acreage may be utilized for this purpose if, on or before February 7, 1963, the site was in separate ownership or within a recorded subdivision,
    - b. Maximum height, thirty-five feet,
    - c. Minimum frontage, one hundred fifty feet,
    - d. Minimum front yard, seventy-five feet,
    - e. Minimum side yard, fifty feet,
    - f. Maximum rear yard, twenty-five feet,
    - g. Maximum percentage of lot coverage permitted, ten percent,
    - h. Neutral colors, non-glare roofing materials, and architecture and layout that harmonizes with forested settings shall be used;
  - 2. Moving, alteration or improvement of existing residences or accessory structures; provided, there is compliance with requirements prescribed for residential uses under subparagraph 1 of this subsection; provided further, that such moving, alteration or improvement does not alter the residential character of the premises;
  - 3. Tree farming under a timber management plan that conforms to the California Forest Practices Act;
  - 4. Riding stables;
  - 5. Campgrounds, organization camps and picnic areas;
  - 6. Limited agricultural uses, such as truck gardening, provided these uses do not require extensive cutting or clearing of wooded areas and are not otherwise destructive of natural or recreational values;
  - 7. Clearing and removal of trees, shrubbery and other vegetation to the extent necessary in order to permit the exercise of a use otherwise allowed within this district;
  - 8. Religious and educational uses;

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9. Removal of gravel, sand and rock, or other alteration of the landscape, to the minimum extent necessary for the construction of an access road to the property on which a use is permitted. In all other circumstances, such removal or alteration shall be permitted only to the minimum extent necessary to make possible the exercise of a use otherwise permitted in this district;
  10. Signs as allowed by and subject to the provisions of Sections 17.84.060 through 17.84.069.
  11. Accessory uses and temporary removable structures appurtenant to any permitted use.
  12. Supportive housing;
  13. Transitional housing;
  14. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
  15. Small family day care home or Large family day care home;
- C. Prohibited Uses. Any use not included above as a permitted use shall be deemed a prohibited use, and if property is put to a prohibited use, the authority of the Secretary of the Interior to acquire "improved property" may be reinstated.

## SECTION 10

Chapter 17.24 Limited Residential (R-L) District is amended as follows:

### **Amend section 17.24.020 "Permitted uses" to read in its entirety as follows:**

17.24.020 - Permitted uses. The following uses are permitted outright in the R-L district:

- A. One-family residence;
- B. Agricultural uses, provided that the lot contains 1 acre of gross area; and
  1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
    - c. Three adult emus, rheas, ostriches or similar sized birds, or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals.
    - e. Unlimited fish, frogs, worms or similar sized animals;
  2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner that does not become a nuisance, as provided in Section 6.04.060;
  3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135;
- E. Supportive housing;



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- F. Transitional housing;
- G. One Accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);
- H. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.24.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.24.025 - Uses requiring a zoning permit. The following uses are permitted in the R-L district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;

**Amend section 17.24.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.24.030 - Uses requiring an administrative permit. The following uses are permitted in the R-L district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer service trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Boutique or small winery in accordance with Section 17.88.300;
- F. Boardinghouse;

**Amend section 17.24.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.24.040 - Uses requiring a use permit. The following uses are permitted in the R-L district if a use permit is issued:

- A. Animals in numbers exceeding those permitted in Section 17.24.020(B)(1);
- B. Group home serving seven or more residents;
- C. Dog kennel;
- D. Large animal veterinarian;
- E. Golf course;
- F. Wholesale nursery or greenhouse;

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- G. Commercial riding stable or riding academy;
- H. Processing plant for agricultural products grown on the premises; provided, the lot is five acres or larger in area;
- I. Church;
- J. Pet cemetery;
- K. Logging contractor's yard subject to the provisions of Section 17.88.271;
- L. Boutique, small or medium winery in accordance with Section 17.88.300;
- M. Day care center.
- N. Residential care facility serving more than six residents.

## **SECTION 11**

Chapter 17.26 Rural Residential (RR) District is amended as follows:

**Amend section 17.26.020 "Permitted uses" to read in its entirety as follows:**

17.26.020 - Permitted uses. The following uses are permitted outright in the R-R district:

- A. One-family residence;
- B. Agricultural uses, provided that the lot contains 1 acre of gross area; and
  - 1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals; or
    - c. Three adult emus, rheas, ostriches or similar sized birds; or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals.
    - e. Unlimited fish, frogs, worms or similar sized animals.
  - 2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner that does not become a nuisance, as provided in Section 6.04.060,
  - 3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of agricultural products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135;
- E. Supportive housing;
- F. Transitional housing;
- G. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- H. Small family day care home;

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- I. Residential care facility serving six or fewer residents.

**Amend section 17.26.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.26.025 - Uses requiring a zoning permit. The following uses are permitted in the R-R district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;

**Amend section 17.26.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.26.030 - Uses requiring an administrative permit. The following uses are permitted in the R-R district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Boutique or small winery in accordance with Section 17.88.300;
- F. Boardinghouse;

**Amend section 17.26.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.26.040 - Uses requiring a use permit. The following uses are permitted in the R-R district if a use permit is issued:

- A. Animals in numbers exceeding those permitted in Section 17.26.020 (B)(1);
- B. Group home serving seven or more residents;
- C. Dog kennel;
- D. Large animal veterinarian;
- E. Golf course;
- F. Wholesale nursery or greenhouse;
- G. Commercial riding stable or riding academy;
- H. Church;
- I. Pet cemetery;

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- J. Logging contractor's yard (see Section 17.88.271);
- K. Boutique, Small or Medium winery (see Section 17.88.300);
- L. Day care center.
- M. Residential care facility serving more than six residents.

## **SECTION 12**

Chapter 17.28 Interim Rural Residential (IR) District is amended as follows:

**Amend section 17.28.020 "Permitted uses" to read in its entirety as follows:**

17.28.020 - Permitted uses. The following uses are permitted outright in the I-R district:

- A. One-family residence;
- B. Agricultural uses; provided that, the lot contains one acre of gross area, and
  1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
    - c. Three adult emus, rheas, ostriches or similar sized birds, or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals,
    - e. Unlimited fish, frogs, worms or similar sized animals.
  2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner as to not become a nuisance, as provided in Section 6.04.060;
  3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of agricultural products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135;
- E. Supportive housing;
- F. Transitional housing;
- G. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- H. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.28.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

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17.28.025 Uses requiring a zoning permit. The following uses are permitted in the I-R district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;

**Amend section 17.28.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.28.030 - Uses requiring an administrative permit. The following uses are permitted in the I-R district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Boardinghouse

**Amend section 17.28.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.28.040 - Uses requiring a use permit. The following uses are permitted in the I-R district if a use permit is issued:

- A. Animals in numbers exceeding those permitted in Section 17.28.020 (B)(1);
- B. Dog kennel;
- C. Group home serving seven or more residents;
- D. Golf courses;
- E. Wholesale nursery or greenhouse;
- F. Commercial riding stable or riding academy;
- G. Church;
- H. Day care center.
- I. Residential care facility serving more than six residents.

## **SECTION 13**

Chapter 17.30 One-family Residential (R1) District is amended as follows:

**Amend section 17.30.020 "Permitted uses" to read in its entirety as follows:**

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17.30.020 - Permitted uses. The following uses are permitted outright in the R-1 district:

- A. One-family residence, except manufactured and mobile homes on foundation systems are subject to subsection B of this section;
- B. A mobile home certified under the National Mobile Home Construction and Safety Act of 1974 (42 U.S.C. Section 5401 et seq.) and installed on a foundation system and meeting other adopted development standards, in lieu of a frame-constructed dwelling;
- C. Second one-family residence subject to the provisions of Section 17.88.135;
- D. Supportive housing;
- E. Transitional housing;
- F. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- G. Small family day care home;
- H. Residential care facility serving six or fewer residents.

**Amend section 17.30.025 "Uses permitted with a zoning permit" to read in its entirety as follows:**

17.30.025 - Uses requiring a zoning permit. The following uses are permitted in the R-1 district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;

**Amend section 17.30.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.30.030 - Uses requiring an administrative permit. The following uses are permitted in the R-1 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility.
- E. Boardinghouse;

**Amend section 17.30.040 "Uses permitted with a use permit" to read in its entirety as follows:**

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17.30.040 - Uses requiring a use permit. The following uses are permitted in the R-1 district if a use permit is issued:

- A. Golf course;
- B. Church;
- C. Day care center.
- D. Residential care facility serving more than six residents.

**Amend subsection (A) "Minimum lot area," of section 17.30.060 "Site development standards" to read in its entirety as follows:**

17.30.060 - Site development standards. The following site development standards apply in the R-1 district:

- A. Density and minimum gross lot size. Residential density shall be as permitted by the general plan, including any permitted density bonus. Except as otherwise provided in Section 17.84.010, the following minimum gross lot size requirements apply:
  - 1. Interior lot, 5,445 square feet;
  - 2. Corner lot, six thousand square feet.

## **SECTION 14**

Chapter 17.32 One-family Mobile Home (R-M) District is amended as follows:

**Amend section 17.32.010 "Purpose" to read in its entirety as follows:**

17.32.010 - Purpose. The purpose of the one-family mobile home (R-M) district is to provide fully serviced, urban-sized lots for manufactured and mobile homes, one-family residences and related uses. This district is consistent with the urban residential (UR), suburban residential (SR) and mixed use (MU) general plan designations.

**Amend section 17.32.020 "Permitted uses" to read in its entirety as follows:**

17.32.020 - Permitted uses. The following uses are permitted outright in the R-M district:

- A. Manufactured home, mobile home, or a one-family residence;
- B. Recreation facilities incidental to a planned residential development, including a community swimming pool, tennis courts, clubhouse, etc.
- C. Supportive housing;
- D. Transitional housing;
- E. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- F. Small family day care home;

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- I. Residential care facility serving six or fewer residents.

**Amend section 17.32.025 "Uses permitted with a zoning permit" to read in its entirety as follows:**

17.32.025 - Uses requiring zoning permit. The following uses are permitted in the R-M district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.190:

- A. Home occupation with no customer vehicle trips;
- B. Second one-family residence subject to the provisions of Section 17.88.135.

**Amend section 17.32.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.32.030 - Uses requiring administrative permit. The following uses are permitted in the R-M district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;

**Amend section 17.32.040 "Uses permitted with a use permit" to read in its entirety as follows:**

17.32.040 - Uses requiring use permit. The following uses are permitted in the R-M district if a use permit is issued:

- A. Golf course;
- B. Church;
- C. Day care center.

**Amend subsection (A) "Minimum lot area," of section 17.32.060 "Site development standards" to read in its entirety as follows:**

17.32.060 - Site development standards. The following site development standards apply in the R-M district:

- A. Density and minimum gross lot size. Residential density shall be as permitted by the general plan, including any permitted density bonus. Except as otherwise provided in Section 17.84.010, the following minimum gross lot size requirements apply:
  - 1. Interior lot, 4,356 square feet;
  - 2. Corner lot, five thousand square feet.



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## **SECTION 15**

Chapter 17.34 Two-family Residential (R2) District is amended as follows:

### **Amend section 17.34.010 "Purpose" to read in its entirety as follows:**

17.34.010 - Purpose. The purpose of the two-family residential (R-2) district is to provide fully serviced urban-sized lots for either one-family or two-family (duplex) residences and related uses. This district is consistent with the urban residential (UR), suburban (SR) and mixed use (MU) general plan designations.

### **Amend section 17.34.020 "Permitted uses" to read in its entirety as follows:**

17.34.020 - Permitted uses. The following uses are permitted outright in the R-2 district:

- A. One-family residence;
- B. Two-family residence;
- C. Townhouses and attached one-family residences;
- D. Recreational facilities incidental to a planned residential development, including a swimming pool, tennis courts, clubhouse, etc;
- E. Supportive housing;
- F. Transitional housing;
- G. Small family day care home;
- H. Residential care facility serving six or fewer residents.

### **Amend section 17.34.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.34.030 - Uses requiring administrative permit. The following uses are permitted in the R-2 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;

### **Amend section 17.34.040 "Uses permitted with a use permit" to read in its entirety as follows:**

17.34.040 - Uses requiring use permit. The following uses are permitted in the R-2 district if a use permit is issued:

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- A. Group home serving seven or more residents;
- B. Golf course;
- C. Church;
- D. Residential care facility for the elderly serving no more than fifteen people;

**Amend subsection (A) "Minimum lot area," of section 17.34.060 "Site development standards" to read in its entirety as follows:**

17.34.060 - Site development standards. The following site development standards apply in the R-2 district:

- A. Density and minimum gross lot size. Residential density shall be as permitted by the general plan, including any permitted density bonus. Except as otherwise provided in Section 17.84.010, the following minimum gross lot size requirements apply:
  - 1. Interior lot, 5,445 square feet;
  - 2. Corner lot, six thousand square feet.

## **SECTION 16**

Chapter 17.36 Multifamily Residential (R3) District is amended as follows:

**Amend section 17.36.010 "Purpose" to read in its entirety as follows:**

17.36.010 - Purpose. The purpose of the multifamily residential (R-3) district is to provide for higher density residential development in areas which have the services and facilities necessary for higher density residential uses, and where appropriate to establish residential densities high enough to meet the County's regional housing needs allocation obligations under state housing law. This district is consistent with the urban residential (UR), suburban residential (SR) and mixed use (MU) general plan designations.

**Amend section 17.36.020 "Permitted uses" to read in its entirety as follows:**

17.36.020 - Permitted uses. The following uses are permitted outright in the R-3 district:

- A. Multifamily residences;
- B. One- and two- -family residences, attached one-family residences and townhouses when part of a mix of residential uses that meet the required minimum density for the site;
- C. Condominiums;
- D. Accessory buildings and uses commonly found in multifamily or condominium developments, including garages, carports, laundry facilities and rental and administrative offices;

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- E. Recreational facilities incidental to a planned residential development, including a swimming pool, tennis courts, clubhouse, etc.
- F. Supportive housing;
- G. Transitional housing;
- H. Small family day care home;
- J. Residential care facility serving six or fewer residents.

**Amend section 17.36.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.36.040 - Uses requiring use permit. The following uses are permitted in the R-3 district if a use permit is issued:

- A. Residential care facility for the elderly;
- B. Group home serving seven or more residents;
- C. Boardinghouse;
- D. Private club, fraternity, sorority or lodge, except those for which the chief activity is a service customarily carried on by a business;
- E. Golf course;
- F. Church;
- G. Day care center;
- H. Customer parking for commercial uses, if abutting or opposite an alley from a commercial district;
- I. Convalescent hospital;
- J. Large family day care home;
- K. Residential care facility serving more than six residents.

**Amend subsections (A) "Minimum Building Site," (B) "Maximum Residential Density," (G) "Maximum structure height," and (M) "Development Plan" of section 17.36.060 "Site development standards" to read in their entirety as follows:**

17.36.060 - Site development standards. The following site development standards apply in the R-3 district:

- A. Minimum gross lot size. The minimum gross lot size requirement is eight thousand square feet, except as otherwise provided in Section 17.84.010.
- B. Maximum and Minimum residential density. Residential density is measured in residential units per gross acre. The maximum residential density is provided by a number following the general plan designation or the zoning district and the minimum density in the urban general plan designation is eighty (80) percent of the maximum density, and in the suburban general plan designation the minimum density is 4 units per acre. Density may be increased beyond the

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identified maximum density through density bonus provisions, if a use permit is first approved, or as part of an approved Planned Development.

**Maximum Structural Height.** The following structural height restrictions apply, except as otherwise provided in Section 17.84.030:

1. Main buildings, forty-five feet;
  2. Accessory buildings, not to exceed twenty feet.
- M. **Development Plan.** An applicant for either a building permit or a use permit shall submit a site development plan which indicates how all required health and safety standards will be met including, but not limited to, water, sanitation, fire, and circulation; how any applicable conditions of approval or mitigation measures will be addressed; and how all applicable standards including, but not limited to, those listed in this section will be met. This submittal shall be made on a form prescribed by the director of resource management. If only a building permit is required for the use, then the director's approval shall be obtained prior to issuance of the building permit. If a use permit is required, then the director's approval shall occur as set forth by the terms and conditions of the use permit.

**Add subsection (O) "Design performance standards" to section 17.36.060 "Site development standards" to read in its entirety as follows:**

17.36.060 - Site development standards. The following site development standards apply in the R-3 district:

- O. **Design performance standards.** For any development of five or more multifamily residential units the following additional design performance standards shall apply:
- a. Except for approved pick-up and drop-off areas, resident and visitor parking shall be located behind the buildings, in the rear of the site, accessed from alleys where available and screened from view of the public street.
  - b. Walkways, driveways or other impervious surfaces shall not exceed 25 percent of front building setback area.
  - c. The following architectural features (or a similar level of design enhancements shown to be equal or superior in effect as approved by the Director) shall be incorporated into the project design as follows:
    - I. Balconies (when two stories or greater)
    - II. Porches
    - III. Pitched roofs
    - IV. Overhanging roofs with gabled ends
    - V. Dormers
    - VI. Change in wall plane (pop-outs, projections, etc.) for buildings that exceed 24 feet in length.

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- d. Alternative standards may be applied through an approved administrative permit, which may be referred to the Planning Commission in accordance with section 17.92.050(D)(3), use permit, or Planned Development as applicable, provided that the approving body finds that with the alternative standards the proposed development will be of equal or greater excellence in arrangement, design, attractiveness, safety and compatibility with its surroundings than would result if the routine development standards of this section were applied.

## **SECTION 17**

Chapter 17.38 Mobile Home Park (MHP) District is amended as follows:

### **Amend section 17.38.010 "Purpose" to read in its entirety as follows:**

17.38.010 - Purpose. The purpose of the mobile home park (MHP) district is to provide for the coordinated development and maintenance of mobile and manufactured home parks. This district is consistent with all residential general plan designations, provided the residential densities of the applicable general plan designation are met.

### **Amend section 17.38.020 "Permitted uses" to read in its entirety as follows:**

17.38.020 - Permitted uses. The following uses are permitted outright in the MHP district:

- A. Mobile and manufactured home parks meeting the development standards of Section 17.38.060;
- B. Residential mobile and manufactured homes placed in an approved mobile or manufactured home park;
- C. Accessory uses commonly found in mobile and manufactured home parks, including a car garage or carport space, storage facilities, laundry facilities, recreational vehicle parking, maintenance equipment storage areas, space rental and administrative office and other accessory uses.;
- D. Common recreation areas and facilities, including a swimming pool, tennis courts, clubhouse, etc.

### **Amend section 17.38.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.38.040 - Uses requiring use permit. The following uses are permitted in the MHP district if a use permit is issued:

- A. Mobile or manufactured home park or expansion of a mobile or manufactured home park not meeting the development standards of Section 17.38.060;
- B. Accessory structures or uses other than those identified in Section 17.38.020;
- C. Convenience store;
- D. Golf course;
- E. Day care center

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**Amend subsections (A), (B), (C) and (M) of section 17.38.060 "Site development standards" to read in their entirety as follows:**

17.38.060 - Site development standards. The following site development standards apply in the MHP district:

- A. New Mobile or Manufactured Home Parks or Expansions. All new mobile and manufactured home parks or expansions to existing mobile or manufactured home parks shall be developed to the standards set forth in this section, unless a use permit is issued which provides an exception to the standards.
- B. Minimum Lot Size. Each mobile or manufactured home park shall be at least one acre in size.
- C. Minimum Mobile or Manufactured Home Space Size. The minimum space size for each mobile or manufactured home shall be three thousand square feet.
- M. Open Space and Recreation.
  - 1. Common landscaped open space and recreation land shall be provided in the park as follows:
    - a. Common open space shall comprise sixteen percent of the gross mobile home park acreage, if the park provides a common recreation center which possesses a total floor area of not less than twenty-five square feet per lot for the first one hundred fifty lots and fifteen square feet per lot thereafter, but in no case less than two thousand square feet; or, if the park does not provide a common recreation center as described in (a) above;
    - b. Common open space shall be twenty percent of the gross mobile home park acreage, if the park does not provide a common recreation center as described in subparagraph (a) of subsection (M)(1).
  - 2. Park walkways, at least eight feet wide and leading to open space and recreation facilities, may count as part of the recreation area.
  - 3. Recreation areas shall be provided at locations convenient to park residents and the park service centers.
  - 4. Recreation areas may include space for common buildings and common use facilities, such as indoor recreation areas, swimming pools, outdoor courts for games and similar recreation facilities.

**SECTION 18**

Chapter 17.39 Mobile Home Park Conversions is added as follows:

**Add Chapter 17.39 "Mobile Home Park Conversions" to read in its entirety as follows:**

Chapter 17.39  
MOBILE HOME PARK CONVERSIONS

Sections:

17.39.010 Purpose.

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- 17.39.020 Definitions.
- 17.39.030 Applications for mobile home park conversions.
- 17.39.040 Procedures for review.
- 17.39.050 Findings.
- 17.39.060 Conditions.

17.39.010 Purpose. The unrestricted conversion of mobile home parks to other uses diminishes the mobile home stock and spaces available within the County. The purpose of this chapter is to provide certain regulatory safeguards for the protection of residents and potential purchasers of mobile homes, and to implement the County's general plan policies to provide varied housing choices and opportunities.

17.39.020 Definitions. For purposes of this chapter, the following words are defined as follows:

- (A) "Park" means a mobile home park which rents spaces for mobile home dwelling units.
- (B) "Owner" means the owner, lessor, or designated agent of the park.
- (C) "Tenant" means the owner(s) of a mobile home dwelling unit who is renting space from the owner of a park.

17.39.030 Applications for mobile home park conversions.

- (A) The use of property as a mobile home park shall not be terminated for the purpose of conversion to another land use until application for a mobile home park conversion has been made to the Director and approval has been received from the Planning Commission or the Board of Supervisors on appeal.
- (B) No building permit shall be issued on property occupied by a mobile home park for uses other than those associated with the mobile home park use until approval for mobile home park conversion has been obtained pursuant to this chapter.
- (C) Applications for a mobile home park conversion shall be made to the Director with the filing fee prescribed by the Board of Supervisors. The application shall contain the following information:
  - (1) Plans indicating the proposed use for the site for which an application for conversion is made.
  - (2) The timetable for conversion of the park.
  - (3) If the proposed conversion is to a use not consistent with the underlying zone district or general plan land use designation, or requires any approval of a tentative map, use permit, or other entitlement, the applicant shall file concurrently an application for rezoning, general plan amendment and any additional entitlement, as applicable.
  - (4) The total number of spaces within the park; the number of spaces occupied; the length of time each space has been occupied by the present tenant; and the monthly rent currently charged.

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(D) An application for a mobile home park conversion shall be subject to environmental review in accordance with the County's environmental review guidelines.

17.39.040 Procedures for review.

(A) Following the submittal of all required information in connection with an application for a mobile home park conversion and completion of the environmental review, the application shall be set for public hearing before the Planning Commission in the same manner as a use permit and in accordance with section 17.92.020.

(B) The Planning Commission shall, after the close of the public hearing, render a decision whether the conversion should be approved based upon the findings set forth in section 17.39.050.

(C) Any applicant, or any other interested person may appeal the planning Commission's determination to the Board of Supervisors in the same manner as a use permit appeal and in accordance with section 17.92.030.

17.39.050 Findings. An application for a mobile home park conversion may be approved if the following findings are made:

(A) There exists sufficient mobile home space availability within the unincorporated area of the County of Shasta to accommodate the mobile homes to be displaced by reason of the conversion.

(B) The conversion will not result in the displacement of low income individuals or households who cannot afford rents charged in other parks.

(C) That the age, type, and style of mobile homes within the park proposed for conversion can be accepted into other parks within the County of Shasta.

(D) If the conversion is to another residential use, that the tenants of the mobile home park will have first opportunity to occupy the units and the construction schedule will not result in long-term displacements.

(E) The proposed conversion is consistent with the County General Plan.

(F) The proposed conversion is pursuant to the public health, safety and welfare.

(G) The conversion will not result in a shortage of housing opportunities and choices within the County of Shasta.

17.39.060 Conditions. In the approval of a mobile home park conversion, the County may attach conditions deemed reasonable in order to mitigate the impacts associated with the conversion. Such conditions may include, but are not limited to, the following:

(A) Full or partial payment by the owner for relocation of mobile homes to another park.



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(B) If the land occupied by the park is to be sold, the tenants be given the first right of refusal accepting the offer of the seller for the purchase of the park including all improvements.

(C) The tenants be given the option of a long-term lease of the land and purchase of the improvements.

(D) An effective date of the approval of the conversion of not less than one year after approval of the conversion so as to provide sufficient time for the relocation of the mobile homes to other parks.

(E) If the mobile homes cannot be relocated to parks in the area, the applicant may be required to purchase said mobile homes at fair market value, determined by an independent appraiser with mobile home expertise.

## **SECTION 19**

Chapter 17.40 Existing Residential (ER) District is amended as follows:

### **Amend section 17.40.020 "Permitted uses" to read in its entirety as follows:**

17.40.020 - Permitted uses. The following uses are permitted outright in the ER district:

- A. Those uses that existed on July 16, 1985;
- B. One-family residence, or mobile home in lieu of a one-family residence, if placed on an undeveloped, legally separate lot.
- C. Small family day care home;
- D. Supportive housing;
- E. Transitional housing.

### **Amend section 17.40.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.40.030 - Uses requiring administrative permit. The following uses are permitted in the ER district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home.

### **Amend subsection (C) of section 17.40.060 "Site development standards" to read in its entirety as follows:**

17.40.060 - Site development standards. The following site development standards apply in the ER district:

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C. Maximum Structural Height. The following structural height restrictions apply, except as otherwise provided in Section 17.84.030:

1. Main building, thirty feet;
2. Accessory building, one story not to exceed twenty feet.

## **SECTION 20**

Chapter 17.42 local Convenience Center (C1) District is amended as follows:

**Amend section 17.42.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.42.025 - Uses requiring an administrative permit. The following uses are permitted in the C-1 district if an administrative permit is issued:

- A. A one-family residence, when the residence is occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial use exists, or detached;
- B. Small family day care home.

**Amend section 17.42.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.42.030 - Uses requiring a use permit. The following uses are permitted in the C-1 district if a use permit is issued:

- A. Auto service station;
- B. Day care center;
- C. Commercial condominiums;
- D. Church;

## **SECTION 21**

Chapter 17.44 Community Commercial (C2) District is amended as follows:

**Amend section 17.44.020 "Permitted uses" to read in its entirety as follows:**

17.44.020 - Uses permitted within buildings. The following uses are permitted in a C-2 district if conducted within a building:

- A. Retail sales;
- B. Services, including:

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1. Bank or other financial institution that provides a direct service to the public; insurance or real estate sales,
  2. Repair shop for shoes, radios, televisions or other domestic appliances,
  3. Laundry or cleaning establishment; laundromat,
  4. Barber or beauty shop,
  5. Standard restaurant,
  6. Travel or ticket agency,
  7. Photo studio,
  8. Business, professional or medical office; medical, dental or optical laboratory; blueprinting; photocopying,
  9. Health club;
- C. Print shop;
- D. Veterinary clinic, provided any kennels are located entirely within a building;
- E. Retail nursery or garden supply.

**Amend section 17.44.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.44.025 - Uses requiring a use permit. The following uses are permitted in the C-2 district if a use permit is issued:

- A. A one-family residence, when the residence is occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial use exists, or detached;
- B. Church, provided there is no school and no outdoor activities;
- C. Outdoor storage or sales associated with any of the uses permitted in Section 17.44.020;

**Amend section 17.44.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.44.030 - Uses requiring a use permit. The following uses are permitted in the C-2 district if a use permit is issued:

- A. Auto service station, self-serve and non-self-serve auto wash, auto repair services, excluding auto body and painting businesses, equipment rental;
- B. Bar, nightclub or cardroom;
- C. Motion picture theater, bowling alley, skating rink, video game center, lodge, club, fraternal organization, billiard parlor;
- D. Fast food restaurant;
- E. Sales of new or used autos, boats, motorcycles or mobile homes;

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- F. Miniature golf course;
- G. Motel or hotel;
- H. Bus terminal;
- I. Day care center;
- J. Commercial condominiums;
- K. Church with school and/or outdoor activities;
- L. Convalescent hospital.

## **SECTION 22**

Chapter 17.52 Commercial-Light Industrial (CM) District is amended as follows:

**Amend section 17.52.020 "Uses permitted within buildings" to read in its entirety as follows:**

17.52.020 - Uses permitted within buildings. The following uses are permitted in the C-M district if conducted within a building:

- A. Wholesale and retail sales and service uses, including:
  - 1. Building, electrical and plumbing materials, and furniture,
  - 2. Farm or ranch feed and related supplies sales,
  - 3. Janitorial or restaurant supplies,
  - 4. Nursery or garden supply,
  - 5. Auto or truck parts and supplies,
  - 6. Household appliance or furniture repair or service, including radio or television repair or furniture upholstery shops,
  - 7. Auction house,
  - 8. Building maintenance services, such as pest extermination, janitorial or grounds maintenance,
  - 9. Communication services, such as telegraph, telephone and radio telephone businesses, or radio or television stations,
  - 10. Printing, engraving, lithographing or publishing,
  - 11. Equipment rental,
  - 12. Taxidermist,
  - 13. Veterinarian clinic, provided any kennels are located within a building,
  - 14. Trade school, vocational or sports training center,

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15. Warehouse, ministorage or other storage buildings or wholesale distribution facilities, except those storing flammable or explosive material,
16. Food storage lockers and ice-making facilities;
- B. Light manufacturing activities, including:
  1. Combining, assembly or packaging of products, including:
    - a. Pharmaceuticals, drugs, toiletries or cosmetics,
    - b. Small equipment, instruments or appliances, such as medical, dental or optical equipment; drafting instruments, watches, clocks, musical instruments, cameras, photographic equipment (except film); hair-curling machines or electric razors,
    - c. Electronic and light electrical equipment, including radios, televisions and computers,
    - d. Food products, excluding those that may create obnoxious odors or smoke,
  2. Light manufacturing activities, including manufacturing of ceramic products such as pottery, figurines, or small glazed tile, using only previously pulverized clay; hand tools, cutlery, and kitchen utensils, electronic and light electrical equipment, including radios, televisions and computers; jewelry manufacturing; manufacturing of neon signs;
  3. Boutique, small or medium winery in accordance with Section 17.88.300.
- C. Uses accessory to the primary use and contained within the same building site, including offices, print shops, cafeteria, etc. This does not include businesses open to the public;
- D. Outdoor storage or sales in conjunction with a permitted use, provided:
  1. Storage is located on the rear portion of the lot,
  2. Storage is completely enclosed by a solid wall or fence (with necessary solid gates) not less than six feet in height, unless the storage area abuts a residential district, in which case the screening shall meet the criteria established in subsection I of Section 17.52.050,
  3. No material shall be stored to a height greater than that of the wall or fence enclosing the storage area;
- E. Agricultural uses;
- F. Caretaker's or night watchman's quarters;
- G. Emergency shelters (see Section 17.88.065).

**Amend section 17.52.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.52.025 - Uses requiring an administrative permit. The following uses are permitted in the C-M district if an administrative permit is issued:

- A. A one-family residence, when the residence is occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial-light industrial use exists, or detached;
- B. Boutique, small or medium winery (see Section 17.88.300).

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**Add subsection (M) to section 17.52.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.52.030 - Uses requiring a use permit. The following uses are permitted in the C-M district if a use permit is issued:

- M. Convalescent hospital.

## **SECTION 23**

Chapter 17.54 Mixed Use (MU) District is amended as follows:

**Amend section 17.54.010 "Purpose" to read in its entirety as follows:**

17.54.010 - Purpose. The purpose of the mixed use (MU) district is to provide for a variety of residential, commercial and light industrial uses that will not cause odors, noise, visual or other adverse impacts. Conflicts that may result from the intermixing of land uses should be addressed by site-specific performance standards. This district is consistent with the commercial (C) and mixed use (MU) general plan land use designations.

**Amend section 17.54.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.54.025 - Uses requiring a zoning permit. The following uses are permitted in the M-U district if accessory to a residence, if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. A one- or two-family residence, provided, that for parcels created after January 10, 1984, the lot size must meet the building site requirement established in Section 17.54.060A;
- B. Home occupation with no customer vehicle trips;
- C. Guest house;
- D. Seasonal sales of pumpkins and Christmas trees when conducted separately from a legally established commercial use on the lot;

**Amend section 17.54.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.54.030 - Uses requiring an administrative permit. The following uses are permitted in the M-U district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Family care residence;

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- C. Small family day care home or Large family day care home;
- D. Bed and breakfast guest facility;
- E. Boarding house;
- F. Second residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units;
- G. If conducted within a commercial building:
  - 1. Retail sales,
  - 2. Personal services,
  - 3. Professional, business, administrative and medical offices;
- H. Boutique or small winery (see Section 17.88.300);
- I. Residential care facility serving more than six residents.

**Amend section 17.54.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.54.040 - Uses requiring a use permit. The following uses are permitted in the M-U district if a use permit is issued:

- A. Day care center;
- B. Multifamily residence;
- C. Hotel, motel, recreational vehicle park, campground;
- D. Auto or truck service station, auto or boat repair service, self-serve and non-self-serve auto wash; auto or truck parts or supplies;
- E. Wholesale and retail sales of building, electrical or plumbing materials; furniture sales; farm or ranch supplies;
- F. Sales of autos, boats, motorcycles, mobile homes, agricultural equipment; nursery or garden supplies and other outdoor sales and storage uses;
- G. Bowling alley, theater, video game center, billiard parlor, fraternal organization;
- H. Large and small animal veterinary hospital, provided kennels are located within a building;
- I. Contractor's yard, truck terminal, truck yard, truck repair and wash;
- J. Warehouse and mini-storage;
- K. Church;
- L. Light manufacturing activities that are at a scale commensurate with the size of the community; and do not cause odors, noise, visual or other adverse impacts;
- M. Commercial and light industrial condominiums;
- N. Boutique, small, or medium winery in accordance with Section 17.88.300;

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O. Convalescent hospital.

**Amend the narrative first paragraph and subsection (J) of section 17.54.060 "Site development standards" to read in their entirety as follows:**

17.54.060 - Site development standards. The development standards established by this section apply to all development in the MU district. However, due to the diversity of areas within which the mixed use district may be applied, alternative standards may be applied through an approved use permit, provided that the approving body finds that with the alternative standards the proposed development will be of equal or greater excellence in arrangement, design, attractiveness, safety and compatibility with its surroundings than would result if the routine development standards of this section were applied.

- J. Development Plan. For multifamily residential projects and all nonresidential uses, an applicant for either a building permit or use permit shall submit a plan which indicates how the required health and safety standards will be met including, but not limited to, water, sanitation, circulation and fire, how any applicable conditions of approval or mitigation measures will be addressed, and how all applicable standards including, but not limited to, those standards listed in this section will be met. This submittal shall be made on a form prescribed by the planning director. If only a building permit is required for the use, then the director's approval shall be obtained prior to issuance of the permit and the approved plan shall become part of the permit. If a use permit is required, then the director's approval shall occur as set forth by the terms and conditions of the use permit.

**SECTION 24**

Chapter 17.62 Planned Development (PD) District is amended as follows:

**Amend section 17.62.010 "Purpose" to read in its entirety as follows:**

17.62.010 - Purpose. The purpose of the planned development (PD) district is to provide flexibility in the application of zoning standards to proposed developments that incorporate an innovative mix of building types, land uses, open space or residential densities. The County expects each planned development to be of significantly higher design quality, including more effective and attractive pedestrian orientation, environmental sensitivity, energy efficiency, and the more efficient use of resources, than would be achieved through conventional design practices and standards. Planned developments are under unified control and comprehensively planned. This district is consistent with all residential, commercial, mixed use and industrial general plan land use designations, provided the proposed primary uses are consistent with the general plan or applicable specific plan designation(s) within which the project is located, and are reasonably compatible with surrounding land use.

**Amend section 17.62.020 "Permitted uses" to read in its entirety as follows:**

17.62.020 - Permitted uses. Any use or combination of uses which are arranged and designed in such a manner as to result in a development which is internally compatible, compatible with surrounding uses and consistent with the general plan are permitted outright in the PD district. In cases involving areas



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designated by the general plan as suburban residential (SR), multifamily residential uses may be permitted as a part of a mix of housing types.

**Delete section 17.62.030 "Density bonus" and replace with 17.62.030 "Development standards, modification" to read in its entirety as follows:**

17.62.030 - Development standards, modification. Development and land uses within the PD district shall comply with all applicable development standards except as specifically modified, waived, or augmented by the PD district. A PD district may include the adjustment or modification, where necessary and justifiable, of applicable development standards of the zoning plan or subdivision regulations.

