

## **BOARD OF SUPERVISORS**

Michael Sanchez, Vice Chair 1<sup>st</sup> District  
Kevin Goss, 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Lori Simpson, 4<sup>th</sup> District  
Jeff Engel, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF OCTOBER 2, 2018 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**[www.countyofplumas.com](http://www.countyofplumas.com)**

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

### **PLEDGE OF ALLEGIANCE**

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

#### **A) BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Quincy Chamber of Commerce: 29<sup>th</sup> Annual Sparkle & Light Parade, Friday, November 30, 2018, 5:00 p.m. – 9:00 p.m., Quincy, CA)

#### **B) CLERK OF THE BOARD**

Approve Board minutes for September 2018

#### **C) BEHAVIORAL HEALTH**

Approve and authorize the Chair to sign the following FY 2018-2019 Agreements, Contracts and/or Memorandum of Understanding for services to the Behavioral Health Department; approved as to form by County Counsel:

- 1) County of Plumas and Restpadd Psychiatric Facility, Redding, not to exceed \$100,000, for services to Plumas County residents
- 2) County of Plumas and Restpadd Psychiatric Facility, Red Bluff, not to exceed \$100,000, for services to Plumas County residents
- 3) County of Plumas and Sierra Cascade Family Opportunities, Head Start, to provide mental health observations in the classroom
- 4) County of Plumas and Bennett Enterprises, not to exceed \$9,000, for repairs to county vehicles
- 5) County of Plumas and CalMHSA Inter Member Transfer Program for foster children placed outside Plumas County to access specialty mental health services
- 6) County of Plumas and Plumas Rural Services, not to exceed \$32,000, to administer Biopsychological assessments, including diagnosis and treatment recommendations to incarcerated individuals; approved as to form by County Counsel



**D) FACILITY SERVICES/AIRPORTS**

- 1) Authorize the Department of Facility Services to waive fees for use of the Almanor Recreation Center for Tanya Miller/Chester Little League on November 3, 2018
- 2) Approve and authorize the Director of Facility Services to sign purchase contract for new service truck, not to exceed \$49,500, from Dow Lewis Motors, Yuba City, CA; approved in the FY 2018-2019 budget
- 3) Approve and authorize the Chair to sign the following FY 2018-2019 services contracts for the Department of Facility Services/Airports; approved as to form by County Counsel:
  - a) County of Plumas and Cal Electro, Inc., not to exceed \$10,000, for Airport lighting repair
  - b) County of Plumas and Smith Tree Services, not to exceed \$10,000, for tree trimming and/or removal
  - c) County of Plumas and Caley Electric, not to exceed \$10,000, for general electrical service and repair
  - d) County of Plumas and Bob's Janitorial Services, not to exceed \$54,000, for Courthouse janitorial services
  - e) County of Plumas and Bob's Janitorial Services, not to exceed \$24,000, for Quincy Library and County Museum janitorial services
  - f) County of Plumas and Bob's Janitorial Services, not to exceed \$18,000, for One Stop Permit Center janitorial services
  - g) County of Plumas and Heat Transfer Systems, not to exceed \$10,000, for general maintenance and/or repair

**E) PROBATION**

Authorize the Probation Department to recruit and fill 1.0 FTE Management Analyst I position, allocated and funded in the FY 2018-2019 budget

**F) ENVIRONMENTAL HEALTH**

Declare Environmental Health's 2002 Jeep Liberty as surplus property and authorize the sale of this vehicle at public auction

**G) SHERIFF**

Authorize the Sheriff to recruit and fill vacant, funded and allocated 1.0 FTE Sheriff Sergeant position

**H) PUBLIC HEALTH AGENCY**

- 1) Authorize Public Health to recruit and fill funded and allocated 1.0 FTE Department Fiscal Officer I/II position, due to retirement in December 2018
- 2) Approve and authorize the Chair to sign Memorandum of Understanding between County of Plumas and Plumas Unified School District to provide school based health education, outreach and oral health services to students; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign subcontract between County of Plumas and Far West Returns, Inc., not to exceed \$24,000, to provide collection and disposal of medications from various facilities in Plumas County; approved as to form by County Counsel

**I) ENGINEERING**

Solid Waste Division: Approve and authorize the Chair to sign Professional Services Contract between County of Plumas and Vestra Resources, Inc., not to exceed \$20,715, to perform gas monitoring compliance, sampling and reporting for the Chester Landfill; approved as to form by County Counsel

**J) PUBLIC WORKS**

- 1) Award bid of \$454,903.25 to the lowest bidder, Darren Taylor Construction, Inc., for construction of the SR 70 Pedestrian Improvement Project, East Quincy
- 2) Approve and authorize the Chair to sign Three (3)-Year Professional Services Agreement, not to exceed \$10,000, between County of Plumas and TMC Auction & Realty, for on-line auctioneering services for surplus county vehicles and equipment; approved as to form by County Counsel

**2. JUVENILE JUSTICE COMMISSION – Bill Powers**

Mandated report and update to the Board of Supervisors regarding activities of the Juvenile Justice Commission

**3. DEPARTMENTAL MATTERS**

**A) RISK MANAGEMENT – Nicholas Poole**

Report and update on Trindel's 2018 Loss Prevention Audit

**B) CHILD SUPPORT SERVICES – Michelle Blackford**

Adopt **RESOLUTION** for Exception to the 180-Day Wait Period Pursuant to Government Code §7522.56 and §21224 to hire a retired annuitant as a Child Support Specialist III Extra Help position.  
**Roll call vote**

**C) PUBLIC WORKS – Robert Perreault**

Authorize the Department of Public Works to auction off surplus vehicles and equipment to remain in compliance with California Air Resource Board Emissions and Cal-OSHA; discussion and possible action

**4. BOARD OF SUPERVISORS**

- A. Set Board meeting schedule for November and December 2018
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

**FIRST 5 PLUMAS COUNTY CHILDREN & FAMILIES COMMISSION**

Appoint Andrew Woodruff to the First 5 Plumas County Children and Families Commission for a two-year term, as recommended

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

5. **PLANNING** – Randy Wilson

**CONDUCT PUBLIC HEARING:** CEQA Compliance and Determination; Introduce and waive first reading of an **ORDINANCE**, amending Plumas County Code Sections which implement the State Responsibility Area Fire Safe Regulations (Title 8 Building Regulations and Title 9 Planning and Zoning. **Roll call vote**

5. **CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Personnel: Public employee appointment or employment – County Administrator
- B. Personnel: Public employee performance evaluation – Museum Director (Board only)
- C. Personnel: Public employee performance evaluation – Director of Information Technology (Board only)
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBU-600138)
- E. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code §54956.9 (County of Butte and County of Plumas v. Department of Water Resources and State Water Contractors, Inc., Court of Appeal, Third Appellate District, Case No. C071785)
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- H. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**ADJOURNMENT**

Adjourn meeting to Tuesday, October 9, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.

# BOARD OF SUPERVISORS

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MICHAEL SANCHEZ, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



October 2, 2018

Department of Transportation (Caltrans)  
Attn: Permits Engineer  
1000 Center Street  
Redding, CA 96001

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**QUINCY CHAMBER OF COMMERCE**

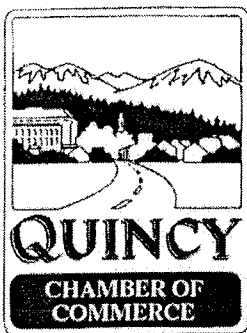
29<sup>TH</sup> Annual Quincy Sparkle & Light Parade, Friday, November 30, 2018,  
5:00 p.m. – 9:00 p.m., Quincy, CA

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Jeff Engel, Chair

Cc: Plumas County Director of Public Works



## *Heart of the Feather River Country*

336 WEST MAIN STREET • QUINCY, CALIFORNIA 95971  
EMAIL: [quincychamber@yahoo.com](mailto:quincychamber@yahoo.com) [www.quincychamber.com](http://www.quincychamber.com)

September 13, 2018

Plumas County Board of Supervisors  
520 Main Street  
Quincy, CA. 95971

RE: 29th Annual Quincy Sparkle & Light Parade  
Friday, November 30, 2018 5:00 p.m. – 9:00 p.m.

Honorable Plumas County Supervisors,

At the request of the California Department of Transportation and Plumas County Public Works, we are requesting your permission for the 29<sup>th</sup> Annual Quincy Sparkle and Light Parade on Friday, November 30, 2018 from 5:00 p.m. to 9:00 p.m.