**Amend section 17.62.040 "Mandatory project features" to read in its entirety as follows:**

17.62.040 – Mandatory project features. Each planned development shall incorporate one of the following mandatory project features and at least one additional feature or amenity proposed by the developer, which may include a second feature from the list below. The approving authority may require additional features, amenities or improvements through a development agreement or other agreement with the developer, or may approve alternative features and amenities that will provide equal or superior project design.

1. The project will include a minimum of 20 percent of the residential units that are affordable to households of very low, low or moderate income, and will remain affordable for a period of time consistent with California housing law through an acceptable binding mechanism;
2. The project will achieve greater energy efficiency than standard developments through the incorporation of green building techniques achieving a minimum of 15 percent greater energy efficiency than the minimum required by California Code of Regulations Title 24;
3. The project will preserve and protect a significant natural feature or open space in addition to those areas already required to be protected in accordance with applicable laws, and those areas with limited development potential due to slopes, flood hazard, etc.;
4. The project will provide a substantial amenity available to the public, for example, a significant public plaza, a public park, separated improved pedestrian and bike trails through the development and connecting to regional trails systems, or a similar improved feature with provisions for guaranteed long-term maintenance of those portions within the development not at County expense.

**Amend section 17.62.050 "Preliminary development plan" to read in its entirety as follows:**

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17.62.050 – Preliminary development plan. Application for a planned development shall be made to the planning department and shall consist of a preliminary development plan, to include:

- A. A legal description of the total site involved;
- B. A statement of the objectives to be achieved by the planned development through the particular approach to be used by the applicant;
- C. A tentative phasing schedule indicating the approximate timeline and order of project build out;
- D. A description of the total number and type of dwelling units, parcel sizes, area coverage, modified and natural open space, grading, residential densities, and areas devoted to non-residential uses;
- E. Identification of portions of the development which would otherwise require a variance, and all proposed modifications to applicable development standards and an explanation of the reasons for the proposed variance and modifications;
- F. A site plan and supporting maps, drawn to a suitable scale and clearly labeled, showing, if applicable:
  - 1. Existing site conditions, including contours, vegetation and water courses;
  - 2. Proposed lot designs;
  - 3. Approximate location and floor area of existing and proposed buildings or outlines of areas within which buildings may be located;
  - 4. Location and size of all areas to be conveyed or reserved as common or open spaces or for public uses;
  - 5. Existing and proposed circulation system of arterial, collector, and local streets; off-street parking, loading, and emergency access areas, points of access to public rights-of-way, and proposed ownership and maintenance of circulation routes;
  - 6. Existing and proposed sidewalks, walking and bike paths;
  - 7. Existing and proposed utility systems, including sanitary sewer, storm drainage, water, electricity, gas and telephone;
  - 8. A general landscape plan.
  - 9. A general grading plan;
- G. Information on land area adjacent to the proposed development, indicating important relationships between the proposal and surrounding land uses, circulation systems, public facilities and natural features;

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- H. Any additional information which may be required by the Director to evaluate the character and impact of the planned development.

**Amend section 17.62.060 "Required findings" to read in its entirety as follows:**

17.62.060 - Required findings. The approving body may approve a Planned Development rezone only after first making all of the following findings:

1. The project is consistent with the General Plan and any applicable specific plan;
2. The project complies with all applicable development standards including those modified by the PD rezoning;
3. The modifications to the development standards are necessary and appropriate to accommodate the superior design of the proposed project, its compatibility with adjacent land uses, and its successful mitigation of environmental impacts;
4. All affected public facilities, services, and utilities are or will be adequate to serve the proposed project;
5. The location, size, site planning, building design features, and operating characteristics of the project are suited to and compatible with the site and surrounding area;
6. The site has or will have adequate access to public streets and emergency ingress and egress points with adequate capacity to accommodate the quantity and type of traffic expected to be generated by the use; and
7. The establishment, maintenance, or operation of the proposed project will not, in the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity of the proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

**Amend section 17.62.070 "final development plan" to read in its entirety as follows:**

17.62.070 – Final development plan.

- A. Within two years of approval or conditional approval of the Planned Development district, and prior to construction of improvements and structures, the applicant shall file with the director a final development plan. At his/her discretion and for good cause, the director may extend the time for filing the final development plan for a period or periods not exceeding a total of three additional years.
- B. The final development plan shall be based upon those items from Section 17.62.050 (Preliminary development plan) and shall provide detailed plans and descriptions addressing proposed division of land, the type, size, location and use of all buildings and improvements, preliminary elevations of structures, including residential buildings, grading and drainage improvement plans, and so on.

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- C. The director shall review the final development plan for substantial conformity to the approved preliminary development plan, and shall approve, conditionally approve or deny the final development plan. The Director shall notify the applicant of his/her decision within 60 days of filing. The decision of the Director
- D. No land division may be undertaken and no construction begun within an area with an approved Planned Development district until a final development plan has been approved.

**Amend section 17.62.080 "Planned development district, operational date" to read in its entirety as follows:**

17.62.080 – Planned development district, operational date. The terms of an approved Planned Development district shall become operational only upon recordation of a final or parcel map implementing the planned development, or, where a final or parcel map is not part of the planned development, when the final use permit is approved or final development plan is approved by the Director, Planning Commission or Board of Supervisors as applicable.

**Amend section 17.62.090 "Modification of approved development plans" to read in its entirety as follows:**

17.62.090 - Modification of approved development plans.

- A. Minor differences between approved development plans and construction plans may be allowed by the director.
- B. Modifications to approved development plans (preliminary or final) such as changes in the size and position of buildings, the number, area or configuration of lots, landscape treatment, phasing, and the like, may be permitted if a use permit is issued in accordance with section 17.92.020.
- C. Modifications such as substantial changes in proposed land uses, substantial increase or decrease in overall residential density, changes in the approved mandatory project features without a similar, equivalent feature, and similar changes may only be accomplished by amendment to the approved PD district through reapplication and submittal of a new preliminary development plan in conformance with section 17.92.080 and this chapter.

**Amend section 17.62.100 "Revocation of PD district zoning" to read in its entirety as follows:**

17.62.100 - Revocation of PD district zoning.

If a final development plan is not filed with the Director in the time specified in this chapter including any approved extension period, the Planning Commission and Board of Supervisors may remove the PD district zoning according to the procedure for county-initiated zone amendments in section 17.92.080.

**SECTION 25**

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Chapter 17.64 Unclassified (U) District is amended as follows:

**Amend section 17.64.020 "Permitted uses" to read in its entirety as follows:**

17.64.020 - Permitted uses. The following uses are permitted outright in the unclassified (U) district:

- A. One-family residence, except that in areas designated by the general plan as commercial (C), industrial (I) or mineral resource (M) residential uses shall be subject to the provisions of the zoning district most appropriate for the site as determined by the Director;
- B. All agricultural and timber management uses permitted without a use permit in the A-1, TL and TP districts, if the property is ten acres or smaller. If the parcel is larger than ten acres, the agricultural and timber uses permitted are those agricultural and timber uses permitted without a use permit in the EA, TL and TP districts;
- C. Any parcel designated for open space (N-O) in the general plan shall comply with the standards of the open space (OS) district as defined in Chapter 17.16;
- D. Any parcel designated as mixed use (MU) in the general plan shall comply with the standards of the mixed use (MU) district as defined in Chapter 17.54;
- E. Notwithstanding the provisions of Chapter 17.90 and Section 17.64.040, any mobile home lawfully installed without a foundation system prior to July 1, 1982, may be replaced within six months of its removal with another mobile home without a foundation system if all other requirements of law relating to the installation of mobile homes without a foundation system have been met.
- F. In areas where a one-family residence is allowed outright, the following related uses shall also be permitted:
  - 1. Supportive housing;
  - 2. Transitional housing;
  - 3. Small family day care home;
  - 4. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);

**Amend section 17.64.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.64.025 - Uses requiring a zoning permit. The following uses are permitted in the U district if they are accessory to a permitted one-family residence if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- B. Guest house;
- C. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure;

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- D. Outdoor auction of heavy equipment and trucks if the site is in a commercial (C) or industrial (I) general plan land use classification;
- E. Seasonal sales of pumpkins and Christmas trees when conducted separately from a legally established use in a commercial (C) or mixed use (MU) general plan land use classification.
- F. Second one-family residence subject to the provisions of Section 17.88.135.

**Amend section 17.64.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.64.030 - Uses requiring an administrative permit. The following uses are permitted in the U district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.325:

- A. A mobile home, in lieu of a permitted one-family residence;
- B. The following uses, if they are accessory to a permitted one-family residence or mobile home
  - 1. Family care residence,
  - 2. Home occupation with customer vehicle trips,
  - 3. Small family day care home or Large family day care home,
  - 4. Bed and breakfast guest facility,

## **SECTION 26**

Chapter 17.78 Design Review (DR) District is amended as follows:

**Amend section 17.78.010 "Purpose" to read in its entirety as follows:**

17.78.010 - Purpose.

- A. The design review (DR) district is intended to be combined with any principal district for one or more of the following purposes:
  - 1. To protect areas having unique environmental, physical, historical or scenic features;
  - 2. To promote design and architectural features that are consistent with adopted community design guidelines for the area or general design review standards, as applicable;
  - 3. To encourage integrated approaches to the use of land and related physical development;
  - 4. To ensure compatibility with surrounding land uses;
  - 5. To protect the public's health and safety.
- B. The regulations of this district prevail over any conflicting regulation of any principal district with which this district is combined.

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**Amend section 17.78.015 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.78.015 - Uses requiring administrative permit. If a commercial use is conducted within a commercial building, and the use is permitted outright or with an administrative permit in the principal district, the use is permitted in the DR district if an administrative permit is issued.

**Amend section 17.78.020 "Uses requiring a use permit" to read in its entirety as follows:**

17.78.020 - Uses requiring use permit. The uses permitted with a use permit in the principal district are permitted in the DR district if a use permit is issued.

**Amend section 17.78.030 "Site development standards" to read in its entirety as follows:**

17.78.030 - Site development standards.

- A. Site development standards in the design review (DR) district shall, in the aggregate, meet or exceed the standards prescribed by the regulations for the principal district.
- B. Each DR district shall be provided design review guidelines which direct the implementation of objectives for the district. In cases where there are no adopted community design guidelines for an area, the following general design review standards shall be met:
  - 1. A design theme is prepared and established which takes into account the relationship of the project to the surrounding area, including, but not limited to the proposed project's visual appeal and character, scale of development and sense of proportionality, building size and dimension, mix and pattern of color and architectural variation, lighting, signing and other physical relationships affecting appearance between various architectural styles found in and around the development;
  - 2. Landscaping, consistent with the design theme, is provided which meets or exceeds the minimum standards in section 17.84.040 and provides shading over thirty percent, or more, of parking and pedestrian areas within the project within ten years after completion of the project.

**SECTION 27**

Chapter 17.83 Density Bonus is amended as follows:

**Amend section 17.83.010 "Purpose" to read in its entirety as follows:**

17.83.010 - Purpose. This chapter is intended to establish policies that implement state housing law under California Government Code sections 65915 through 65918, as may be amended from time to time, to facilitate the development of affordable housing to serve families of moderate and less-than-moderate incomes within the county through density bonus and other incentives. The regulations set forth in this chapter shall apply countywide.

**Delete section 17.83.020 "Definitions" in its entirety.**

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**Amend section 17.83.030 "Implementation" to read in its entirety as follows:**

17.83.030 - Implementation.

- A. Pursuant to Government Code Section 65915 and following, as may be amended from time to time, the County shall grant an applicant for a qualifying housing development who seeks a density bonus either (1) a density bonus, the amount of which shall be as specified in subdivision (f) of Government Code section 65915, or (2) a density bonus with one or more additional incentive(s) as described in subdivision (d) of Government Code section 65915, waivers or reductions in development standards, and/or reductions of parking ratios as described in subdivisions (e) and (p) of Government Code section 65915.
- B. As part of the approval process, a binding density bonus agreement between the County and the property owner, must be recorded with the County recorder, which agreement sets forth the conditions and terms to be met in the implementation of the density bonus law requirements and the requirements of this chapter. The agreement will also establish compliance standards and remedies available to the county should the developer/property owner fail to make or maintain the identified residential units accessible to the intended households for the term specified in the agreement. Unless otherwise provided, the agreement shall be recorded as a covenant on the property on which the designated affordable dwelling units will be constructed, which covenant shall run with the land.
- C. To be eligible for a density bonus in accordance with this chapter, an applicant must agree to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this chapter, that will contain at five or more dwelling units and any one of the following:
  - 1. A minimum of Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as may be amended from time to time;
  - 2. A minimum of Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code, as may be amended from time to time;
  - 3. A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, as may be amended from time to time; or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code as may be amended from time to time;
  - 4. Ten percent of the total dwelling units in a common interest development, as defined in Section 4100 of the Civil Code, as may be amended from time to time, for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, as may be amended from time to time, provided that all units in the development are offered to the public for purchase;
  - 5. Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, as may be amended from time to time,



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disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.) as may be amended from time to time. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.

**Amend section 17.83.040 "Application" to read in its entirety as follows:**

**17.83.040 - Application.**

- A. To apply for a density bonus, the developer/property owner shall submit to the county a written proposal for a project pursuant to this chapter. If appropriate, the application shall be submitted in conjunction with a subdivision application or use permit application. Otherwise, the application shall stand alone. The proposal shall include at least the following information:
1. Identification of the qualifying category and amount of density bonus requested in accordance with this chapter and Government Code section 65915 and following, and the total number of units proposed for the housing development, including the number of designated affordable units.
  2. A description of the household income or special needs group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing costs consistent with U.S. Department of Housing and Urban Development ("HUD") Guidelines.
  3. Adequate information to determine the project cost per unit of the proposed development, including but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the County.
  4. The projected sales price or rental rates, and marketing plan for the affordable units.
  5. The location, unit sizes (square feet), and number of bedrooms of the designated affordable dwelling units.
  6. Proposed tenure of the use restrictions for designated affordable dwelling units as required by this section and Government Code Section 65915.
  7. A schedule for completion and occupancy of the designated affordable dwelling units, which must be phased in in proportion to the rest of the development.
  8. A description of the additional incentives or concessions, if any, being requested, with information supporting the premise that additional incentives or concessions are necessary to make the units affordable and the overall project viable.
  9. Other provisions to ensure successful implementation and compliance with this section and Government Code Section 65915.

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**Add section 17.83.045 "Processing a density bonus request" to read in its entirety as follows:**

17.83.045 -Processing a density bonus request. Once a complete proposal is received by the County, the following procedures shall be followed:

A. Permit requirement.

1. Where a density bonus request is part of a project that includes an application for a use permit or tentative or parcel map, the density bonus proposal along with the density bonus agreement shall be processed and considered by the Planning Commission concurrently with the use permit or map application in the manner prescribed for the use permit or map application. However, (1) the planning commission shall render its decision in the form of a written resolution, which shall include a recommendation to the board of supervisors for action on the application with the density bonus, the reasons for the recommendation, the relationship of the application to the general plan and any applicable specific plan, and findings as required by this section; (2) the Director of Resource Management shall cause a report of the Planning Commission's action to be filed with the Clerk of the Board within ten working days after the Planning Commission's decision; (3) upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for public hearing before it and shall consider the use permit or tentative or parcel map application along with the proposed density bonus in accordance with section 17.92.020(G) or 15.08.085 as applicable; (4) the board of supervisors may continue any hearing to a specific time, date, and place without further public notice; (5) The board of supervisors shall conduct a "de novo" review of the Planning Commission's decision and shall review the report of the Planning Commission's action and any additional relevant information that may have been received at the hearing before the board of supervisors; (6) the board of supervisors may, in its discretion, refer any application back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. The board of supervisors may also impose additional conditions; (7) following approval by the Board, the density bonus agreement shall be recorded with the County Recorder concurrently with the final or parcel map, or at the time the use permit is issued.
2. Where a request for a density bonus is a stand-alone request, the proposal shall be submitted to the Director, with all required fees. Once accepted as complete, the Director shall present the proposal to the Planning Commission whose decision shall be rendered in the form of a written resolution, which shall include findings as required by this section and a recommendation to the board of supervisors for action on the request. Upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for consideration before it. A noticed public hearing shall not be required for either the Planning Commission or the Board of Supervisors. The board of supervisors may, in its discretion, refer any request back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. Following approval by the Board, the density bonus agreement shall be recorded with the County Recorder.

B. Findings for approval. The approval of a density bonus and other incentives and concessions shall require that the review authority first make all the following findings:

1. The residential development will be consistent with the General Plan,

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2. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities.
3. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this chapter and state housing law.
4. Remain affordable for the required time period.

**Amend section 17.83.050 "Additional incentives" to read in its entirety as follows:**

17.83.050 - Additional incentives or concessions.

An applicant for a density bonus may submit a request for specific incentives or concessions as listed, and may request a meeting with the County staff prior to submitting the development application. The Director shall grant an incentive or concession request that complies with the requirements of this section and state law, unless the Board of Supervisors states in writing, based on substantial evidence, the findings established in Government Code Section 65915(d)(1)(A), 65195(d)(1)(B), or 65915 (d)(1)(C), as may be amended from time to time. The following are allowed incentives or concessions that can be made for projects qualifying under this section:

- A. Number of Incentives. The applicant shall receive other concessions or incentives, as listed in subsection B of this section, which significantly contribute to the economic feasibility of the qualifying development project. The number of concessions or incentives will be determined by Government Code Section 65915(d)(2), as may be amended from time to time.
- B. Types of Incentives. Additional concessions or incentives which the County may provide include, but are not limited to any of the following, as established in Government Code Section 65915(k).
  1. A reduction in site development standards or a modification of architectural design requirements that exceed the minimum State of California Building Standard pursuant to California Government Code Section 65915(k);
  2. A modification of zoning ordinance or design standards requirements that result in identifiable cost reductions that exceed the minimum State of California Building Standards pursuant to California Government Code Section 65915(k), including but not limited to a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required;
  3. Approval of mixed-use zoning in conjunction with the housing project, if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project; and
  4. Any other incentive or concession proposed by the Developer or the County that results in an identifiable, financially sufficient, and actual cost reductions.

**Amend and rename section 17.83.060 "Requirements for participation" to read in its entirety as follows:**

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17.83.060 - Density Bonus Agreement.

- A. Agreement Required. An applicant requesting a density bonus shall enter into a recordable density bonus agreement ("agreement") with the County in a form approved by the County Counsel. The executed agreement shall be recorded on the property designated for the construction of the designated affordable units. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.
- B. Project Information: The agreement shall include at least the following information about the project:
1. Identification of the qualifying category and amount of density bonus requested in accordance with this chapter and Government Code section 65915 and following, and the total number of units proposed for the housing development, including the number of designated affordable units.
  2. A description of the household income or special needs group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing costs consistent with U.S. Department of Housing and Urban Development ("HUD") Guidelines.
  3. Adequate information to determine the project cost per unit of the proposed development, including but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the County.
  4. The projected sales price or rental rates, and marketing plan for the affordable units.
  5. The location, unit sizes (square feet), and number of bedrooms of the designated affordable dwelling units.
  6. Proposed tenure of the use restrictions for designated affordable dwelling units as required by this section and Government Code Section 65915, as may be amended from time to time.
  7. A schedule for completion and occupancy of the designated affordable dwelling units, which must be phased in in proportion to the rest of the development.
  8. A description of the additional incentives or concessions, if any, being requested, with information supporting the premise that additional incentives or concessions are necessary to make the units affordable and the overall project viable.
  9. Other provisions to ensure successful implementation and compliance with this section and Government Code Section 65915, as may be amended from time to time.
  10. A description of the additional incentives and concessions being provided by the County, if any.

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11. A description of the compliance standards and remedies available to the county should the developer/property owner fail to make or maintain the identified residential units accessible to the intended households for the term specified in the agreement.
12. Other provisions to ensure successful implementation and compliance with this Section and Government Code Section 65915, as may be amended from time to time.
  - a. Minimum Requirements. The agreement shall provide, at a minimum, that:
    - 1) The Developer shall give the County the continuing right-of-first-refusal to lease or purchase any or all the designated low income or affordable dwelling units at the appraised value.
    - 2) The deeds to the designated affordable dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interest for designated low income or affordable dwelling units without the written approval of the County.
    - 3) When providing the written approval, the County shall confirm that the price (rent or sale) of the designated low income or affordable dwelling unit is consistent with the limits established for low and very low income households, as published by HUD.
    - 4) The County shall have the authority to enter into other agreements with the developer, or purchasers of the designated low income or affordable dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households.
    - 5) Applicable deed restrictions, in the form satisfactory to the County Counsel, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in the County seeking any and all remedies available by law.
    - 6) In any action taken to enforce compliance with deed restrictions, the County Counsel shall, if compliance is ordered by a court of law, take all action that may be allowed by law to recover all of the County's costs of action including legal services.
    - 7) Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.
    - 8) The designated low income or affordable dwelling units that qualified the housing development for a density bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the requirements of Government Code Section 65915(c).

- b. For-sale housing conditions: In the case of for-sale housing developments, the agreement shall provide for the following conditions governing the initial sale and use of designated low income or affordable dwelling units during the applicable restriction period:
  - 1) A requirement that designated affordable dwelling units shall be owner-occupied by eligible households, or by qualified residents in the case of senior housing.
  - 2) Provisions as the County may require ensuring continued compliance with maintaining low income or affordable dwelling units in compliance with this section and State law.
  - 3) Terms for future sales and recapture of any equity to ensure continued affordability of dwelling units for the requisite time period, as prescribed by Government Code Section 65915(c).
- c. Rental Housing Conditions: In the case of rental housing development, the agreement shall provide for the following conditions governing the use of designated low income or affordable dwelling units during the restriction period:
  - 1) The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated affordable dwelling units for qualified tenants.
  - 2) Provisions requiring owners to annually verify to the County tenant incomes and maintain books and record to demonstrate compliance with this section.
  - 3) Provisions requiring owners to submit an annual report to the County, which includes the name, address, and income of each person occupying the designated affordable dwelling units, and which identifies the number bedrooms in each dwelling and monthly rent or cost of each unit.
  - 4) The applicable use restriction shall comply with the time limits for continued availability in compliance with this section and Government Code Section 65915(c), as may be amended from time to time.
- d. Execution of agreement: Following Board of Supervisors approval of the agreement and execution of the agreement by all parties, the completed agreement shall be recorded on the parcels designated for the low income or affordable dwelling units, at the County Recorder's Office.
- e. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.
- f. The agreement shall be binding on all future owners, developer and/or successors-in-interest.

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**SECTION 28**

Chapter 17.86 Off-street Parking and Loading Regulations is amended as follows:

**Amend section 17.86.030 "When required" to read in its entirety as follows:**

17.86.030 - When required. Every building or manufactured or mobile home hereafter installed, constructed, or enlarged, and every use of property hereafter inaugurated or expanded, shall be required to provide off-street parking and loading facilities, as specified by this chapter. The spaces shall be improved and installed prior to final building inspection or occupancy. When justified, a deferral of the required parking improvements may be approved, as set forth in the county development standards. All required off-street parking and loading spaces shall be maintained in good condition for the duration of the use that they are intended to serve.

**Amend section 17.86.060 "Compact car parking" to read in its entirety as follows:**

Compact vehicle parking may be provided at the following rate:

Total Parking Stalls	Maximum Compact Stalls
1 to 10 stalls	None
11 to 30 spaces	15 percent of all spaces
31 to 100 spaces	35 percent of all spaces
101 or more spaces	30 spaces plus 40 percent of all spaces in excess of 100

**Amend subsection (A) "Parking requirements" of section 17.86.140 "Off-street parking standards" to read in its entirety as follows:**

17.86.140 - Off-street parking standards.

The following parking schedule applies in all zone districts. The required parking spaces are in addition to company operated vehicles. When computing the required number of off-street parking or loading spaces, a remaining fraction of one-half or more shall be deemed a whole unit of measurement; a remaining fraction of less than one-half will be disregarded.

A. Parking requirements:

Use	Off-street Parking Space Requirements
Accessory dwelling unit	Refer to section 17.88.132
Animal care facility	5 parking spaces per doctor.
Automobile service, including repair, body shop or service station	5 parking spaces exclusive of service bays, pumping areas, or auto storage areas.

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Bowling alley	5 parking spaces for each bowling lane, plus 1 parking space for each 200 square feet of gross floor area devoted to accessory uses.
Business or trade school	1 parking space per 3 students, plus 1 space per employee.
Card room	1 parking space for each 2 seats in the play area, plus restaurant and bar parking.
Church, social hall, club, lodge, community center, theater, or other place of public assembly	1 parking space for each 4 seats in the principal seating area, or 1 parking space for every 40 square feet in the principal seating area, whichever is the greater, plus 1 passenger loading space.
Condominiums or townhouses	See "multifamily residences."
Convalescent hospital	1 parking space for each 3 beds.
Day care center	1 parking space for each 10 children, plus 2 other parking spaces, plus 1 passenger loading space.
Large family day care home	In addition to the required residential parking, 1 parking space, plus 1 passenger loading space.
Emergency Shelters, Supportive and Transitional Housing serving seven or more residents	In addition to the required residential parking, one half (0.5) space for each bedroom housing a recipient of support services, rounded to the next highest whole number.
Flea market	1 parking space for each 500 square feet of sales or display area, plus 1 per sales booth.
Golf course	4 parking spaces per hole, plus required parking for accessory uses.
Guest house	1 space in addition to that required for the main residence.
Hotel, motel, boardinghouse, or bed and breakfast guest facility	1 parking space per guest room, plus 1 space per two employees, plus required parking for accessory uses.
Industry	1 parking space for each 1,000 square feet of manufacturing or warehousing area, or per employee, whichever is greater, plus 1 parking space for each 300 square feet of office area, plus 1 parking space for each 250 square feet of retail floor area, if retail sales are allowed.
Medical offices and clinic	1 parking space for each 250 square feet of gross floor area.
Mobile or manufactured home park	2 parking spaces per unit (tandem parking permitted), plus 1 guest parking space for each 4 units, plus 1 recreational vehicle parking space for each 5 units. For mobile or manufactured home parks restricted to seniors only, 1 parking space per unit.
Mortuary	1 parking space for each 4 seats in the principal seating area, plus 3 parking spaces; or 1 parking space for each 45 square feet in the principal seating area, whichever is the greater.
Motel	See "hotel."



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Multifamily or group residence, condominiums or townhouses	1.5 parking spaces per unit; plus 1 guest parking space for each 5 units, plus 1 recreational vehicle parking space for each 10 units.* Where such units are restricted to seniors only, or are developed at 20 or more units per acre and at least 20 percent of the units are restricted for affordable housing, 1 space per unit, plus guest and RV parking* as indicated above.  *Note: On-site RV parking spaces may be waived by the Director where there is an enforceable, binding prohibition against parking RVs on site.
One-family or two-family residence	2 parking spaces per dwelling unit.
Personal services	1 parking space for each 200 square feet of gross floor area.
Professional office, including bank and other financial institution	1 parking space for each 300 square feet of gross floor area.
Research and development	1 parking space per 2 employees.
Residential facility for the elderly	½ parking space per unit, in addition to parking for other types of residences.
Restaurant (standard) or bar	1 parking space for each 250 square feet of gross floor area or 1 space for every 4 seats based upon the capacity of the fixed or movable seating area, whichever is greater.
Restaurant (fast food)	1 parking space for each 50 square feet of gross floor area.
Retail:	
a. Enclosed — general retail	1 parking space for each 200 square feet of gross floor area.
b. Shopping center	1 parking space for each 275 square feet of gross floor area.
c. Enclosed — furniture, large appliance, carpet, piano, auto showroom or similar uses	1 parking space for each 500 square feet of retail floor area.
d. Open lot, including auto, boat, recreation vehicle and mobile home (does not include flea market or similar uses)	1 parking space for each 5000 square feet, not to exceed 5 spaces, plus 1 space for each 2 employees.
School:	
a. Grades K — 8	1 parking space per employee, plus 10 spaces.
b. Grades 9 — 12	1 parking space per 5 students, plus 1 space per 2 employees.
Convalescent hospital	1 parking space for each 3 beds.

**SECTION 29**

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Chapter 17.88 Special Uses is amended as follows:

**Amend Article I Uses Permitted in All Districts as follows:**

**Amend section 17.88.060 "Agricultural accessory building" to read in its entirety as follows:**

17.88.060 - Agricultural accessory building. Agricultural accessory buildings, as defined in 17.02.105, are permitted when accessory to a full-time or part-time agricultural use, provided the property on which the building is to be located is within a zone district that allows agricultural use by right, and the parcel meets the minimum acreage requirements for the zone district.

**Amend section 17.88.070 "Assemblage of people" to read in its entirety as follows:**

17.88.070 - Assemblage of people. Except in R-1, R-2, R-3, RM and MHP districts, circuses, carnivals, open air theaters, race tracks, boat races or similar uses involving temporary or intermittent assemblages of people, automobiles or boats, and that do not involve permanent structural improvements, may be permitted if an administrative permit is issued in each case and it is determined that the proposal will not adversely impact surrounding properties.

**Amend Article II Uses Permitted with a Residence or in Selected Residential Districts as follows:**

**Amend section 17.88.120 "Generally" to read in its entirety as follows:**

17.88.120 - Generally. There are certain land uses which, because of their characteristics, are permitted in residential areas, provided they meet appropriate standards. The uses described in this article may be permitted in conjunction with residential uses, subject to the criteria and limitations specified herein.

**Delete subsection (B) Definitions and renumber subsections (C), (D), (E), and (F) of section 17.88.132 "Accessory dwelling units."**

**Renumber and amend subsection (C) "Applicability" of section 17.88.132 "Accessory dwelling units" to read in its entirety as follows:**

- B. Applicability. Subject to all applicable provisions of this section, an Accessory dwelling unit may be established in any zone district which permits a one-family residence by right, and in the Mixed Use (MU) district provided that all required permits have been secured for the one-family residence.

**Renumber subsection (D) "General Provisions" and amend subsection 1(a) of section 17.88.132 "Accessory dwelling units" to read in its entirety as follows:**

- C. General Provisions. If the provisions of this section conflict with other provisions of the County Code, the provisions of this section shall govern. The following general provisions shall apply to Accessory Dwelling Units:

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1. Number of Units. There shall be no more than one accessory dwelling unit per legal lot.

- a) An accessory dwelling unit shall not be permitted on lots which have a guest house or a family care residence .

**Amend subsection (A) of section 17.88.140 "Residential accessory buildings" to read in its entirety as follows:**

17.88.140 - Residential accessory buildings.

- A. Residential accessory buildings are buildings which are subordinate to and commonly associated with a residence, including, but not limited to: private garages, carports, covered awnings, greenhouses, and private storage buildings. As used in this section, residential accessory buildings include the terms "residential accessory structure" and "accessory structure." This section does not apply to family care residences, accessory dwelling units, senior citizen residences, guest houses, servant's quarters, or any other buildings permitted and approved for human occupancy, or to agricultural buildings as defined in Section 17.02.105 and as permitted by section 17.88.060.

**Delete section 17.88.180 "Senior citizen residence" in its entirety.**

**Delete section 17.88.190 "Servant's quarters" in its entirety.**

**Amend section 17.88.205 "Home occupation with customer vehicle trips" to read in its entirety as follows:**

17.88.205 - Home occupation with customer vehicle trips. A home occupation with customer vehicle trips may be established on a lot, in addition to a permitted residential use, provided the home occupation meets all criteria of subsections A through E of Section 17.88.175, and customer vehicle trips do not exceed the following:

- A. If the lot is one acre or less in size, up to six customer vehicle trips may be permitted daily;
- B. If the lot is larger than one acre in size, up to ten customer vehicle trips may be permitted daily.

**Amend section 17.88.215 "Large family day care home" to read in its entirety as follows:**

17.88.215 - Large family day care home. A large family day care home may be established on a lot, in addition to a permitted residential use if an administrative permit is issued, and provided:

- A. The maximum number of children or adults at any time shall be fourteen (14). This includes the licensee's children and assistant's children under the age of ten and all other children under the age of eighteen;
- B. It may be located in a one-family residence;

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- C. It shall not be located within five hundred feet driving distance of another large family day care home;
- D. No signs are permitted;
- E. All fire safety requirements shall be met, including a fire safety clearance by the State Fire Marshal;
- F. A parking and loading area shall be provided, as specified in Chapter 17.86, except the loading area may be located in a front or side yard that typically is used as a driveway that leads to a garage or parking area. The parking and loading area shall be improved with at least four inches of gravel or cinders;
- G. It shall have frontage on, and access off of, a road that meets all applicable standards. Roads that are constructed for this project shall meet adopted county standards. Existing paved roads, including public roads, shall meet all safety and capacity criteria. If determined to be deficient, improvements to the road may be required.

**Delete section 17.88.220 "Mobile homes in an unclassified district" in its entirety.**

**Delete section 17.88.235 "Farm labor quarters" in its entirety.**

**Amend Article III Other Special Uses as follows:**

**Add section 17.88.275 "Emergency shelters" to read in its entirety as follows:**

17.88.275 Emergency shelters. Emergency shelters are permitted outright in the Commercial-Light Industrial (CM) district and shall comply with all objective standards identified in Government Code Section 65583 (a) ((4), and the Shasta County Code, that include the following:

1. Off-street parking as provided under Section 17.86 of this Code.
2. Shall not be located closer than three hundred (300) feet of any other emergency shelter, unless such other emergency shelter is located within the same building or on the same lot.
3. There shall be adequate receiving and reception space inside the structure such that prospective and current residents are not required to wait on sidewalks or any other public rights-of-way.
4. Any outdoor area provided for the residents of the emergency shelter shall be gated and fenced.
5. Lighting shall be provided for appropriate security subject to approval of the Sherriff and the Director, and provided that such light does not cause light or glare on adjacent properties and uses.
6. A management plan is required for all emergency shelters to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and approved by the Director prior to establishing the emergency shelter. Minimum standards and practices addressed in the plan shall be as follows:

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- a. The Emergency Shelter shall be operated by or in association with an agency or organization, with prior experience in managing or providing social services.
- b. The Emergency Shelter shall have an identified administrator and representative to address community concerns.
- c. The Emergency Shelter shall provide at least one responsible onsite supervisor at all times for every ten residents.
- d. Residents shall be regularly evaluated by a case manager or other person(s) experienced in emergency shelter placement and/or management.
- e. The plan shall identify how the shelter will assist its residents with gaining access to social services, employment opportunities and other services.
- f. First aid and CPR assistance, life skills training, counseling, and personal services essential to enable homeless persons to make the transition to permanent housing shall be provided. Services may also include providing meals, as incidental to the operation of an Emergency Shelter.
- g. Referral services shall be provided to assist residents in obtaining permanent housing and income. Such services shall be available at no cost to residents of a shelter.
- h. Emergency Shelters shall be maintained in a safe and clean manner and free from refuse or discarded goods.

**Amend section 17.88.280 "Storage of mobile homes, recreational vehicles, sea vans, cargo containers or truck trailers" as follows:**

17.88.280 - Storage of mobile and manufactured homes, recreational vehicles, sea vans, cargo containers or truck trailers.

- A. A mobile or manufactured home shall not be placed on a lot until a mobile or manufactured home installation permit is issued. A mobile or manufactured home shall not be stored on a lot, unless the lot is a legally established commercial storage yard or a mobile or manufactured home sales lot.

**SECTION 30**

Chapter 17.92 Applications and Procedures is amended as follows:

**Amend subsection (F) of section 17.92.020 "Use permits" to read in its entirety as follows:**

17.92.020 - Use permits.

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- F. Except as provided in subsection (G) of this section, the planning commission may approve, conditionally approve or deny approval of the application by resolution. A resolution approving a use permit application shall clearly describe the uses permitted, set forth all conditions of approval, and identify which conditions, if any, must be met prior to use of the use permit. No use permit shall be granted unless findings of fact are made that the establishment, maintenance or operation of the use, building or facilities applied for will not, under the circumstances of the particular use, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the county; provided, if any proposed use, building or facility is necessary for the public health, safety or general welfare, the findings shall so state. The planning commission may require security it deems reasonably necessary to ensure compliance with any conditions imposed.

**Add subsection (G) of section 17.92.020 "Use permits" to read in its entirety as follows:**

- G. Where a use permit approval requires or is accompanied by an application to amend the zoning plan or the general plan, (1) the planning commission shall render its decision in the form of a written resolution, which shall include a recommendation to the board of supervisors for action on the application, the reasons for the recommendation, and the relationship of the application to the general plan and any applicable specific plan. A recommendation to approve a use permit application shall clearly describe the uses permitted, set forth all conditions of approval, and identify which conditions, if any, must be met prior to use of the use permit; (2) The Director of Resource Management shall cause a report of the Planning Commission's action to be filed with the Clerk of the Board within ten working days after the Planning Commission's decision; (3) Upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for public hearing before it and shall consider the use permit application along with the proposed amendment(s) to the zoning plan or the general plan in accordance with section 17.92.080. The board of supervisors may continue any hearing to a specific time, date, and place without further public notice; (4) The board of supervisors shall conduct a "de novo" review of the Planning Commission's decision and shall review the report of the Planning Commission's action and any additional relevant information that may have been received at the hearing before the board of supervisors; (5) The board of supervisors may, in its discretion, refer any application back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. The board of supervisors may also impose additional conditions.

**Renumber subsections (G), (H), (I), and (J) of section 17.92.020 "Use permits" as follows:**

- H. The granting of any use permit may be conditioned upon the dedication of land or the posting of a bond to guarantee the installation of public improvements, provided the dedication or public improvements are reasonably related to the use for which the use permit is granted. Every use permit granted under this section is revocable. Any use permit granted under this section may be limited by the B.A.R. or planning commission to a term set when the use permit is granted. The establishment, maintenance or operation of any use under this section shall

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cease at the end of the term, if any, of the use permit. No use permit granted under this section may be renewed, but a new use permit may be granted upon terms and conditions appropriate at the time of such grant.

- I. After the time for filing an appeal has expired, or if an appeal is timely filed, after the decision on the appeal, the director of resource management shall mail or deliver to the applicant or his agent a copy of the executed resolution on the decision. A resolution approving or affirming the approval of or reversing the disapproval of a use permit application shall constitute the use permit and shall permit the applicant to engage in the use or undertake the activity described, provided any precedent conditions imposed under subsection E of this section or on appeal have first been met.
- J. No building permit or mobile home installation permit for which a use permit is required shall be issued until the time to appeal approval of the use permit has expired, or in case of appeal, until the approval has been affirmed or the disapproval has been reversed by the board of supervisors.
- K. Any use permit, including the term of the permit and conditions of approval, may be amended upon a showing of good cause by any interested party or by the planning commission on its own motion. The provisions of subsections A through F of this section shall apply to any amendments proposed by an interested person. The provisions of subsections C through F of this section shall apply to any amendment initiated by the planning commission. (Ord. 95-3 § 97, 1995; prior code § 5.05.020)

**Add section 17.92.025 "Use permits - modification" to read in its entirety as follows:**

17.92.025 Use permits – modification. As provided in this section, upon application by the permit holder, an approved use permit or its conditions of approval, may be modified if the approving agency finds there are changes in circumstances that justify the modifications.

- A. Minor modification. A minor modification to an approved use permit may be approved by the Director if the proposed modification meets all of the following criteria:
  1. The modification complies with all existing conditions of approval and does not trigger the need for any new or amended conditions of approval.
  2. Any separate approvals or permits, such as a building permit, grading permit or encroachment permit are obtained.
  3. The modification is compatible with existing approved uses and reasonably fits within the scope and scale of the approved use(s).
  4. The modification does not introduce new, unanalyzed environmental effects (dust, noise, light, traffic, etc.) or would be of greater land use intensity than the approved use(s).
  5. The modification does not add to the existing overall floor area of approved structures, through additions or new structures, by more than fifteen (15) percent.

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6. Any added new uses to an existing Use Permit are allowed by right in the zone district, and the new uses are compatible with the existing approved uses and can be accommodated on the site in accordance with section 17.94.040.

Exceptions to the listed criteria may be approved by the Director with a recommendation from the staff planner and the planning manager. Any decision of the Director may be appealed to the Planning Commission in accordance with section 17.92.050(G).

- B. Amendment. An amendment to an approved use permit shall be required and referred to the approving agency (Planning Commission or Board of Supervisors, as applicable) if any of the following apply:

1. The proposed changes would not comply with one or more of the existing conditions of approval, or triggers the need for new or revised conditions of approval.
2. The proposed changes would introduce new, unanalyzed environmental effects (dust, noise, light, traffic, etc.) or would be of greater land use intensity than the approved use(s).
3. The proposed changes would add new uses that otherwise require a zone permit, administrative permit or use permit in the particular zone district.

A use permit amendment shall be processed in the same manner as a use permit in accordance with sections 17.92.020 through 17.92.040 inclusive, but the hearing before the approving agency shall be confined to consideration of and action on the proposed modifications or amendment and related conditions of approval as may be appropriate.

## SECTION 31

Chapter 17.94 Administration and Enforcement is amended as follows:

**Amend section 17.94.030 "Zone district land use interpretation" to read in its entirety as follows:**

17.94.030 – Determination of similar use; Zoning plan interpretation; Land use verification.

- A. Determination of similar use. Any land owner may submit an application for a determination of similar use on his/her property, along with all applicable fees. Where a proposed land use is not specifically listed by the applicable zone district within which the property proposed for the use is located, the director of resource management may determine that the proposed use may be permitted if the following findings are made:

1. The proposed unlisted use is similar in character and impact to a listed use; and
2. The proposed use will be treated in the same manner as the listed use including determining where it is allowed, what permits are required, and what standards affect its establishment.



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The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.

- B. Zoning plan interpretation. Any member of the public may submit a written request for interpretation of the zoning plan. The request shall be submitted to the Director in the form of a letter, or on a form prescribed by the Director, and shall include reference to the sections of the zoning plan that are the subject of the request, along with an explanation of the circumstances leading to the request, and any other relevant information the applicant would like to be considered, along with all applicable fees. The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.
- C. Land use verification. Any land owner may submit a written request for verification of the status of an existing land use, or the land uses that would be permitted on his/her property, or any similar verification. The request shall be submitted to the Director in the form of a letter, or on a form prescribed by the Director, and shall include a description of the particular land use of concern, the circumstances related to the land use, such as any permit or other entitlement approved for the subject land use or the property, and any other relevant information the applicant would like to be considered, along with all applicable fees. The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.
- D. Appeal. Any Determination, interpretation, or verification made in writing by the director of resource management may be appealed to the planning commission in accordance with subsection C of Section 17.94.060.

**Amend section 17.94.040 "Combining uses" to read in its entirety as follows:**

17.94.040 - Combining uses.

- A. More than one permitted use may be permitted on one lot in any zone district, provided there is no conflict between the uses, and further provided that any applicable permits, including permits for a change of occupancy, are secured and all zone requirements and county development standards are met.
- B. On lots for which a use permit has been approved, additional uses permitted outright in the particular zone district may be allowed outright provided the criteria in subsection (A) are met. Additional uses requiring a zoning permit, administrative permit or use permit may be added through minor modification or amendment to the existing use permit in accordance with section 17.92.025.

**Amend subsection (C) "Enforcement authority" of section 17.94.060 "Administrative enforcement" to read in its entirety as follows:**

17.94.060 - Administrative enforcement.

- C. Enforcement Authority.
  - 1. The Director (or designee) is the enforcing officer for the provisions of this title. The Shasta County Sheriff (or designee) may also serve concurrently as an enforcing officer for the

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provisions of this title with the approval of the Shasta County Sheriff and the Director. Nothing in this provision shall be construed to limit the authority provided to the Shasta County Sheriff by state or federal law.

2. Any administrative decision of the Director regarding the interpretation of the provisions of this title or any condition of approval imposed pursuant to this division shall be made in writing whenever requested by any person, in writing, interested in the interpretation. The written interpretation shall be delivered personally or by mail to that person.
3. The director's decision may be appealed to the planning commission within ten days of the date of hand delivery or mailing of the decision by filing a written appeal with the planning department. The appeal shall specifically set forth the grounds upon which it is based. The commission shall hear the appeal and the appellant shall be given a reasonable opportunity to be heard and to present evidence at the hearing. The commission shall render its decision in writing to the Director and shall concurrently mail a copy of its decision to the appellant. A public hearing is not required for any appeal heard under this subsection. Pendency of an appeal under this subsection shall not affect the filing of any legal action or pursuit of any other remedy to enforce the provisions of this title or any condition imposed pursuant to this title.

## SECTION 32

Chapter 17.100 Reasonable Accommodation is added as follows:

**Add Chapter 17.100 "Reasonable Accommodation" to read in its entirety as follows:**

### 17.100

#### REASONABLE ACCOMMODATION

##### Sections:

17.100.010	Purpose
17.100.020	Applicability
17.100.030	Application
17.100.040	Approval authority
17.100.050	Grounds for approving accommodation
17.100.060	Appeals

17.100 010 Purpose. The purpose of this chapter is to establish reasonable and necessary standards and procedures, pursuant to the Federal Fair Housing Amendments Act of 1988 and California Fair Employment and Housing Act, Gov. Code Section 12901 (the Acts) and following, as they may be amended from time to time, for the County of Shasta to provide people with disabilities reasonable accommodation from the various land use, zoning and building laws, rules, policies, practices and procedures of the County that may be necessary to ensure equal access to housing.

17.100.020 Applicability. In order to make specific housing available to an individual with a disability, a disabled person or their authorized representative may request reasonable accommodation relating to the various land use, zoning, and building laws, rules, policies, practices and procedures of the County. A request may be filed at any time that the accommodation may be necessary to ensure equal access to housing. If the project for which the request is being made also requires some other planning or building

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permit or approval, then the applicant shall file the request together with the application for such permit or approval.

17.100.030 Application. All requests for reasonable accommodation shall include the following information:

1. Assessor's Parcel Number and physical address of the property for which the request is being made;
2. The current actual use of the property;
3. The code provision, regulation or policy from which accommodation is being requested;
4. The basis for the claim (including documentation) that the individual is considered disabled under the state and federal fair housing acts and why the accommodation is necessary to make the specific housing available to the individual;
5. Plans showing the details of the proposed use to be made of the land or building, and any other pertinent supporting documentation as required by the Planning Department.

17.100.040 Approval authority. The Director, or his/her designee, shall have the authority to consider and act on a request for reasonable accommodation. When a request for reasonable accommodation is filed with the County, it will be referred to the Director for review and consideration. The Director shall issue a written decision within thirty (30) days of the date of receipt of a completed application and may (1) approve the accommodation request, (2) approve the accommodation request subject to specified nondiscriminatory conditions, or (3) deny the request. All written decisions shall give notice of the right to appeal and the right to request reasonable accommodation on the appeals process, if necessary. The notice of decision shall be sent to the applicant or any other person requesting notice by certified mail, return receipt requested.

If necessary to reach a determination on the request for reasonable accommodation, the Director or designee may request further information from the applicant consistent with this chapter, specifying what additional information is required. In the event a request for further information is made, the thirty (30) day period to issue a written determination shall be stayed until the applicant responds to the request. Additional information shall not be requested solely as a means to postpone the timeline for a decision. Accommodation approval shall not have any force and effect until the applicant acknowledges receipt thereof and agrees in writing to each and every term and condition thereof.

17.100.050 Grounds for approving accommodation. In making a determination regarding the reasonableness of a requested accommodation, the following factors shall be considered:

1. Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual protected under the Acts.
2. Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Acts.

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3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the County.
4. Whether the requested accommodation will require a fundamental alteration to the zoning or building laws, policies or procedures of the County.
5. Physical attributes of the property and structures.
6. Alternative reasonable accommodations which may provide an equivalent level of benefit.

17.100.060 Appeals. Within thirty (30) days of the date the Director issues a written decision, the applicant requesting the accommodation may appeal an adverse determination or any conditions or limitations imposed in the written determination. Any other interested person not satisfied with the decision of the Director, may file an appeal within seven (7) calendar days of the date on which the decision being appealed was rendered. All appeals shall contain a statement of the grounds for the appeal. Appeals shall be to the Board of Supervisors who shall consider the matter and render a determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed. Following the filing of an appeal, the Board of Supervisors shall hold a public hearing on the matter. All determinations on an appeal shall address and be based upon the same findings required to be made in the original determination from which the appeal is taken.

### **SECTION 33**

The County finds that Z17-003 consists of updates and amendments to the County Zoning Plan including, but not limited to, compliance with the requirements for accessory dwelling units, provisions for emergency housing, provisions for transitional and supportive housing where and in the same manner as single-family housing is allowed by right, compliance with reasonable accommodation laws, and provisions to allow multifamily residential development at the County's assigned default density in areas where multifamily residential development is currently allowed by right and where services are or may become available. These updates and amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, Z17-003 is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the ordinance as proposed will not result in a direct or indirect physical change in the environment). In addition, Z17-003 is exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the ordinance as proposed may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this Zoning Plan Amendment is not subject to CEQA.

### **SECTION 34**

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

Ordinance No.

Page 73 of 73

**SECTION 35**

This ordinance shall take effect and be in full force and effect 30 days after its passage. The Clerk shall cause this ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this\_\_\_\_ day of \_\_\_\_\_, 2018, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

---

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

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

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

**RESOLUTION NO. 2018-015**

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION  
RECOMMENDING THAT THE SHASTA COUNTY BOARD OF SUPERVISORS  
APPROVE GENERAL PLAN AMENDMENT GPA18-001 AND ZONING PLAN  
AMENDMENT Z17-003 (COUNTY OF SHASTA)**

WHEREAS, as part of the state housing law the legislature found, among other findings, that (1) the availability of housing is of vital statewide importance, (2) local governments, such as Shasta County, have the responsibility to facilitate the improvement and development of housing adequate to meet the needs of all economic segments of the community, (3) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels is essential to achieving the state's housing goals (Government Code section 65580); and

WHEREAS, the intent of the state's housing law, among others, is to (1) assure that the County recognizes its responsibility to contribute to attaining the state's housing goal, (2) assure that the County prepares and implements a local Housing Element as part of its General Plan, (3) recognize that the County is best capable of determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state (Government Code section 65581); and

WHEREAS, in accordance with Government Code section 65583.2(c)(3)(B)(iii) and the United States Census, Shasta County is considered a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the state. Default density being the density at which a site is deemed appropriate for development to accommodate lower income households; and

WHEREAS, the Shasta County General Plan "Community Development Group" and the Shasta County Zoning Plan currently allow residential development at a density up to sixteen units per acre in certain districts by right; and

WHEREAS, Program 8 of the most recently adopted 2009-2014 Shasta County Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County, where water, sewer and other urban services are available, to fully accommodate the County's RHNA obligation for lower income households; and

WHEREAS, in order to fulfill its obligations to rezone land to the default density as described in adopted Program 8 of the 2009-2014 Housing Element, the County must amend the General Plan and Zoning Plan to allow residential development in appropriate areas of the County at a density of at least twenty units per acre; and

WHEREAS, revisions to the state's provisions related to, among others, density bonus, accessory dwelling units and reasonable accommodation require updates and revisions to the County's Zoning Plan to achieve and maintain compliance with state law; and

WHEREAS, in addition to housing-related revisions and revisions mandated by changes to state law, other revisions to the County Zoning Plan are warranted and appropriate to, among others, (1) maintain internal consistency, (2) provide policy and procedural clarification for some provisions of the Plan, and (3) reduce the permitting and review requirements for some uses within certain zone districts; and

WHEREAS, the Planning Commission held two duly noticed public workshops on February 8, 2018 and May 10, 2018 to consider the proposed General Plan and Zoning Plan revisions at which the Commission received a presentation from staff, invited written and oral comments and accepted all testimony from agencies, housing advocates and the public; and

WHEREAS, a duly noticed public hearing to consider GPA18-001 and Z17-003, was held before the Planning Commission on June 14, 2018, at which time the Commission received a presentation from staff and considered all written comments and all testimony from agencies, housing advocates and the public; and

WHEREAS, the consideration of this matter was continued to a duly noticed Special Meeting of the Shasta County Planning Commission held on June 21, 2018; and

WHEREAS, GPA18-001 consists of narrative updates and amendments to objectives and policies to achieve compliance with state housing law and the Shasta County Housing Element, including, but not limited to, reduction or elimination of constraints to the production of affordable housing, providing opportunity for development in certain areas of the County at densities consistent with the County's default density as assigned by the state, and encouragement to service providers to plan for and accommodate affordable housing units within their jurisdictions. These narrative updates and policy amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Z17-003 consists of updates and amendments to the County Zoning Plan including, but not limited to; compliance with the requirements for accessory dwelling units, provisions for emergency housing, provisions for transitional and supportive housing where and in the same manner as single-family housing is allowed by right, compliance with reasonable accommodation laws, and provisions to allow multifamily residential development at the County's assigned default density in areas where multifamily residential development is currently allowed by right and where services are or may become available. These updates and amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution and the ordinance will not result in a direct or indirect physical change in the environment). In addition, GPA18-001 and Z17-003 are exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a

separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

NOW, THEREFORE BE IT RESOLVED by the Shasta County Planning Commission:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Planning Commission makes the following findings with regard to General Plan Amendment GPA18-001 and Zoning Plan Amendment Z17-003:

A. State housing law, as codified in Government Code section 65580 et seq., requires that Shasta County assist in attaining the state's housing goal by, among other actions: (a) facilitating the improvement and development of housing adequate to meet the needs of all economic segments of the community, (b) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels, (c) preparing and implementing a local Housing Element as part of its General Plan, (d) determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state.

B. In accordance with Government Code 65583.2(c)(3)(B)(iii) and the United States Census, Shasta County is designated a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the state.

C. Program 8 of the 2009-2014 adopted Shasta County Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County, where water, sewer and other urban services are available, to fully accommodate the County's RHNA obligation for lower income households.

D. In order to fulfill its obligations to rezone land to the default density as described in adopted Program 8 of the 2009-2014 Housing Element, it is necessary for the County to amend the General Plan and Zoning Plan to allow residential development in appropriate areas of the County at a density of at least twenty units per acre.

E. Revisions to the state's provisions related to, among others, density bonus, accessory dwelling units and reasonable accommodation require updates and revisions to the County's Zoning Plan to achieve and maintain compliance with state law.

F. Other revisions to the County Zoning Plan are warranted and appropriate to, among other things, (1) maintain internal consistency, (2) provide policy and procedural clarification for some provisions of the Plan, and (3) reduce the permitting and review requirements for some uses within certain zone districts.

G. GPA18-001 consists of narrative updates and amendments to objectives and policies to achieve compliance with state housing law and the Shasta County Housing Element, including, but not limited to, reduction or elimination of constraints to the production of affordable



housing, providing opportunity for development in certain areas of the County at densities consistent with the County's default density as assigned by the state, and encouragement to service providers to plan for and accommodate affordable housing units within their jurisdictions. These narrative updates and policy amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Z17-003 consists of updates and amendments to the County Zoning Plan including, but not limited to; compliance with the requirements for accessory dwelling units, provisions for emergency housing, provisions for transitional and supportive housing where and in the same manner as single-family housing is allowed by right, compliance with reasonable accommodation laws, and provisions to allow multifamily residential development at the County's assigned default density in areas where multifamily residential development is currently allowed by right and where services are or may become available. These updates and amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment). In addition, GPA18-001 and Z17-003 are exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

H. The proposed amendments to the General Plan and Zoning Plan are consistent with the objectives and policies in the Community Development Group, Chapter 7.0 et seq., and with the other elements of the Shasta County General Plan.

3. The Planning Commission recommends that the Shasta County Board of Supervisors take the following actions with regard to GPA18-001 and Z17-003:

A. Conduct a public hearing.

B. Close the public hearing.

C. Find GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment) and 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

D. Adopt a resolution approving and adopting the amendments to the Shasta County General Plan pursuant to General Plan Amendment GPA18-001.

E. Introduce, waive the reading of and enact an ordinance amending the Shasta County Zoning Plan pursuant to Zone Amendment Z17-003.

Resolution No. 2018-015

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DULY PASSED this 21st day of June, 2018, by the following vote:

AYES: MACLEAN, CHAPIN, KERNS, RAMSEY, WALLNER

NOES:

ABSENT:

ABSTAIN:

RECUSE:



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TIM MACLEAN, Chairman  
Planning Commission  
County of Shasta, State of California

ATTEST:



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RICHARD W. SIMON, Secretary  
Planning Commission  
County of Shasta, State of California

# SHASTA COUNTY PLANNING COMMISSION SPECIAL MEETING

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**MINUTES****Special Meeting**

Date: June 21, 2018  
 Time: 2:00 p.m.  
 Place: Shasta County Administration Center  
 Board of Supervisors' Chambers

**Flag Salute****ROLL CALL****Commissioners****Present:**

Tim MacLean	District 2
Jim Chapin	District 1
Steven Kerns	District 3
Roy Ramsey	District 4
Patrick Wallner	District 5

**Staff Present:**

Richard W. Simon, Director of Resource Management  
 James Ross, Assistant County Counsel  
 Kim Hunter, Planning Division Manager  
 Jessica Cunningham-Pappas, Staff Services Analyst II/Recording Secretary

**Note:**

**All unanimous actions reflect a 5-0 vote.**

**PUBLIC COMMENT PERIOD - OPEN TIME:** No Speakers.

**CONFLICT OF INTEREST DECLARATIONS:** None.

**PUBLIC HEARINGS:**

**Ex-parte Communications Disclosures:** None.

**R1:** **General Plan Amendment 18-001 and Zoning Plan Amendment Z17-003 (Housing-related text amendments and other Zoning Plan text revisions):** Director Richard Simon provided a staff presentation summarizing proposed revisions to the Shasta County General Plan and Zoning Plan made necessary by State housing law, the Shasta County Housing Element and zoning clarifications.

**Proposed General Plan Amendments:**

Mr. Simon provided a presentation on changes proposed since the June 14, 2018 Planning Commission meeting. Mr. Simon discussed Land Use Designations, Land Use Categories, and the inclusion of the contents being amended from time to time in reference to California Government Code, Section 65915.

Commissioner Kerns asked what 'and other services' included under Mixed Use Commercial Land

## PLANNING COMMISSION MEETING MINUTES

June 21, 2018

1 of 2  
Page 1361 of 1474

Use Categories. Mr. Simon indicated other services could include water, sewer, transportation, available shopping, and medical services for urban areas.

Proposed Zoning Plan Amendments:

Mr. Simon noted a correction to an erroneous citation under section 17.02.211, an addition to the definition of supportive and transitional housing being subject to the same standards as a one-family residence, Uses requiring a zoning permit, Multifamily Residential (R3) district, Maximum and Minimum Building Site densities and Development Plan requirements and Emergency shelters in CM districts. Mr. Simon also noted he would correct an incomplete section citation on page 65 of 74.

Commissioner Kerns asked if a milk cow would qualify as a similar sized animal under Permitted Uses in Section 10, 17.24.020, Page 21 of 74, B.1.a. Mr. Simon affirmed it would. Commissioner Chapin asked if there had been any additional input since the last public hearing of June 14, 2018. Mr. Simon and Ms. Hunter confirmed there wasn't. Chairman MacLean thanked Mr. Simon and Planning staff for the time put into the proposed General Plan and Zoning Plan Amendment.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Kerns/Chapin) and carried unanimously, the Planning Commission adopted a resolution recommending that the Board of Supervisors: a) find GPA 18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment) and 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA; b) adopt a resolution approving and adopting the amendments to the Shasta County General Plan pursuant to General Plan Amendment GPA 18-001; and c) introduce, waive the reading of and enact an ordinance amending the Zoning Plan pursuant to Zone Amendment Z17-003.

**NON-HEARING ITEMS:** None.

**CONSENT ITEMS:** None.

**ADJOURNMENT:** The Planning Commission adjourned at 2:34p.m.

**Submitted by:**

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**Jessica Cunningham-Pappas, Staff Services Analyst II**  
**Recording Secretary**

## MEMORANDUM

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

Environmental Health

Suite 201  
225-5787

Administration

Suite 200  
225-5789

Air Quality Management

Suite 101  
225-5674

Planning Division

Suite 103  
225-5532

Community Education Section

Suite 200  
225-5789

Building Division

Suite 102  
225-5761

TO: Tim MacLean, Chairman, and Planning Commissioners

FROM: Richard W. Simon, AICP, Director

DATE: June 8, 2018

SUBJECT: **R7** Planning Commission Public Hearing: GPA 18-001 and Z 17-003 Housing Related General Plan and Zoning Plan Text Amendments, and Zoning Plan Updates and Other Revisions

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Attached is a draft Planning Commission Resolution making findings and recommending that the Board of Supervisors adopt a resolution approving the General Plan text amendments pursuant to GPA18-001 and the Zoning Plan amendments pursuant to Z17-003. Also included are the Draft General Plan amendments and Zoning Plan ordinance incorporating revisions directed by the Commission during the two public workshops conducted in February and May. With regard to item R7, staff recommends that the Planning Commission take the following actions:

1. Conduct a public hearing.
2. Close the public hearing.
3. Adopt a resolution recommending that the Board of Supervisors: a) find GPA 18-001 and Z17-003 exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the adoption of the resolution and ordinance will not result in a physical change in the environment) and 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment): b) adopt a resolution approving GPA 18-001; and c) introduce, waive the reading of and enact the ordinance amending the Zoning Plan pursuant to Z17-003.

The draft General Plan amendments and the draft Zoning Plan ordinance with all proposed revisions are available on the Planning Division website at the following link. The documents are posted under "Update of General Plan Housing Element."

[https://www.co.shasta.ca.us/index/drm\\_index/planning\\_index.aspx](https://www.co.shasta.ca.us/index/drm_index/planning_index.aspx)

**RESOLUTION NO.**

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION  
RECOMMENDING THAT THE SHASTA COUNTY BOARD OF SUPERVISORS  
APPROVE GENERAL PLAN AMENDMENT GPA18-001 AND ZONING PLAN  
AMENDMENT Z17-003 (COUNTY OF SHASTA)**

WHEREAS, as part of the state housing law the legislature found, among other findings, that (1) the availability of housing is of vital statewide importance, (2) local governments, such as Shasta County, have the responsibility to facilitate the improvement and development of housing adequate to meet the needs of all economic segments of the community, (3) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels is essential to achieving the state's housing goals (Government Code section 65580); and

WHEREAS, the intent of the state's housing law, among others, is to (1) assure that the County recognizes its responsibility to contribute to attaining the state's housing goal, (2) assure that the County prepares and implements a local Housing Element as part of its General Plan, (3) recognize that the County is best capable of determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state (Government Code section 65581); and

WHEREAS, in accordance with Government Code section 65583.2(c)(3)(b) and the United States Census, Shasta County is considered a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the state. Default density being the density at which a site is deemed appropriate for development to accommodate lower income households; and

WHEREAS, the Shasta County General Plan "Community Development Group" and the Shasta County Zoning Plan currently allow residential development at a density up to sixteen units per acre in certain districts by right; and

WHEREAS, Program 8 of the most recently adopted Shasta County Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County, where water, sewer and other urban services are available, to fully accommodate the County's RHNA obligation for lower income households; and

WHEREAS, in order to fulfill its obligations to rezone land to the default density as described in adopted Program 8 of the 2009-2014 Housing Element, the County must amend the General Plan and Zoning Plan to allow residential development in appropriate areas of the County at a density of at least twenty units per acre.

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WHEREAS, revisions to the state's provisions related to, among others, density bonus, accessory dwelling units and reasonable accommodation require updates and revisions to the County's Zoning Plan to achieve and maintain compliance with state law; and

WHEREAS, in addition to housing-related revisions and revisions mandated by changes to state law, other revisions to the County Zoning Plan are warranted and appropriate to, among others, (1) maintain internal consistency, (2) provide policy and procedural clarification for some provisions of the Plan, and (3) reduce the permitting and review requirements for some uses within certain zone districts; and

WHEREAS, the Planning Commission held two duly noticed public workshops on February 8, 2018 and May 10, 2018 to consider the proposed General Plan and Zoning Plan revisions at which the Commission received a presentation from staff, invited written and oral comments and accepted all testimony from agencies, housing advocates and the public; and

WHEREAS, a duly noticed public hearing to consider GPA18-001 and Z17-003, was held before the Planning Commission on June 14, 2018, at which time the Commission received a presentation from staff and considered all written comments and all testimony from agencies, housing advocates and the public; and

WHEREAS, GPA18-001 consists of narrative updates and amendments to objectives and policies to achieve compliance with state housing law and the Shasta County Housing Element, including, but not limited to, reduction or elimination of constraints to the production of affordable housing, providing opportunity for development in certain areas of the County at densities consistent with the County's default density as assigned by the state, and encouragement to service providers to plan for and accommodate affordable housing units within their jurisdictions. These narrative updates and policy amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Z17-003 consists of updates and amendments to the County Zoning Plan including, but not limited to; compliance with the requirements for accessory dwelling units, provisions for emergency housing, provisions for transitional and supportive housing where and in the same manner as single-family housing is allowed by right, compliance with reasonable accommodation laws, and provisions to allow multifamily residential development at the County's assigned default density in areas where multifamily residential development is currently allowed by right and where services are or may become available. These updates and amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution and the ordinance will not result in a direct or indirect physical change in the environment). In addition, GPA18-001 and Z17-003 are exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

Resolution No.

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NOW, THEREFORE BE IT RESOLVED by the Shasta County Planning Commission:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Planning Commission makes the following findings with regard to General Plan Amendment GPA18-001 and Zoning Plan Amendment Z17-003:

A. State housing law, as codified in Government Code section 65580 et seq., requires that Shasta County assist in attaining the state's housing goal by, among other actions: (a) facilitating the improvement and development of housing adequate to meet the needs of all economic segments of the community, (b) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels, (c) preparing and implementing a local Housing Element as part of its General Plan, (d) determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state.

B. In accordance with Government Code 65583.2(c)(3)(b) and the United States Census, Shasta County is designated a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the state.

C. Program 8 of the 2009-2014 adopted Shasta County Housing Element committed the County to rezone enough land at the default density within the unincorporated area of the County, where water, sewer and other urban services are available, to fully accommodate the County's RHNA obligation for lower income households.

D. In order to fulfill its obligations to rezone land to the default density as described in adopted Program 8 of the 2009-2014 Housing Element, it is necessary for the County to amend the General Plan and Zoning Plan to allow residential development in appropriate areas of the County at a density of at least twenty units per acre.

E. Revisions to the state's provisions related to, among others, density bonus, accessory dwelling units and reasonable accommodation require updates and revisions to the County's Zoning Plan to achieve and maintain compliance with state law.

F. Other revisions to the County Zoning Plan are warranted and appropriate to, among other things, (1) maintain internal consistency, (2) provide policy and procedural clarification for some provisions of the Plan, and (3) reduce the permitting and review requirements for some uses within certain zone districts.

G. GPA18-001 consists of narrative updates and amendments to objectives and policies to achieve compliance with state housing law and the Shasta County Housing Element, including, but not limited to, reduction or elimination of constraints to the production of affordable housing, providing opportunity for development in certain areas of the County at densities consistent with the County's default density as assigned by the state, and encouragement to service



Resolution No.

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providers to plan for and accommodate affordable housing units within their jurisdictions. These narrative updates and policy amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Z17-003 consists of updates and amendments to the County Zoning Plan including, but not limited to; compliance with the requirements for accessory dwelling units, provisions for emergency housing, provisions for transitional and supportive housing where and in the same manner as single-family housing is allowed by right, compliance with reasonable accommodation laws, and provisions to allow multifamily residential development at the County's assigned default density in areas where multifamily residential development is currently allowed by right and where services are or may become available. These updates and amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment). In addition, GPA18-001 and Z17-003 are exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

H. The proposed amendments to the General Plan and Zoning Plan are consistent with the objectives and policies in the Community Development Group, Chapter 7.0 et seq., and with the other elements of the Shasta County General Plan.

3. The Planning Commission recommends that the Shasta County Board of Supervisors take the following actions with regard to GPA18-001 and Z17-003:

A. Conduct and public hearing.

B. Close the public hearing.

C. Find GPA18-001 and Z17-003 are not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment) and 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this General Plan Amendment and Zoning Plan Amendment are not subject to CEQA.

D. Adopt a resolution approving and adopting the amendments to the Shasta County General Plan pursuant to General Plan Amendment GPA18-001.

E. Introduce, waive the reading of and enact an ordinance amending the Shasta County Zoning Plan pursuant to Zone Amendment Z17-003.

Resolution No.

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DULY PASSED this 14th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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TIM MACLEAN, Chairman  
Planning Commission  
County of Shasta, State of California

ATTEST:

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RICHARD W. SIMON, Secretary  
Planning Commission  
County of Shasta, State of California

**PROPOSED HOUSING-RELATED GENERAL PLAN REVISIONS**

(Planning Commission Public Hearing June 14, 2018)

(Note: deletions of text appear as ~~strikeout~~ and new text appears as underline)

Chapter 7.1 "Community Organization and Development Pattern" of Division 7 "Community Development Group" is amended as follows:

Section 7.1.2 "Findings" of Section 7.1 "Community Organization and Development Pattern" is amended as follows:

**Amend 1st paragraph of "Future Demand for Developable Land" as follows:****Future Demand for Developable Land**

Population projections prepared for Shasta County as part of the original General Plan revision program in 1983 estimated a 2000 population of between 159,000 and 200,000 persons (actual Census 2000 population was 165,200), compared with a 1980 population of 115,715. The County's population as of July 1, ~~2003~~2017, was estimated by the Department of Finance at ~~175,500~~178,605. Population projections were also used in 1983 as the basis for projecting employment growth in the County. These employment projections are contained in Appendix A of the 1983 General Plan revision program. As previously discussed and shown in Table PRE-4 in Chapter 2, updating of the County's population forecast to year 2025 as prepared by the Department of Finance shows an estimated population of 246,500.

**Amend "General Plan Development Pattern" as follows:****General Plan Development Pattern**

The land use maps originally developed (and updated) as part of the General Plan are designed to accommodate a potential unincorporated County population of approximately 162,900 or nearly 2.5 times the total unincorporated population in 2002. Assuming the unincorporated area of the County continues to account for approximately 40 percent of the total County population, only 60 percent of this holding capacity would be exhausted by 2025 based on DOF population forecasts. This was accomplished by physically placing the acreage requirements of Table CO-2 onto County lands. In relating this Plan pattern to the existing development pattern in the SCR planning area, it was necessary to look beyond the 20-year planning period and its acreage requirements in order to lay out a coherent development plan. The General Plan development pattern will accommodate at least the growth anticipated during the planning period, and in fact more lands are designated for development than will actually be required during the 20-year planning period.

<b>TABLE CO-3</b>				
<b>DEVELOPABLE LAND SUPPLY BY PLANNING AREA (ACRES)</b>				
<b>PLANNING AREA</b>	<b>VERY HIGH</b>	<b>HIGH</b>	<b>MODERATE</b>	<b>LOW</b>
SCR	4,000	4,000	50,500	94,200

Northeast Shasta	600	1,400	9,200	227,300
Lassen	0	0	0	24,000
Big Bend	0	0	0	181,900
Eastern Forest	0	0	500	160,400
Northwestern Forest	0	0	0	99,400
Sacramento Canyon	0	0	800	118,200
French Gulch	0	0	1,800	54,800
Western Upland	0	0	8,100	165,200
Eastern Upland	0	0	13,900	238,100
Source: Sedway/Cooke 1981				

The original General Plan development pattern prepared in 1983 is quantitatively expressed in Tables 11 and 12 of the Population, Housing, and Employment projections in Appendix A. Table 11 shows the distribution of growth in population, new housing units, and acres of land required by these new units among the 10 planning areas. Table 12 shows the distribution of growth within each planning area. These tables categorized dwelling units according to the General Plan land use designations of Urban, Suburban, and Rural Residential, all of which relate to density and housing type as described in Tables CO-6 and CO-7. The following factors were used to convert dwelling units to acres of land:

- Urban - 4.5 dwellings/acre
- Rural Residential A - 1 dwelling/4 acres
- Suburban - 1.5 dwellings/acre
- Rural Residential B - 1 dwelling/10 acres

Note that urban level density of 4.5 dwellings/acre was used as the calculation for the 1983 General Plan growth analysis. However, this 4.5 dwellings/acre would be expected to increase due to increased density provisions in the General Plan Housing Element and Zoning Code amendments related to the state-mandated Regional Housing Needs Allocation. The proposed development pattern responds to growth on a County wide basis and includes both incorporated and unincorporated areas. A certain portion of the population growth projected for the SCR planning area for the period 2004-2025 will be accommodated or "in-filled" within the incorporated limits of Anderson, Shasta Lake, and Redding.

The General Plan development pattern as originally developed in 1983 and expressed in the various General Plan land use maps remains valid and was based on a projected population of approximately 242,500 in the entire County

by the year 2020. DOF projections now estimate that Shasta County's population by 2025 may be as much as 246,500. The growth Shasta County will actually experience in the future cannot accurately be predicted. Population projections and their accompanying acreage requirements for housing and employment has been and will be periodically revised in response to the area's demographic and economic dynamics. The Community Development Element, therefore, must contain policies requiring both the periodic review of these projections to compare them with actual growth results. Based on these reviews, revised projections, consistent with the objectives of the General Plan, should be prepared. Any periodic revision of population projections should provide for a supply of developable land capable of accommodating at least the growth anticipated for a subsequent 20-year period commencing with the date of each revision.