The Light Parade is scheduled to begin staging at 6:00 pm in the Plumas Motor Supply parking lot. At 6:30 the Light Parade will travel west on Lawrence Street, turn left at Crescent Street, then travel east on Main Street. The parade will then turn right on South Lindan Avenue, left on Central Avenue, left on Claremont, and left on Highway 70 to repeat the route once more. The Light Parade will be slightly delayed this year as we have the Reindog Parade first (just like last year).

The Reindog Parade will be taking place at the Courthouse. The only road affected by the Reindog Parade will be Court Street, which we are requesting to have closed during Main Street Sparkle this year so we may stage the dogs and their owners on Court Street, parade them on the sidewalk up the courthouse steps and back to Court Street with the intent being to have the Reindog Parade over by 6:30 p.m. in time for the Light Parade to begin.

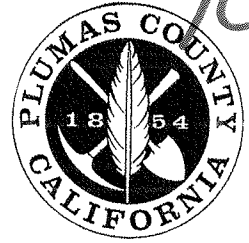
Please contact me if you have any questions or need any additional information.

Sincerely,

Cheryl Kolb  
Director

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Director Tony Hobson, Ph.D.

DATE: September 11, 2018

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Ph.D., Behavioral Health Director

SUBJECT: 6 Consent Agenda items for October 2, 2018 Board Meeting

## RECOMMENDATION

1. It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign fiscal year 2018/19 First Amendment to the Agreement for a \$ 100,000.00 contract with Restpadd Psychiatric Facility, Redding, CA. This agreement has been approved to form by County Counsel.
2. It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign fiscal year 2018/19 First Amendment to the Agreement for a \$ 100,000.00 contract with Restpadd Psychiatric Facility, Red Bluff, CA. This agreement has been approved to form by County Counsel.
3. It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign a Memo of Understanding with Sierra Cascade Family Opportunities, Head Start, to provide mental health observations in the classroom. This agreement has been approved to form by County Counsel.
4. It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign a Services Agreement with Bennett Enterprises. This \$9,000.00 agreement has been approved to form by County Counsel.
5. It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign the CalMHSA Inter Member Transfer Program. This agreement has been approved to form by County Counsel.
6. It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign fiscal year 2018/19 agreement for \$32,000.00 with Plumas Rural Services, upon request, for Biopsychological assessments to incarcerated individuals. This agreement has been approved to form by County Counsel.

## **Background and Discussion**

1. This amended contract increases the funding amount to \$100,000.00 for Restpadd Psychiatric Facility, Redding, CA. to provide services to Plumas County residents.
2. This amended contract increases the funding amount to \$ 100,000.00 for Restpadd Psychiatric Facility, in Red Bluff, CA. to provide services to the youth and adults of Plumas County.
3. This memorandum will provide services to Sierra Cascade Family Opportunities, Head Start, in allowing Mental Health to observe and evaluate children interacting socially with each other and with staff in the classroom.
4. Contract with Bennett Enterprises allows collision repairs to county vehicles.
5. Foster children who are placed outside of Plumas county will be allowed to access specialty mental health services in a timely matter and reimburse their resident county through federal financial participation and county match through Medi-Cal billing.
6. Plumas Rural Services shall, upon request, administer Biopsychological assessments, including diagnosis and treatment recommendations to incarcerated individuals. These assessments are to be inputted into Behavioral Health's Electronic Health Record System for staff recommendations.

**No county general funds are used for any of the above programs and staffing. County Counsel has reviewed and approved all above agreements.**



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

Kevin Correia  
Interim Director

Board Date: October 2, 2018

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: Authorize the Department of Facility Services to waive the rental fee for Tanya Miller/Chester Little League on November 3, 2018 at Almanor Rec Center.

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### Background

Tanya Miller/Chester Little League has requested to waive the rental fee on November 3, 2018 at Almanor Rec Center for the purpose of a fund raiser and early registration for Little League. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

### Recommendation

Authorize the Department of Facility Services to waive the rental fee for Tanya Miller/Chester Little League on November 3, 2018 at Almanor Rec Center.





Date: September 12, 2018

To: The board of Supervisor's

From: Chester Little League

Subject: Donation

To who it may concern,

I am writing to you to request use of the Rec Center in Chester for a fundraiser and early registration for the Chester Little League. We will be putting on a Spaghetti fed on November 3rd, 2018. We would like to know if you would be willing to donate the building and wave all fees for this day. All proceeds made from the dinner and raffle will go directly to the Chester Little League.

Thank you for your time

I look forward to hearing from you soon

Sincerely,

Tanya Miller  
Chester LL Sponsorship and Treasurer  
530-249-6562



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

1D2

Kevin Correia  
Director

Board Meeting: October 2, 2018

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: Authorize the purchase of a new Service truck to replace a 22year old service truck.

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### Background

The Department of Facility Services is updating their aging fleet of service trucks to save money on the high cost of repair these vehicles are starting to show. This expenditure was added to the budget and approved by the budget Committee.

### Recommendation

Approve and Authorize Facility Services Director to sign purchase contract for the purchase of a new 2018 GMC 2500hd service vehicle from Dow Louis GMC in Yuba City, Ca. in order to replace one of the Oldest service trucks that is currently costing us the most money in up keep.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

Kevin Correia  
Director

Board Meeting: October 2, 2018

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: Approve and Authorize Board Chair to sign annual repair contract between Cal-Electro Inc. and Plumas County for repair of airport lighting.

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### Background

The PAPI lighting system (Precision Approach Path Indicators) at Rogers field are not working and have not been working for a few years now. This makes runway landings a safety issue every time an aircraft lands at Rogers Field.

### Recommendation

Approve and Authorize Board Chair to sign annual repair contract between Cal-Electro Inc. and Plumas County in order to correct this safety issue at Rogers Field.



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: October 2, 2018

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Engel to sign the contract between Facility Services and Smith Tree Services.

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### **Recommendation**

Approve and authorize Chair Engel to sign a contract between the Facility Services and Smith Tree Services.

### **Background and Discussion**

Smith Tree Services has been providing services to Plumas County for many years. Facility Services has requested Smith Tree Services to provide tree trimming and/or removal services; contract not to exceed \$10,000 per contract year.

A copy of the contract is on file with the Clerk of the Board.



Kevin Correira  
Director

## County of Plumas Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: October 2, 2018

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Engel to sign the contract between Facility Services and Caley Electric.

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### **Recommendation**

Approve and authorize Chair Engel to sign a contract between the Facility Services and Caley Electric.

### **Background and Discussion**

Caley Electric has been providing services to Plumas County for several years. Facility Services has requested Caley Electric to provide general maintenance on-call services for electrical issues that arise beyond the departments capabilities; contract not to exceed \$10,000 per contract year.

A copy of the contract is on file with the Clerk of the Board.



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: October 2, 2018

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Engel to sign the contract between Facility Services and Bob's Janitorial Services.

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### **Recommendation**

Approve and authorize Chair Engel to sign a contract between the Facility Services and Bob's Janitorial Services.

### **Background and Discussion**

Bob's Janitorial Service has been providing excellent janitorial services to the Plumas County Courthouse for several years. Facility Services is requesting to extend contract janitorial services with Bob's Janitorial Service for another year; contract not to exceed \$54,000.

A copy of the contract is on file with the Clerk of the Board.





Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: October 2, 2018

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Engel to sign the contract between Facility Services and Bob's Janitorial Services.

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### **Recommendation**

Approve and authorize Chair Engel to sign a contract between the Facility Services and Bob's Janitorial Services.

### **Background and Discussion**

Bob's Janitorial Service has been providing excellent janitorial services to the Quincy Public Library and Plumas County Museum for several years. Facility Services is requesting to extend contract janitorial services with Bob's Janitorial Service for another year; contract not to exceed \$24,000.

A copy of the contract is on file with the Clerk of the Board.



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: October 2, 2018

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Engel to sign the contract between Facility Services and Bob's Janitorial Services.

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### **Recommendation**

Approve and authorize Chair Engel to sign a contract between the Facility Services and Bob's Janitorial Services.

### **Background and Discussion**

Bob's Janitorial Service has been providing excellent janitorial services to the Plumas County One Stop Permit Center for several years. Facility Services is requesting to extend contract janitorial services with Bob's Janitorial Service for another year; contract not to exceed \$18,000.

A copy of the contract is on file with the Clerk of the Board.





Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: October 2, 2018

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Engel to sign the contract between Facility Services and Heat Transfer Systems.

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### **Recommendation**

Approve and authorize Chair Engel to sign a contract between the Facility Services and Heat Transfer Systems.

### **Background and Discussion**

Heat Transfer Systems has been providing services to Plumas County for several years. Facility Services has requested Heat Transfer Systems to provide general maintenance and/or repair services at the request of the Facility Services Director; contract not to exceed \$10,000 per contract year.

A copy of the contract is on file with the Clerk of the Board.



**County of Plumas**  
**Department of Probation**  
270 County Hospital Rd. #128,  
Quincy, California, 95971



**Erin Metcalf**  
Chief Probation Officer

**Phone:** 530-283-6200  
**FAX:** 530-283-6165

**DATE:** September 18, 2018  
**TO:** The Honorable Board of Supervisors  
**FROM:** Erin Metcalf, Chief Probation Officer  
**SUBJECT:** Request for approval to recruit and fill fully funded, allocated 1.0 FTE Management Analyst I position.

**Recommendation:**

Approve the recruitment and filling of the new 1.0 FTE Management Analyst I position recently approved by the Board of Supervisors. The position was allocated and funded in the 2018-2019 budget.

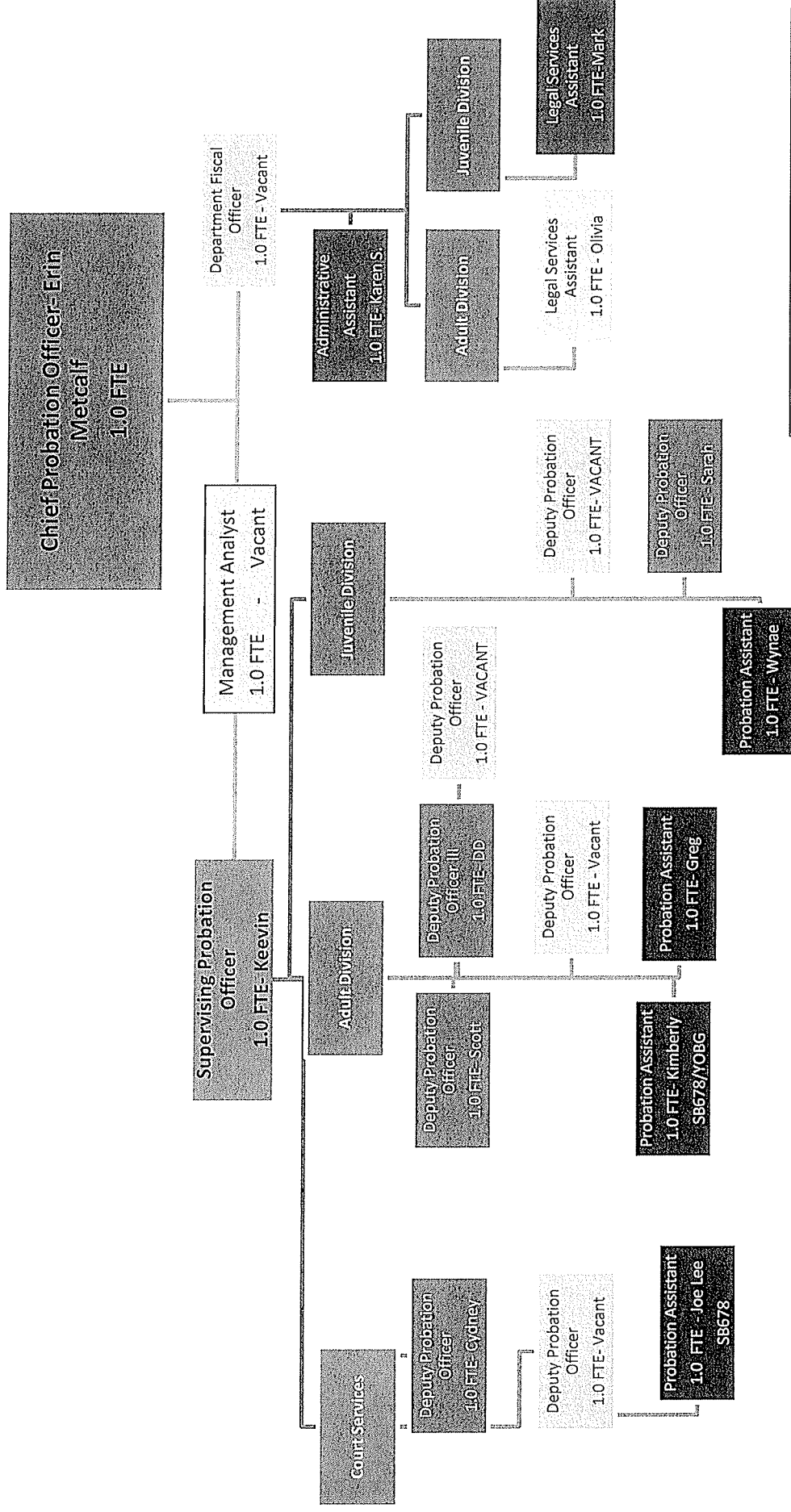
**Background:**

On September 6, 2018, the Board of Supervisors approved a new Management Analyst I position for the Probation Department. This position would be responsible for analysis, development, implementation and monitoring of specific programs, establishing and reviewing quality assurance measures, and evaluating the efficiency and effectiveness of the programs. This position will improve our data reporting and help with grant opportunities and State reporting.

This position will be fully funded by grants (20409 and 20415) in the 2018-2019 budget year.

Therefore, we respectfully request the approval to recruit and fill the vacant Management Analyst I position.

# Plumas County Probation Department 2018-2019 Organization Chart



19 FTE, 13 Filled  
6 Vacant  
As of 9/18/18  
19 – Funded and Allocated



## **BOARD OF SUPERVISORS**

Michael Sanchez, 1<sup>st</sup> District  
Kevin Goss, 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Lori Simpson, Chair 4<sup>th</sup> District  
Jeff Engel, Vice Chair 5<sup>th</sup> District

### **MEETING MINUTES**

SPECIAL MEETING OF THE BOARD OF SUPERVISORS  
COUNTY OF PLUMAS, STATE OF CALIFORNIA  
HELD IN QUINCY ON SEPTEMBER 6, 2018

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### **STANDING ORDERS**

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-  
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10:00 A.M. **CALL TO ORDER/ROLL CALL**  
**Present:** Supervisor Simpson, Supervisor Thrall, Supervisor Engel, Supervisor Sanchez.  
**Absent:** Supervisor Goss.

**PLEDGE OF ALLEGIANCE**  
Patty Clawson leads the Pledge of Allegiance.

**Play >> PUBLIC COMMENT OPPORTUNITY**  
David Hollister, District Attorney comments regarding positive changes in the judicial system.

### **ACTION AGENDA**

1. **BOARD OF SUPERVISORS**
  - A. **Play >> Play >>** Report and update by Susan Scarlett, Budget Consultant on the FY 2018-2019 Budget; discussion and possible action regarding various county departments and programs  
**Probation** – Erin Metcalf  
Request for new position in the Probation Department (1.0 FTE Management Analyst I).

Following discussion, **Motion:** Approve request to begin the process to amend the position allocation and budget for FY 2018-2019, by adding 1.0 FTE Management Analyst I grant funded position, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Simpson. Motion passed unanimously.

**Auditor/Controller** – Roberta Allen

**Excess PILT Revenue**

**Motion:** Move excess PILT revenue of \$1,300,000 to Designated line item for future determination, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel. Motion passed unanimously.

**Play >> Big Fish Creations** – Patty Clawson

Request to extend the existing contract for the remaining FY 2018-2019 (nine months at \$600 per month).

**Play >> Public Works**

Overview of the proposed Public Works FY 2018-2019 budget; including Solid Waste and Flood Control and Water Conservation District.

**Play >> Treasurer/Tax Collector** – Julie White

Request to increase the FY 2018-2019 budget by \$25,357 to flexibility allocate existing positions within the department and to fill a vacancy at a higher range.

**Play >> District Attorney** – David Hollister

Request to increase the FY 2018-2019 budget by \$29,530 to flexibility allocate existing positions within the department.

**Play >> Environmental Health** – Jerry Sipe

Discussion regarding lease vehicle program for the county.

- B. **Play >>** Discussion and possible action regarding Administrative and Budgetary Controls Consistent with Government Code §29092 and §29125, during Fiscal Year 2018-2019

**Motion:** Approve Administrative and Budgetary Controls Consistent with Government Code §29092 and §29125, during Fiscal Year 2018-2019, as amended, **Action:** Approve, **Moved by** Supervisor Simpson, **Seconded by** Supervisor Sanchez. Motion passed unanimously.

- C. **CONTINUED PUBLIC HEARING:** The Plumas County Board of Supervisors will continue its hearing on the FY 2018-2019 County Budget

The public hearing remains open and is continued to September 11, 2018.