**Amend 10th paragraph of "Development Pattern, Service Provision, and Interjurisdictional Coordination" as follows:**

Where special districts can efficiently and feasibly provide community sewer and water service, increased densities may be considered or required for growth accommodation in those areas conducive to energy conservation, increased transit use, and a reduction of reliance on single-occupant vehicles. Such characteristics would include: (1) locating residential or mixed use development within reasonable walking distance of a transit route at densities sufficient to generate a level of ridership which in turn will support transit service. Residential development within the transit service area should be at an average density of at least seventy-eight dwelling units per gross-acre, but in some circumstances, where the County is required by the State to meet Regional Housing Needs Allocation, density can exceed 20 units per gross acre, and (2) connecting land uses, such as retail districts, major employment centers, educational centers, and medical facilities, that generate high traffic volumes. These options are discussed further in the Circulation and Air Quality Elements.

**Amend 1st paragraph of "Conversion of Residential Land Use Designations into Zoning Districts" as follows:**

**Conversion of Residential Land Use Designations into Zoning Districts**

The General Plan uses four residential land use designations - Urban (UR), Suburban (SR), Rural Residential A (RA), and Rural Residential B (RB). These designations relate to dwelling unit density as units per gross acre and are more completely described in Table CO-74. The maximum densities for these designations are:

- Urban - 2546 dwellings/acre
- Suburban - 36 dwellings/acre
- Rural Residential A - 1 dwelling/2 acres
- Rural Residential B - 1 dwelling/5 acres

"Gross acre" means development of land, including infrastructure such as public roads, public open space and in some instances non-residential development such as schools and shops.

**Amend "Conversion of Commercial and Industrial Land Use Designations into Zoning Districts" as follows:**

**Conversion of Urban, Suburban, Commercial and Industrial Land Use Designations into Zone Districts**

The General Plan provides for urban, suburban, single-commercial and industrial land use designations which are normally applied only in urban and town centers. These designations are designed to establish broad commercial and industrial land use categories, and accommodate higher density residential development, where services are available, in accordance with state-mandated regional housing needs allocation requirements, which will be converted into more specific zone districts. In addition, there is a Mixed Use (MU) designation that is applied to the commercial or light industrial areas in or near rural community centers that in some areas can also accommodate urban and suburban level, higher density residential development.

The Urban (U) and Suburban (SR) land use designations provide a wide range of commercial, industrial and residential uses. Commercial and industrial uses are treated later in this section. As applied to the land use

maps, the residential component of the Urban and Suburban land use designations require further refinement through zoning to determine the appropriate type of residential use and residential densities, based on available services. The one-family (R1), two-family (R2) and multiple family (R3) residential zones are most appropriate for these designations. In undeveloped or under developed areas adjoining city boundaries and within the city's sphere of influence, the interim residential (I-R) district may also be applied. In the Urban and Suburban designations, the density of residential development is indicated as a number of units per acre following the general plan designation or the corresponding zoning district, and is the minimum density for that site. For example, a designation of UR(12) or a zone district of R3(12) indicates a minimum residential density of 12 units per acre. Within Town Centers, where community water and sewer are available the general plan and zoning should promote densities between 8 and 25 units per acre to maximize the efficient use of limited land within public services districts.

The Commercial (C) land use designation provides for a range of commercial activities. When applied to the Plan's land use maps, this designation identifies the locations most suitable for commercial activities, but does not contain the level of detail needed to identify the range of commercial uses most appropriate for a specific location. Such specificity is provided by zoning and/or specific plans which will include a series of zone districts. Guidelines for seven commercial zone districts are outlined in Table CO-8. Some of these commercial districts may also be applied outside of the Plan's commercially designated areas as described in the table.

The Industrial (I) designation will operate similarly to the Commercial designation, although there may be only two or three industrial zone districts, as outlined in Table CO-9.

### **Amend "Planned Developments" as follows:**

#### **Planned Developments**

Planned and/or mixed use developments can provide a more unified and potentially more desirable and attractive development in an area. Such developments involve a combination of comprehensive site planning and architectural design that can often provide a mix of uses that could otherwise create land use conflicts between neighboring uses. A unified site design for a residential planned development may offer a variety of housing types, including clustered one-family housing, both attached and detached, two-family duplexes, townhouses and multiple-family housing with common open spaces. While planned developments are commonly used for urban and suburban residential projects, they may also be applied to other types of land uses such as commercial, industrial, and office parks. Planned development proposals which contain a mix of any or all of these uses should be encouraged. A planned and/or mixed use development shall be at a scale where high design standards along with other quality of life amenities can be provided.

The types of quality developments described above should offer a better lifestyle, shopping, and working environment to Shasta County residents. Because of this, the County should provide incentives for those wishing to provide projects that meet this criteria.

Section 7.1.3 "Objectives" of Section 7.1 "Community Organization and Development Pattern" is amended as follows:

### **Amend section 7.1.3 "Objectives" to read in its entirety as follows:**

#### **7.1.3 Objectives**

CO-1 To promote a development pattern consistent with the other objectives of the Plan, which that will accommodate, ~~consistent with the other objectives of the Plan,~~ the growth which will be experienced by Shasta County during the planning period (2005-2025), and/or such periods as may be extended by future revisions of the Plan.

CO-2 To guide development in a pattern that will provide opportunities for present and future County residents and families of all income levels to enjoy the variety of living environments which currently exist within the County, including:

- Incorporated communities served by the full range of urban services.
- Unincorporated communities served by most but not all urban services.
- Unincorporated rural communities provided with very limited or no urban services.
- Rural home sites located outside of community centers on relatively large lots or in clustered development accompanied by open space areas within the project provided that the clustering does not create an adverse impact on neighboring properties.

CO-3 To guide development in a pattern that will respect the natural resource values of County lands and their contributions to the County's economic base.

CO-4 To guide development in a pattern that will minimize land use conflicts between adjacent land users.

CO-5 To guide development in a pattern that will establish an acceptable balance between public facility and service costs and public revenues derived from new development.

CO-6 To fashion a development pattern whose implementation mechanisms such as zoning, subdivision, and other regulations, explicitly define a relationship between public and private expectations and responsibilities concerning land use that is based on the following principles:

- Public programs shall recognize both the expectations of individual property owners to be able to use their lands as they desire, and the responsibility of government to provide a regulatory climate ~~which that enables fulfilment of its obligations while does not impede~~ing reasonable private expectations.
- Property owners shall recognize public programs emphasizing that land be used in a responsible manner that ~~considers does not adversely affect either adjacent land uses, property owners, and the County's fiscal ability to provide services, or the community values of the citizens of Shasta County.~~
- ~~A workable relationship between public and private land use expectations must be achieved in order for each to be well served.~~
- Periodic review of the relationship between public and private land use expectations is necessary to reflect changing community values.

CO-7 To recognize that the major economic resources for achieving the development pattern will come from the private sector, rather than government, and that the General Plan, as the expression of community values, will guide the use of these resources.

CO-8 To contribute to the provision of an adequate, diverse supply of safe, healthy, and affordable housing in unincorporated areas of Shasta County for residents of all income levels and special needs.

CO-9 To satisfy the requirements of the Regional Housing Needs Allocation Plan for Shasta County.

CO-10 To maximize the efficient use of land adjoining incorporated Urban Centers and within unincorporated Town Centers and Rural Community Centers by promoting higher density development within these areas of the County.

**Amend section 7.1.4 "Policies" to read in its entirety as follows:**

#### **7.1.4 Policies**

CO-a The County shall, in coordination with the Cities of Anderson, Redding, and Shasta Lake ensure the availability within the County of an inventory of developable lands sufficient to accommodate growth projected for the planning period for all income levels.

CO-b The County shall monitor, on a yearly basis, the rate at which the developable land inventory is being consumed, the population and employment growth of the County, and other useful indicators of the County growth.



CO-c In 2010 and at least every five years thereafter (and as required by state law for housing element updates), as part of a comprehensive General Plan review, the County shall examine the results of the monitoring process for the previous period. By amendment of this Plan, appropriate adjustments shall be made in the inventory of developable land so that it will accommodate the growth projected for the subsequent 20-year period. The intent of this policy is that the developable land inventory shall never have less than a 15-year supply. Five-year adjustments in the developable land inventory may include either additions to, or subtractions from, this inventory, but the latter will occur only when new information reveals this land is ill-suited for development and it is replaced in the inventory by other developable lands. ~~Just as important, and to ensure internal consistency, this review will also include an assessment and update of all other Plan elements.~~

CO-d The normal procedure for adding lands to the inventory shall be by amendment of the Plan at five-year intervals. This policy shall not preclude any resident or property owner in Shasta County from requesting a General Plan amendment upon submission of the required application and payment of the prescribed fee, or any amendment initiated by the Planning Commission or Board of Supervisors.

CO-e The General Plan shall recognize four general types of living environments and shall distribute the developable land inventory among them so that future residents of the County have available the full range of lifestyle opportunities. These living environments are described in Table CO-6.

CO-f The General Plan shall contain residential, commercial, and industrial land use categories, each of which is described in the following tables and shall be implemented through more specific zone districts:

- Table CO-7 – Residential
- Table CO-8 - Commercial
- Table CO-9 - Industrial

CO-g The density limitations described in Table CO-7 do not ~~preclude development on apply to~~ pre-existing legal lots. Such lots would be permitted to develop at a density of at least one dwelling unit per lot, and up to the density assigned to the lot by the general plan or zoning, provided that the applicable County Development Standards are satisfied.

CO-h A land capability analysis demonstrating that criteria in the County Development Standards and the state-mandated Regional Housing Needs Allocation will be met shall be used to establish actual residential densities and parcel sizes for all development projects including lands proposed for General Plan or zone amendments which increases the residential density. The development standards should be periodically reviewed and revised to further refine the application of the land capability analysis concept.

CO-i The Rural Residential A (RA) designation shall be primarily applied to rural community centers ~~and around~~ urban and town center fringes in order to accommodate residential development. The RA designation around rural community centers shall be expanded at a rate consistent with policies CO-b, CO-c, and CO-d.

CO-j Areas designated Urban (UR) or Suburban (SR) in excess of 30 percent slope should not be developed, but the residential density of up to 3 ½ the dwelling units (d.u.) per acre assigned to the lot for areas designated UR and ~~1 d.u. per 2 acres for areas designated SR~~ may be credited to the developable portions of the property provided that other site capability criteria and applicable development standards can be met. In areas designated Rural Residential A (RA) or Rural Residential B (RB), lands in excess of 30 percent slope may be either developed at 1 d.u. per 10 acres for RA designated areas and 1 d.u. per ~~8040~~ acres for RB designated areas or an equivalent density credit may be additionally applied to the land that is less than 30 percent slope provided that other site capability criteria and applicable development standards can be met.

CO-k The minimum parcel size for lands located within the SR or UR land use designation shall be limited to five acres until one of the following conditions is met:

- The land will be included within a publicly-financed assessment district specifically designed to provide community water and sewage disposal services. Sewage services shall include collection, treatment, and disposal facilities and water service shall include treatment and distribution systems.
- The land, as a condition of development approval, will be provided with community water and sewage service from an existing municipal system, assessment district, or special district. The use of individual wastewater disposal systems or common wastewater disposal fields do not qualify for meeting the requirements of this policy.



~~Exception: On site individual wastewater and on site water wells may be used to create parcels as small as one acre in size, if the existing parcel consists of ten (10) or less acres; is located in an area entirely within the boundaries of an incorporated city; and provided the proposed parcels meet all applicable development standards for on site wastewater disposal and wells. This exception does not apply to parcels that consist of more than ten (10) acres at the time (date of adoption) this exception is adopted or to any parcels created by future subdivision of said parcels.~~

TABLE CO-6			
LIVING ENVIRONMENTS			
TYPE OF LIVING ENVIRONMENT	INCORPORATION STATUS	COMMUNITIES	SERVICES
Urban Center	Yes	Anderson Redding Shasta Lake	All Urban Services
Town Center	No	Cottonwood Palo Cedro Burney/Johnson Park Fall River Mills/McArthur	Most Urban Services
Rural Community Center	No	Sacramento Canyon  • Lakeshore • Lakehead • Castella/Sweetbriar • South Dunsmuir  Big Bend • Round Mountain • Montgomery Creek • Big Bend  Northeast Shasta • Cassel • Hat Creek Lassen • Old Station	May have community water, but typically on-site; in limited instances may have community wastewater treatment, but normally on-site.

		(North and South)  Eastern Forest <ul style="list-style-type: none"> <li>• Shingletown</li> <li>• Viola</li> </ul> Eastern Upland <ul style="list-style-type: none"> <li>• Millville</li> <li>• Oak Run</li> <li>• Whitmore</li> </ul> South Central Region <ul style="list-style-type: none"> <li>• Mountain Gate</li> <li>• Jones Valley</li> <li>• Bella Vista</li> <li>• Happy Valley</li> <li>• Centerville</li> <li>• Shasta/Keswick</li> </ul> Western Upland <ul style="list-style-type: none"> <li>• Igo</li> <li>• Ono</li> <li>• Platina</li> </ul> French Gulch <ul style="list-style-type: none"> <li>• French Gulch</li> </ul>	
Rural Homesite	No	Not Applicable	No Urban Services
Source: Sedway/Cooke			

TABLE CO-7

RESIDENTIAL LAND USE CATEGORIES AND DENSITY<sup>1</sup>

Land Use Category	Purpose	Maximum Residential Density
Urban	Provides living environments receiving full-range of urban services within an Urban or Town Center.	<del>2516</del> dwellings/acre <sup>2,3</sup>
Suburban	Provides living environments receiving most urban services, but characterized by lower population densities than urban residential category, and located within an Urban or Town Center.	<del>36</del> dwelling units/acre <sup>2,3</sup>
Rural Residential A	Provides living environments receiving no, or only some urban services, usually within or near a Rural Community Center.	1 dwelling/2 acres <sup>2,4,5,6</sup>
Rural Residential B	Provides living environments receiving no urban services and located in areas of the County characterized by one or more of the following conditions: <ul style="list-style-type: none"> <li>- severe limitations on septic tank use</li> <li>- uncertain long-term availability of water</li> <li>- proximity to lands categorized as timber, grazing, or croplands</li> <li>- remoteness from Urban, Town, and Rural Community Centers</li> <li>- extreme wildland fire hazard, and</li> <li>- inaccessibility via County maintained roads.</li> </ul>	1 dwelling/5 acres <sup>2,4,5,6</sup>
Existing Residential	May be applied to residential areas that legally existed before January 10, 1984, that do not fit the land use designation or density applied to surrounding properties as established by the General Plan. Legal preexisting uses that lie within the designation shall be allowed to continue for an indefinite period of time, but may not expand beyond the <del>intensity of</del> use that existed on January 10, 1984. Said uses may be replaced with same or less intense use. <u>Modification of existing uses shall be in conformance with the Existing Residential (ER) zone district.</u>	

TABLE CO-7

RESIDENTIAL LAND USE CATEGORIES AND DENSITY<sup>1</sup>

Land Use Category	Purpose	Maximum Residential Density
<b>Notes:</b> <sup>1</sup> Densities based on approximately 2.7 persons per household. <sup>2</sup> Variable lot size/density averaging permitted. <u>In urban and suburban designations, the minimum density shall be shown as a number following the designation in the general plan or the zoning.</u> <sup>3</sup> Maximum density may be exceeded <del>by up to 25 percent</del> based on <del>Objective Policies CO-1, Policies CO-o, or H-d, and the County's density bonus provisions. These policies may be used individually or in combination to achieve the 25 percent density bonus.</del> <sup>4</sup> Density and parcel size to be determined by land capability analysis and meeting adopted development standards. <sup>5</sup> "Urban services" as used in the description of living environments <del>are those areas which are served by</del> <u>include</u> community water systems, community sewer systems, <del>and in</del> proximity to <del>services such as</del> schools, fire stations, sheriff's services, <u>public transit</u> and commercial or industrial areas. <sup>6</sup> Residential clustering required in portions of the Day Bench area.		

TABLE CO-8

## COMMERCIAL LAND USE CATEGORIES

(To be Determined by Zoning)

Commercial Category	Description	Locational Requirements
Local Convenience Center	Provides a limited selection of convenience goods within walking distance or brief driving distance of residents. Primary tenant is usually a small food market -which might be supplemented by a gas station, laundromat, or other small establishments providing services to residents in the immediate area.	Should be along residential collector streets. Should have a support market area population of 1,000 to 3,500 persons and be located on one to five acres. May be located in areas designated by the General Plan Land Use Map as C, UR, SR, or RA.
Retail Commercial	Provides a wide range of facilities for the sale of goods and provision of personal services. It generally is applied to either the commercial portions of town centers or to other shopping centers. When applied to shopping centers, the uses are generally conducted within a building and may range in size from neighborhood centers which may have a	Should be along an arterial or collector street. Shopping centers should be located on sites starting in size from five acres and upward

TABLE CO-8

**COMMERCIAL LAND USE CATEGORIES****(To be Determined by Zoning)**

<b>Commercial Category</b>	<b>Description</b>	<b>Locational Requirements</b>
	supermarket as the principal tenant, to a community center which may also include a drug, variety or department store as a principal tenant. When applied to commercial areas of town centers or other existing retail places with similar types of activities, the uses may be broadened to include retail uses conducted outdoors, such as auto and boat sales.	depending on the type of center and the anchor-tenant. Designated on the General Plan Land Use Map as Commercial (C).
Commercial/ Light Industrial	Provides for a wide range of goods and services needed by residents and business firms which are inappropriate in other commercial centers due to size or operating characteristics or are not economically feasible in such centers. Uses include sale of construction and building materials, construction equipment, restaurant supplies, autos and trucks. Some light industrial uses may also be permitted including ministorage, vehicular repair, construction yards, truck terminals, and when found compatible with surrounding uses, fabrication of wood, metal or other materials. This designation is not intended for typical retail sales found in shopping centers, such as food markets, drug stores, etc.	Should be along arterials or collectors or in conjunction with a business or industrial park. Designated on the General Plan Land Use Map as Commercial (C) or Industrial (I).
Office  Commercial or Business Park	Provides office space for firms featuring administrative, professional, or financial services. May also include other firms providing computer, reproduction, laboratory testing, and similar services whose operation and scale are compatible with the primary office uses. Small scale retail uses, primarily for use by employees of the area, may also be included.	Should be along an arterial or collector. Designated on the General Plan Land Use Map as Commercial (C).
Highway  Commercial	Provides for the needs of recreation and business visitors. Accommodations of lodging, restaurants, gas stations, and automotive and truck service, food supplies, and recreation supplies and equipment, and may also include recreation facilities and small retail shops which primarily serve visitors needs.	Along access roads to I-5, fronting on State highways or along arterials providing access to major recreation designations. May be permitted in any land use designation. In cases where a highway commercial use is proposed in a resource area, it may be permitted if the surrounding resource uses will not be adversely impacted.
Commercial  Recreational	Provides opportunities for the development of privately owned lands characterized by the natural environment for the purpose of providing commercial recreation activities that utilize and provide for the enjoyment of the natural environment. Examples of commercial recreation activities include campgrounds, fishing and hunting clubs, dude ranches, boating facilities, and recreational vehicle parks. Other uses such as a restaurant or small food market may be	Designated on General Plan Land Use maps as R, or in an area in which the project fits harmoniously with the natural features, regardless of the land use designation.

TABLE CO-8

## COMMERCIAL LAND USE CATEGORIES

(To be Determined by Zoning)

Commercial Category	Description	Locational Requirements
	permitted when accessory to, supportive of, and compatible with the recreation activity.	
Mixed Use	<p>This category recognizes that in <del>a rural setting</del> <u>town centers and rural community centers</u>, the strict segregation of different land use types <del>which is typically found in urban environments</del> is neither necessary nor practical. At this scale, conflicts which may result from the intermixing of land uses may be addressed by County zoning and development standards relating to screening setbacks and architectural design.</p> <p>This designation, which may permit a mix of <u>residential, commercial and light industrial</u> uses, is assigned to <u>town centers and</u> rural community centers, or may be assigned to locations outside of rural community centers if commercial or light industrial uses existed within the area to be designated MU before January 10, 1984.</p> <p><u>Residential uses may be permitted at a density of commensurate with the most applicable general plan land use designation for the site based on services available. For instance, in a rural community center with a community water system, and an onsite wastewater treatment system one dwelling per acre would be appropriate; if outside a rural community center with individual well and onsite wastewater treatment system, where the rural residential A (RA) designation would be applied, a density of one dwelling per two acres would be appropriate; if within a town center with both public water and sewer, where the urban or suburban designation would apply, residential density up to 25 units per acre may be considered. one dwelling per acre if the site is within a rural community center, and one dwelling per two acres if not within a rural community center.</u> Commercial uses that may be permitted include local and tourist oriented retail uses, and professional offices. These would provide a wide range of goods and services to residents, businesses, and travelers including small scale establishments providing convenience goods such as food and drugs, materials and repair services needed by agricultural and forestry related business, and travel accommodations for travelers. This designation may also provide for small to moderate sized light industrial uses that will not cause odors, noise, visual, or other adverse impacts. Uses may be <del>mixed combined</del> <u>on a single property. The single property need not meet the size requirements for each use if yes, but the subject property must be it is</u> large enough to accommodate both uses and meet <u>all</u></p>	Designated on the General Plan Land Use Map as Mixed Use (MU).

TABLE CO-8

## COMMERCIAL LAND USE CATEGORIES

(To be Determined by Zoning)

Commercial Category	Description	Locational Requirements
	<del>other the associated</del> applicable development standards <del>(i.e. two acres for a residence and commercial in a rural community center, or four acres for a residence and commercial outside of a rural community center).</del> Exceptions may be allowed as set forth in the Zoning Plan.	

<b>TABLE CO-9</b> <b>INDUSTRIAL LAND USE CATEGORIES AND POLICIES</b> <b>(To be Determined by Zoning)</b>		
<b>Industrial Category</b>	<b>Description of Uses</b>	<b>Location Requirements</b>
General Industrial	Provides for the intermixing of industrial uses with varying degrees of impacts, scales of operation, and service requirements (including rail access). Permits the inclusion of non-industrial uses providing materials and services primarily used by industrial uses. Other non-industrial uses may be permitted on an interim basis with conditions providing for reversion to industrial uses.	Should be located along a freeway, highway or arterial. Designated on the General Plan Land Use Map as Industrial (I).
Light Industrial	Provides for the planned development of industrial parks or districts occupied by uses characterized by low or moderate impacts, varying scales of operations, and similar service requirements.	Located within an urban or town center or near a freeway, highway, or arterial. Designated on the General Plan Land Use Map as Industrial (I).

CO-l ~~If a~~For qualifying residential ~~planned developments is proposed in a UR or SR designated area,~~ a density bonus may be provided in accordance with California Government Code, Section 65915 and the County Zoning Plan, of up to 25 percent over that allowed by the General Plan designation may be awarded, based on design and environmental amenities which are demonstrated to exceed established development standards, and provided that when combined with other density bonuses, the overall density bonus does not exceed 25 percent.

CO-m Proposed land divisions that lie in two or more General Plan land use designations that allow residential development may be permitted to create smaller parcels (including clustering), than indicated by the density of any of the land use designations provided that:

- The maximum total number of residential units does not exceed the combined total allowed by each designation, and
- If the area is designated as a resource area, the resource is protected or enhanced.

~~• If developed to the maximum allowable combined density, further residential development for the property will be forfeited unless additional density is permitted by a General Plan amendment.~~

CO-n Where existing parcels of land are located in areas that permit residential development and contain two or more detached legally constructed or installed residences or mobile or manufactured homes, residential land divisions may be allowed to exceed the General Plan land use density provided that:



- All such residences or mobile or manufactured homes were constructed or installed before January 10, 1984, and must meet the current minimum housing code requirements as set forth in the Health and Safety Code; and
- Each newly-created parcel is occupied by at least one of these residences, and
- Each newly created parcel meets applicable County development standards in effect when the land division application is deemed complete~~approved~~.

CO-o ~~The County shall not approve any major development project that is determined to have the potential to create an unmitigated and significant net reduction to the overall existing level of Shasta County services as a result of project-induced negative cost-revenue imbalances. The County shall require a fiscal impact analysis~~ For any development project requiring discretionary approval that is determined to have the potential to reduce overall services or create a negative cost-revenue imbalance, the County may require a fiscal impact analysis to be prepared or financed by the project proponent prior to or concurrently with the, prepared and/or financed by the project proponent, as part of a project's environmental assessment to determine its cumulative and long-term fiscal impacts on County-provided public services. ~~As part of a project's environmental assessment, the County shall require a fiscal impact analysis of major residential development projects whenever there are unanswered questions regarding cumulative and long term impacts on public services and/or the potential for project-induced financial shortfalls to adversely impact the environment.~~

The County, at its discretion, may also develop and/or utilize a fiscal impact system to determine the impact of a project requiring discretionary approval on related public service costs. ~~In either case, p~~ Projects determined to have a negative cost-revenue impact on the provision of public services must may be required to provide acceptable -offsets for those negative fiscal impacts before the project can be approved.

CO-p Areas designated Urban Residential (UR) or Suburban Residential (SR) shall be located within the adopted sphere of influence of a city or the special district(s) that serve town centers. The County shall adopt urban development standards for UR and SR areas.

CO-q All discretionary development applications within the adopted sphere of influence of a city or special district ~~shall be referred to the city or special district for review and comments as to the effect the proposal may have on future orderly urbanization and/or the provision of public services.~~

CO-r The County should develop specific plans or area plans for the Burney, Cottonwood, and Palo Cedro areas. The County should also develop a specific plan for the Churn Creek Bottom area with emphasis on maintaining and preserving a variety of long-range agricultural options for the area.

CO-s The County should develop area land use plans for major recreation and resource areas, such as the Hat Creek Valley between State Highway 299 and Lassen Park and the Sacramento River Canyon from Shasta Lake north to the Siskiyou County line. The intent of such plans will be to recognize the significant natural resource setting from recreation, resource, and economic perspectives.

CO-t Infill development is encouraged for those areas served by community water and sewer service to maintain and improve air quality, conserve energy, ~~and~~ maximize use of the transportation network and other existing infrastructure, and to fulfil the County's housing obligations under state housing law and local policies.

CO-u Commercial development in the Churn Creek Bottom area shall be strictly limited to the I-5 interchange/Knighton Road intersection.

CO-v The average density for lands designated RA within the Centerville Community Services District shall not exceed one residence per three acres.

CO-w The County shall determine appropriate commercial/industrial building intensity through the use of building setbacks, floor areas, heights, and parking/loading requirements as well as related site/building design standards.

CO-x The County will identify and maintain an adequate supply of developable land in each residential land use designation and zoning category for both single-family and multiple-family units (including manufactured housing and mobile homes) to accommodate projected population increases and off-set very low residential vacancy rates, with emphasis on potential development areas within or reasonably close to employment and/or service centers, where existing infrastructure capacity exists or can be feasibly provided. Any proposal for a new town or major residential or mixed use development shall require the development of a specific plan financed by the project proponent. Approval of the specific plan by Shasta County will be required before the project can be initiated or developed.

CO-y The County will seek to provide suitable areas in which to develop and maintain all types of housing consistent with public health and safety standards and which conserve natural resources without significantly increasing the cost of housing.

CO-z The County will accommodate affordable housing projects in areas where public and private services are adequate or can be cost-effectively extended to serve allocated densities and the development is consistent with adopted General Plan policies and County development standards.

## SECTION 2.

Chapter 7.5 "Public Facilities" of Division 7 "Community Development Group" is amended as follows:

### **Amend section 7.5.3 "Objectives" to read in its entirety as follows:**

#### 7.5.3 Objectives

PF-1 Development of a comprehensive, long-term plan for wastewater treatment within the County, coordinated with community development objectives and designed to provide this service in a manner making the most effective use of public resources.

PF-2 Achievement of an improved understanding of the opportunities and constraints governing the use of on-site wastewater treatment systems, both conventional and alternative, in Shasta County.

PF-3 Develop the Shasta County solid waste program in accordance with the adopted management plans.

PF-4 Development of a land use pattern which can be adequately served with community facilities such as schools, libraries, and community recreation.

PF-5 Encourage wastewater treatment and public water agencies to plan for, prioritize and reserve future water capacity for affordable and special needs households in accordance with the County's Regional Housing Needs Allocation (RHNA) obligations.

### **Amend section 7.5.4 "Policies" to read in its entirety as follows:**

#### 7.5.4 Policies

PF-a Shasta County shall take appropriate actions for achieving objective PF-4. Every opportunity for interjurisdictional and interagency cooperation in other areas shall be encouraged to this end.

- PF-b Shasta County shall permit experimentation with "alternative" wastewater treatment technologies on a limited and carefully controlled basis, including advance provision establishing what public or private entity will be responsible in the event of failure, to determine which systems are feasible.
- PF-c Shasta County shall take actions required to implement plans for the management of its solid waste stream.
- PF-d Shasta County may require the dedication of parklands or the payment of in-lieu fees in accordance with County development standards in the areas of the County designated for urban/suburban development by the Community Development Element. Dedication shall be required only if the lands and fees so obtained will be maintained and administered by a local public agency which provides community recreation services.
- PF-e The locations of existing and proposed large-scale community recreation facilities shall be designated on General Plan maps as Natural Resources Protection Parklands (N-P).
- PF-f Pursuant to California Government Code Section 65589.7, the County shall encourage wastewater treatment and public water agencies to plan for, prioritize and reserve future water capacity to serve affordable and special needs households in accordance with the County's Regional Housing Needs Allocation (RHNA) obligations as determined at the beginning of each Housing Element Update Cycle.

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**DRAFT**

(NOTE: proposed deletions appear as ~~strikeout~~ and additions as underline)

**ORDINANCE NO. SCC 2018-\_\_\_\_\_**  
**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF**  
**THE COUNTY OF SHASTA AMENDING THE SHASTA COUNTY CODE**  
**TITLE 17 ZONING PLAN**

The Board of Supervisors of the County of Shasta ordains as follows:

**SECTION 1**

Article II Definitions, of Chapter 17.02 General Provisions, is amended as follows:

**Amend section 17.02.055 "Agriculture" to read in its entirety as follows:**

17.02.055 Agriculture. "Agriculture" ~~shall means the cultivation of land and raising of plants and animals and shall include: be defined to include the following:~~ shall means the cultivation of land and raising of plants and animals and shall include:

- A. The preparation and tilling of the soil conducive to horticulture, silviculture and viticulture activities including, but not limited to, the growing and harvesting of shrubs, plants, flowers, trees, vines, fruits, vegetables, hay, grain and similar food, feed and fiber crops. Agriculture shall include row; field; tree and nursery crops; ~~timber~~; cultivation of open fields or greenhouse crops of ornamental and nursery plant materials for wholesale or retail sales; but does not include retail nurseries.
- B. The raising and breeding of livestock, farming, dairying, beekeeping and other animal husbandry activities customarily incidental to these uses.
- C. Mushroom farming and aquaculture.
- D. Incidental cleaning, grading, packing, polishing, sizing and similar preparation of crops which are grown on the premises, but not including agricultural processing.
- E. Temporary or seasonal sales and promotion, incidental storage of crops which are grown, or animals which are raised on the property.
- F. Agriculture service uses such as and similar to fertilizing, spraying and harvesting which are designed to aid and directly support the primary agricultural uses on the property.
- G. Agriculture shall not include agricultural processing.

**Add section 17.02.056 "Agricultural worker housing" to read in its entirety as follows:**

17.02.056. Agricultural worker housing. (See "Employee housing").

**Amend section 17.02.085 "Bed and breakfast guest facility" to read in its entirety as follows:**

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17.02.085 Bed and breakfast guest facility. "Bed and breakfast facility" means an owner-occupied one-family residence that provides up to four guest rooms, without individual kitchen facilities, for short term temporary sleeping accommodations for overnight guests. Such use may include meal service limited to the overnight guests (see section 17.88.225).

**Amend section 17.02.495 "Roominghouse" and renumber and replace with 17.02.090 "Boardinghouse" to read in its entirety as follows:**

17.02.090 Boarding house. ~~"Roominghouse" or "b~~Boarding house" means a building, ~~other than a hotel,~~ where ~~permanent~~long term lodging and/or meals for ~~one~~four or more persons living independently from each other are provided for compensation. Boarding house may include "rooming house" or "shared living house," but does not include a "residential care facility."

**Amend section 17.02.105 "Building, agricultural" to read in its entirety as follows:**

17.02.105 - Building, agricultural accessory. "Agricultural accessory building" means a detached structure accessory to a full-time or part-time agricultural operation, designed and constructed to house farm implements or supplies, hay, grain, poultry, livestock, or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, packaged or sold; nor shall it be a place frequented by the public. "Agricultural accessory building" does not include any structure which is used primarily for the storage of nonagricultural items.

**Amend section 17.02.125 "Building, residential accessory" to read in its entirety as follows:**

17.02.125 Building, residential accessory. "Residential accessory building" means a detached building subordinate to and located on the same building site as a residence, the use of which is incidental to that of the residential use including, but not limited to: private garages, carports, covered awnings, greenhouses, and private storage buildings. Residential accessory building includes the terms "residential accessory structure" and "accessory structure," but does not include a family care residence, guest house, or any other building permitted and approved for human occupancy, or to agricultural accessory buildings as defined in section 17.02.105 and allowed in section 17.88.060. ~~any building designed or used for human habitation.~~

**Add section 17.02.153 "Convalescent hospital" to read in its entirety as follows:**

17.02.153 Convalescent hospital. "Convalescent hospital" means any place, structure, or institution providing skilled nursing and allied professional health care, or for chronic or convalescent care for persons exclusive of relatives, in which nursing, dietary or other personal services are rendered to convalescents, disabled, or aged persons, who, by reason of advanced age, chronic illness, or physical infirmity are unable to properly care for themselves, but not including persons suffering from contagious or mental diseases, alcoholism, or drug addiction, and in which surgery is not performed and primary treatment, customarily given in medical hospitals or sanitariums, is not provided. Convalescent hospital includes "nursing home" but does not include "rest home," "hospital," or "residential care facility."

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**Delete sections 17.02.165 "Day care center," 17.02.170 "Day care home large," 17.02.175 "Day care home small," 17.02.290 "Large day care home," 17.02.560 "Small day care home" and replace with 17.02.165 "Day care facility" to read in its entirety as follows:**

17.02.165 Day care facility. "Day care facility" means a facility that provides non-medical care and supervision of adults or minor children for periods of less than 24 hours. Day care facilities include the following, all of which are required to be licensed by the California State Department of Social Services:

- A. Day care center. "Day care center" means Commercial or non-profit day care facilities other than a large family day care home or small family day care home, designed and approved to accommodate 15 or more children or adults. Includes infant centers, preschools, sick-child centers, and school-age child, and adult day care facilities. These may be operated in conjunction with a school or church facility, or as an independent land use.
- B. Large family day care home. "Large family day care home" has the meaning set forth in Health and Safety Code Section 1596.78 as it may be amended from time to time. Currently, Health and Safety Code Section 1596.78 provides that a "Large family day care home" is a home that regularly provides care, protection and supervision in the provider's own home, for periods of less than 24 hours per day, for seven to 14 children, inclusive, including children under the age of 10 years who reside in the home, while the parents or guardians are away. A "Large family day care home" may be a day care facility for adults rather than children.
- C. Small family day care home. A "Small family day care home" has the meaning set forth in Health and Safety Code Section 1596.78, as it may be amended from time to time. Currently, Health and Safety Code Section 1596.78 provides that a "Small family day care home" is a home that regularly provides care, protection and supervision in the provider's own home, for periods of less than 24 hours per day, for eight or fewer children, inclusive, including children under the age of 10 years who reside in the home, while the parents or guardians are away. A "Small family day care home" may be a day care facility for adults rather than children.

**Amend section 17.02.178 "Density" to read in its entirety as follows:**

17.02.178 Density. "Density" means the total number of dwelling units permitted per acre of land and shall include gross density and net density as further defined below.

- A. Gross density means the number of dwelling units permitted per acre of land, based on gross acreage. (See section 17.02.045)
- B. Net density means the number of dwelling units permitted per acre of land, based on net acreage. (See section 17.02.050)

**Add section 17.02.179 "Density bonus" to read in its entirety as follows:**

17.02.179 - Density bonus. "Density bonus" means a density increase over the otherwise maximum permitted gross residential density under the land use element of the general plan in accordance with Government Code Sections 65915 – 65918 as they may be amended from time to time.