## **ADJOURNMENT**

Adjourned meeting to Tuesday, September 11, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.





# Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

IF

**Date:** September 20, 2018  
**To:** Honorable Board of Supervisors  
**From:** Jerry Sipe  
**Agenda:** Consent Agenda Item for October 2, 2018

**Recommendation:** Declare Environmental Health's 2002 Jeep Liberty as surplus property and authorize sale of this vehicle at public action.

**Background and Discussion:** As part of the recently approved 2018-19 budget, Environmental Health was approved to purchase a new four wheel drive vehicle to replace one of its older field vehicles. After this purchase, the following vehicle will become surplus property:

| Asset # | Year/Make/Model       | VIN#             |
|---------|-----------------------|------------------|
| 1380    | 2002 Jeep Liberty 4WD | 1J4GL48K83W17972 |

Because of its condition, Environmental Health recommends sale of this vehicle at the upcoming action being coordinated by Public Works. Any proceeds from the sale of this vehicle will be deposited into the County General Fund.

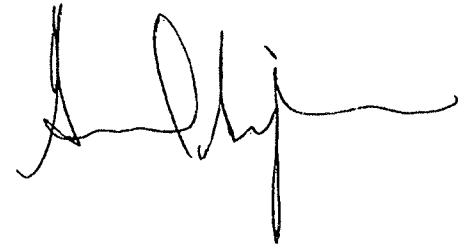
At this time, the Board is requested to authorize the Environmental Health Director to prepare all paperwork and documents necessary for sale of this vehicle at auction.

If you have any questions or need any additional information, please do not hesitate to contact me at 283-6367.

Thank you.

| ASSET ID |                          | CATEGORY | DATE ACQ   | INIT COST | LOCATION | MODEL/SERIAL      | OLDINV |
|----------|--------------------------|----------|------------|-----------|----------|-------------------|--------|
| 2149     | GATEWAY M685-E COMPUTER  | COMPUTER | 05/31/2006 | 2,175.60  | QUINCY   |                   |        |
| -000     |                          |          |            |           |          | 0036519166        |        |
| 2148     | LAB HOOD/WORK SURFC      | MISC EQ  | 11/22/2005 | 7,897.22  | QUINCY   |                   |        |
| -000     |                          |          |            |           |          |                   |        |
| 1242     | 2000 WHITE JEEP CHEROKEE | VEH 4WD  | 11/08/2000 | 20,000.00 | CHESTER  |                   |        |
| -000     |                          |          |            |           |          | 1J4FF48S24L111658 |        |
| 1380     | 2002 JEEP LIBERTY        | VEH 4WD  | 01/24/2002 | 22,747.85 | QUINCY   |                   |        |
| -000     |                          |          |            |           |          | 1J4GL48K82W179272 |        |
| 1451     | 2002 CHEVY BLAZER        | VEH 4WD  | 06/24/2002 | 25,438.26 | QUINCY   |                   |        |
| -000     |                          |          |            |           |          | 1GNDT13W92K201411 |        |
| 20384    | 2012 TOYOTA RAV 4        | VEHICLE  | 04/10/2013 | 25,413.80 | QUINCY   |                   |        |
| -000     |                          |          |            |           |          | 2T3BF4DV6CW229982 |        |
| 2046     | 2005 FORD ESCAPE         | VEHICLE  | 06/30/2005 | 25,797.01 | QUINCY   |                   |        |
| -000     |                          |          |            |           |          | 1FMCU93105KE23047 |        |

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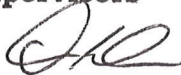
GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

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## Memorandum

**DATE:** September 24, 2018  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Item for the meeting of October 2, 2018

### RECOMMENDATION:

Authorize the Sheriff to recruit and fill a Sheriff's Office Patrol Sergeant position.

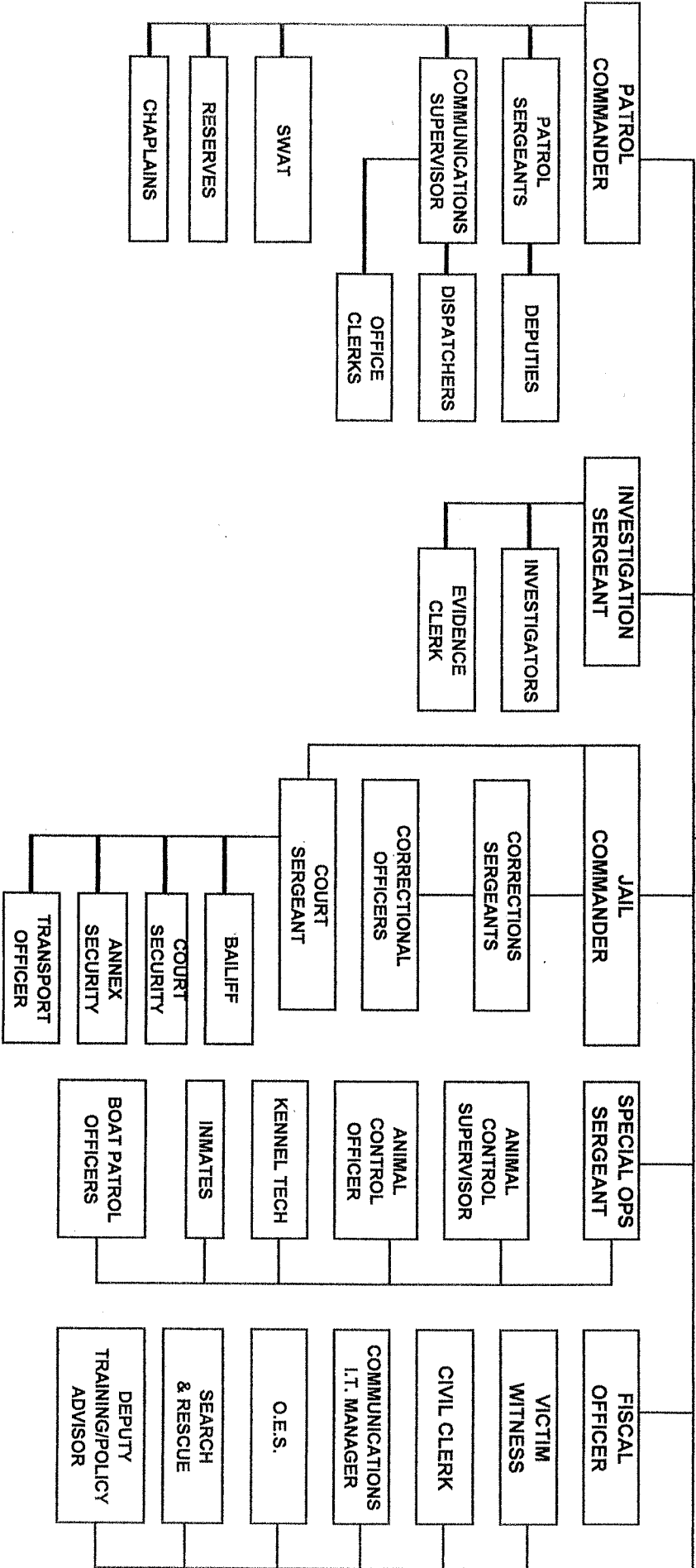
### BACKGROUND & DISCUSSION:

The Plumas County Sheriff's Office requests authorization to recruit and fill a Sheriff's Office Patrol Sergeant position. This position is allocated and funded in the Sheriff's Office 2018-2019 budget.



SHERIFF

UNDERSHERIFF





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# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** September 20, 2018  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Agenda:** Item for October 2, 2018

**Recommendation:** Authorize the Director of Human Resources to recruit and fill a budgeted 1.00 FTE Department Fiscal Officer I/II position due to retirement in December 2018.

**Background Information:** As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, some state mandated. It is critical that this position be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to several different vulnerable populations. Should a successful applicant be chosen we request that an overlap be approved so the current DFO can assist in training the new employee.

The DFO is responsible for the development, maintenance, and tracking of a program's fiscal information and data; program invoicing, office management duties for an assigned department; to perform a variety of difficult, complex, and specialized information gathering and information preparation.

**Fiscal Impact:** There is no fiscal impact on the county as Public Health has allocated and budgeted a .90 FTE for the position of DFO I/II which is fully funded through programs within the Public Health Agency.

A copy of the Critical Staffing Request and organizational charts are attached for your review.