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**Add sections 17.02.181 "Department" and 17.02.183 "Director" to read in their entirety as follows:**

17.02.181 – Department. "Department" means the Shasta County Resource Management Department, unless otherwise indicated.

17.02.183 – Director. "Director" means the Director of the Shasta County Resource Management Department or designee, unless otherwise indicated.

**Renumber section 17.02.180 "Designated floodway – Regulatory floodway," and section 17.02.185 "Dog kennel" as follows:**

17.02.~~180~~185 Designated floodway – Regulatory floodway

17.02.~~185~~188 Dog kennel

**Amend and renumber section 17.02.183 "Development" to read in its entirety as follows:**

17.02.~~183~~186 Development. "Development," ~~for floodplain management purposes,~~ means any ~~man-made~~human-caused change to improved or unimproved real estate, ~~that requires a permit or approval from any federal, state or local agency,~~ including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

**Add section 17.02.192 "Dwelling, accessory" to read in its entirety as follows:**

17.02.192 – Dwelling, accessory. "Accessory dwelling" means an attached or detached residential dwelling unit which provides independent living facilities for one or more persons on the same parcel on which the one-family residence is situated. An accessory dwelling shall include permanent living, sleeping, eating, cooking, and sanitation facilities. Accessory dwelling shall include the term "accessory dwelling unit" in accordance with Government Code Section 65852.2. (See section 17.88.132).

**Amend section 17.02.205 "Dwelling unit" to read in its entirety as follows:**

17.02.205 Dwelling unit. "Dwelling unit" means one habitable room or group of internally connected or more habitable rooms, ~~designed to be occupied by one family, with facilities for living, sleeping, cooking, eating and sanitation that have permanent sleeping, cooking, eating and sanitation facilities which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Dwelling unit includes a manufactured or mobile home whether or not installed on a permanent foundation.~~

**Add section 17.02.211 "Emergency shelter" to read in its entirety as follows:**

17.02.211 Emergency shelter. "Emergency shelter" has the meaning set forth in Government Code section 50801(e) as that section may be amended from time to time. Currently Government Code section 50801(e) provides that Emergency shelter means housing with minimal supportive services for



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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.

**Renumber sections 17.02.212 "Encroachment" and 17.02.213 "Exploration work for minerals" as follows:**

17.02.~~212~~213 Encroachment.

17.02.~~213~~214 Exploration work for minerals.

**Replace section 17.02.212 "Encroachment" with section 17.02.212 "Employee housing" to read in its entirety as follows:**

17.02.212 – Employee housing. "Employee housing" has the meaning set forth in Health and Safety Code section 17008 as that section may be amended from time to time. Employee housing shall be subject to the provisions of Health and Safety Code section sections 17021.5 and 17021.6 as those sections may be amended from time to time.

**Amend section 17.02.215 "Family" to read in its entirety as follows:**

17.02.215 Family. "Family" means one or more persons occupying a dwelling and living together as a single housekeeping unit in which each resident has access to all parts of the dwelling and there is a sharing of household activities, expenses, experiences and responsibilities. premises and living as a single nonprofit housekeeping unit, as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use. "Family" does not include a fraternal, religious, social or business group. "Family" shall be deemed to include domestic servants employed by a family.

**Delete section 17.02.220 "Farm labor quarters" in its entirety.**

**Replace section 17.02.290 "Large day care home" with 17.02.290 "Living space" to read in its entirety as follows:**

17.02.290 Living space. "Living space" means the improved interior 'habitable' area within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes.

**Amend section 17.02.355 "Manufactured home" to read in its entirety as follows:**

17.02.355 Manufactured home. "Manufactured home" has the meaning set forth in Health and Safety Code section 18007 as that section may be amended from time to time. Currently, Health and Safety Code section 18007 provides that "Manufactured home" means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" includes any structure that



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~~meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following), transportable in one or more sections, designed and equipped to contain and be used as a dwelling unit, containing more than three hundred twenty square feet of floor space, which is placed on a permanent perimeter foundation.~~ If not placed on a permanent foundation the manufactured home is defined as a mobile home as set forth in Section 17.02.365.

**Amend section 17.02.365 "Mobile home" to read in its entirety as follows:**

17.02.365 - Mobile home. "Mobile home" has the meaning set forth in Health and Safety Code section 18008 as that section may be amended from time to time. Currently, Health and Safety Code section 18008 provides that a "Mobile home" means a structure that was constructed prior to June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected onsite, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Mobile home" includes any structure that meets all the requirements of this paragraph and complies with the state standards for mobile homes in effect at the time of construction. "Mobile home" does not include a commercial modular, as defined in Section 18001.8, factory-built housing, as defined in Section 19971, a manufactured home, as defined in Section 18007, a multifamily manufactured home, as defined in Section 18008.7, or a recreational vehicle, as defined in Section 18010.

~~, transportable in one or more sections, designed and equipped to contain a dwelling unit, to be used without a permanent foundation, and containing more than three hundred twenty square feet of floor space and the mobile home is either certified under the National Mobile Home Construction and Safety Act of 1974 (42 U.S.C. Section 85401 et seq.) or the mobile home complies with all adopted safety criteria established for mobile homes constructed before the effective date of the 1974 Mobile Home Construction and Safety Act. "Mobile home" does not include any automobile, trailer, camp trailer, camper, house car, motor vehicle, recreational vehicle or other vehicle defined in the California Vehicle Code, or any factory-built housing as defined in the California Health and Safety Code.~~

**Delete section 17.02.370 "Mobile home, duplex" in its entirety:**

~~17.02.370 Mobile home, duplex. "Duplex mobile home" means a mobile home designed and equipped to contain two dwelling units.~~

**Amend section 17.02.375 "Mobile home park" to read in its entirety as follows:**

17.02.375 - Mobile or manufactured home park. "Mobile or manufactured home park" ~~or "manufactured home park"~~ means any area or tract of land where three (3) or more mobile home or manufactured home lots are rented or leased or held out for rent or lease to accommodate mobile homes and/or manufactured homes used for human habitation. As used in this Title any reference to a mobile home park shall also include a manufactured home park. ~~five or more mobile home spaces are rented or leased or offered for rent or lease.~~

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**Add section 17.02.377 "Multifamily manufactured home" to read in its entirety as follows:**

17.02.377 Manufactured home, multifamily. "Multifamily manufactured home" has the meaning set forth in Health and Safety Code section 18008.7 as that section may be amended from time to time. Currently, Health and Safety code section 18008.7 provides that a "Multifamily manufactured home" means either (1) A structure transportable under permit in one or more sections, designed and equipped to contain not more than two dwelling units, a dormitory, or an efficiency unit, to be used either with a support system pursuant to Section 18613 or a foundation system pursuant to subdivision (a) of Section 18551, or (2) A structure transportable under permit in one or more sections, designed to be used with a foundation system for three or more dwelling units, as defined by Section 18003.3.

**Renumber section 17.02.441 "Regulatory floodway" and section 17.02.442 "Residence, family care" as follows:**

17.02.44~~12~~ Regulatory floodway.

17.02.44~~23~~ Residence, family care.

**Add section 17.02.441 "Regional Housing Needs Allocation" to read in its entirety as follows:**

17.02.441 Regional Housing Needs Allocation. "Regional Housing Needs Allocation" means a state-mandated program that identifies the total number of housing units, by family income categories, that all local governments must accommodate during periodic General Plan Housing Element update cycles in accordance with Government Code section 65584 and following as may be amended from time to time.

**Amend section 17.02.445 "Residence, multifamily" to read in its entirety as follows:**

17.02.445 - Residence, multifamily. "Multifamily residence" means a building ~~or buildings~~ containing three or more independent dwelling units under one roof~~dwelling units, including a multifamily manufactured home. such as an apartment house, apartment hotel or flat.~~

**Amend section 17.02.450 "Residence, one-family" to read in its entirety as follows:**

17.02.450 - Residence, one-family. "One-family residence" means a detached building containing a single dwelling unit, including a manufactured home or mobile home where a mobile home is allowed. ~~One family residence also includes the term "single-family residence."certified under the National Mobile Home Construction and Safety Act of 1974 that complies with all provisions of this code and the county development standards applicable to mobile homes installed on foundation systems and that would be defined as a mobile home if not installed on a foundation system.~~

**Delete section 17.02.455 "Residence, senior citizen." In its entirety.**

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**Amend section 17.02.460 "Residence, two-family" to read in its entirety as follows:**

17.02.460 - Residence, two-family. "Two-family residence" means a building containing two independent dwelling units under one roof (e.g., a duplex or two attached one-family residences), including a ~~duplex mobile~~two-unit multifamily manufactured home, certified under the National Mobile Home Construction and Safety Act of 1974 that complies with all provisions of this code and county development standards applicable to mobile homes installed on foundation systems, and that would be defined as a mobile home if not installed on a foundation system.

**Amend section 17.02.465 "Residential care facility" to read in its entirety as follows:**

17.02.465 - Residential care facility. "Residential care facility" means a facility which is ~~state-~~licensed by a federal, state or local health or welfare agency that provides resident services on a 24-hours per day basis, to unrelated persons in need of personal assistance essential for sustaining the activities of daily living, or for the protection of the individual, in a residential setting, excluding members of the resident family or persons employed as facility staff. Residential care facility differs from a "convalescent hospital" in that it is expected to provide comfort, safety, social participation, and the maintenance of health and activity, but does not provide skilled nursing care.  
~~or county-licensed or certified by a state-licensed child placement agency that provides non-institutional and nonmedical care for six or fewer children or adults.~~

**Amend section 17.02.470 "Residential facility for the elderly" to read in its entirety as follows:**

17.02.470 - Residential care facility for the elderly. "Residential care facility for the elderly" has the meaning set forth in Health and Safety Code section 1569.2 as that section may be amended from time to time. Currently, Health and Safety Code section 1569.2 provides that "Residential care facility for the elderly" means a housing arrangement chosen voluntarily by persons 60 years of age or over, or their authorized representative, where varying levels and intensities of care and supervision, protective supervision, personal care, or health-related services are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Persons under 60 years of age with compatible needs may be allowed to be admitted or retained in a residential care facility for the elderly as specified in Section 1569.316. a facility for residents that are sixty years of age or older or are handicapped. Care may include laundry, dietary and nursing services provided nursing services are available no more than eight hours in a twenty-four hour period. General plan residential densities shall apply.

**Replace section 17.02.510 "Servant's quarters" with 17.02.510 "Second residence" to read in its entirety as follows:**

17.02.510 – Second residence. "Second residence" means a separate, detached one-family dwelling containing independent living, sleeping, kitchen, and sanitation facilities, located on the same lot as the main dwelling unit and with no specific limitation on size. A second residence, also referred to as second one-family dwelling, is differentiated from an accessory dwelling unit (Section 17.02.192) in that an accessory dwelling unit can be attached and is subject to different standards including size limitations.

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**Add section 17.02.518 "Short term rental" to read in its entirety as follows:**

17.02.518 – Short term rental. "Short term rental" means the rental of any legally permitted dwelling unit or portion thereof for occupancy for dwelling, lodging or sleeping purposes for a period of less than 30 consecutive calendar days.

**Delete section 17.02.560 "Small day care home" in its entirety.**

**Amend section 17.02.563 "Start of Construction" to read in its entirety as follows:**

17.02.563 - Start of construction. "Start of construction," for floodplain management purposes, includes substantial improvement, and means the date that the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty days of the permit date. For all other purposes, the start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footing for piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**Renumber section 17.02.591 "Tasting room" as follows:**

17.02.593 Tasting room.

**Amend section 17.02.591 "Supportive housing" to read in its entirety as follows:**

17.02.591- Supportive housing. "Supportive Housing" has the meaning set forth in Government Code section 65582(g) as that section may be amended from time to time. Currently, Government Code section 65582(g) provides that "Supportive housing" means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

**Add section 17.02.592 "Target population" to read in its entirety as follows:**

17.02.592 – Target Population. "Target population" has the meaning set forth in Government Code section 65582(i) as that section may be amended from time to time. Currently, Government Code section 65582(i) provides that "Target population" means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young

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adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

**Add section 17.02.603 "Transitional housing" to read in its entirety as follows:**

17.02.603 - Transitional housing. "Transitional Housing" has the meaning set forth in Government Code section 65582(j) as that section may be amended from time to time. Currently, Government Code section 65582(j) provides that "Transitional housing" means buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance.

**Amend section 17.02.630 "Watercourse" to read in its entirety as follows:**

17.02.630 Watercourse. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature that carries a flow of water at least periodically. ~~drainage way which has a defined bed, banks and channel and which carries a flow of water at least periodically.~~ Watercourse includes a "waterway."

**Amend section 17.02.635 "Wet bar" to read in its entirety as follows:**

17.02.635 Wet bar. "Wet bar" means a single-basin sink and small refrigerator of not more than 8 cubic feet in volume.

## SECTION 2

Chapter 17.04 Limited Agriculture (A-1) District, is amended as follows:

**Amend section 17.04.020 "Permitted uses" to read in its entirety as follows:**

17.04.020 - Permitted uses. The following uses are permitted outright in the A-1 district:

- A. One-family residence;
- B. Agricultural uses, provided that the lot contains one acre of gross area; and
  - 1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
    - c. Three adult emus, rheas, ostriches or similar sized birds, or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals, or
    - e. Unlimited fish, frogs, worms or similar sized animals;
  - 2. Animals shall be kept in a clean and sanitary condition (see Section 6.04.050) and in a manner that does not become a nuisance (see Section 6.04.060);

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- C. Sale of agricultural products grown on the premises;
- D. Boutique or small winery in accordance with Section 17.88.300;
- E. Second one-family residence subject to the provisions of Section 17.88.135;
- F. Small family day care home;
- G. Supportive housing subject to the same standards applied as one-family residence;
- H. Transitional housing subject to the same standards applied as one-family residence;
- I. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- J. Employee housing associated with commercial agricultural operations;
- K. Residential care facility for six or fewer residents.

**Amend section 17.04.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.04.025 - Uses requiring a zoning permit. The following uses are permitted in the A-1 district if a zoning permit is issued, and subject to the provisions of Section 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C. Guest house;~~
- ~~D. Servant's quarters;~~
- C. Large family day care home;
- ~~E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure;~~
- ~~F. Boutique winery or Small winery in accordance with Section 17.88.300.~~

**Amend section 17.04.030 "Use requiring an administrative permit" to read in its entirety as follows:**

17.04.030 - Uses requiring an administrative permit. The following uses are permitted in the A-1 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- ~~B. Large Day care homecenter;~~
- ~~C. Family care residence;~~
- ~~D. Bed and breakfast guest facility;~~
- D. Boarding house;
- ~~E. Farm labor quarters;~~

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~~FE.~~ Medium winery (~~in accordance with~~see Section 17.88.300).

### SECTION 3

Chapter 17.06 Exclusive Agriculture (EA) District, is amended as follows:

**Amend section 17.06.020 "Permitted uses" to read in its entirety as follows:**

17.06.020 - Permitted uses. The following uses are permitted outright in the EA district:

- A. One-family residence, or a mobile home in lieu of a one-family residence;
- B. Agricultural uses, except those listed in Section 17.06.040;
- C. Sale of products grown on the premises, including a roadside stand for the sale of these products;
- D. Wholesale nursery or greenhouse;
- E. Forest management;
- F. Low-intensity recreational uses which require only minor improvements, such as a non-motorized fishing or hunting club that does not provide food service and/or lodging facilities;
- G. Boutique winery or ~~s~~Small winery (~~in accordance with~~see Section 17.88.300);
- H. Small family day care home;
- I. Supportive housing subject to the same standards as a one-family residence;
- J. Transitional housing subject to the same standards as a one-family residence;
- K. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- L. Employee housing associated with commercial agricultural operations;
- N. Residential care facility for six or fewer residents.

**Amend section 17.06.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.06.025 - Uses requiring zoning permit. The following uses are permitted in the EA district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.190:

- A. Nonagricultural-related home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C~~B. Boutique winery or ~~s~~Small winery (see Section 17.88.300).

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**Amend section 17.06.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.06.030 - Uses requiring administrative permit. The following uses are permitted in the EA district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Nonagricultural-related home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- ~~E. Farm labor quarters;~~
- ~~FE.~~ Additional one-family residences or mobile homes for family members, as long as the placement of the units meets the criteria established in Section 17.06.060A;
- ~~GF.~~ Medium winery (see Section 17.88.300).

**Amend subsection (A) "Minimum acreage" of section 17.06 060 "Site development standards" to read in its entirety as follows:**

17.06.060 - Site development standards. The following site development standards apply in the EA district:

- A. Minimum Acreage.
  - 1. The minimum acreages set forth in Table 17.06.060 apply to land divisions, except as provided in subparagraph 2 of this subsection.
  - 2. The creation of building sites containing less than the minimum acreage indicated in subparagraph 1 of this subsection, but not larger than five acres, may be permitted for full-time agricultural property that meets the minimum parcel sizes identified in Table AG-7 of the general plan, subject to the following criteria:
    - a. It is demonstrated that the division will not infringe upon the viability of the agricultural operation; and
    - b. One of the following conditions exists:
      - i. The lot is to be created by the conveyance of a security instrument to finance a one-family residence or mobile home, or for improvements to the agricultural operation on the remaining acreage; that said lot, together with the remaining acreage, shall not be separately conveyed or divided without meeting the minimum-acreage requirement specified in subparagraph 1 of this subsection, except for the aforesaid purpose, unless such division occurs by judicial foreclosures, trustee's sales, or other legal proceedings which discharge the lien of the security instrument, or
      - ii. The lots to be created for the one-family residences are intended as a conveyance or device exclusively for the parents, children or grandchildren related to the owner by adoption, blood or marriage; and there is only one lot per related person or related



couple, if married. Except as provided in subparagraph 3, said lot(s), together with the remaining agricultural acreage, shall not be conveyed outside the familial relations described herein, or be further divided without meeting the minimum-acreage requirement in subparagraph 1 of this subsection. A restrictive covenant, setting forth these conditions shall be recorded with the final or parcel map that creates these family-member lots.

3. Family-member lots established pursuant to subparagraph 2(b)(ii) prior to adoption of this subparagraph, and the remaining agricultural acreage, may be conveyed separately and outside the familial relations specified in 2(b)(ii) if both of the following conditions are met:

a. There are no existing restrictions applying to the family-member lots or the remaining agricultural acreage that would prevent such conveyance or further division; and

b. An agreement is recorded pertaining to the remaining agricultural acreage, that is binding on all owners and successors in interest, that explicitly prevents further division of the family-member lot(s) and the remaining agricultural acreage, except where all resulting parcels meet the minimum-acreage requirement in subparagraph 1 of this subsection.

4.—The maximum number of lots that can be created pursuant to this subsection, in conjunction with a full-time agricultural operation that conforms to the minimum parcel size as identified in Table 17.06.060, is as follows:

{a.A} Lands used for field crops, orchards or nursery stock: one family-member parcel in addition to the main ranch/farm parcel;

{b.B} Lands used for irrigated pasture: two family-member parcels in addition to the main ranch/farm parcel;

{c.C} Lands used for grazing: four family-member parcels in addition to the main ranch/farm parcel.

#### SECTION 4

Chapter 17.10 Timberland (TL) District, is amended as follows:

**Amend section 17.10.020 "Permitted uses" to read in its entirety as follows:**

17.10.020 - Permitted uses. The following uses are permitted outright in the TL district:

- A. One-family residence;
- B. Mobile home, in lieu of a one-family residence, provided the lot is forty acres or larger in size; otherwise the T district must be combined;
- C. Forest management, Christmas tree farm;
- D. Agricultural uses;

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- E. Sale of products grown on the premises;
- F. Low-intensity recreational uses which involve only minimal improvements, such as a non-motorized fishing or hunting club that does not provide food service and/or lodging facilities;
- G. Boutique or small winery in accordance with Section 17.88.300;
- H. Second one-family residence subject to the provisions of Section 17.88.135.
- I. Small family day care home;
- J. Supportive housing subject to the same standards as a one-family residence;
- I. Transitional housing subject to the same standards as a one-family residence;
- J. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- K. Employee housing associated with commercial timber operations;
- L. Residential care facility serving six or fewer residents.

**Amend section 17.10.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.10.025 - Uses requiring a zoning permit. The following uses are permitted in the TL district if a zoning permit is issued, subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation without customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C.~~ Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure;
- ~~D.~~ Boutique winery or ~~s~~Small winery (see Section 17.88.300).

**Amend section 17.10.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.10.030 - Uses requiring an administrative permit. The following uses are permitted in the TL district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Guest house, if located in close proximity to the main dwelling to minimize conflicts with timber management activities on the remainder of the site, and subject to the provisions of Section 17.88.185;
- F. Medium winery (see Section 17.88.300).

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**Amend section 17.10.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.10.040 - Uses requiring a use permit. The following uses are permitted in the TL district if a use permit is issued:

- A. Dog kennel;
- B. Group ~~foster~~ home serving seven or more residents;
- C. Logging contractor's yard when located in a manner to minimize conflicts with timber management activities on the remainder of the site and subject to the provisions of Section 17.88.271;
- D. A fishing and/or hunting lodge providing meal service and/or lodging in addition to motorized transportation and guide services;
- E. Boutique, small or medium winery in accordance with Section 17.88.300.
- F. Boardinghouse;
- G. Day care center;

**SECTION 5**

Chapter 17.12 Mineral Resource (MR) District, is amended as follows:

**Amend section 17.12.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.12.030 - Uses requiring use permit. The following uses are permitted in the MR district if a use permit is issued:

- A. Employee housing associated with commercial mining operations;~~Living quarters for the use of the owner(s), security personnel, or laborers employed on site;~~
- B. Notwithstanding any provision of Section 17.12.020(A) to the contrary, any mining activity, either underground or open pit, as defined by the Surface Mining and Reclamation Act (Article 5, Chapter 9, Division 2 [Section 2770, et seq.] of the California Public Resources Code);
- C. Mills and other facilities, buildings, structures, equipment, and all other indoor and outdoor areas related to or used in connection with the extraction, storing, transportation, processing or refining of mined materials or products derived from such materials;
- D. Aggregate recycling facilities.

**SECTION 6**

Chapter 17.14 Habitat Protection (HP) District is amended as follows:

**Amend section 17.14.020 "Permitted uses" to read in its entirety as follows:**

17.14.020 - Permitted uses. The following uses are permitted outright in the HP district:

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- A. One-family residence;
- B. A mobile home, in lieu of a one-family residence, provided the parcel is forty acres or larger in size; otherwise the T district must be combined;
- C. Forest management;
- D. Habitat enhancement or improvement projects, as approved by the Department of Fish and Game;
- E. Low-intensity recreational uses which require only minor improvements, such as a non-motorized fishing and/or hunting club that does not provide food service and/or lodging facilities;
- F. Agricultural uses;
- G. Sale of products grown on the premises;
- H. Boutique or small winery in accordance with Section 17.88.300;
- I. Small family day care home;
- J. Supportive housing;
- K. Transitional housing;
- L. One accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);
- M. Employee housing directly associated with and necessary to the principal use of the property;
- N. Residential care facility serving six or fewer residents.

**Amend section 17.14.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.14.025 - Uses requiring a zoning permit. The following uses are permitted in the HP district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C.~~ Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure;
- ~~D.~~ Boutique winery or ~~s~~small winery (see Section 17.88.300).

**Amend section 17.14.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.14.030 - Uses requiring an administrative permit. The following uses are permitted in the HP district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

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- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. The following uses, if clustered as required for residential dwellings pursuant to Section 17.14.060A:
  - 1. Family care residence;
  - 2. Guest house, subject to the provisions of Section 17.88.185;
- D. Second one-family residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units;
- E. Medium winery (see Section 17.88.300);

## SECTION 7

Chapter 17.16 Open Space (OS) District is amended as follows:

**Amend section 17.16.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.16.025 - Uses requiring a zoning permit. The following uses are permitted in the OS district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer service vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~CB.~~ Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.

**Amend section 17.16.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.16.030 - Uses requiring an administrative permit. The following uses are permitted in the OS district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. One-family residence, or mobile home, in lieu of a one-family residence, provided the parcel is forty acres or larger in size; otherwise the T district must be combined; or a mobile home in lieu of a one-family residence;
- B. Home occupation with customer vehicle trips;
- C. Small family day care home or Large family day care home;
- D. Family care residence;
- E. Second one-family residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units.
- F. Supportive housing;

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G. Transitional housing;

H. One accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);

I. Employee housing directly associated with and necessary to the principal use of the property;

## SECTION 8

Chapter 17.18 National Recreation Area, Shasta Unit (NRA-S) District is amended as follows:

**Amend section 17.18.040 "Requirements – Residential development" to read in its entirety as follows:**

17.18.040 - Requirements—Residential development. The following requirements apply to residential development in the NRA-S district:

A. The following is permitted:

1. A one-family residence; ~~is permitted.~~

2. Supportive housing;

3. Transitional housing;

4. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);

5. Small family day care home;

6. Residential care facility serving six or fewer residents.

B. The minimum building site is one-half acre, except that lots of less than one-half acre, which were divided for residential purposes on or before September 16, 1967 and were in separate ownership or were delineated in a county-approved plan that constitutes part of a duly recorded subdivision, may be used for residential purposes.

C. Residential Development Standards. The following residential development standards apply:

1. The maximum building height limit is as follows:

a. Main buildings, thirty-five feet;

b. Accessory buildings, ~~fifteen~~twenty feet.

2. Exterior Colors. The use of neutral exterior colors is required.

3. Roofing Materials. The use of nonglare roofing materials is required.

4. Buffers. Development will be buffered by distance, topography or forest cover from existing or planned public use areas, such as trailer parks, campgrounds or organizational sites. Separation will be sufficient to avoid conflicts resulting from intervisibility, noise and proximity that is conducive to private property trespass.

5. Yards. Yard requirements are as follows:

a. Front, twenty feet;

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- b. Side, five feet on one side and twelve feet on the other side, except for lots created prior to June 7, 1978, it is five feet on either side;
  - c. Rear, ten feet.
- D. In other than an approved subdivision, the clearing required for structures or mobile homes and the access thereto shall be reviewed by the District Ranger, Shasta Lake district, Shasta-Trinity National Forest. In any case where the District Ranger does not approve of the amount and location of clearing intended and he communicates this fact to the county planning department, a use permit shall be required. In granting the use permit, consideration shall be given to the proposed location on the parcel of the structure or mobile home and the access road thereto which preserves the natural forest setting of the parcel to the greatest extent.

## SECTION 9

Chapter 17.20 National Recreation Area – Whiskeytown Unit (NRA-WI and NRA-WII) District is amended as follows:

**Amend section 17.20.030 "NRA-WI district" to read in its entirety as follows:**

17.20.030 - NRA-WI district.

- A. Generally. The NRA-WI district is created solely for use within the Whiskeytown unit of the Whiskeytown-Shasta-Trinity National Recreation Area and is intended for application to those lands which are contiguous to Whiskeytown Lake and are concerned primarily with water recreation and related activities.
- B. Uses. The following uses are permitted with a use permit:
  - 1. One-family residence and one noncommercial guest house for each one-family residence. Each residence or guest house is subject to the following regulations:
    - a. Minimum building site area, three acres; but a lesser acreage may be utilized for this purpose if, on or before February 7, 1963, the site was in separate ownership or within a recorded subdivision,
    - b. Maximum height, thirty-five feet,
    - c. Minimum frontage, one hundred fifty feet,
    - d. Minimum front yard, seventy-five feet,
    - e. Minimum side yard, fifty feet,
    - f. Maximum rear yard, twenty-five feet,
    - g. Maximum percentage of lot coverage permitted, ten percent,
    - h. Neutral colors, non-glare roofing materials, and architecture and layout that harmonizes with forested settings shall be used;
  - 2. Moving, alteration or improvement of existing residences or accessory structures; provided, there is compliance with requirements prescribed for residential uses under subparagraph 1 of

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this subsection; provided further, that such moving, alteration or improvement does not alter the residential character of the premises;

3. Tree farming under a timber management plan that conforms to the California Forest Practices Act;
  4. Riding stables;
  5. Campgrounds, organization camps and picnic areas;
  6. Limited agricultural uses, such as truck gardening, provided these uses do not require extensive cutting or clearing of wooded areas and are not otherwise destructive of natural or recreational values;
  7. Clearing and removal of trees, shrubbery and other vegetation to the extent necessary in order to permit the exercise of a use otherwise allowed within this district;
  8. Religious and educational uses;
  9. Removal of gravel, sand and rock, or other alteration of the landscape, to the minimum extent necessary for the construction of an access road to the property on which a use is permitted. In all other circumstances, such removal or alteration shall be permitted only to the minimum extent necessary to make possible the exercise of a use otherwise permitted in this district;
  10. Signs as allowed by and subject to the provisions of Sections 17.84.060 through 17.84.069.
  11. Accessory uses and temporary removable structures appurtenant to any permitted use.
  12. Supportive housing;
  13. Transitional housing;
  14. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
  15. Small family day care home or Large family day care home;
- C. Prohibited Uses. Any use not included above as a permitted use shall be deemed a prohibited use, and if property is put to a prohibited use, the authority of the Secretary of the Interior to acquire "improved property" may be reinstated.

## SECTION 10

Chapter 17.24 Limited Residential (R-L) District is amended as follows:

**Amend section 17.24.020 "Permitted uses" to read in its entirety as follows:**

17.24.020 - Permitted uses. The following uses are permitted outright in the R-L district:

- A. One-family residence;
- B. Agricultural uses, provided that the lot contains 1 acre of gross area; and
  1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or



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- b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
  - c. Three adult emus, rheas, ostriches or similar sized birds, or
  - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals.
  - e. Unlimited fish, frogs, worms or similar sized animals;
- 2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner that does not become a nuisance, as provided in Section 6.04.060;
- 3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135;
- E. Supportive housing;
- F. Transitional housing;
- G. One Accessory dwelling when the lot has a primary dwelling unit (see Section 17.88.132);
- H. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.24.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.24.025 - Uses requiring a zoning permit. The following uses are permitted in the R-L district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C. Guest house;~~
- ~~D. Servant's quarters;~~
- ~~E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.~~

**Amend section 17.24.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.24.030 - Uses requiring an administrative permit. The following uses are permitted in the R-L district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer service trips;
- B. Large family day care home;

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C. Family care residence;

~~D. Farm labor quarters;~~

~~E.~~ Bed and breakfast guest facility;

~~F.~~ Boutique or small winery in accordance with Section 17.88.300;

F. Boardinghouse;

**Amend section 17.24.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.24.040 - Uses requiring a use permit. The following uses are permitted in the R-L district if a use permit is issued:

A. Animals in numbers exceeding those permitted in Section 17.24.020(B)(1);

B. Group ~~foster~~ home serving seven or more residents;

C. Dog kennel;

D. Large animal veterinarian;

E. Golf course;

F. Wholesale nursery or greenhouse;

G. Commercial riding stable or riding academy;

H. Processing plant for agricultural products grown on the premises; provided, the lot is five acres or larger in area;

I. Church;

J. Pet cemetery;

K. Logging contractor's yard subject to the provisions of Section 17.88.271;

L. Boutique, small or medium winery in accordance with Section 17.88.300;

M. Day care center.

N. Residential care facility serving more than six residents.

**SECTION 11**

Chapter 17.26 Rural Residential (RR) District is amended as follows:

**Amend section 17.26.020 "Permitted uses" to read in its entirety as follows:**

17.26.020 - Permitted uses. The following uses are permitted outright in the R-R district:

A. One-family residence;

B. Agricultural uses, provided that the lot contains 1 acre of gross area; and

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1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
    - a. One horse, mule, steer or similar sized animal, or
    - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals; or
    - c. Three adult emus, rheas, ostriches or similar sized birds; or
    - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals.
    - e. Unlimited fish, frogs, worms or similar sized animals.
  2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner that does not become a nuisance, as provided in Section 6.04.060,
  3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of agricultural products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135;
- E. Supportive housing;
- F. Transitional housing (same standards applied as one-family residence).
- G. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- H. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.26.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.26.025 - Uses requiring a zoning permit. The following uses are permitted in the R-R district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C. Guest house;~~
- ~~D. Servant's quarters;~~
- ~~E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.~~

**Amend section 17.26.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.26.030 - Uses requiring an administrative permit. The following uses are permitted in the R-R district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

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- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Boutique or small winery in accordance with Section 17.88.300;
- F. Boardinghouse;

**Amend section 17.26.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.26.040 - Uses requiring a use permit. The following uses are permitted in the R-R district if a use permit is issued:

- A. Animals in numbers exceeding those permitted in Section 17.26.020 (B)(1);
- B. Group ~~foster~~ home serving seven or more residents;
- C. Dog kennel;
- D. Large animal veterinarian;
- E. Golf course;
- F. Wholesale nursery or greenhouse;
- G. Commercial riding stable or riding academy;
- H. Church;
- I. Pet cemetery;
- J. Logging contractor's yard (~~seesubject to the provisions of~~ Section 17.88.271);
- K. Boutique, ~~s~~Small or ~~m~~Medium winery (~~see in accordance with~~ Section 17.88.300);
- L. Day care center.
- M. Residential care facility serving more than six residents.

**SECTION 12**

Chapter 17.28 Interim Rural Residential (IR) District is amended as follows:

**Amend section 17.28.020 "Permitted uses" to read in its entirety as follows:**

17.28.020 - Permitted uses. The following uses are permitted outright in the I-R district:

- A. One-family residence;
- B. Agricultural uses; provided that, the lot contains one acre of gross area, and

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1. Animal husbandry does not exceed the following number and type of animals per one-half acre:
  - a. One horse, mule, steer or similar sized animal, or
  - b. Three goats, sheep, swine, llamas, alpacas or similar sized animals, or
  - c. Three adult emus, rheas, ostriches or similar sized birds, or
  - d. Twenty-five turkeys, chickens, ducks, geese, rabbits or similar sized animals,
  - e. Unlimited fish, frogs, worms or similar sized animals.
2. Animals shall be kept in a clean and sanitary condition, as provided in Section 6.04.050, and in a manner as to not become a nuisance, as provided in Section 6.04.060;
3. The keeping of beehives and the selling of bee products resulting from the keeping of bees in accordance with Chapter 6.08 and applicable state laws;
- C. Sale of agricultural products grown on the premises;
- D. Second one-family residence subject to the provisions of Section 17.88.135;
- E. Supportive housing;
- F. Transitional housing;
- G. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- H. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.28.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.28.025 Uses requiring a zoning permit. The following uses are permitted in the I-R district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- ~~C. Guest house;~~
- ~~D. Servants quarters;~~
- ~~E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.~~

**Amend section 17.28.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.28.030 - Uses requiring an administrative permit. The following uses are permitted in the I-R district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

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- A. Home occupation with customer vehicle trips;
- B. Large family day care home;
- C. Family care residence;
- D. Bed and breakfast guest facility;
- E. Boardinghouse

**Amend section 17.28.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.28.040 - Uses requiring a use permit. The following uses are permitted in the I-R district if a use permit is issued:

- A. Animals in numbers exceeding those permitted in Section 17.28.020 (B)(1);
- B. Dog kennel;
- C. Group ~~foster~~ home serving seven or more residents;
- D. Golf courses;
- E. Wholesale nursery or greenhouse;
- F. Commercial riding stable or riding academy;
- G. Church;
- H. Day care center.
- I. Residential care facility serving more than six residents.

**SECTION 13**

Chapter 17.30 One-family Residential (R1) District is amended as follows:

**Amend section 17.30.020 "Permitted uses" to read in its entirety as follows:**

17.30.020 - Permitted uses. The following uses are permitted outright in the R-1 district:

- A. One-family residence, except manufactured and mobile homes on foundation systems are subject to subsection B of this section;
- B. A mobile home certified under the National Mobile Home Construction and Safety Act of 1974 (42 U.S.C. Section 5401 et seq.) and installed on a foundation system and meeting other adopted development standards, in lieu of a frame-constructed dwelling;
- C. Second one-family residence subject to the provisions of Section 17.88.135;
- D. Supportive housing;
- E. Transitional housing;

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F. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);

G. Small family day care home;

H. Residential care facility serving six or fewer residents.

**Amend section 17.30.025 "Uses permitted with a zoning permit" to read in its entirety as follows:**

17.30.025 - Uses requiring a zoning permit. The following uses are permitted in the R-1 district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

A. Home occupation with no customer vehicle trips;

~~B. Senior citizen residence;~~

~~C. Guest house;~~

~~D. Servant's quarters;~~

~~E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.~~

**Amend section 17.30.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.30.030 - Uses requiring an administrative permit. The following uses are permitted in the R-1 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

A. Home occupation with customer vehicle trips;

B. Large family day care home;

C. Family care residence;

D. Bed and breakfast guest facility.

E. Boardinghouse;

**Amend section 17.30.040 "Uses permitted with a use permit" to read in its entirety as follows:**

17.30.040 - Uses requiring a use permit. The following uses are permitted in the R-1 district if a use permit is issued:

A. Golf course;

B. Church;

C. Day care center.

D. Residential care facility serving more than six residents.

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**Amend subsection (A) "Minimum lot area," of section 17.30.060 "Site development standards" to read in its entirety as follows:**

17.30.060 - Site development standards. The following site development standards apply in the R-1 district:

- A. ~~Density and M~~minimum ~~gross lot area~~size. ~~Provided that the r~~Residential density shall be as permitted by the general plan, including any permitted density bonus, ~~is not exceeded, Except as otherwise provided in Section 17.84.010,~~ the following minimum ~~gross lot area~~size requirements apply; ~~except as otherwise provided in Section 17.84.010:~~
  - 1. Interior lot, ~~six thousand~~5,445 square feet;
  - 2. Corner lot, ~~sevensix~~ thousand square feet.

**SECTION 14**

Chapter 17.32 One-family Mobile Home (R-M) District is amended as follows:

**Amend section 17.32.010 "Purpose" to read in its entirety as follows:**

17.32.010 - Purpose. The purpose of the one-family mobile home (R-M) district is to provide fully serviced, urban-sized lots for manufactured and mobile homes, ~~and~~ one-family residences and ~~selected~~ related uses. This district is consistent with the urban residential (UR), ~~and~~ suburban residential (SR) and mixed use (MU) general plan designations.

**Amend section 17.32.020 "Permitted uses" to read in its entirety as follows:**

17.32.020 - Permitted uses. The following uses are permitted outright in the R-M district:

- A. Manufactured home, Mmobile home, or a one-family residence ~~in lieu of a mobile home;~~
- B. Recreation facilities incidental to a planned residential development, including a community swimming pool, tennis courts, clubhouse, etc.
- C. Supportive housing;
- D. Transitional housing;
- E. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);
- F. Small family day care home;
- I. Residential care facility serving six or fewer residents.

**Amend section 17.32.025 "Uses permitted with a zoning permit" to read in its entirety as follows:**



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17.32.025 - Uses requiring zoning permit. The following uses are permitted in the R-M district if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.190:

A. Home occupation with no customer vehicle trips;

~~B. Senior citizen residence, if in conjunction with a one-family residence.~~

~~C.B.~~ Second one-family residence subject to the provisions of Section 17.88.135.

**Amend section 17.32.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.32.030 - Uses requiring administrative permit. The following uses are permitted in the R-M district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

A. Home occupation with customer vehicle trips;

B. Large family day care home;

**Amend section 17.32.040 "Uses permitted with a use permit" to read in its entirety as follows:**

17.32.040 - Uses requiring use permit. The following uses are permitted in the R-M district if a use permit is issued:

A. Golf course;

B. Church;

C. Day care center.

**Amend subsection (A) "Minimum lot area," of section 17.32.060 "Site development standards" to read in its entirety as follows:**

17.32.060 - Site development standards. The following site development standards apply in the R-M district:

A. Density and Minimum Lot Area~~size~~. ~~Provided that the residential density shall be as permitted by the general plan, including any permitted density bonus, is not exceeded, Except as otherwise provided in Section 17.84.010,~~ the following minimum lot ~~are~~size requirements apply: ~~except as otherwise provided in Section 17.84.010:~~

1. Interior lot, ~~six thousand~~4,356 square feet;

2. Corner lot, ~~seven~~five thousand square feet.

## SECTION 15

Chapter 17.34 Two-family Residential (R2) District is amended as follows:

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**Amend section 17.34.010 "Purpose" to read in its entirety as follows:**

17.34.010 - Purpose. The purpose of the two-family residential (R-2) district is to provide fully serviced urban-sized lots for either one-family or two-family (duplex) residences and ~~selected~~ related uses. This district is consistent with the urban residential (UR), suburban (SR) and mixed use (MU) general plan designation.

**Amend section 17.34.020 "Permitted uses" to read in its entirety as follows:**

17.34.020 - Permitted uses. The following uses are permitted outright in the R-2 district:

- A. One-family residence;
- B. Two-family residence;
- C. Townhouses and attached one-family residences;
- CD. Recreational facilities incidental to a planned residential development, including a swimming pool, tennis courts, clubhouse, etc;
- ~~D. Second one family residence subject to the provisions of Section 17.88.135.~~
- E. Supportive housing;
- F. Transitional housing;
- G. Small family day care home;
- H. Residential care facility serving six or fewer residents.

**Amend section 17.34.030 "Uses permitted with an administrative permit" to read in its entirety as follows:**

17.34.030 - Uses requiring administrative permit. The following uses are permitted in the R-2 district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home;

**Amend section 17.34.040 "Uses permitted with a use permit" to read in its entirety as follows:**

17.34.040 - Uses requiring use permit. The following uses are permitted in the R-2 district if a use permit is issued:

- ~~A. Townhouses;~~
- ~~BA.~~ Group ~~foster~~ home serving seven or more residents;
- ~~CB.~~ Golf course;

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~~D.C.~~ Church;

~~E.D.~~ Residential care facility for the elderly serving no more than fifteen people;

~~F. Skilled nursing/intermediate care facility serving no more than fifteen people.~~

**Amend subsection (A) "Minimum lot area," of section 17.34.060 "Site development standards" to read in its entirety as follows:**

17.34.060 - Site development standards. The following site development standards apply in the R-2 district:

A. Density and Minimum Lot Area ~~size. Provided that the r~~ Residential density shall be as permitted by the general plan, including any permitted density bonus, ~~is not exceeded, Except as otherwise provided in Section 17.84.010,~~ the following minimum lot area ~~size~~ requirements apply; ~~except as otherwise provided in Section 17.84.010:~~

1. Interior lot, ~~six thousand~~ 5,445 square feet;
2. Corner lot, ~~sevensix~~ thousand square feet.

## SECTION 16

Chapter 17.36 Multifamily Residential (R3) District is amended as follows:

**Amend section 17.36.010 "Purpose" to read in its entirety as follows:**

17.36.010 - Purpose. The purpose of the multifamily residential (R-3) district is to provide for higher density residential development in areas which have the services and facilities necessary for higher density residential uses, and where appropriate to establish residential densities high enough to meet the County's regional housing needs obligations under state housing law. This district is consistent with the urban residential (UR), suburban residential (SR) and mixed use (MU) general plan designations.

**Amend section 17.36.020 "Permitted uses" to read in its entirety as follows:**

17.36.020 - Permitted uses. The following uses are permitted outright in the R-3 district:

- A. Multifamily residences;
- B. One- and two- family residences, attached one-family residences and townhouses when part of a mix of residential uses that meet the required minimum density for the site;
- C. Condominiums;
- D. Accessory buildings and uses commonly found in multifamily or condominium developments, including garages, carports, laundry facilities and rental and administrative offices;
- E. Recreational facilities incidental to a planned residential development, including a swimming pool, tennis courts, clubhouse, etc.

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F. Supportive housing;

G. Transitional housing;

H. Small family day care home;

J. Residential care facility serving six or fewer residents.

**Amend section 17.36.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.36.040 - Uses requiring use permit. The following uses are permitted in the R-3 district if a use permit is issued:

- A. Residential care facility for the elderly;
- B. Group ~~foster~~ home serving seven or more residents;
- C. ~~Roominghouse or b~~Boardinghouse;
- D. Private club, fraternity, sorority or lodge, except those for which the chief activity is a service customarily carried on by a business;
- E. Golf course;
- F. Church;
- G. Day care center;
- H. Customer Parking for commercial uses, if abutting or opposite an alley from a commercial district;
- I. Convalescent hospital;
- J. Large family day care home;
- K. Residential care facility serving more than six residents.

**Amend subsections (A) "Minimum Building Site," (B) "Maximum Residential Density," (G) "Maximum structure height," and (M) "Development Plan" of section 17.36.060 "Site development standards" to read in their entirety as follows:**

17.36.060 - Site development standards. The following site development standards apply in the R-3 district:

- A. Minimum ~~lot size~~Building Site. The minimum ~~building site~~lot size requirement is eight thousand square feet, except as otherwise provided in Section 17.84.010.
- B. ~~Minimum~~Maximum Residential ~~D~~ensity. Residential density is measured in residential units per gross acre. The minimum~~maximum~~ residential density is as provided by ~~the a~~ number following the district and the maximum density is one hundred twenty (120) percent of that number (i.e., R3(10) means a minimum density of ten residential~~ees~~ units per acre and a maximum density of 12 residential units per acre), or, lacking that number, as provided by the general plan land use designation. Density may be increased beyond the identified maximum density through density bonus provisions, if a use permit is first approved, or as part of an

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approved Planned Development. Any density bonus, as provided for by the general plan, may be allowed if a use permit is issued.

- G. Maximum Structural Height. The following structural height restrictions apply, except as otherwise provided in Section 17.84.030:
1. Main buildings, forty-five feet;
  2. Accessory buildings, ~~one-story~~ not to exceed ~~twenty~~fifteen feet.
- M. Development Plan. An applicant for either a building permit or a use permit shall submit a site development plan which indicates how all required health and safety standards will be met including, but not limited to, water, sanitation, fire, and circulation; how any identified adverse environmental effects will be addressed; and how the standards listed in this section will be met. This submittal shall be made on a form prescribed by the director of resource management. If only a building permit is required for the use, then the director's approval shall be obtained prior to issuance of the permit. If a use permit is required, then the director's approval shall occur as set forth by the terms and conditions of the use permit.

**Add subsection (O) "Design performance standards" to section 17.36.060 "Site development standards" to read in its entirety as follows:**

17.36.060 - Site development standards. The following site development standards apply in the R-3 district:

- O. Design performance standards. For any development of five or more multifamily residential units the following additional design performance standards shall apply:
- a. Except for approved pick-up and drop-off areas, resident and visitor parking shall be located behind the buildings, in the rear of the site, accessed from alleys where available and screened from view of the public street.
  - b. Walkways, driveways or other impervious surfaces shall not exceed 25 percent of front building setback area.
  - c. The following architectural features (or a similar level of design enhancements shown to be equal or superior in effect as approved by the Director) shall be incorporated into the project design as follows:
    - I. Balconies (when two stories or greater)
    - II. Porches
    - III. Pitched roofs
    - IV. Overhanging roofs with gabled ends
    - V. Dormers
    - VI. Change in wall plane (pop-outs, projections, etc.) for buildings that exceed 24 feet in length.

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e. Alternative standards may be applied through an approved administrative permit referred to the Planning Commission in accordance with section 17.92.050(D)(3), use permit, or Planned Development as applicable, provided that the approving body finds that with the alternative standards the proposed development will be of equal or greater excellence in arrangement, design, attractiveness, safety and compatibility with its surroundings than would result if the routine development standards of this section were applied.

## SECTION 17

Chapter 17.38 Mobile Home Park (MHP) District is amended as follows:

### **Amend section 17.38.010 "Purpose" to read in its entirety as follows:**

17.38.010 - Purpose. The purpose of the mobile home park (MHP) district is to provide for the coordinated development and maintenance of mobile and manufactured home parks. This district is consistent with all residential general plan designations, provided the residential densities of the applicable general plan designation are met.

### **Amend section 17.38.020 "Permitted uses" to read in its entirety as follows:**

17.38.020 - Permitted uses. The following uses are permitted outright in the MHP district:

- A. Mobile and manufactured home parks meeting the development standards of Section 17.38.060;
- B. Residential mobile and manufactured homes placed in an approved mobile or manufactured home park;
- C. Accessory uses commonly found in mobile and manufactured home parks, including a car garage or carport space, storage facilities, laundry facilities, recreational vehicle parking, maintenance equipment storage areas, space rental and administrative office and other accessory uses. commonly found in mobile home parks;
- D. Common recreation areas and facilities, including a swimming pool, tennis courts, clubhouse, etc.

### **Amend section 17.38.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.38.040 - Uses requiring use permit. The following uses are permitted in the MHP district if a use permit is issued:

- A. Mobile or manufactured home park or expansion of a mobile or manufactured home park not meeting the development standards of Section 17.38.060;
- B. Accessory structures or uses other than those identified in Section 17.38.020;
- C. Convenience store;
- D. Golf course;
- E. Day care center

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**Amend subsections (A), (B), (C) and (M) of section 17.38.060 "Site development standards" to read in their entirety as follows:**

17.38.060 - Site development standards. The following site development standards apply in the MHP district:

- A. New Mobile or Manufactured Home Parks or Expansions. All new mobile and manufactured home parks or expansions to existing mobile or manufactured home parks shall be developed to the standards set forth in this section, unless a use permit is issued which provides an exception to the standards.
- B. Minimum Lot Size. Each mobile or manufactured home park shall be at least one acre in size.
- C. Minimum Mobile or Manufactured Home Space Size. The minimum space size for each mobile or manufactured home shall be three thousand square feet.
- M. Open Space and Recreation.
  - 1. Common landscaped open space and recreation land shall be provided in the park as follows:
    - a. Common open space shall comprise sixteen percent of the gross mobile home park acreage, if the park provides a common recreation center which possesses a total floor area of not less than twenty-five square feet per lot for the first one hundred fifty lots and fifteen square feet per lot thereafter, but in no case less than two thousand square feet; or, if the park does not provide a common recreation center as described in (a) above;
    - b. Common open space shall be twenty percent of the gross mobile home park acreage, if the park does not provide a common recreation center as described in subparagraph (a) of subsection (M)(1).
  - 2. Park walkways, at least ~~ten~~eight feet wide and leading to open space and recreation facilities, may count as part of the recreation area.
  - 3. Recreation areas shall be provided at locations convenient to park residents and the park service centers.
  - 4. Recreation areas may include space for common buildings and common use facilities, such as indoor recreation areas, swimming pools, outdoor courts for games and similar recreation facilities.

**SECTION 18**

Chapter 17.39 Mobile Home Park Conversions is added as follows:

**Add Chapter 17.39 "Mobile Home Park Conversions" to read in its entirety as follows:**

Chapter 17.39  
MOBILE HOME PARK CONVERSIONS

Sections:

17.39.010 Purpose.

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17.39.020 Definitions.

17.39.030 Applications for mobile home park conversions.

17.39.040 Procedures for review.

17.39.050 Findings.

17.39.060 Conditions.

17.39.010 Purpose. The unrestricted conversion of mobile home parks to other uses diminishes the mobile home stock and spaces available within the County. The purpose of this chapter is to provide certain regulatory safeguards for the protection of residents and potential purchasers of mobile homes, and to implement the County's general plan policies to provide varied housing choices and opportunities.

17.39.020 Definitions. For purposes of this chapter, the following words are defined as follows:

(A) "Park" means a mobile home park which rents spaces for mobile home dwelling units.

(B) "Owner" means the owner, lessor, or designated agent of the park.

(C) "Tenant" means the owner(s) of a mobile home dwelling unit who is renting space from the owner of a park.

17.39.030 Applications for mobile home park conversions.

(A) The use of property as a mobile home park shall not be terminated for the purpose of conversion to another land use until application for a mobile home park conversion has been made to the Director and approval has been received from the Planning Commission or the Board of Supervisors on appeal.

(B) No building permit shall be issued on property occupied by a mobile home park for uses other than those associated with the mobile home park use until approval for mobile home park conversion has been obtained pursuant to this chapter.

(C) Applications for a mobile home park conversion shall be made to the Director with the filing fee prescribed by the Board of Supervisors. The application shall contain the following information:

(1) Plans indicating the proposed use for the site for which an application for conversion is made.

(2) The timetable for conversion of the park.

(3) If the proposed conversion is to a use not consistent with the underlying zone district or general plan land use designation, or requires any approval of a tentative map, use permit, or other entitlement, the applicant shall file concurrently an application for rezoning, general plan amendment and any additional entitlement, as applicable.

(4) The total number of spaces within the park; the number of spaces occupied; the length of time each space has been occupied by the present tenant; and the monthly rent currently charged.



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(D) An application for a mobile home park conversion shall be subject to environmental review in accordance with the County's environmental review guidelines.

17.39.040 Procedures for review.

(A) Following the submittal of all required information in connection with an application for a mobile home park conversion and completion of the environmental review, the application shall be set for public hearing before the Planning Commission in the same manner as a use permit and in accordance with section 17.92.020.

(B) The Planning Commission shall, after the close of the public hearing, render a decision whether the conversion should be approved based upon the findings set forth in section 17.39.050.

(C) Any applicant, or any other interested person may appeal the planning Commission's determination to the Board of Supervisors in the same manner as a use permit appeal and in accordance with section 17.92.030.

17.39.050 Findings. An application for a mobile home park conversion may be approved if the following findings are made:

(A) There exists sufficient mobile home space availability within the unincorporated area of the County of Shasta to accommodate the mobile homes to be displaced by reason of the conversion.

(B) The conversion will not result in the displacement of low income individuals or households who cannot afford rents charged in other parks.

(C) That the age, type, and style of mobile homes within the park proposed for conversion can be accepted into other parks within the County of Shasta.

(D) If the conversion is to another residential use, that the tenants of the mobile home park will have first opportunity to occupy the units and the construction schedule will not result in long-term displacements.

(E) The proposed conversion is consistent with the County General Plan.

(F) The proposed conversion is pursuant to the public health, safety and welfare.

(G) The conversion will not result in a shortage of housing opportunities and choices within the County of Shasta.

17.39.060 Conditions. In the approval of a mobile home park conversion, the County may attach conditions deemed reasonable in order to mitigate the impacts associated with the conversion. Such conditions may include, but are not limited to, the following:

(A) Full or partial payment by the owner for relocation of mobile homes to another park.

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(B) If the land occupied by the park is to be sold, the tenants be given the first right of refusal accepting the offer of the seller for the purchase of the park including all improvements.

(C) The tenants be given the option of a long-term lease of the land and purchase of the improvements.

(D) An effective date of the approval of the conversion of not less than one year after approval of the conversion so as to provide sufficient time for the relocation of the mobile homes to other parks.

(E) If the mobile homes cannot be relocated to parks in the area, the applicant may be required to purchase said mobile homes at fair market value, determined by an independent appraiser with mobile home expertise.

## SECTION 19

Chapter 17.40 Existing Residential (ER) District is amended as follows:

**Amend section 17.40.020 "Permitted uses" to read in its entirety as follows:**

17.40.020 - Permitted uses. The following uses are permitted outright in the ER district:

- A. Those uses that existed on July 16, 1985;
- B. One-family residence, or mobile home in lieu of a one-family residence, if placed on an undeveloped, legally separate lot.
- C. Small family day care home;
- D. Supportive housing;
- E. Transitional housing.

**Amend section 17.40.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.40.030 - Uses requiring administrative permit. The following uses are permitted in the ER district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- B. Large family day care home.

**Amend subsection (C) of section 17.40.060 "Site development standards" to read in its entirety as follows:**

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17.40.060 - Site development standards. The following site development standards apply in the ER district:

- C. Maximum Structural Height. The following structural height restrictions apply, except as otherwise provided in Section 17.84.030:
  - 1. Main building, thirty feet;
  - 2. Accessory building, one story not to exceed twenty fifteen-feet.

## SECTION 20

Chapter 17.42 local Convenience Center (C1) District is amended as follows:

**Amend section 17.42.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.42.025 - Uses requiring an administrative permit. The following uses are permitted in the C-1 district if an administrative permit is issued:

- A. A one-family residence, when ~~part of and subordinate to the main building in which the commercial use exists, and~~ the residence is inhabited/occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial use exists, or detached; ~~if the applicant demonstrates that there is a health or safety concern or an applicable fire or building code regulation which makes an attached residence infeasible.~~
- B. Small family day care home.

**Amend section 17.42.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.42.030 - Uses requiring a use permit. The following uses ~~that are secondary to a convenience market~~ are permitted in the C-1 district if a use permit is issued:

- A. Auto service station;
- B. Day care center;
- C. Commercial condominiums;
- D. Church;

## SECTION 21

Chapter 17.44 Community Commercial (C2) District is amended as follows:

**Amend section 17.44.020 "Permitted uses" to read in its entirety as follows:**

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17.44.020 - Uses permitted within buildings. The following uses are permitted in a C-2 district if conducted within a building:

- A. Retail sales;
- B. Services, including:
  - 1. Bank or other financial institution that provides a direct service to the public; insurance or real estate sales,
  - 2. Repair shop for shoes, radios, televisions or other domestic appliances,
  - 3. Laundry or cleaning establishment; laundromat,
  - 4. Barber or beauty shop,
  - 5. Standard restaurant,
  - 6. Travel or ticket agency,
  - 7. Photo studio,
  - 8. Business, professional or medical office; medical, dental or optical laboratory; blueprinting; photocopying,
  - ~~9. Nursery or garden supply,~~
  - ~~109.~~ Health club;
- C. Print shop;
- D. Veterinary ~~ian~~ clinic, provided any kennels are located entirely within a building;
- E. Retail nursery or garden supply.

**Amend section 17.44.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.44.025 - Uses requiring a use permit. The following uses are permitted in the C-2 district if a use permit is issued:

- A. A one-family residence, when ~~part of and subordinate to the main building in which the commercial use exists, and~~ the residence is inhabited/occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial use exists, or detached; ~~if the applicant demonstrates that there is a health or safety concern or an applicable fire or building code regulation which makes an attached residence infeasible.~~
- B. Church, provided there is no school and no outdoor activities;
- C. Outdoor storage or sales associated with any of the uses permitted in Section 17.44.020;

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**Amend section 17.44.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.44.030 - Uses requiring a use permit. The following uses are permitted in the C-2 district if a use permit is issued:

- A. Auto service station, self-serve and non-self-serve auto wash, auto repair services, excluding auto body and painting businesses, equipment rental;
- B. Bar, nightclub or cardroom;
- C. Motion picture theater, bowling alley, skating rink, video game center, lodge, club, fraternal organization, billiard parlor;
- D. Fast food restaurant;
- E. Sales of new or used autos, boats, motorcycles or mobile homes;
- F. Miniature golf course;
- G. Motel or hotel;
- H. Bus terminal;
- I. Day care center;
- ~~J. Outdoor storage or sales associated with any of the uses permitted in Section 17.44.020;~~
- ~~K.~~ Commercial condominiums;
- ~~L.~~ Church with school and/or outdoor activities;
- L. Convalescent hospital.

**SECTION 22**

Chapter 17.52 Commercial-Light Industrial (CM) District is amended as follows:

**Amend section 17.52.020 "Uses permitted within buildings" to read in its entirety as follows:**

17.52.020 - Uses permitted within buildings. The following uses are permitted in the C-M district if conducted within a building:

- A. Wholesale and retail sales and service uses, including:
  - 1. Building, electrical and plumbing materials, and furniture,
  - 2. Farm or ranch feed and related supplies sales,
  - 3. Janitorial or restaurant supplies,
  - 4. Nursery or garden supply,
  - 5. Auto or truck parts and supplies,
  - 6. Household appliance or furniture repair or service, including radio or television repair or furniture upholstery shops,

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7. Auction house,
  8. Building maintenance services, such as pest extermination, janitorial or grounds maintenance,
  9. Communication services, such as telegraph, telephone and radio telephone businesses, or radio or television stations,
  10. Printing, engraving, lithographing or publishing,
  11. Equipment rental,
  12. Taxidermist,
  13. Veterinarian clinic, provided any kennels are located within a building,
  14. Trade school, vocational or sports training center,
  15. Warehouse, ministorage or other storage buildings or wholesale distribution facilities, except those storing flammable or explosive material,
  16. Food storage lockers and ice-making facilities;
- B. Light manufacturing activities, including:
1. Combining, assembly or packaging of products, including:
    - a. Pharmaceuticals, drugs, toiletries or cosmetics,
    - b. Small equipment, instruments or appliances, such as medical, dental or optical equipment; drafting instruments, watches, clocks, musical instruments, cameras, photographic equipment (except film); hair-curling machines or electric razors,
    - c. Electronic and light electrical equipment, including radios, televisions and computers,
    - d. Food products, excluding those that may create obnoxious odors or smoke,
  2. Light manufacturing activities, including manufacturing of ceramic products such as pottery, figurines, or small glazed tile, using only previously pulverized clay; hand tools, cutlery, and kitchen utensils, electronic and light electrical equipment, including radios, televisions and computers; jewelry manufacturing; manufacturing of neon signs;
  3. Boutique, small or medium winery in accordance with Section 17.88.300.
- C. Uses accessory to the primary use and contained within the same building site, including offices, print shops, cafeteria, etc. This does not include businesses open to the public;
- D. Outdoor storage or sales in conjunction with a permitted use, provided:
1. Storage is located on the rear portion of the lot,
  2. Storage is completely enclosed by a solid wall or fence (with necessary solid gates) not less than six feet in height, unless the storage area abuts a residential district, in which case the screening shall meet the criteria established in subsection I of Section 17.52.050,
  3. No material shall be stored to a height greater than that of the wall or fence enclosing the storage area;
- E. Agricultural uses;
- F. Caretaker's or night watchman's quarters;

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G. Emergency shelters (see Section 17.88.065).

**Amend section 17.52.025 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.52.025 - Uses requiring an administrative permit. The following uses are permitted in the C-M district if an administrative permit is issued:

- A. A one-family residence, when ~~part of and subordinate to the main building in which the commercial use exists, and~~ the residence is ~~inhabited~~occupied by the owner or operator of the commercial use, or a paid caretaker or night watchman. The residence may be attached to the main building in which the commercial-light industrial use exists, or detached; ~~if the applicant demonstrates that there is a health or safety concern or an applicable fire or building code regulation which makes an attached residence infeasible.~~
- B. Boutique, small or medium winery (~~in accordance with~~see Section 17.88.300).

**Add subsection (M) to section 17.52.030 "Uses requiring a use permit" to read in its entirety as follows:**

17.52.030 - Uses requiring a use permit. The following uses are permitted in the C-M district if a use permit is issued:

M. Convalescent hospital.

## SECTION 23

Chapter 17.54 Mixed Use (MU) District is amended as follows:

**Amend section 17.54.010 "Purpose" to read in its entirety as follows:**

17.54.010 - Purpose. The purpose of the mixed use (MU) district is to provide for a variety of residential, commercial and light industrial uses that will not cause odors, noise, visual or other adverse impacts. Conflicts that may result from the intermixing of land uses should be addressed by site-specific performance standards. This district is consistent with the commercial (C) and mixed use (MU) general plan land use designations.

**Amend section 17.54.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.54.025 - Uses requiring a zoning permit. The following uses are permitted in the M-U district if accessory to a residence, if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. A one- or two-family residence, provided, that for parcels created after January 10, 1984, the lot size must meet the building site requirement established in Section 17.54.060A:

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- B. Home occupation with no customer vehicle trips;
- ~~B. Senior citizen residence;~~
- C. Guest house;
- D. Seasonal sales of pumpkins and Christmas trees when conducted separately from a legally established commercial use on the lot;
- E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure.

**Amend section 17.54.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.54.030 - Uses requiring an administrative permit. The following uses are permitted in the M-U district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.235:

- A. Home occupation with customer vehicle trips;
- ~~B. One-family residence, or a mobile home in lieu of a one-family residence; provided, that for parcels created after January 10, 1984, the lot size must meet the building site requirement established in Section 17.54.060A;~~
- ~~C.~~ B. Family care residence;
- ~~D.~~ C. Small family day care home or ~~L~~ large family day care home;
- ~~E.~~ D. Bed and breakfast guest facility;
- E. Boardinghouse;
- F. Second residence; provided, the site conforms to the applicable general plan land use densities and parcel size limitations of the district for two dwelling units;
- G. If conducted within ~~an existing~~ commercial building:
  - 1. Retail sales,
  - 2. Personal services,
  - 3. Professional, business, administrative and medical offices;
- ~~H. Notwithstanding Section 17.94.040, a one-family residence or mobile home, when part of and subordinate to the main building in which a commercial or industrial use exists, and the dwelling is inhabited by the owner or operator of the commercial or industrial use, or a paid caretaker or night watchman. A one-family residence may be detached if the applicant demonstrates that there is a health or safety concern or an applicable fire or building code regulation which makes an attached residence infeasible. A mobile home is not required to be attached;~~
- ~~H.~~ H. Boutique or small winery (~~in accordance with~~ see Section 17.88.300);
- I. Residential care facility serving more than six residents.



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**Amend section 17.54.040 "Uses requiring a use permit" to read in its entirety as follows:**

17.54.040 - Uses requiring a use permit. The following uses are permitted in the M-U district if a use permit is issued:

A. Day care center;

~~B. Retail sales conducted within a new or enlarged commercial building or a converted residence, such as a food, variety or drug store, convenience market, apparel store and gift or novelty stores;~~

~~C. Personal services conducted within a new or enlarged commercial building or a converted residence, such as a bank, insurance or real estate sales, laundromat or laundry business, barber or beauty shop, standard or fast food restaurant, repair shop for shoes, radios, television and other appliances;~~

~~D. Professional, business, administrative and medical offices in a new or enlarged commercial building or a converted residence;~~

B. Multifamily residence;

~~E.~~ Hotel, motel, recreational vehicle park, campground;

~~F.~~ Auto or truck service station, auto or boat repair service, self-serve and non-self-serve auto wash; auto or truck parts or supplies;

~~G.~~ Wholesale and retail sales of building, electrical or plumbing materials; furniture sales; farm or ranch supplies;

~~H.~~ Sales of autos, boats, motorcycles, mobile homes, agricultural equipment; nursery or garden supplies and other outdoor sales and storage uses;

~~I.~~ Bowling alley, theater, video game center, billiard parlor, fraternal organization;

~~J.~~ Large and small animal veterinary hospital, provided kennels are located within a building; ~~large animal veterinarian;~~

~~K.~~ Contractor's yard, truck terminal, truck yard, truck repair and wash;

~~L.~~ Warehouse and mini-storage;

~~M.~~ Church;

~~N.~~ Light manufacturing activities that are at a scale commensurate with the size of the community; and do not cause odors, noise, visual or other adverse impacts;

~~O.~~ Commercial and light industrial condominiums;

~~P.~~ Boutique, small, or medium winery in accordance with Section 17.88.300;

O. Convalescent hospital.

**Amend the narrative first paragraph and subsection (J) of section 17.54.060 "Site development standards" to read in their entirety as follows:**

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17.54.060 - Site development standards. The development standards established by this section apply to all development in the MU district. However, due to the diversity of areas within which the mixed use district may be applied, alternative standards may be applied through exceptions to these standards may be allowed for nonresidential uses with an approved use permit is, provided that. Additionally, alternate standards may be approved for a condominium project, as part of the use permit process, if the approving body finds that with the alternative standards the proposed development will be of equal or greater excellence in arrangement, design, attractiveness, safety and compatibility with its surroundings than would result if the routine development standards of this section were applied.

- J. Development Plan. For multifamily residential projects and all nonresidential uses, an applicant for either a building permit or use permit shall submit a plan which indicates how the required health and safety standards will be met including, but not limited to, water, sanitation, circulation and fire, and how all standards listed in this section will be met. This submittal shall be made on a form prescribed by the planning director. If only a building permit is required for the use, then the director's approval shall be obtained prior to issuance of the permit and the approved plan shall become part of the permit. If a use permit is required, then the director's approval shall occur as set forth by the terms and conditions of the use permit.

## SECTION 24

Chapter 17.62 Planned Development (PD) District is amended as follows:

### **Amend section 17.62.010 "Purpose" to read in its entirety as follows:**

17.62.010 - Purpose. The purpose of the planned development (PD) district is to provide flexibility in the application of zoning standards to proposed developments for developments that, incorporate because of an innovative mix of building types, land uses, open space or residential densities, lot sizes, do not fit within the parameter of standard zone districts. The County expects each planned development to be of significantly higher design quality, including more effective and attractive pedestrian orientation, environmental sensitivity, energy efficiency, and the more efficient use of resources, than would be achieved through conventional design practices and standards. Planned developments are under unified control, and comprehensively planned, and can provide a mix of uses that could otherwise create land use conflicts. Planned developments often provide common areas and other amenities not normally found in standard types of development. This district is consistent with all residential, commercial, mixed use and industrial general plan land use designations, that provide for substantial residential, commercial or industrial development, provided the proposed primary uses are consistent with the general plan designation(s) or applicable specific plan designation(s) within which the project is located, and are reasonably compatible with surrounding land use.

### **Amend section 17.62.020 "Permitted uses" to read in its entirety as follows:**

17.62.020 - Permitted uses. Any use or combination of uses which are arranged and designed in such a manner as to result in a development which is internally compatible, compatible with surrounding uses and consistent with the general plan are permitted outright in the PD district. In cases involving areas designated by the general plan as suburban residential (SR), multifamily residential uses may be permitted only as a part of a mix of housing types.

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**Delete section 17.62.030 "Density bonus" and replace with 17.62.030 "Development standards, modification" to read in its entirety as follows:**

17.62.030 - Development standards, modification. Development and land uses within the PD district shall comply with all applicable development standards except as specifically modified, waived, or augmented by the PD district. A PD district may include the adjustment or modification, where necessary and justifiable, of applicable development standards of the zoning plan or subdivision regulations.

~~17.62.030 - Density bonus.~~

- ~~A. If a proposed residential project is located in an area designated by the general plan as urban residential (UR) or suburban residential (SR), and meets the general objectives and policies concerning planned developments, including the provision of publicly financed community water and sewer service, a density bonus of twenty-five percent shall be granted if the proposal project meets standards found in Chapter 17.83 (governing the provision of a density bonus for low income and senior citizen housing projects).~~
- ~~B. In addition, a project which is located in an area which may utilize a density bonus pursuant Chapter 17.83, but does not do so, may apply for a density bonus of up to twenty-five percent, based on design and environmental amenities which are demonstrated to exceed established development standards. Such demonstration shall successfully document at least four of the following criteria as part of the proposed project's design:~~
- ~~1. Reduction of drainage runoff coefficients by twenty percent, or more;~~
  - ~~2. Inclusion of passive solar design which reduces annual energy use by fifteen percent, or more;~~
  - ~~3. Provision of lot sizes between four thousand and five thousand square feet for construction of detached single-family housing which involves at least twenty-five percent of all proposed dwelling units;~~
  - ~~4. All residences within the proposed project are within one-quarter mile walking distance from both a neighborhood commercial center and access to transit service;~~
  - ~~5. Projects which propose one hundred or more dwelling units and provide Class I bikeways which are planned in relation to surrounding development;~~
  - ~~6. Variation of housing design and setbacks allows for not more than five percent of the same building footprint and or building design;~~
  - ~~7. Sidewalks with at least four-foot wide tree landscape areas located between the street curb and sidewalk.~~
- ~~C. In all cases, the combination of all density bonuses shall not exceed twenty-five percent and findings to justify the density bonus must be made by the approving authority. In granting of such a density bonus, the county shall make additional findings that the proposal does not conflict with state density bonus law.~~

**Amend section 17.62.040 "Mandatory project features" to read in its entirety as follows:**

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17.62.040 – Mandatory project features. Each planned development shall incorporate one of the following mandatory project features and at least one additional feature or amenity proposed by the developer, which may include a second feature from the list below. The approving authority may require additional features, amenities or improvements through a development agreement or other agreement with the developer, or may approve alternative features and amenities that will provide equal or superior project design.

1. The project will include a minimum of 20 percent of the residential units that are affordable to households of very low, low or moderate income, and will remain affordable for a period of time consistent with California housing law through an acceptable binding mechanism;
2. The project will achieve greater energy efficiency than standard developments through the incorporation of green building techniques achieving a minimum of 15 percent greater energy efficiency than the minimum required by California Code of Regulations Title 24;
3. The project will preserve and protect a significant natural feature or open space in addition to those areas already required to be protected in accordance with applicable laws, and those areas with limited development potential due to slopes, flood hazard, etc.;
4. The project will provide a substantial amenity available to the public, for example, a significant public plaza, a public park, separated improved pedestrian and bike trails through the development and connecting to regional trails systems, or a similar improved feature with provisions for guaranteed long-term maintenance of those portions within the development not at County expense.

17.62.040 – Application:

Applications for a PD district shall contain a conceptual development plan for the project site showing the approximate locations of buildings, building elevations, roads, walkways, parking and landscaping, the proposed uses of the buildings and grounds, staging of the development and other information which the director of resource management may require to properly evaluate and process the application.