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

## CRITICAL STAFFING COMMITTEE REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: 10/2/2018

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE AND BREAKDOWN FOR REQUESTED POSITION: 70560

POSITION TITLES: 1.00 FTE Department Fiscal Officer I/II

ARE POSITIONS CURRENTLY ALLOCATED? YES NO

**For Committee use only**

Date of Committee Review: \_\_\_\_\_

Determination of Committee? \_\_\_\_\_ Recommended  
Not Recommended

Comments:

Date to Board of Supervisors: \_\_\_\_\_

|               |          |        |
|---------------|----------|--------|
| Board Action: | Approved | Denied |
|---------------|----------|--------|

## Board Modifications

Date returned to Department:

Date submitted to HR Technician for recruitment:

**QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.**

- **Is there a legitimate business, statutory or financial justification to fill the position?**
- **Why is it critical that this position be filled at this time?**
- **How long has the position been vacant?**

1.0 Department Fiscal Officer I/II – Due to retirement this position will become vacant on      and is responsible for development, maintenance, and tracking of a Department’s fiscal information and provides a variety of administrative, staff, and office management duties.

- **Can the department use other wages until the next budget cycle?**

No. All positions are budgeted and funded in the current fiscal year. There are many technical aspects to public health vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis. Ongoing vacancies can potentially cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also

presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments can result in an atmosphere of tension and anxiety if they go unfilled.

- **What are staffing levels at other counties for similar departments and/or positions?**

N/A

- **What core function will be impacted without filling the position prior to July 1?**

Lack of compliance, billing and administration are all results of the vacancies. The negative impacts to our agency will exacerbate as the vacancy continues.

- **What negative fiscal impact will the County suffer if the position is not filled prior to July 1?**

Not filling the DFO I/II position will result in material losses in delays in billing and revenue, exacerbating cash flow issues.

- **A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?**

Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

- **Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?**

No.

- **Does the budget reduction plan anticipate the elimination of any of the requested positions?**

No.

- **Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?**

N/A. All positions requested are fully funded by contract for the 18-19 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

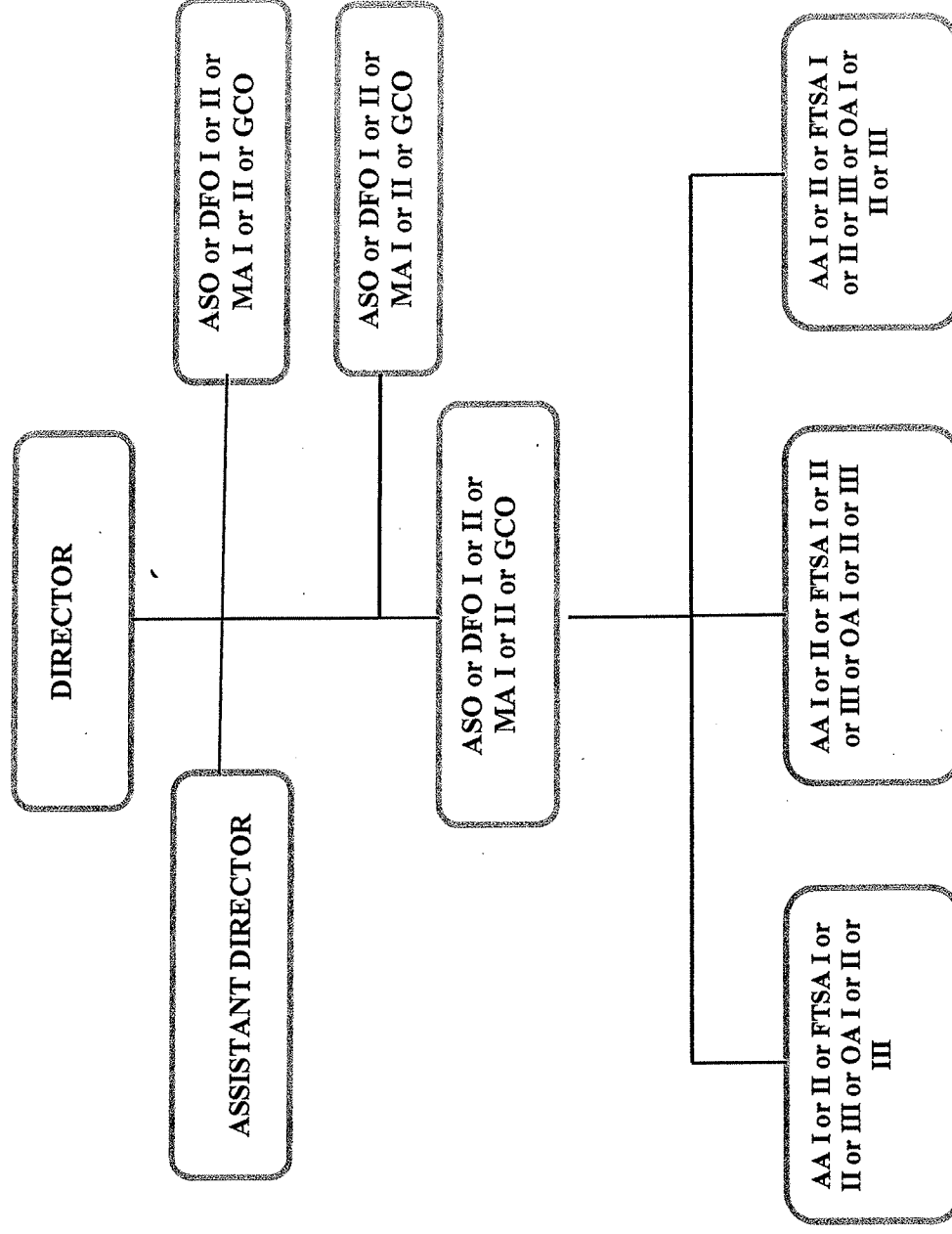
- **Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?**

Yes. The cash reserves for the last three years are as follows:

FY 14/15 Total Cash Reserves \$563,803  
FY 15/16 Total Cash Reserves \$565,688  
FY 16/17 Total Cash Reserves \$568,650

PLUMAS COUNTY PUBLIC HEALTH AGENCY  
ADMINISTRATION & FISCAL SERVICES DIVISION

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## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** July 31, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for October 2, 2018

**Recommendation:** Approve and Direct the Chair to sign Memorandum of Understanding with Plumas Unified School District to provide school based health education, outreach and oral health preventive health services to PUSD students, approved by County Counsel.

**History/Background:** This Memorandum of Understanding (MOU) between Plumas Unified School District, and Plumas County Public Health Agency is for the purpose of 1) Coordinating health education activities provided to PUSD high school students in the context of the Comprehensive Health and Sexual Health Education (EC51933) curriculum; and 2) Providing school based health education and preventative services to elementary and middle school students.

This MOU is for use with organizations that are partners with PUSD to provide Comprehensive Sexual Health Education (EC51933) and HIV/AIDS Prevention Education (EC51934); and organizations that are partners with PUSD and Plumas County Public Health Agency to provide oral health screenings, fluoride varnish, sealants, and immunizations. This MOU is not applicable to any other activities. It is recognized that this MOU will be construed in a manner consistent with the California Education Code, Federal Law and other applicable laws and regulations. Neither party shall charge for activities/service performed in connection with this MOU.

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





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## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** September 4, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for October 2, 2018

**Recommendation:** Approve and direct the Chair to sign a subcontract with Far West Returns Inc., (PFS1718FWRI-A1) in the amount of \$24,000.00 (NTE \$6,000.00 per year) to provide collection and disposal of medication from various facilities in Plumas County.

**Background:** As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to evaluate programs and provide services to diverse populations throughout the county.

**Fiscal Impact:** This contract is fully funded through the Partnership for Success Program so there is no financial impact on the County General Fund. The funding is included in the 2018-2019 County Budget as follows: Budget Unit 70560 (Public Health) Line Item 521900 (Professional Services).

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

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**PLUMAS COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**SOLID WASTE DIVISION**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

*Robert A. Perreault, Jr., P.E.*

*Director of Public Works*

**CONSENT AGENDA REQUEST**

For the October 2, 2018 meeting of the Plumas County Board of Supervisors

September 24, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works



Subject: Request Authorization to approve a new professional services contract with Vestra Resources Inc. to perform for gas monitoring compliance, sampling and reporting for the Chester Landfill in an amount not to exceed \$20,715.00 for the term expiring on December 31, 2021.

**Background**

Vestra Resources Inc. prepared and submitted a required Landfill Gas Monitoring Plan for the Chester Landfill to the state agency CalRecycle in 2010 for the Department of Public Works – Solid Waste Division. Per the CalRecycle approved monitoring plan, Plumas County is required to conduct quarterly monitoring and annual reporting of the Chester Landfill gas probes. Plumas County staff have undertaken monitoring since that time and submitted results directly to CalRecycle, however reporting in the past few years has been inconsistent. As the Department of Public Works – Solid Waste Division currently lacks qualified staff to conduct monitoring and availability to prepare additional reports for CalRecycle compliance, the Department requests a new Professional Services Agreement with Vestra to provide monitoring and reporting compliance services. Vestra staff are qualified to conduct the required monitoring, have prior reporting experience with CalRecycle, and have the ability to perform sampling during site visits concurrently with other contracted landfill services.

The new Professional Services Agreement will allow for gas monitoring compliance, sampling and reporting at the Chester Landfill in satisfaction of state requirements. The estimated costs for a new 2018-2021 contract are Twenty Thousand, Seven Hundred and Fifteen Dollars and no cents (\$20,715.00) to perform required tasks through the expiration date of December 31, 2021. For the next fiscal year FY 2018/19, the compensation available under the Agreement is an amount not to exceed \$11,000 (Eleven Thousand Dollars and no cents). The Department has sufficient funding in the Solid Waste Division budget to cover these new costs. The Department will have funds available to cover these services for the duration for the contract period.

The attached professional services agreement has been reviewed and approved as to form by Deputy County Counsel.



## **CONSENT AGENDA REQUEST**

For the October 2, 2018 meeting of the Plumas County Board of Supervisors

Page 2

### **Recommendations**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Professional Services Agreement with Vestra Resources Inc. to perform for gas monitoring compliance, sampling and reporting for the Chester Landfill in an amount not to exceed \$20,715.00 for the term expiring on December 31, 2021.

Attachment: Professional Services Agreement with Vestra Resources Inc. for Gas Monitoring Compliance, Sampling and Reporting for the Chester Landfill.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
GAS MONITORING COMPLIANCE, SAMPLING AND REPORTING  
FOR CHESTER LANDFILL**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of October, 2018 ("Effective Date"), by and between **COUNTY OF PLUMAS**, a political subdivision of the State of California ("County"), and **VESTRA RESOURCES, INC.**, a California corporation ("Consultant").

**W I T N E S S E T H:**

- A. **WHEREAS**, County proposes to have Consultant provide storm water compliance, sampling and reporting for the Chester Landfill as described herein below; and
- B. **WHEREAS**, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. **WHEREAS**, County and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. **WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

**1.1. Scope of Services.** Consultant shall provide the professional compliance support services described in the Scope of Work for the Chester Landfill, attached hereto as Exhibit "A", incorporated herein by reference.

**1.2. Professional Practices.** All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

**1.3. Warranty.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment

and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

**1.4. Non-discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

**1.5. Non-Exclusive Agreement.** Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

**1.6. Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

**2.1. Compensation.** Consultant shall be paid in accordance with the Cost Estimate set forth in Exhibit "B" attached hereto and made a part of this Agreement (the "Fee Schedule"), and Rate Schedule set forth in Exhibit "C" attached hereto and made a part of this Agreement (the "Rate Schedule"). Consultant's compensation shall in no case exceed Twenty Thousand, Seven Hundred and Fifteen Dollars and no cents (\$20,715.00) until the termination date written in Section 4.1 of this Agreement.

**2.1.1 Rate Schedule.** Consultant rate schedules are typically based on an annual basis. Accordingly, the Director of Public Works is authorized to approve a revised rate of schedule each calendar year.

**2.2 Contingency of Funding.** Consultant acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds from the County's Solid Waste Surcharge Program. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty. Consultant will be compensated for work performed prior to date of termination.

**2.3. Additional Services.** Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A ("Scope of Work") attached hereto, unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

**2.4. Method of Billing.** Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as

\_\_\_\_\_ County Initials

Contractor Initials\_\_\_\_\_

“Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

**2.5. Records and Audits.** Records of Consultant’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

**3.1. Commencement and Completion of Work.** The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit “D” attached hereto and incorporated herein by this reference. The Project Schedules may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

**3.2. Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

**4.1. Term.** This Agreement shall commence on October 1, 2018 and continue for a period of time, ending on December 31, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

**4.2. Notice of Termination.** The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

VESTRA may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, VESTRA shall be entitled to compensation for services rendered and direct non-salary expenses incurred to the date of termination at the rate set forth herein, with or without cause. Unless VESTRA is responsible for early termination, Client agrees to release VESTRA from all liability for services performed.

**4.3. Compensation.** In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County’s written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work

in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

**4.4 Documents.** In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

**5.1. Minimum Scope and Limits of Insurance.** Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three (3) years after completion of the work hereunder.

**5.2. Endorsements.** Consultant and County agree to the following with respects to insurance provided by Consultant:

- (a) Consultant agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Consultant also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Consultant in relation to this agreement.
- (b) Consultant agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Consultant shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.

- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- (d) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to loss, Consultant waives its right to subrogation against the County.

**5.3. Certificates of Insurance.** Consultant shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

**5.4. Non-limiting.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

**6.1. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

**6.2. Representatives.** The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

**6.3. Project Managers.** County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

**6.4. Notices.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time

of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**IF TO CONSULTANT:**

Wendy Johnston, P.E., Vice President  
Vestra Resources, Inc.  
5300 Aviation Drive  
Redding, CA 95002

Tel: (530) 223-2585

Fax: (530) 223-1145

**IF TO COUNTY:**

Robert A. Perreault, Jr., P.E., Director  
Plumas County Department of Public Works  
1834 East Main Street  
Quincy, CA 95971

Tel: (530) 283-6268

Fax: (530) 283-6323

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

**6.5. Drug Free Workplace.** Consultant certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Consultant's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

**6.6. Attorneys' Fees.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

**6.7. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

**6.8. Assignment.** Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

**6.9. Indemnification and Hold Harmless.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, and indemnify, and hold harmless the County of Plumas, and all of its officers, directors, representatives, attorneys, agent's employees and agents, including but not limited to the County Board of Supervisors, County consultants, Project Manager and all other County Representatives (singularly and collectively referred to as "County Party" or "County Parties") from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorneys' fees and consultants' fees, directly or indirectly arising out of, connected with or resulting from performance of the Scope of Work, failure to

perform the Scope of Work, or condition of the Scope of Work which is caused in whole or part by any act, omission or negligence of Contractor, subcontractors (of any tier), designers, suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused by the concurrent negligent act or omission, whether active or passive, of County Parties. Provided, however, that the indemnification in this Agreement shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against one County Party was caused solely by the negligence or willful misconduct of that County Party. In that event, however, this indemnification shall remain valid for all other County Parties.

**6.10. Independent Contractor.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

**6.11. PERS Eligibility Indemnification.** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

**6.12. Ownership of Documents.** All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Consultant shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by County or its authorized representative, at no additional cost to the County.

**6.13. Public Records Act Disclosure.** Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California

Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

**6.14. Responsibility for Errors.** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no



additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

**6.15. Prohibited Employment.** Consultant will not employ any regular employee of County while this Agreement is in effect.

**6.16. Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Scope of Work such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

**6.17. Costs.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

**6.18. No Third Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**6.19. Headings.** Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

**6.20. Interpretation.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**6.21. Amendments.** Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

**6.22. Waiver.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

**6.23. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the

substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

**6.24. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**6.25. Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**6.26. Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Amendment, insufficient funds are appropriated to make the payments called for by this Amendment and/or the original Agreement, the Agreement shall be of no further force or effect. County shall notify VESTRA within 10 days of the County's determination/decision of reduced appropriation or non-appropriation of funds for this project. In this event, the County shall have no liability to pay any further funds whatsoever to Vestra or furnish any other consideration under the Agreement and Vestra shall not be obligated to perform any further services under the Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel the Agreement with no further liability incurring to the County, or offer an amendment to Vestra to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Vestra acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute. Consultant will be compensated for work performed prior to the date of termination.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**FOR VESTRA RESOURCES, INC.**

\_\_\_\_\_  
Wendy Johnston, Vice President

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

\_\_\_\_\_  
Kimberly Wilkes, Chief Financial Officer

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

Taxpayer ID Number: 68-0150306

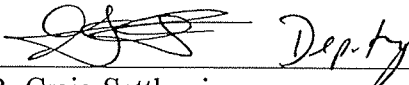
**FOR PLUMAS COUNTY**

**APPROVED AS TO SCOPE OF WORK:**

\_\_\_\_\_  
Robert A. Perreault, Jr., P.E.  
Director of Public Works

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

**APPROVED AS TO FORM:**

 Deputy  
\_\_\_\_\_  
R. Craig Settlemyre  
County Counsel

Date: 9/20/18

**CONCURRENCE:**

\_\_\_\_\_  
Jeff Engel,  
Chair, Plumas County Board of Supervisors

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

**EXHIBIT A**

**SCOPE OF WORK**

(see attached Scope of Work)