**Amend section 17.62.050 "Preliminary development plan" to read in its entirety as follows:**

17.62.050 – Preliminary development plan. Application for a planned development shall be made to the planning department and shall consist of a preliminary development plan, to include:

- A. A legal description of the total site involved;
- B. A statement of the objectives to be achieved by the planned development through the particular approach to be used by the applicant;
- C. A tentative phasing schedule indicating the approximate timeline and order of project build out;

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D. A description of the total number and type of dwelling units, parcel sizes, area coverage, modified and natural open space, grading, residential densities, and areas devoted to non-residential uses;

E. Identification of portions of the development which would otherwise require a variance, and all proposed modifications to applicable development standards and an explanation of the reasons for the proposed variance and modifications;

F. A site plan and supporting maps, drawn to a suitable scale and clearly labeled, showing, if applicable:

1. Existing site conditions, including contours, vegetation and water courses;

2. Proposed lot designs;

3. Approximate location and floor area of existing and proposed buildings or outlines of areas within which buildings may be located;

4. Location and size of all areas to be conveyed or reserved as common or open spaces or for public uses;

5. Existing and proposed circulation system of arterial, collector, and local streets; off-street parking, loading, and emergency access areas, points of access to public rights-of-way, and proposed ownership and maintenance of circulation routes;

6. Existing and proposed sidewalks, walking and bike paths;

7. Existing and proposed utility systems, including sanitary sewer, storm drainage, water, electricity, gas and telephone;

8. A general landscape plan.

9. A general grading plan;

G. Information on land area adjacent to the proposed development, indicating important relationships between the proposal and surrounding land uses, circulation systems, public facilities and natural features;

H. Any additional information which may be required by the Director to evaluate the character and impact of the planned development.

17.62.050 – Site development.

~~Prior to construction of site improvements and structures in a PD district, detailed plans shall be submitted to the director of resource management for checking and approval to ensure reasonably close conformity with the approved conceptual development plans and with the intent of this section. The decision of the director of resource management may be appealed to the planning commission, as specified in Section 17.94.060.~~

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**Amend section 17.62.060 "Required findings" to read in its entirety as follows:**

17.62.060 - Required findings. The approving body may approve a Planned Development rezone only after first making all of the following findings:

1. The project is consistent with the General Plan and any applicable specific plan;
2. The project complies with all applicable development standards including those modified by the PD rezoning;
3. The modifications to the development standards are necessary and appropriate to accommodate the superior design of the proposed project, its compatibility with adjacent land uses, and its successful mitigation of environmental impacts;
4. All affected public facilities, services, and utilities are or will be adequate to serve the proposed project;
5. The location, size, site planning, building design features, and operating characteristics of the project are suited to and compatible with the site and surrounding area;
6. The site has or will have adequate access to public streets and emergency ingress and egress points with adequate capacity to accommodate the quantity and type of traffic expected to be generated by the use; and
7. The establishment, maintenance, or operation of the proposed project will not, in the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity of the proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

~~17.62.060 – Modifications.~~

~~Modifications to approved plans and statements of detailed plans may be permitted in a PD district if a use permit is issued.~~

**Amend section 17.62.070 "final development plan" to read in its entirety as follows:**

17.62.070 – Final development plan.

A. Within two years of approval or conditional approval of the Planned Development district, and prior to construction of improvements and structures, the applicant shall file with the director a final development plan. At his/her discretion and for good cause, the director may extend the time for filing the final development plan for a period or periods not exceeding a total of three additional years.

B. The final development plan shall be based upon those items from Section 17.62.050 (Preliminary development plan) and shall provide detailed plans and descriptions addressing proposed division of land,

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the type, size, location and use of all buildings and improvements, preliminary elevations of structures, including residential buildings, grading and drainage improvement plans, and so on.

C. The director shall review the final development plan for substantial conformity to the approved preliminary development plan, and shall approve, conditionally approve or deny the final development plan. The Director shall notify the applicant of his/her decision within 60 days of filing. The decision of the Director

D. No land division may be undertaken and no construction begun within an area with an approved Planned Development district until a final development plan has been approved.

**Amend section 17.62.080 "Planned development district, operational date" to read in its entirety as follows:**

17.62.080 – Planned development district, operational date. The terms of an approved Planned Development district shall become operational only upon recordation of a final or parcel map implementing the planned development, or, where a final or parcel map is not part of the planned development, when the final use permit is approved or final development plan is approved by the Director, Planning Commission or Board of Supervisors as applicable.

**Amend section 17.62.090 "Modification of approved development plans" to read in its entirety as follows:**

17.62.090 - Modification of approved development plans.

A. Minor differences between approved development plans and construction plans may be allowed by the director.

B. Modifications to approved development plans (preliminary or final) such as changes in the size and position of buildings, the number, area or configuration of lots, landscape treatment, phasing, and the like, may be permitted if a use permit is issued in accordance with section 17.92.020.

C. Modifications such as substantial changes in proposed land uses, substantial increase or decrease in overall residential density, changes in the approved mandatory project features without a similar, equivalent feature, and similar changes may only be accomplished by amendment to the approved PD district through reapplication and submittal of a new preliminary development plan in conformance with section 17.92.080 and this chapter.

**Amend section 17.62.100 "Revocation of PD district zoning" to read in its entirety as follows:**

17.62.100 - Revocation of PD district zoning.

If a final development plan is not filed with the Director in the time specified in this chapter including any approved extension period, the Planning Commission and Board of Supervisors may remove the PD district zoning according to the procedure for county-initiated zone amendments in section 17.92.080.

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## SECTION 25

Chapter 17.64 Unclassified (U) District is amended as follows:

### **Amend section 17.64.020 "Permitted uses" to read in its entirety as follows:**

17.64.020 - Permitted uses. The following uses are permitted outright in the unclassified (U) district:

- A. One-family residence, except that in areas designated by the general plan as commercial (C), industrial (I) or mineral resource (M) residential uses shall be subject to the provisions of the zoning district most appropriate for the site as determined by the Director;
- B. All agricultural and timber management uses permitted without a use permit in the A-1, TL and TP districts, if the property is ten acres or smaller. If the parcel is larger than ten acres, the agricultural and timber uses permitted are those agricultural and timber uses permitted without a use permit in the EA, TL and TP districts;
- C. Any parcel designated for open space (N-O) in the general plan shall comply with the standards of the open space (OS) district as defined in Chapter 17.16;
- D. Any parcel designated as mixed use (MU) in the general plan shall comply with the standards of the mixed use (MU) district as defined in Chapter 17.54;
- E. Notwithstanding the provisions of Chapter 17.90 and Section 17.64.040, any mobile home lawfully installed without a foundation system prior to July 1, 1982, may be replaced within six months of its removal with another mobile home without a foundation system if all other requirements of law relating to the installation of mobile homes without a foundation system have been met.
- F. In areas where a one-family residence is allowed outright, the following related uses shall also be permitted:
  - 1. Supportive housing;
  - 2. Transitional housing;
  - 3. Small family day care home;
  - 4. One Accessory dwelling unit when the lot has a primary dwelling unit (see Section 17.88.132);

### **Amend section 17.64.025 "Uses requiring a zoning permit" to read in its entirety as follows:**

17.64.025 - Uses requiring a zoning permit. The following uses are permitted in the U district if they are accessory to a permitted one-family residence ~~or mobile home (and the mobile home has an approved administrative permit, unless the mobile home was legally installed before an administrative permit was required)~~, if a zoning permit is issued, and subject to the provisions of Sections 17.88.170 through 17.88.196:

- A. Home occupation with no customer vehicle trips;



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~~B. Senior citizen residence;~~

C. Guest house;

~~D. Servant's quarters;~~

E. Use of an existing residential structure that temporarily exceeds density limitations while constructing a replacement structure;

F. Outdoor auction of heavy equipment and trucks if the site is in a commercial (C) or industrial (I) general plan land use classification;

G. Seasonal sales of pumpkins and Christmas trees when conducted separately from a legally established use in a commercial (C) or mixed use (MU) general plan land use classification.

H. Second one-family residence subject to the provisions of Section 17.88.135.

**Amend section 17.64.030 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.64.030 - Uses requiring an administrative permit. The following uses are permitted in the U district if an administrative permit is issued, and subject to the provisions of Sections 17.88.200 through 17.88.325:

A. A mobile home, in lieu of a permitted one-family residence;

B. The following uses, if they are accessory to a permitted one-family residence or mobile home, ~~and the mobile home has an approved administrative permit, unless the mobile home was legally installed before an administrative permit was required:~~

1. Family care residence,

2. Home occupation with customer vehicle trips,

3. Small family day care home or Large family day care home,

4. Bed and breakfast guest facility,

~~5. Farm labor quarters,~~

~~6. In a commercial or industrial general plan land use designation, a one family residence may be permitted when part of and subordinate to the main building in which the industrial use exists, and the residence is inhabited by the owner or operator of the industrial use, or a paid caretaker or night watchman. The residence may be detached if the applicant demonstrates that there is a health or safety concern or an applicable fire or building code regulation which makes an attached residence infeasible. In the case of an industrial use that does not utilize permanent structures, a mobile home may be temporarily installed. The mobile home shall be removed when permanent structures are placed on the site or when the industrial use ceases.~~

**SECTION 26**

Chapter 17.78 Design Review (DR) District is amended as follows:

**Amend section 17.78.010 "Purpose" to read in its entirety as follows:**

17.78.010 - Purpose.

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A. The design review (DR) district is intended to be combined with any principal district for one or more of the following purposes:

1. To protect areas having unique environmental, physical, historical or scenic features;
2. To promote ~~development which~~ design and architectural features that are consistent with adopted community design guidelines for the area or general design review standards, as applicable ~~a variety of amenities and design features~~;
3. To encourage ~~creative~~ integrated approaches to the use of land and related physical development;
- ~~4. To obtain the advantages of coordinated, flexible, comprehensive, long-range planning;~~
- ~~45.~~ To ensure compatibility with surrounding land uses;
- ~~56.~~ To protect the public's health and safety.

B. The regulations of this district prevail over any conflicting regulation of any principal district with which this district is combined.

**Amend section 17.78.015 "Uses requiring an administrative permit" to read in its entirety as follows:**

17.78.015 - Uses requiring administrative permit. If a commercial use is conducted within ~~an existing~~ commercial building, and the use is permitted outright or with an administrative permit in the principal district, the use is permitted in the DR district if an administrative permit is issued. ~~Any new building, expansion of the floor area of an existing building, or conversion of a residence to a commercial use shall require a use permit.~~

**Amend section 17.78.020 "Uses requiring a use permit" to read in its entirety as follows:**

17.78.020 - Uses requiring use permit. The uses permitted ~~outright and those permitted~~ with a ~~zoning, administrative or~~ use permit in the principal district are permitted in the DR district if a use permit is issued. ~~, except as provided in Section 17.78.015.~~

**Amend section 17.78.030 "Site development standards" to read in its entirety as follows:**

17.78.030 - Site development standards.

- A. Site development standards in the design review (DR) district shall, in the aggregate, meet or exceed the standards prescribed by the regulations for the principal district.
- B. Each DR district shall be provided design review guidelines which direct the implementation of objectives for the district. In cases where there are no adopted ~~countywide or~~ community design guidelines for an area, the following general design review standards shall be met:
  1. A design theme is prepared and established which takes into account the relationship of the project to the surrounding area, including, but not limited to the proposed project's visual appeal and character, scale of development and sense of proportionality, building size and

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dimension, mix and pattern of color and architectural variation, lighting, signing and other physical relationships affecting appearance between various architectural styles found in and around the development;

2. Landscaping, consistent with the design theme, is provided which meets or exceeds the minimum standards in section 17.84.040 and provides shading over ~~fifty~~ thirty percent, or more, of parking and pedestrian areas within the project within ten years after completion of the project.

## SECTION 27

Chapter 17.83 Density Bonus is amended as follows:

**Amend section 17.83.010 "Purpose" to read in its entirety as follows:**

17.83.010 - Purpose. This chapter is intended to establish policies ~~which~~ that implement state housing law under California Government Code sections 65915 through 65918, to facilitate the development of affordable housing to serve families of moderate and less-than-moderate incomes ~~a variety of economic needs~~ within the county through density bonus and other incentives. ~~In order to encourage the provision for lower- and very low-income housing, the county shall provide to developers/property owners who agree to meet the requirements which are established by this chapter a density bonus and additional incentives if it is found that it is necessary for affordability, or provide other incentives of equivalent financial value.~~ The regulations set forth in this chapter shall apply countywide.

**Delete section 17.83.020 "Definitions" in its entirety.**

**Amend section 17.83.030 "Implementation" to read in its entirety as follows:**

17.83.030 - Implementation.

- A. Pursuant to Government Code Section 65915 and following, the County shall grant an applicant for a qualifying housing development who seeks a density bonus either (1) a density bonus, the amount of which shall be as specified in subdivision (f) of Government Code section 65915, or (2) a density bonus with one or more additional incentive(s) as described in subdivision (d) of Government Code section 65915, waivers or reductions in development standards, and/or reductions of parking ratios as described in subdivisions (e) and (p) of Government Code section 65915. In accordance with Government Code Section 65915, the board of supervisors shall grant either (1) a density bonus and an additional concession or incentive, unless determined unnecessary for affordability, or (2) provide an incentive of equivalent financial value. The increase in density must be at least twenty five percent over the maximum density authorized by the county general plan.
- B. As part of the approval process, a binding density bonus agreement between the County and the property owner, must be recorded with the County recorder, which agreement sets forth the conditions and terms to be met in the implementation of the density bonus law requirements and the requirements of this chapter. The agreement will also establish compliance standards and remedies available to the county should the developer/property owner fail to make or maintain

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the identified residential units accessible to the intended households for the term specified in the agreement. Unless otherwise provided, the agreement shall be recorded as a covenant on the property on which the designated affordable dwelling units will be constructed, which covenant shall run with the land. In accordance with Government Code Section 65915 the board of supervisors shall grant either (1) a density bonus and an additional concession or incentive, unless determined unnecessary for affordability, or (2) provide an incentive of equivalent financial value. The increase in density must be at least twenty-five percent over the maximum density authorized by the county general plan.

BC. To be eligible for a density bonus in accordance with this chapter, an applicant must agree to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this chapter, that will contain at five or more dwelling units and any one of the following: In order to qualify for this bonus, a housing project must consist of five or more dwelling units and meet one or more of the following criteria:

1. A minimum of Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code;

2. A minimum of Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code;

3. A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code;

4. Ten percent of the total dwelling units in a common interest development, as defined in Section 4100 of the Civil Code, for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase;

5. Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.

1. At least twenty percent of the total units allowed by the maximum permitted density are designated for lower income households as defined in Section 50079.5 of the Health and Safety Code; or

2. At least ten percent of the total units allowed by the maximum permitted density are designated for very low income households as defined in Section 50105 of the Health and Safety Code; or

3. At least fifty percent of the total units allowed by the maximum permitted density are designated for senior citizens.

C. To be eligible for a density bonus, the developer/property owner must sign a binding agreement with the county which sets forth the conditions and guidelines to be met in the implementation of the

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~~density bonus law requirements. The agreement will also establish specific compliance standards and remedies available to the county upon failure by the developer/property owner to make units accessible to intended households.~~

**Amend section 17.83.040 "Application" to read in its entirety as follows:**

17.83.040 - Application.

- A. ~~In order to~~ apply for a density bonus, the developer/property owner shall submit to the county a written proposal for a project pursuant to this chapter. If appropriate, the application shall be submitted in conjunction with a subdivision application or use permit application. Otherwise, the application shall ~~stand alone be submitted prior to application for a building permit.~~ The proposal shall ~~include at least the following information: specify the number, type, location, size of housing units, and a construction schedule.~~

1. Identification of the qualifying category and amount of density bonus requested in accordance with this chapter and Government Code section 65915 and following, and the total number of units proposed for the housing development, including the number of designated affordable units.
2. A description of the household income or special needs group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing costs consistent with U.S. Department of Housing and Urban Development ("HUD") Guidelines.
3. Adequate information to determine the project cost per unit of the proposed development, including but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the County.
4. The projected sales price or rental rates, and marketing plan for the affordable units.
5. The location, unit sizes (square feet), and number of bedrooms of the designated affordable dwelling units.
6. Proposed tenure of the use restrictions for designated affordable dwelling units as required by this section and Government Code Section 65915.
7. A schedule for completion and occupancy of the designated affordable dwelling units, which must be phased in in proportion to the rest of the development.
8. A description of the additional incentives or concessions, if any, being requested, with information supporting the premise that additional incentives or concessions are necessary to make the units affordable and the overall project viable.
9. Other provisions to ensure successful implementation and compliance with this section and Government Code Section 65915.

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- B. ~~The written proposal shall consist of adequate information to determine the project cost per unit of the proposed development. This will include, but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the county.~~
- C. ~~The county shall, within ninety days of receipt of a completed written proposal, notify the developer/property owner in writing of whether it shall:~~
  - 1. ~~Grant a density bonus; and~~
  - 2. ~~Grant additional concessions or incentives; or find that additional incentives are not necessary for affordability; or~~
  - 3. ~~Provide other incentives of equal financial value.~~

**Add section 17.83.045 "Processing a density bonus request" to read in its entirety as follows:**

17.83.045 - Processing a density bonus request. Once a complete proposal is received by the County, the following procedures shall be followed:

A. Permit requirement.

- 1. Where a density bonus request is part of a project that includes an application for a use permit or tentative or parcel map, the density bonus proposal along with the density bonus agreement shall be processed and considered by the Planning Commission concurrently with the use permit or map application in the manner prescribed for the use permit or map application. However, (1) the planning commission shall render its decision in the form of a written resolution, which shall include a recommendation to the board of supervisors for action on the application with the density bonus, the reasons for the recommendation, the relationship of the application to the general plan and any applicable specific plan, and findings as required by this section; (2) the Director of Resource Management shall cause a report of the Planning Commission's action to be filed with the Clerk of the Board within ten working days after the Planning Commission's decision; (3) upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for public hearing before it and shall consider the use permit or tentative or parcel map application along with the proposed density bonus in accordance with section 17.92.020(G) or 15.08.085 as applicable; (4) the board of supervisors may continue any hearing to a specific time, date, and place without further public notice; (5) The board of supervisors shall conduct a "de novo" review of the Planning Commission's decision and shall review the report of the Planning Commission's action and any additional relevant information that may have been received at the hearing before the board of supervisors; (6) the board of supervisors may, in its discretion, refer any application back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. The board of supervisors may also impose additional conditions; (7) following approval by the Board, the density bonus agreement shall be recorded with the County Recorder concurrently with the final or parcel map, or at the time the use permit is issued.
- 2. Where a request for a density bonus is a stand-alone request, the proposal shall be submitted to the Director, with all required fees. Once accepted as complete, the Director shall present the proposal to the Planning Commission whose decision shall be rendered in the form of a written resolution, which shall include findings as required by this section and a recommendation to the board of supervisors for action on the request. Upon receipt of the

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report of the Planning Commission's action, the board of supervisors shall set the matter for consideration before it. A noticed public hearing shall not be required for either the Planning Commission or the Board of Supervisors. The board of supervisors may, in its discretion, refer any request back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. Following approval by the Board, the density bonus agreement shall be recorded with the County Recorder.

B. Findings for approval. The approval of a density bonus and other incentives and concessions shall require that the review authority first make all the following findings:

1. The residential development will be consistent with the General Plan,
2. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities.
3. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this chapter and state housing law.
4. Remain affordable for the required time period.

**Amend section 17.83.050 "Additional incentives" to read in its entirety as follows:**

17.83.050 - Additional incentives or concessions.

An applicant for a density bonus may submit a request for specific incentives or concessions as listed, and may request a meeting with the County staff prior to submitting the development application. The Director shall grant an incentive or concession request that complies with the requirements of this section and state law, unless the Board of Supervisors states in writing, based on substantial evidence, the findings established in Government Code Section 65915(d)(1)(A), 65195(d)(1)(B), or 65915 (d)(1)(C). The following are allowed incentives or concessions that can be made for projects qualifying under this section:

A. Number of Incentives. The applicant shall receive other concessions or incentives, as listed in subsection B of this section, which significantly contribute to the economic feasibility of the qualifying development project. The number of concessions or incentives will be determined by Government Code Section 65915(d)(2).

B. Types of Incentives. Additional concessions or incentives which the County may provide include, but are not limited to any of the following, as established in Government Code Section 65915(k).

1. A reduction in site development standards or a modification of architectural design requirements that exceed the minimum State of California Building Standard pursuant to California Government Code Section 65915(k);
2. A modification of zoning ordinance or design standards requirements that result in identifiable cost reductions that exceed the minimum State of California Building Standards pursuant to California Government Code Section 65915(k), including but not



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limited to a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required;

3. Approval of mixed-use zoning in conjunction with the housing project, if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project; and
4. Any other incentive or concession proposed by the Developer or the County that results in an identifiable, financially sufficient, and actual cost reductions.

~~17.83.050 – Additional incentives. The county may grant additional concessions or incentives to the developer/property owner if it is found that the project with the proposed lower income units would not be feasible without the incentives. Such concessions could include:~~

- ~~A. A modification of development standards pertaining to building height, open space, lot size requirements, street access, off-street parking, landscaping, fencing, or off-site improvements;~~
- ~~B. Approval of mixed use zoning within the housing development, such as allowing nonresidential use along with residential. Such allowance shall only be permitted if it is consistent with the county general plan.~~

**Amend and rename section 17.83.060 "Requirements for participation" to read in its entirety as follows:**

17.83.060 - Density Bonus Agreement.

- A. Agreement Required. An applicant requesting a density bonus shall enter into a recordable density bonus agreement ("agreement") with the County in a form approved by the County Counsel. The executed agreement shall be recorded on the property designated for the construction of the designated affordable units. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.
- B. Project Information: The agreement shall include at least the following information about the project:
  1. Identification of the qualifying category and amount of density bonus requested in accordance with this chapter and Government Code section 65915 and following, and the total number of units proposed for the housing development, including the number of designated affordable units.
  2. A description of the household income or special needs group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing costs consistent with U.S. Department of Housing and Urban Development ("HUD") Guidelines.



3. Adequate information to determine the project cost per unit of the proposed development, including but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the County.
4. The projected sales price or rental rates, and marketing plan for the affordable units.
5. The location, unit sizes (square feet), and number of bedrooms of the designated affordable dwelling units.
6. Proposed tenure of the use restrictions for designated affordable dwelling units as required by this section and Government Code Section 65915.
7. A schedule for completion and occupancy of the designated affordable dwelling units, which must be phased in in proportion to the rest of the development.
8. A description of the additional incentives or concessions, if any, being requested, with information supporting the premise that additional incentives or concessions are necessary to make the units affordable and the overall project viable.
9. Other provisions to ensure successful implementation and compliance with this section and Government Code Section 65915.
10. A description of the additional incentives and concessions being provided by the County, if any.
11. A description of the compliance standards and remedies available to the county should the developer/property owner fail to make or maintain the identified residential units accessible to the intended households for the term specified in the agreement.
12. Other provisions to ensure successful implementation and compliance with this Section and Government Code Section 65915.
  - a. Minimum Requirements. The agreement shall provide, at a minimum, that:
    - 1) The Developer shall give the County the continuing right-of-first-refusal to lease or purchase any or all the designated low income or affordable dwelling units at the appraised value.
    - 2) The deeds to the designated affordable dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interest for designated low income or affordable dwelling units without the written approval of the County.
    - 3) When providing the written approval, the County shall confirm that the price (rent or sale) of the designated low income or affordable dwelling unit is consistent with the limits established for low and very low income households, as published by HUD.

- 4) The County shall have the authority to enter into other agreements with the developer, or purchasers of the designated low income or affordable dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households.
  - 5) Applicable deed restrictions, in the form satisfactory to the County Counsel, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in the County seeking any and all remedies available by law.
  - 6) In any action taken to enforce compliance with deed restrictions, the County Counsel shall, if compliance is ordered by a court of law, take all action that may be allowed by law to recover all of the County's costs of action including legal services.
  - 7) Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.
  - 8) The designated low income or affordable dwelling units that qualified the housing development for a density bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the requirements of Government Code Section 65915(c).
- b. For-sale housing conditions: In the case of for-sale housing developments, the agreement shall provide for the following conditions governing the initial sale and use of designated low income or affordable dwelling units during the applicable restriction period:
- 1) A requirement that designated affordable dwelling units shall be owner-occupied by eligible households, or by qualified residents in the case of senior housing.
  - 2) Provisions as the County may require ensuring continued compliance with maintaining low income or affordable dwelling units in compliance with this section and State law.
  - 3) Terms for future sales and recapture of any equity to ensure continued affordability of dwelling units for the requisite time period, as prescribed by Government Code Section 65915(c).
- c. Rental Housing Conditions: In the case of rental housing development, the agreement shall provide for the following conditions governing the use of designated low income or affordable dwelling units during the restriction period:
- 1) The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated affordable dwelling units for qualified tenants.

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- 2) Provisions requiring owners to annually verify to the County tenant incomes and maintain books and record to demonstrate compliance with this section.
- 3) Provisions requiring owners to submit an annual report to the County, which includes the name, address, and income of each person occupying the designated affordable dwelling units, and which identifies the number bedrooms in each dwelling and monthly rent or cost of each unit.
- 4) The applicable use restriction shall comply with the time limits for continued availability in compliance with this section and Government Code Section 65915(c).
- d. Execution of agreement: Following Board of Supervisors approval of the agreement and execution of the agreement by all parties, the completed agreement shall be recorded on the parcels designated for the low income or affordable dwelling units, at the County Recorder's Office.
- e. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.
- f. The agreement shall be binding on all future owners, developer and/or successors-in-interest.

## SECTION 28

Chapter 17.86 Off-street Parking and Loading Regulations is amended as follows:

**Amend section 17.86.030 "When required" to read in its entirety as follows:**

17.86.030 - When required. Every building or manufactured or mobile home hereafter installed, constructed, or enlarged, ~~or structurally altered~~, and every use of property hereafter inaugurated or expanded, shall be required to provide off-street parking and loading facilities, as specified by this chapter. The spaces shall be improved and installed prior to final building inspection or occupancy. When justified, a deferral of the required parking improvements may be approved, as set forth in the county development standards. All required off-street parking and loading spaces shall be maintained in good condition for the duration of the use that they are intended to serve.

**Amend section 17.86.060 "Compact car parking" to read in its entirety as follows:**

Compact vehicle parking may be provided at the following rate:

Total Parking Stalls	Maximum Compact Stalls
1 to 10 stalls	None

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11 to 30 spaces	<del>40</del> 15 percent of all spaces
31 to 100 spaces	<del>30</del> 35 percent of all spaces
101 or more spaces	30 spaces plus 40 percent of all spaces in excess of 100

**Amend subsection (A) "Parking requirements" of section 17.86.140 "Off-street parking standards" to read in its entirety as follows:**

**17.86.140 - Off-street parking standards.**

The following parking schedule applies in all zone districts. The required parking spaces are in addition to company operated vehicles. When computing the required number of off-street parking or loading spaces, a remaining fraction of one-half or more shall be deemed a whole unit of measurement; a remaining fraction of less than one-half will be disregarded.

**A. Parking requirements:**

Use	Off-street Parking Space Requirements
<u>Accessory dwelling unit</u>	<u>Refer to section 17.88.132</u>
Animal care facility	5 parking spaces per doctor.
Automobile service, including repair, body shop or service station	5 parking spaces exclusive of service bays, pumping areas, or auto storage areas.
Bowling alley	5 parking spaces for each bowling lane, plus 1 parking space for each 200 square feet of gross floor area devoted to accessory uses.
Business or trade school	1 parking space per 3 students, plus 1 space per employee.
Card room	1 parking space for each 2 seats in the play area, plus restaurant and bar parking.
Church, social hall, club, lodge, community center, theater, or other place of public assembly	1 parking space for each 4 seats in the principal seating area, or 1 parking space for every 40 square feet in the principal seating area, whichever is the greater, plus 1 passenger loading space.
Condominiums or townhouses	See "multifamily residences."
Convalescent hospital	1 parking space for each 3 beds.
Day care center	1 parking space for each 10 children, plus 2 other parking spaces, plus 1 passenger loading space.
<u>Large family day care home, large</u>	In addition to the required residential parking, 1 parking space, plus 1 passenger loading space.
<u>Emergency Shelters, Supportive and Transitional Housing serving seven or more residents</u>	<u>In addition to the required residential parking, one half (0.5) space for each bedroom housing a recipient of support services, rounded to the next highest whole number.</u>
Flea market	1 parking space for each 500 square feet of sales or display area, plus 1 per sales booth.

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Golf course	4 parking spaces per hole, plus required parking for accessory uses.
Guest house, <del>servant's quarters, or senior citizen residence</del>	1 space in addition to that required for the main residence.
Hotel, motel, boardinghouse, or bed and breakfast guest facility	1 parking space per guest room, plus 1 space per two employees, plus required parking for accessory uses.
Industry	1 parking space for each 1,000 square feet of manufacturing or warehousing area, or per employee, whichever is greater, plus 1 parking space for each 300 square feet of office area, plus 1 parking space for each 250 square feet of retail floor area, if retail sales are allowed.
Medical offices and clinic	1 parking space for each 250 square feet of gross floor area.
Mobile <u>or manufactured</u> home park	2 parking spaces per unit (tandem parking permitted), plus 1 guest parking space for each 4 units, plus 1 recreational vehicle parking space for each 5 units. <u>For mobile or manufactured home parks restricted to seniors only, 1 parking space per unit.</u>
Mortuary	1 parking space for each 4 seats in the principal seating area, plus 3 parking spaces; or 1 parking space for each 45 square feet in the principal seating area, whichever is the greater.
Motel	See "hotel."
Multifamily or group residence, condominiums or townhouses	1.5 parking spaces per <del>one-bedroom or studio</del> unit; <del>2 parking spaces per unit for two or more bedroom units</del> ; plus 1 guest parking space for each 5 units, plus 1 recreational vehicle parking space for each 10 units.* <u>Where such units are restricted to seniors only, or are developed at 20 or more units per acre and at least 20 percent of the units are restricted for affordable housing, 1 space per unit, plus guest and RV parking* as indicated above.</u>  <u>*Note: On-site RV parking spaces may be waived by the Director where there is an enforceable, binding prohibition against parking RVs on site.</u>
One-family or two-family residence	2 parking spaces per dwelling unit.
Personal services	1 parking space for each 200 square feet of gross floor area.
Professional office, including bank and other financial institution	1 parking space for each 300 square feet of gross floor area.
Research and development	1 parking space per 2 employees.
Residential facility for the elderly	½ parking space per unit, in addition to parking for other types of residences.
Restaurant (standard) or bar	1 parking space for each 250 square feet of gross floor area or 1 space for every 4 seats based upon the capacity of the fixed or movable seating area, whichever is greater.

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Restaurant (fast food)	1 parking space for each 50 square feet of gross floor area.
Retail:	
a. Enclosed — general retail	1 parking space for each 200 square feet of gross floor area.
b. Shopping center	1 parking space for each 275 square feet of gross floor area.
c. Enclosed — furniture, large appliance, carpet, piano, auto showroom or similar uses	1 parking space for each 500 square feet of retail floor area.
d. Open lot, including auto, boat, recreation vehicle and mobile home (does not include flea market or similar uses)	1 parking space for each 5000 square feet, not to exceed 5 spaces, plus 1 space for each 2 employees.
School:	
a. Grades K — 8	1 parking space per employee, plus 10 spaces.
b. Grades 9 — 12	1 parking space per 5 students, plus 1 space per 2 employees.
<del>Senior citizen residence</del>	<del>1 parking space per residence.</del>
<del>Convalescent hospital</del> <del>Skilled nursing/intermediate care facility</del>	1 parking space for each 3 beds.

**SECTION 29**

Chapter 17.88 Special Uses is amended as follows:

**Amend Article I Uses Permitted in All Districts as follows:**

**Amend section 17.88.060 "Agricultural accessory building" to read in its entirety as follows:**

17.88.060 - Agricultural accessory building. Agricultural accessory buildings, as defined in 17.02.105, are permitted ~~uses when accessory to a full-time or part-time agricultural use~~, provided the ~~size of the~~ property on which the building~~(s)~~ is to be located is within a zone district that allows agricultural use by right, and the parcel meets the minimum acreage requirements for the zone district. ~~full-time agricultural operations, as described in columns 1, 2 and 4 of Table 17.06.060.~~

**Amend section 17.88.070 "Assemblage of people" to read in its entirety as follows:**

17.88.070 - Assemblage of people. Except in R-1, R-2, R-3, RM and MHP districts, circuses, carnivals, open air theaters, race tracks, boat races or similar uses involving temporary or intermittent assemblages of people, automobiles or boats, and that do not involve permanent structural improvements, may be permitted if an administrative use permit is issued in each case ~~(not including fraternal or service groups )~~, and it is determined that the proposal will not adversely impact surrounding properties.

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**Amend Article II Uses Permitted with a Residence or in Selected Residential Districts as follows:**

**Amend section 17.88.120 "Generally" to read in its entirety as follows:**

17.88.120 - Generally. There are certain land uses which, because of their characteristics, are permitted in residential areas, provided they meet appropriate standards. The uses described in this article may be permitted in conjunction with residential uses, subject to the criteria and limitations specified herein.

**Delete subsection (B) Definitions and renumber subsections (C), (D), (E), and (F) of section 17.88.132 "Accessory dwelling units."**

**Renumber and amend subsection (C) "Applicability" of section 17.88.132 "Accessory dwelling units" to read in its entirety as follows:**

~~CB.~~ Applicability. Subject to all applicable provisions of this section, An aAccessory dwelling unit may be established in any zone district which permits a one-family residence by right, and in the Mixed Use (MU) district provided that all required permits have been secured for the one-family residence. ~~subject to all applicable provisions of this section.~~

**Renumber subsection (D) "General Provisions" and amend subsection 1(a) of section 17.88.132 "Accessory dwelling units" to read in its entirety as follows:**

~~DC.~~ General Provisions. If the provisions of this section conflict with other provisions of the County Code, the provisions of this section shall govern. The following general provisions shall apply to Accessory Dwelling Units:

1. Number of Units. There shall be no more than one accessory dwelling unit per legal lot.

a) An accessory dwelling unit shall not be permitted on lots which have a guest house, ~~senior citizen residence, servant's quarters, or a~~ family care residence ~~or a second one family residence.~~

**Amend subsection (A) of section 17.88.140 "Residential accessory buildings" to read in its entirety as follows:**

17.88.140 - Residential accessory buildings.

A. Residential accessory buildings are buildings which are subordinate to and commonly associated with a residence, including, but not limited to: private garages, carports, covered awnings, greenhouses, and private storage buildings. As used in this section, residential accessory buildings include the terms "residential accessory structure" and "accessory structure." This section does not apply to family care residences, accessory dwelling units, senior citizen residences, guest houses, servant's quarters, or any other buildings permitted and approved for human occupancy, or to agricultural buildings as ~~defined in Section 17.02.105~~ permitted by section 17.88.060.

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**Delete section 17.88.180 "Senior citizen residence" in its entirety.**

**Delete section 17.88.190 "Servant's quarters" in its entirety.**

**Amend section 17.88.205 "Home occupation with customer vehicle trips" to read in its entirety as follows:**

17.88.205 - Home occupation with customer vehicle trips. A home occupation with customer vehicle trips may be established on a lot, in addition to a permitted residential use, provided the home occupation meets all criteria of subsections A through E of Section 17.88.175, and customer vehicle trips do not exceed the following:

- A. If the lot is one acre or less in size, up to ~~four~~six customer vehicle trips may be permitted daily;
- B. If the lot is larger than one acre in size, up to ~~eight~~ten customer vehicle trips may be permitted daily.

**Amend section 17.88.215 "Large family day care home" to read in its entirety as follows:**

17.88.215 - Large family day care home. A large family day care home may be established on a lot, in addition to a permitted residential use if an administrative permit is issued, and provided:

- A. The maximum number of children or adults at any time shall be ~~twelve~~fourteen (14). This includes the licensee's children and assistant's children under the age of ten and all other children under the age of eighteen;
- B. It may be located in a one-family residence ~~or mobile home~~;
- C. It shall not be located within five hundred feet driving distance of another large family day care home;
- D. No signs are permitted;
- E. All fire safety requirements shall be met, including a fire safety clearance by the State Fire Marshal;
- F. A parking and loading area shall be provided, as specified in Chapter 17.86, except the loading area may be located in a front or side yard that typically is used as a driveway that leads to a garage or parking area. The parking and loading area shall be improved with at least four inches of gravel or cinders;
- G. It shall have frontage on, and access off of, a ~~paved~~ road that meets all applicable standards. Roads that are constructed for this project shall meet adopted county standards. Existing paved roads, including public roads, shall meet all safety and capacity criteria. If determined to be deficient, improvements to the road may be required.