Exhibit "A"  
**SCOPE OF WORK**  
**LANDFILL GAS MONITORING - CHESTER LANDFILL**  
**2018-2021**

**SCOPE OF WORK**

**Task 1      Landfill Gas Monitoring**

Under the Landfill Gas Monitoring Plan submitted to CalRecycle in September 2010, and approved via email in November 2010, Plumas County is required to conduct quarterly monitoring of methane concentrations in Gas Probes GP-1 through GP-7. Under the original plan proposed to CalRecycle in April 2010, Monitoring Wells CL-1, CL-2, CL-4A, and CL-5 were to be monitored in lieu of installing additional gas probes. The original monitoring plan also proposed sampling only be performed only annually. CalRecycle deemed this proposal inadequate and required the installation of additional gas probes (GP-4 through GP-7) and quarterly monitoring. Gas Probes GP-4 through GP-7 were installed in the summer of 2010. Quarterly monitoring has been undertaken by Plumas County staff since that time and the results submitted directly to CalRecycle.

The methane concentration at Gas Probes GP-1 through GP-7 will be measured using an appropriately calibrated gas meter. While rental meters are calibrated prior to shipment, they are typically calibrated at or near sea level. Given the elevation of the site at 5100 feet, calibration immediately prior to analysis is necessary. The cost under this task thus includes the rental of the gas meter, calibration kit rental, and purchase of the calibration gas. Alternatively, if Plumas County wishes to acquire a gas meter, VESTRA personnel can use that unit for methane monitoring and return it to the County once monitoring is complete. The estimated cost for this task assumes four site visits for the performance of quarterly landfill gas monitoring during the next year (2019). The estimated cost assumes that sampling during subsequent years will be performed annually following approval of a reduction in monitoring by CalRecycle. This is discussed in more detail under Task 3 of this Scope. Travel time and mileage costs are also included in this estimate.

**Task 2      Data Evaluation and Reporting**

The results of the methane monitoring will be submitted to the County, along with field and calibration logs. It is our understanding that the County has been reporting these results directly to CalRecycle. Results are required to be submitted annually.

**Task 3      Monitoring Reduction Request**

CalRecycle may reduce the required landfill gas monitoring frequency from quarterly to annually following the completion of two to three years of monitoring. This requires the preparation and submittal of a brief technical report presenting the 2-3 years of methane results and demonstrating that methane produced by the landfill does not pose a human health hazard or potential nuisance condition. The estimated cost for a letter-style technical report is included under this task. This includes data collation, modeling, report preparation, review, and submittal.

#### **Task 4        Project Management**

Project management activities generally include, but are not limited to, coordination of monitoring activities, discussions with Plumas County staff and regulatory agencies, and other professional support necessary to ensure compliance with relevant regulations.



Exhibit "B"  
**COST ESTIMATE**  
**LANDFILL GAS MONITORING - CHESTER LANDFILL**  
**2018-2021 SCOPE OF WORK**

The estimated costs to complete the work are summarized in Table 1.

| Table 1<br>COST ESTIMATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |                      |                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|
| Task No./ Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 2018/19 <sup>1</sup> | 2019/20 <sup>2</sup> | 2020/21 <sup>2</sup> |
| <b>Task 1 Landfill Gas Monitoring</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |                      |                      |
| Fieldwork – Sample Collection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                      |                      |                      |
| Expenses (Including Meter Rental)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$2,000              | \$825                | \$850                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$1,500              | \$550                | \$600                |
| <b>Task 1 - Subtotal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$3,500</b>       | <b>\$1,375</b>       | <b>\$1,450</b>       |
| <b>Task 2 Data Evaluation and Reporting</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |                      |                      |
| Annual Landfill Gas Monitoring Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$3,000              | \$3,000              | \$3,000              |
| <b>Task 2 - Subtotal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$3,000</b>       | <b>\$3,000</b>       | <b>\$3,000</b>       |
| <b>Task 3 Monitoring Reduction Request</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                      |                      |
| Monitoring Reduction Request Technical Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$3,500              | --                   | --                   |
| <b>Task 3 - Subtotal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$3,500</b>       | <b>--</b>            | <b>--</b>            |
| <b>Task 4 Project Management</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |                      |                      |
| Project coordination, planning, correspondence, and regulatory interaction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$1,000              | \$440                | \$450                |
| <b>Task 4 - Subtotal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$1,000</b>       | <b>\$440</b>         | <b>\$450</b>         |
| <b>Fiscal Year Totals</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>\$11,000</b>      | <b>\$4,815</b>       | <b>\$4,900</b>       |
| <b>Notes:</b><br>1 Assumes one calendar year of quarterly monitoring<br>2 Assumes annual monitoring following monitoring reduction request approval<br>Costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VESTRA's control. The work will be performed on a time-and-materials basis at the rates shown in the attached VESTRA 2017 Rate Schedule. Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time. |                      |                      |                      |

Exhibit "C"  
**RATE SCHEDULE**  
**LANDFILL GAS MONITORING - CHESTER LANDFILL**  
**2018-2021**

**VESTRA**

**2018 VESTRA RATE SCHEDULE**

| Staff Classification                               | Per Hour            |
|----------------------------------------------------|---------------------|
| <b>Environmental Services</b>                      |                     |
| Environmental Technician                           | \$50.00 - \$85.00   |
| Regulatory Compliance Specialist                   | \$75.00 - \$100.00  |
| Environmental GIS Analyst                          | \$95.00             |
| Associate Geologist                                | \$85.00-\$105.00    |
| Associate Hydrologist                              | \$85.00-\$100.00    |
| Environmental Scientist                            | \$75.00-\$110.00    |
| Senior Regulatory Compliance Specialist            | \$100-\$110.00      |
| Professional Geologist                             | \$120.00-\$150.00   |
| Professional Hydrologist                           | \$120.00-\$150.     |
| Project Manager                                    | \$100-\$150.00      |
| Senior Project Manager                             | \$165.00-\$190.00   |
| Principal Consultant                               | \$165.00-\$190.00   |
| <b>Biological Services</b>                         |                     |
| Biological Technician                              | \$50.00 - \$85.00   |
| Senior Biologist                                   | \$95.00-\$110.00    |
| <b>Engineering Services</b>                        |                     |
| Engineering Technician                             | \$55.00 - \$75.00   |
| Staff Engineer                                     | \$90.00             |
| Associate Engineer                                 | \$100.00            |
| Professional Land Surveyor                         | \$110.00 - \$115.00 |
| Senior Engineer                                    | \$145.00 - \$160.00 |
| Survey Crew                                        | \$110.00 - \$190.00 |
| <b>Equipment Classifications</b>                   |                     |
|                                                    | Rate                |
| Large Format Color Printer                         | \$38.00/hour        |
| Small Format Color Printer – Color Copies          | \$1.00/copy         |
| Small Format Color Printer – Black & White         | \$0.50/copy         |
| Small Format Black & White Printer                 | \$0.15/copy         |
| Faxes                                              | \$2.00/page         |
| Vehicle Mileage                                    | \$0.60/mile         |
| <b>Administration</b>                              |                     |
| Admin Clerk/ Document Production Technician        | \$30.00-\$50.00     |
| Admin Supervisor I/ Document Production Supervisor | \$60.00-\$80.00     |

**Materials and Travel Expenses:** Billed as direct reimbursement plus 15%

**Subcontractors:** Billed as direct reimbursement plus 15%

**Terms:** Due and payable upon receipt. 1 ¼ % per month (21% per annum) finance charge will be added to any balance 30 days past due.