**Delete section 17.88.220 "Mobile homes in an unclassified district" in its entirety.**

**Delete section 17.88.235 "Farm labor quarters" in its entirety.**



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**Amend Article III Other Special Uses as follows:**

**Add section 17.88.275 "Emergency shelters" to read in its entirety as follows:**

17.88.275 Emergency shelters. Emergency shelters are permitted outright in the Commercial-Light Industrial (CM) district and shall comply with all objective standards identified in Government Code Section 65583 (a) ((4), and the Shasta County Code, that include, but may not be limited to the following:

1. Off-street parking as provided under Section 17.86 of this Code.
2. Shall not be located closer than three hundred (300) feet of any other emergency shelter, unless such other emergency shelter is located within the same building or on the same lot.
3. There shall be adequate receiving and reception space inside the structure such that prospective and current residents are not required to wait on sidewalks or any other public rights-of-way.
4. There shall be a gated and fenced outdoor area.
5. Lighting shall be provided for appropriate surveillance subject to approval of the Sherriff's Department, and provided that such light does not cause light or glare on adjacent properties and uses.
6. A management plan is required for all emergency shelters to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and approved by the Director prior to establishing the emergency shelter. Minimum standards and practices in the plan shall be as follows:
  - a. The Emergency Shelter shall be operated by a responsible agency or organization, with experience in managing or providing social services.
  - b. The Emergency Shelter shall have an identified administrator and representative to address community concerns.
  - c. The Emergency Shelter shall provide at least one responsible onsite supervisor at all times for every ten occupants.
  - d. Residents shall be regularly evaluated by persons experienced in emergency shelter placement and/or management.
  - e. The program shall identify a transportation system that will provide its clients with a reasonable level of mobility including, but not limited to, access to social services and employment opportunities.
  - f. First aid and CPR assistance, training, counseling, and personal services essential to enable homeless persons to make the transition to permanent housing shall be

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provided. Services may include providing meals, as incidental to the operation of an Emergency Shelter.

g. Referral services shall be provided to assist residents in obtaining permanent housing and income. Such services shall be available at no cost to residents of a shelter.

h. Emergency Shelters shall be maintained in a safe and clean manner and free from refuse or discarded goods.

**Amend section 17.88.280 "Storage of mobile homes, recreational vehicles, sea vans, cargo containers or truck trailers" as follows:**

17.88.280 - Storage of mobile and manufactured homes, recreational vehicles, sea vans, cargo containers or truck trailers.

A. A mobile or manufactured home shall not be placed on a lot until a mobile or manufactured home installation permit is issued. A mobile or manufactured home shall not be stored on a lot, unless the lot is a legally established commercial storage yard or a mobile or manufactured home sales lot.

## **SECTION 30**

Chapter 17.92 Applications and Procedures is amended as follows:

**Amend subsection (F) of section 17.92.020 "Use permits" to read in its entirety as follows:**

17.92.020 - Use permits.

F. Except as provided in subsection (G) of this section, ~~The~~ the planning commission may approve, conditionally approve or deny approval of the application by resolution. A resolution approving a use permit application shall clearly describe the uses permitted, set forth all conditions of approval, and identify which conditions, if any, must be met prior to use of the use permit. No use permit shall be granted unless findings of fact are made that the establishment, maintenance or operation of the use, building or facilities applied for will not, under the circumstances of the particular use, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the county; provided, if any proposed use, building or facility is necessary for the public health, safety or general welfare, the findings shall so state. The planning commission may require security it deems reasonably necessary to ensure compliance with any conditions imposed.

**Add subsection (G) of section 17.92.020 "Use permits" to read in its entirety as follows:**

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G. Where a use permit approval requires or is accompanied by an application to amend the zoning plan or the general plan, (1) the planning commission shall render its decision in the form of a written resolution, which shall include a recommendation to the board of supervisors for action on the application, the reasons for the recommendation, and the relationship of the application to the general plan and any applicable specific plan. A recommendation to approve a use permit application shall clearly describe the uses permitted, set forth all conditions of approval, and identify which conditions, if any, must be met prior to use of the use permit; (2) The Director of Resource Management shall cause a report of the Planning Commission's action to be filed with the Clerk of the Board within ten working days after the Planning Commission's decision; (3) Upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for public hearing before it and shall consider the use permit application along with the proposed amendment(s) to the zoning plan or the general plan in accordance with section 17.92.080. The board of supervisors may continue any hearing to a specific time, date, and place without further public notice; (4) The board of supervisors shall conduct a "de novo" review of the Planning Commission's decision and shall review the report of the Planning Commission's action and any additional relevant information that may have been received at the hearing before the board of supervisors; (5) The board of supervisors may, in its discretion, refer any application back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. The board of supervisors may also impose additional conditions.

**Renumber subsections (G), (H), (I), and (J) of section 17.92.020 "Use permits" as follows:**

- ~~GH~~. The granting of any use permit may be conditioned upon the dedication of land or the posting of a bond to guarantee the installation of public improvements, provided the dedication or public improvements are reasonably related to the use for which the use permit is granted. Every use permit granted under this section is revocable. Any use permit granted under this section may be limited by the B.A.R. or planning commission to a term set when the use permit is granted. The establishment, maintenance or operation of any use under this section shall cease at the end of the term, if any, of the use permit. No use permit granted under this section may be renewed, but a new use permit may be granted upon terms and conditions appropriate at the time of such grant.
- ~~H~~. After the time for filing an appeal has expired, or if an appeal is timely filed, after the decision on the appeal, the director of resource management shall mail or deliver to the applicant or his agent a copy of the executed resolution on the decision. A resolution approving or affirming the approval of or reversing the disapproval of a use permit application shall constitute the use permit and shall permit the applicant to engage in the use or undertake the activity described, provided any precedent conditions imposed under subsection E of this section or on appeal have first been met.
- ~~I~~. No building permit or mobile home installation permit for which a use permit is required shall be issued until the time to appeal approval of the use permit has expired, or in case of appeal, until the approval has been affirmed or the disapproval has been reversed by the board of supervisors.

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- JK. Any use permit, including the term of the permit and conditions of approval, may be amended upon a showing of good cause by any interested party or by the planning commission on its own motion. The provisions of subsections A through F of this section shall apply to any amendments proposed by an interested person. The provisions of subsections C through F of this section shall apply to any amendment initiated by the planning commission. (Ord. 95-3 § 97, 1995; prior code § 5.05.020)

**Add section 17.92.025 "Use permits - modification" to read in its entirety as follows:**

17.92.025 Use permits – modification. As provided in this section, upon application by the permit holder, an approved use permit or its conditions of approval, may be modified if the approving agency finds there are changes in circumstances that justify the modifications.

A. Minor modification. A minor modification to an approved use permit may be approved by the Director if the proposed modification meets all of the following criteria:

1. The modification complies with all existing conditions of approval and does not trigger the need for any new or amended conditions of approval.
2. Any separate approvals or permits, such as a building permit, grading permit or encroachment permit are obtained.
3. The modification is compatible with existing approved uses and reasonably fits within the scope and scale of the approved use(s).
4. The modification does not introduce new, unanalyzed environmental effects (dust, noise, light, traffic, etc.) or would be of greater land use intensity than the approved use(s).
5. The modification does not add to the existing overall floor area of approved structures, through additions or new structures, by more than fifteen (15) percent.
6. Any added new uses to an existing Use Permit are allowed by right in the zone district, and the new uses are compatible with the existing approved uses and can be accommodated on the site in accordance with section 17.94.040.

Exceptions to the listed criteria may be approved by the Director with a recommendation from the staff planner and the planning manager. Any decision of the Director may be appealed to the Planning Commission in accordance with section 17.92.050(G).

B. Amendment. An amendment to an approved use permit shall be required and referred to the approving agency (Planning Commission or Board of Supervisors, as applicable) if any of the following apply:

1. The proposed changes would not comply with one or more of the existing conditions of approval, or triggers the need for new or revised conditions of approval.

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2. The proposed changes would introduce new, unanalyzed environmental effects (dust, noise, light, traffic, etc.) or would be of greater land use intensity than the approved use(s).

3. The proposed changes would add new uses that otherwise require a zone permit, administrative permit or use permit in the particular zone district.

A use permit amendment shall be processed in the same manner as a use permit in accordance with sections 17.92.020 through 17.92.040 inclusive, but the hearing before the approving agency shall be confined to consideration of and action on the proposed modifications or amendment and related conditions of approval as may be appropriate.

## SECTION 31

Chapter 17.94 Administration and Enforcement is amended as follows:

**Amend section 17.94.030 "Zone district land use interpretation" to read in its entirety as follows:**

17.94.030 ~~— Determination of similar use; Zoning plan interpretation; Zone district II and use verification~~interpretation.

A. Determination of similar use. Any land owner may submit an application for a determination of similar use on his/her property, along with all applicable fees. Where a proposed land use is not specifically listed by the applicable zone district within which the property proposed for the use is located, the director of resource management may determine that the proposed use is- ~~may be permitted~~a permitted use, or the use is permitted if a use permit is first secured, if the following findings are made:

1. The proposed unlisted use is similar in character and impact to a listed use; and
2. The proposed use will be treated in the same manner as the listed use including determining where it is allowed, what permits are required, and what standards affect its establishment.

The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.

B. Zoning plan interpretation. Any member of the public may submit a written request for interpretation of the zoning plan. The request shall be submitted to the Director in the form of a letter, or on a form prescribed by the Director, and shall include reference to the sections of the zoning plan that are the subject of the request, along with an explanation of the circumstances leading to the request, and any other relevant information the applicant would like to be considered, along with all applicable fees. The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.

C. Land use verification. Any land owner may submit a written request for verification of the status of an existing land use, or the land uses that would be permitted on his/her property, or any

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similar verification. The request shall be submitted to the Director in the form of a letter, or on a form prescribed by the Director, and shall include a description of the particular land use of concern, the circumstances related to the land use, such as any permit or other entitlement approved for the subject land use or the property, and any other relevant information the applicant would like to be considered, along with all applicable fees. The Director shall reply, in writing, within 30-days of receiving the request, or at such other time as agreed to by the parties.

~~BD. The decision of Appeal.~~ Any Determination, interpretation, or verification made in writing by the director of resource management may be appealed to the planning commission in accordance with subsection C of Section 17.94.060.

**Amend section 17.94.040 "Combining uses" to read in its entirety as follows:**

17.94.040 - Combining uses.

- A. More than one permitted use may be permitted on one lot in any zone district, provided there is no conflict between the uses, and further provided that ~~the any~~ applicable permits, including permits for a change of occupancy, are secured and all zone requirements and county development standards are met. ~~Each use must meet the lot area requirements without using the lot area requirements of another use.~~
- B. On lots for which a use permit has been approved, ~~the only uses allowed are those specifically described by the use permit.~~ additional uses permitted outright in the particular zone district may be allowed outright provided the criteria in subsection (A) are met. Additional uses requiring a zoning permit, administrative permit or use permit may be added through minor modification or amendment to the existing use permit in accordance with section 17.92.025.

**Amend subsection (C) "Enforcement authority" of section 17.94.060 "Administrative enforcement" to read in its entirety as follows:**

17.94.060 - Administrative enforcement.

**C. Enforcement Authority.**

1. The ~~planning d~~Director (or designee) is the enforcing officer for the provisions of this title. The Shasta County Sheriff (or designee) may also serve concurrently as an enforcing officer for the provisions of this title with the approval of the Shasta County Sheriff and the ~~planning d~~Director. Nothing in this provision shall be construed to limit the authority provided to the Shasta County Sheriff by state or federal law.
2. Any administrative decision of the ~~d~~Director ~~of resource management~~ regarding the interpretation of the provisions of this title or any condition of approval imposed pursuant to this division shall be made in writing whenever requested by any person, in writing, interested in the interpretation. The written interpretation shall be delivered personally or by mail to that person.
3. The director's decision may be appealed to the planning commission within ten days of the date of hand delivery or mailing of the decision by filing a written appeal with the planning

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department. The appeal shall specifically set forth the grounds upon which it is based. The commission shall hear the appeal and the appellant shall be given a reasonable opportunity to be heard and to present evidence at the hearing. The commission shall render its decision in writing to the ~~d~~Director ~~of resource management~~ and shall concurrently mail a copy of its decision to the appellant. A public hearing is not required for any appeal heard under this subsection. Pendency of an appeal under this subsection shall not affect the filing of any legal action or pursuit of any other remedy to enforce the provisions of this title or any condition imposed pursuant to this title.

## SECTION 32

Chapter 17.100 Reasonable Accommodation is added as follows:

**Add Chapter 17.100 "Reasonable Accommodation" to read in its entirety as follows:**

### 17.100

#### REASONABLE ACCOMMODATION

##### Sections:

<u>17.100.010</u>	<u>Purpose</u>
<u>17.100.020</u>	<u>Applicability</u>
<u>17.100.030</u>	<u>Application</u>
<u>17.100.040</u>	<u>Approval authority</u>
<u>17.100.050</u>	<u>Grounds for approving accommodation</u>
<u>17.100.060</u>	<u>Appeals</u>

17.100 010 Purpose. The purpose of this chapter is to establish reasonable and necessary standards and procedures, pursuant to the Federal Fair Housing Amendments Act of 1988 and California Fair Employment and Housing Act, Gov. Code Section 12901 (the Acts) and following, for the County of Shasta to provide people with disabilities reasonable accommodation from the various land use, zoning and building laws, rules, policies, practices and procedures of the County that may be necessary to ensure equal access to housing.

17.100.020 Applicability. In order to make specific housing available to an individual with a disability, a disabled person or their authorized representative may request reasonable accommodation relating to the various land use, zoning, and building laws, rules, policies, practices and procedures of the County. A request may be filed at any time that the accommodation may be necessary to ensure equal access to housing. If the project for which the request is being made also requires some other planning or building permit or approval, then the applicant shall file the request together with the application for such permit or approval.

17.100.030 Application. All requests for reasonable accommodation shall include the following information:

1. Assessor's Parcel Number and physical address of the property for which the request is being made;

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2. The current actual use of the property;
3. The code provision, regulation or policy from which accommodation is being requested;
4. The basis for the claim (including documentation) that the individual is considered disabled under the state and federal fair housing acts and why the accommodation is necessary to make the specific housing available to the individual;
5. Plans showing the details of the proposed use to be made of the land or building, and any other pertinent supporting documentation as required by the Planning Department.

17.100.040 Approval authority. The Director, or his/her designee, shall have the authority to consider and act on a request for reasonable accommodation. When a request for reasonable accommodation is filed with the County, it will be referred to the Director for review and consideration. The Director shall issue a written decision within thirty (30) days of the date of receipt of a completed application and may (1) approve the accommodation request, (2) approve the accommodation request subject to specified nondiscriminatory conditions, or (3) deny the request. All written decisions shall give notice of the right to appeal and the right to request reasonable accommodation on the appeals process, if necessary. The notice of decision shall be sent to the applicant or any other person requesting notice by certified mail, return receipt requested.

If necessary to reach a determination on the request for reasonable accommodation, the Director or designee may request further information from the applicant consistent with this chapter, specifying what additional information is required. In the event a request for further information is made, the thirty (30) day period to issue a written determination shall be stayed until the applicant responds to the request. Additional information shall not be requested solely as a means to postpone the timeline for a decision. Accommodation approval shall not have any force and effect until the applicant acknowledges receipt thereof and agrees in writing to each and every term and condition thereof.

17.100.050 Grounds for approving accommodation. In making a determination regarding the reasonableness of a requested accommodation, the following factors shall be considered:

1. Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual protected under the Acts.
2. Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Acts.
3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the County.
4. Whether the requested accommodation will require a fundamental alteration to the zoning or building laws, policies or procedures of the County.
5. Physical attributes of the property and structures.



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6. Alternative reasonable accommodations which may provide an equivalent level of benefit.

17.100.060 Appeals. Within thirty (30) days of the date the Director issues a written decision, the applicant requesting the accommodation may appeal an adverse determination or any conditions or limitations imposed in the written determination. Any other interested person not satisfied with the decision of the Director, may file an appeal within seven (7) calendar days of the date on which the decision being appealed was rendered. All appeals shall contain a statement of the grounds for the appeal. Appeals shall be to the Board of Supervisors who shall consider the matter and render a determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed. Following the filing of an appeal, the Board of Supervisors shall hold a public hearing on the matter. All determinations on an appeal shall address and be based upon the same findings required to be made in the original determination from which the appeal is taken.

**SECTION 33**

The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15060(c)(2). The proposed amendments to the Zoning Plan do not deviate substantially from existing regulations and would not result in a physical change to the environment, or cause new environmental effects and on that basis adoption of the ordinance is exempt from CEQA.

**SECTION 34**

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

**SECTION 35**

This ordinance shall take effect and be in full force and effect 30 days after its passage. The Clerk shall cause this ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

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

**DRAFT**

## SHASTA COUNTY PLANNING COMMISSION MEETING

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### MINUTES

#### Meeting

Date: June 14, 2018  
Time: 1:00 p.m.  
Place: Shasta County Administration Center  
Board of Supervisors' Chambers

### Flag Salute

### ROLL CALL

#### Commissioners

##### Present:

Tim MacLean	District 2
Jim Chapin	District 1
Steven Kerns	District 3
Roy Ramsey	District 4
Patrick Wallner	District 5

##### Staff Present:

Richard W. Simon, Director of Resource Management  
James Ross, Assistant County Counsel  
Kim Hunter, Planning Division Manager  
Lisa Lozier, Senior Planner  
Lio Salazar, Senior Planner  
Luis Topete, Associate Planner  
Brent Albrecht, Assistant Planner  
Ken Henderson, Environmental Health Division  
Jimmy Zanolli, Shasta County Fire Marshal  
Charleen Beard, Public Works/Associate Engineer  
Jessica Cunningham-Pappas, Staff Services Analyst II/Recording Secretary

##### Note:

**All unanimous actions reflect a 5-0 vote.**

**PUBLIC COMMENT PERIOD - OPEN TIME:** No Speakers.

### R1:

#### APPROVAL OF MINUTES:

By motion made, seconded (Wallner/Kerns) and carried unanimously, the Planning Commission approved the Minutes of May 10, 2018, as submitted.

**CONFLICT OF INTEREST DECLARATIONS:** Commissioner Kerns declared his abstention to Items R4 & R5 due to a conflict of interest.

### PUBLIC HEARINGS:

**Ex-parte Communications Disclosures:** None.

## PLANNING COMMISSION MEETING MINUTES

**June 14, 2018**

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**R2: Variance 18-0001 (Mall) continued from May 10, 2018:** The applicant has requested approval of a variance to construct a 21-foot-wide by 27-foot-long and approximately 9-foot tall metal car shade/trellis. Applicant: Jeffrey E. Mall; Assessor's Parcel Number(s): 204-530-007-000; Project Location: South Central Region west of Redding and south of State Route 299, on a 3.81-acre parcel approximately 0.4 miles north of Lower Springs Road (10080 Tilton Mine Road). The structure being proposed is within the minimum 30-foot setback, which also requires an exception to the Shasta County Fire Safety Standards. Supervisor District: 2; Recommended Environmental Determination: Categorically Exempt; Planner: Luis Topete, Associate Planner. 4/5 Vote.

Associate Planner Luis Topete presented the staff report. He noted the project's continuation from the May 10<sup>th</sup> Planning Commission meeting, to bring back findings for a fire exception (#18-18) to the Commission and that the Fire Warden had recommended approval of an exception, subject to conditions as set forth in the exception.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Chapin/Ramsey) and carried unanimously, the Planning Commission adopted a resolution to: a) find the project Categorically Exempt from the California Environmental Quality Act (CEQA) under Section 15303 (Class 3) which exempts new construction of small structures, and Section 15305 (Class 5) which exempts setback variances; b) adopt the recommended findings listed in the attached resolution; and c) approve Variance 18-0001 subject to the conditions listed in the resolution; and d) make the findings for an exception to Section 6.51 of the Shasta County Fire Safety Standards for building setbacks; and e) approve Shasta County Fire Safety Setback Exception #18-18, subject to the conditions as set forth in the exception.

**Ex-parte Communications Disclosures:** None.

**R3 Zone Amendment 17-004 (Short-Term Rentals):** Associate Planner Luis Topete provided a staff presentation summarizing the proposed changes to short-term rentals in unincorporated Shasta County. Mr. Topete noted that short-term rentals are not currently recognized by the zoning ordinance as a permitted use, however, they exist throughout Shasta County and transient occupancy tax (TOT) has been collected for short-term rentals for years. He affirmed valid concerns exist regarding potential impacts of short-term rentals on the residential character of established neighborhoods and summarized the background, public outreach and marketing analysis that had been done to obtain public input. Mr. Topete summarized issues and comments received from the public and the draft ordinance. He noted that Planning staff recommended continuing the hearing to a later date for the Department to adequately address potential concerns within the draft ordinance that may conflict with standing case law.

Commissioner Chapin asked whether a short-term rental permit would need to be applied for once and inquired about the cost. Mr. Topete confirmed a permit would be applied for once. Director Rick Simon noted the application fee for a zoning permit was in the hundreds and recommended consideration that the permit be renewed and not transferable to a new owner.

Chairman MacLean opened the public hearing.

## PLANNING COMMISSION MEETING MINUTES

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**Speaker's Name**

**Comments/Concerns/Questions**

Stephen Albaugh

Mr. Albaugh expressed concern over a 'one size fits all' approach to the draft ordinance. He noted the draft ordinance appeared to be drafted for residential neighborhoods and that he would be required to notify 23 adjoining property owners, none of whom were within a ¼ mile distance of his short-term rental. He voiced concern over Item 10 which precluded use of a rental property for special events. Mr. Albaugh requested consideration for rural properties to be addressed in the ordinance and an expedited permit process for rentals not residing within a residential area. Commissioner Kerns asked how many guests could be accommodated at Mr. Albaugh's rental. Mr. Albaugh noted there was room for eight. Commissioner Chapin asked whether the rental was used for special events or enjoyment of the ranch. Mr. Albaugh stated to enjoy the ranch, however, he noted the potential for agritourism.

Niki Manning

Ms. Manning stated she has lived in Lakehead for 31 years on Lakeview Drive. Fifteen letters of complaint from residents regarding vacation rentals on Lakeview Drive were submitted to the Department in April 2007. Ms. Manning discussed the conversion of a garage and carport on property fronting hers. She expressed concerns about permits for these conversions and lack of code enforcement follow-up. She voiced concern over the number of people and cars at the property, indicating cars exceeded ten and people exceeded 35 at the rental. Ms. Manning referenced the draft ordinance's intent for compatibility with surrounding residential uses and requested clarification between types of rentals (residential neighborhoods versus rural and occupancy requirements of the ordinance). She requested a building inspector check the garage conversion for the rental property described.

Betty Bryant

Ms. Bryant shared photos of cars parked in front of one of the rentals. She discussed concerns about noise and dogs left in rental units while renters visited the lake. She requested clarification on monitoring of short-term rentals that did not comply with the ordinance. Ms. Bryant requested the ordinance address trash left in the street for months at a time in the winter.

David Miller

Mr. Miller expressed his disappointment the ordinance did not include feedback given by businesses. He stated short-term rentals are not held to the same standard his business is

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**June 14, 2018**

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(health, water, & fire requirements). Commissioner Kerns asked for clarification of Mr. Miller's concern and for his opinion on the ordinance. Mr. Miller requested fairness in competition when he was required to have licenses and testing for his Inn but affirmed the proposed ordinance was a good step in the right direction.

Harold Jones

Mr. Jones stated he was the resort owner of Sugarloaf Cottages. He stated that vacation rentals are running a business and he requested fairness in vacation rentals playing by the same rules he must abide by. Mr. Jones stated he is required to obtain a housing and pool permit annually.

Scott Swendiman

Mr. Swendiman noted one of his rental properties is located on Airport Road. He questioned noise pollution requirements of the ordinance for his rental located in the flightpath near the airport. He asked if noise pollution was determined on a case by case basis and whether agritourism was being considered. Mr. Swendiman inquired about the freedom of use allowed to rental properties and asked about the non-permitted use of a second dwelling.

Kristine McInnes

Ms. McInnes stated she manages a vacation rental in Viola and that she currently follows most of the rules of the draft ordinance. Ms. McInnes requested clarification on advertising requirements of posting the TOT tax number and zoning permit number. She mentioned she was unsure when house policies were received by guests when reserved on host websites and requested clarification on when house policies are required to be received.

Theresa Bloomquist

Ms. Bloomquist stated she was from Lakehead and informed the Planning Commission Lakeview Drive in Lakehead was a residential street. She asked for clarification on the legality of a hosting a wedding on a 20-acre property.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

Commissioners Chapin and Kerns requested the short-term rental ordinance address the differences in residential versus rural situations. Commissioner Wallner expressed his appreciation to staff and input from speakers and noted code enforcement for short-term rentals would likely be handled by the Building Division. Planning Division Manager Kim Hunter recommended continuation of the item to a date uncertain.

Ms. Hunter addressed questions from the public hearing, including: concerns of one size fits all, dogs left in rentals, monitoring, the difference between accessory dwelling units and second dwellings, and TOT & permitting information on advertising. Mr. Simon noted the difficulty of imposing

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commercial standards to a residence, however, he affirmed some jurisdictions have adopted thresholds for days a residence is rented which identify the rental as a commercial endeavor. He asked whether the Commission was interested in what other jurisdictions have done in establishing a threshold. Commissioners Ramsey and Wallner indicated they believed if a short-term rental is run as a business for a certain number of days, it was appropriate for staff to bring back more information on addressing those endeavors in the draft ordinance.

By motion made, seconded (Ramsey/Kerns) and carried unanimously, the Planning Commission continued Zone Amendment 17-004 to a date uncertain.

**Ex-parte Communications Disclosures:** Commissioner Kerns stated he conducted environmental reviews; including biological reviews and wetland delineations for Items R4 & R5 and would be abstaining from voting on those items. Commissioner Kerns left the room.

The Commission announced a recess at 2:20 p.m., and reconvened at 2:27 p.m.

**R4: Extension of Time 18-0002 (Fall River Development, Inc.):** The applicant has requested an extension of time for an approved parcel map PM12-002 to subdivide a 61-acre property into 4 parcels ranging from 3 to 10 acres in size for residential uses with a 41-acre remainder parcel. Applicant: Fall River Development, Inc.; Assessor's Parcel Number(s): 701-040-008-000; Project Location: Shingletown area, on the east side of Thatcher Mill Road, approximately 0.9 miles north of the intersection of Ritts Mill Road and Thatcher Mill Road; Supervisor District: 5; Recommended Environmental Determination: Exempt under section 15061(b)(3) of the CEQA Guidelines which states that as a general rule CEQA applies only to projects which have the potential for causing a significant effect on the environment; Planner: Lio Salazar, Senior Planner. Simple Majority Vote.

Senior Planner Lio Salazar presented the staff report.

Chairman MacLean opened the public hearing. Frank Nichols, owner of Fall River Development, Inc. discussed challenges of meeting conditions of the project. Specifically, connecting with water for fire suppression water through Lassen Pines Mutual Water Company.

Chairman MacLean called for any other speakers.

Speaking in opposition of the Extension of Time:

**Speaker's Name**

**Comments/Concerns/Questions**

Tracy Sardad

Ms. Sardad submitted a letter and photographs to the Planning Commission and read a letter discussing how the building of homes by the meadow affect the neighborhood. She noted the project's lack of annexation to Lassen Pines Mutual Water Company. Ms. Sardad expressed concerns over limited water stating that additional water suppression would be a burden to extend beyond current homes. She expressed concerns about disruption of wildlife and fowl.

Tim King

Mr. King stated he was manager of Lassen Pines Mutual

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Water Company. He noted the lack of a will serve letter from the water company for the project. Mr. King discussed problems with the project (lack of domestic and fire suppression water, lack of annexation to Lassen Pines Mutual Water Company and contamination of well water in the meadow area; including several wells that tested positive for E. coli). He stated it was his belief the project was a different project than the one originally approved. He asserted the applicant came to the water board as recently as 3-4 months ago. Mr. King requested the Commission vote no on the extension of time and stated it was a terrible project. Commissioner Chapin asked if Lassen Pines Mutual Water Company had a duplicate water system. Mr. King stated fire and domestic water were treated through the same pipeline.

Mark Armogida

Mr. Armogida stated he recently purchased a home on a lot on the meadow and that he went to the Planning Commission to see how the project might impact his view. He noted he was assured by the applicant there would not be any activity behind his home because another easement had been purchased. He noted other than some grading, nothing had been done on the project and that it was an eye sore. Mr. Armogida expressed concern about the meadow asserting the area that was graded had not been restored.

Gail Boehm

Ms. Boehm stated she owns two properties along the creek where the applicant built an offramp off of Mountain Meadow Road. She asserted it was not wide enough for two cars and a culvert had been extended from creek level into her property which allows water to come into her property. She expressed opposition to the project stating it had ruined both her properties. Ms. Boehm maintained the applicant hauled in dirt from the meadow four feet from subgrade, blocking her view of the meadow.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

Commissioner Chapin recognized the project's original environmental reviews when first approved, noting that if the extension was approved, there would not be any changes to the original project plans. Commissioner Wallner also submitted the project's conditions would remain the same. Commissioner Ramsey noted the extension was what the Commission was considering. Chairman MacLean asked Planning staff if the applicant would be required to go through additional approval if there was a change to the project. Mr. Simon noted under current Shasta County code, to modify an approved tentative map, the applicant would be required to submit a new application identifying any changes to the previously approved tentative map. Additionally, any change would be subject to review by the Planning Commission as well as environmental review under CEQA. Mr. Simon noted review would be limited to the change proposed.

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By motion made, seconded (Chapin/Ramsey) and carried 4-0, the Planning Commission adopted a resolution to: a) find that the extension of time is Exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines which states that as a general rule CEQA applies only to projects which have the potential for causing a significant effect on the environment; b) adopt the recommended findings listed in the attached resolution; and c) approve Extension of Time 18-0002 for Parcel Map 12-002.

**Ex-parte Communications Disclosures:** None.

**R5:** **Parcel Map 17-006 (E C Smith Investments):** The applicant has requested approval to subdivide a forty-acre property into 4 lots of 5 to 9.8 acres and a 14-acre remainder. Applicant: E. C. Smith Investments, LLC; Assessor's Parcel Number(s): 041-650-031-000 & 041-650-032-000; Project Location: Igo Rural Community Center on the north side of Platina Road, approximately one-tenth of a mile west of the intersection of Platina Road and Placer Road (13634 Platina Road); Supervisor District: 2; Recommended Environmental Determination: Mitigated Negative Declaration; Planner: Lisa Lozier, Senior Planner. Simple Majority Vote.

Senior Planner Lisa Lozier presented the staff report. Ms. Lozier noted the project site was previously approved for an eight-lot subdivision (Tract Map 1955) which was still active and that should proposed Parcel Map 17-006 be approved, Tract Map 1955 shall be withdrawn by the applicant. Additionally, the Department of Public Works has conditioned the Parcel Map on the installation of a type "A" road connection (paved apron) at the access of parcels 2, 3, and 4 prior to recordation as a safety measure to address construction traffic.

Ms. Lozier summarized a memorandum received by the Planning Commission. Commissioners discussed concerns related to a letter received from the California Department of Fish and Wildlife; including examining buffer zones and the wetlands delineation prepared for the project site. Planning Manager Kim Hunter noted that a wetland delineation is generally accepted for five years. The age of the wetland delineation (Tract Map 1955) is twelve years old. Given its age, a review and verification by the Army Corps of Engineers was requested. Chairman MacLean noted that generally it is up to the project's applicant to work with the biologist to request reverification by the Army Corps of Engineers.

Chairman MacLean opened the public hearing. Representative Jim Elkins noted the tentative map's wetland delineation was still active and the vernal pools and ponds are not within the proposed building site. He noted one of the reasons for reducing the number of lots was to avoid impacting the wetlands, which would avoid fill in the drainages and lessen grading and tree removal. Mr. Elkins requested the Planning Commission accept the previously approved wetland delineation, adopt a determination of a Mitigated Negative Declaration and approve Parcel Map 17-006 subject to the proposed conditions. Commissioner Chapin asked for confirmation the project would avoid the wetlands. Mr. Elkins affirmed that was correct.

Commissioner Wallner asked when Mr. Elkins was made aware of the response letter from the Department of Fish and Wildlife. Mr. Elkins indicated the day before the Planning Commission meeting. Chairman MacLean asked if any permits from the Army Corps of Engineers had been pulled. Mr. Elkins confirmed no permits had been pulled and that there would be no impact to wetlands. Planning Division Manager Kim Hunter noted no field site visit had been conducted by the Department of Fish and Wildlife.

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Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

The Planning Commission discussed requirements of the project. Commissioner Chapin suggested continuing the project to the next meeting to allow time for the applicant to work with a biologist to confirm no existence of the western pond turtle and for the Department to work on project conditions.

Chairman MacLean re-opened the public hearing. Applicant Jim Elkins confirmed continuance was acceptable and verified that no additional wetlands delineation confirmation was necessary.

Chairman MacLean closed the public hearing.

By motion made, seconded (Chapin/Ramsey) and carried 4-0, the Planning Commission continued Parcel Map 17-006 to the July 12, 2018 Planning Commission meeting to allow additional time for the applicant to have a survey conducted of the wetlands to confirm no western pond turtles are present at the site and for the Department to review project conditions.

Commissioner Kerns returned to the meeting.

**Ex-parte Communications Disclosures: None.**

**R6: Tract Map 1990 (Gold Bear Mountain, L.P.):** The applicant has requested to divide an existing vacant parcel of 5.29 acres into two resulting parcels of 2.52 acres (Lot A) and 2.77 acres (Lot B) for residential uses. Applicant: Gold Bear Mountain, L.P.; Assessor's Parcel Number(s): 306-640-015-000; Project Location: Lot 15 of the Manzanillo Orchard Tract Map (Tract No. 1922) recorded in February 2006; Supervisor District: 4; Recommended Environmental Determination: Mitigated Negative Declaration; Planner: Luis Topete, Associate Planner. Simple Majority Vote.

Associate Planner Luis Topete presented the staff report.

Chairman MacLean opened the public hearing. General Partner Rob Middleton offered to answer any questions. Commissioner Chapin asked if Mr. Middleton was satisfied with the conditions. Mr. Middleton affirmed he was.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

By motion made, seconded (Wallner/Chapin) and carried unanimously, the Planning Commission adopted a resolution to: a) adopt the California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration; b) adopt the recommended findings listed in the attached resolution; and c) approve Tract Map 1990 subject to the conditions listed in the attached resolution, as amended.

**R7: General Plan Amendment 18-001 and Zoning Plan Amendment Z17-003 (Housing-related text amendments and other Zoning Plan text revisions):** Director Richard Simon provided a staff presentation summarizing proposed revisions to the Shasta County General Plan and Zoning Plan made necessary by State housing law, the Shasta County Housing Element and zoning clarifications.

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Proposed General Plan Amendments:

Mr. Simon discussed the Housing Element Cycle, Default Density, and the County's commitment from both the prior and current Housing Element cycle to rezone approximately 55-acres to the default density. He further addressed proposed General Plan Amendments to Chapters 7.1 & 7.5.

Mr. Simon reviewed Land Use Designations, Policies, Mixed Use Land Use, and CO-x (Goals & Policies).

Proposed Zoning Plan Amendments:

Mr. Simon discussed the change of format for referring to definitions of state code automatically as a part of the policy within the County's Zoning Code. He discussed Emergency Shelters, Zone Districts, Supportive and Transitional Housing, Purpose, Minimum and Maximum Residential Density, Uses requiring an administrative permit, Uses to the CM district, Mandatory project features, design review (DR) district, Density Bonus Purpose, Special Uses for "Emergency shelters", Applications and Procedures for Use permits, Use permits – modification, Zone district land use interpretation, Appeal, and Reasonable Accommodation.

Commissioner Kerns recommended using the following language once to indicate throughout the Zoning Plan "wherever supportive housing is allowed by zoning, it shall be subject to the same standards as a one family residence", subject to feedback by County Counsel.

Commissioner Chapin asked how higher density zoning would be identified. Mr. Simon stated it would be identified through the County's Housing Element by parcel number and on a map.

Mr. Simon requested setting a Special Planning Commission meeting to review the final proposed ordinance and final proposed changes to the General Plan.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Ramsey/Wallner) and carried unanimously, the Planning Commission continued Item R7 to a Special Meeting on Thursday, June 21, 2018 at 2:00 p.m.

**R8:** **Planning Director's Report:** Director Richard Simon reported that the rezone applications for Roach-Carr (Z16-003) and the Department of Public Works (Z17-001), that the Planning Commission recommended the Board of Supervisors approve, were approved by the Board on June 12, 2018.

**NON-HEARING ITEMS:** None.

**CONSENT ITEMS:** None.

**ADJOURNMENT:** The Planning Commission adjourned at 4:49 p.m.

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**Submitted by:**

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**Jessica Cunningham-Pappas, Staff Services Analyst II**  
**Recording Secretary**