**Note:** Rate Schedule will be modified annually to reflect annual increases not to exceed 10 percent.

**EXHIBIT D**

**PROJECT SCHEDULE**

(see attached Project Schedule)

Exhibit "D"  
**PROJECT SCHEDULE**  
**LANDFILL GAS MONITORING - CHESTER LANDFILL**  
**2018-2021**

Year 1 (FY 2018-2019)

- Landfill Gas Monitoring
  - Landfill gas analysis (Four events, once per quarter)
  - Meter rental (Four one-day rentals)
  - Calibration gas purchase (One-time purchase)
- Preparation and submittal of annual LFG monitoring report to CalRecycle
  - Due January 31
- Preparation and submittal of Monitoring Reduction Request to CalRecycle
  - Tentative submittal date in end of January

Year 2 (FY 2019-2020)

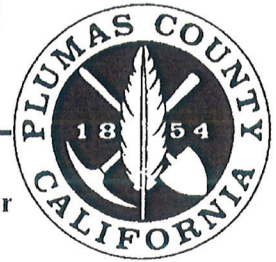
- Landfill Gas Monitoring (Concurrent with Pre-Winterization Inspection in Late September)
  - Landfill gas analysis
  - Meter rental and calibration gas purchase
- Preparation and submittal of annual LFG monitoring report to CalRecycle
  - Due January 31

Year 1 (FY 2020-2021)

- Landfill Gas Monitoring (Concurrent with Pre-Winterization Inspection in Late September)
  - Landfill gas analysis
  - Meter rental and calibration gas purchase
- Preparation and submittal of annual LFG monitoring report to CalRecycle
  - Due January 31

# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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



## CONSENT AGENDA REQUEST

for the October 2, 2018 Meeting of the Plumas County Board of Supervisors

Date: September 24, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: Authorize award of the bid to Darren Taylor Construction, Inc. for construction of the SR 70 Pedestrian Improvements Project in an amount not to exceed \$454,903.25.

### Background:

The Plumas County Department of Public Works has been working on the design and construction of pedestrian walkways along the north side of State Route 70 in East Quincy near Mill Creek. The project includes installation of a pedestrian bridge across Mill Creek and asphalt pathway and concrete sidewalk providing connection to the existing sidewalk at the intersection Mill Creek Road and State Route 70.

The Board of Supervisors adopted the plans and specifications and authorized advertisement for bids on August 7<sup>th</sup>, 2018. The Department published a request for bids (RFB) on August 24, 2018 for the construction contract.

On September 13<sup>th</sup>, the Department received four (4) bid submittals in response to its RFB. The low bid received was \$454,903.25 from Darren Taylor Construction, Inc. from Anderson California. The bid packages received are located at the Public Works at 1834 East Main Street in Quincy.

| Bidder                            | Bid Amount    |
|-----------------------------------|---------------|
| <b>Darren Taylor Construction</b> | \$ 454,903.25 |
| <b>Hat Creek Construction</b>     | \$ 561,779.00 |
| <b>Steelhead Constructors</b>     | \$ 639,699.00 |
| <b>MCM Construction</b>           | \$ 698,855.00 |

Discussions with Caltrans confirmed that the bids received reflect that current transportation infrastructure contracting market in northern California. The majority of contractors in this market have significant work already under contract for this year and next. Consequently, higher bids at this time of year were expected.

The project includes improvements consisting of asphalt pathway, concrete sidewalks, curb ramp, and the installation of a pedestrian bridge over Mill Creek. The bridge materials have been purchased in advance by the County to shorten the overall construction schedule, which anticipates completion in late spring of 2019. The State grant that partially funds this project has a required delivery date by the end of this fiscal year, i.e., June 30, 2019.

On August 7, 2018, the Board authorized the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase order with Contech Engineered Solutions, LLC, in the amount of \$64,604.18, for furnishing the materials for a 50' span pedestrian truss bridge. Delivery time for the pedestrian bridge package is approximately 14 weeks. The pedestrian bridge will be installed over Mill Creek adjacent to the County's pipe yard. After delivery, the bridge components will be stored at the Quincy Maintenance Yard until ready for installation by Darren Taylor Construction, Inc.

Dokken Engineering will assist the Department with construction management services. The Department anticipates completion of construction before the end of the fiscal year. The project is currently budgeted in the Department's FY 18/19 construction projects budget under Work Order #SR2S.

The project's construction budget is \$565,800 including the costs of the pedestrian bridge purchase, the aforementioned construction contract and for construction engineering costs. This project is funded by \$368,000 from the old State Safe Routes to Schools program (which was replaced by the new Active Transportation Program or ATP) and \$161,000 in Board-approved SB1 funds. The Road Fund is budgeted in FY 18/19 to contribute a 10% local match on SR2S funds up to \$36,800.

In August, the nearby Pioneer Elementary reopened its campus and now has a student population of 374. Recent school field trips have passed through the project's limits:





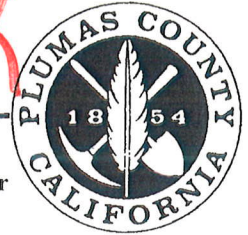
**Recommendation by Public Works:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a contract with Darren Taylor Construction, Inc., in an amount not to exceed \$454,903.25, for the construction of the State Route 70 East Quincy Pedestrian Improvements Project.

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# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



## CONSENT AGENDA REQUEST

For the October 2, 2018 meeting of the Plumas County Board of Supervisors

Date: September 24, 2018

To: Honorable Board of Supervisors

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

*John Mannle, Assistant Director*

Subject: **Authorize Approval of 3-year Professional Services Agreement for "On-line Auctioneering Services" for surplus County vehicles and equipment between the County of Plumas and TMC Auction & Realty in an amount not to exceed \$10,000.**

### Background:

The Department of Public Works and other County departments periodically have a need to dispose of surplus County property through an auction. To facilitate this need, the Department of Public Works solicited a Request for Bids for a 3-year On-line Auctioneering Services contract.

One firm responded to the Request for Bids: TMC Auction & Realty. The Department of Public Works reviewed the Bid Proposal and determined the services and fees to be reasonable and adequate.

Following this determination, the Department of Public Works prepared a Professional Services Agreement which has been reviewed and approved by Deputy County Counsel and signed by the Contractor.

The proposed agreement is for a term of three (3) years with a not-to-exceed amount of ten thousand dollars (\$10,000.)

Funds to cover the cost of the contract for FY 18/19 are included in the budget adopted by the Board of Supervisors on September 18, 2018.

### Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the Professional Services Agreement between the County of Plumas and TMC Auction and Realty for On-line Auctioneering Services in an amount not-to-exceed \$10,000.

Attachment: Professional Services Agreement between the County of Plumas and TMC Auction & Realty



**PROFESSIONAL SERVICES AGREEMENT  
FOR  
AUCTIONEERING SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between the **PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS** ("County"), and **TMC Auction and Realty**, a California corporation ("Contractor").

**WITNESSETH:**

A. **WHEREAS**, County proposes to enter into a non-exclusive contract with **Contractor** to sell surplus vehicles and equipment by online public auction on behalf of the **County** as described herein below; and

B. **WHEREAS**, **Contractor** represents that it has that degree of specialized expertise contemplated within *California Government Code, Sections 25504, 25506, 25507 and 37103*, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. **WHEREAS**, **County** and **Contractor** desire to contract for specific services in connection with the Scope of Work described in Exhibit "A", below, and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. **WHEREAS**, no official or employee of **County** has a financial interest, within the provisions of *California Government Code, Sections 1090-1092*, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. **Scope of Services.** **Contractor** shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. **Professional Practices.** All professional services to be provided by **Contractor** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. **Contractor** also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise **County** of any changes in any laws that may affect **Contractor's** performance of this Agreement.

1.3. **Warranty.** **Contractor** warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. **Contractor** shall indemnify and hold harmless **County** from and against all claims, demands, payments, suits, actions, proceedings, and judgments of

every nature and description including attorneys' fees and costs, presented, brought, or recovered against **County** for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of **Contractor's** performance under this Agreement.

**1.4. Non-discrimination.** In performing this Agreement, **Contractor** shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to *Section 12940* of the *Government Code*. Violation of this provision may result in the imposition of penalties referred to in *Labor Code, Section 1735*.

**1.5. Non-Exclusive Agreement.** **Contractor** acknowledges that **County** may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

**1.6. Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of **County**. **Contractor** may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at **Contractor's** sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

**2.1. Compensation.** **Contractor** shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). **Contractor's** compensation shall in no case exceed Ten Thousand Dollars (\$10,000.00) per auction.

**2.2. Contingency of Funding.** This Section is not applicable to this contract.

**2.3. Additional Services.** **Contractor** shall not receive compensation for any services provided outside the scope of services specified in this Agreement and all attachments thereto unless the **County** or the Project Manager for this Project, prior to **Contractor** performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

**2.4. Method of Billing.** This Section is not applicable to this contract.

**2.5. Records and Audits.** Records of **Contractor's** services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to **County** or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

### 3.0. TIME OF PERFORMANCE

3.1. **Commencement and Completion of Work.** The professional services to be performed pursuant to this Agreement shall commence at a date agreed upon by the **County** and **Contractor**, said date being within ninety (90) days of the date first above written. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. **Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### 4.0. TERM AND TERMINATION

4.1. **Term.** This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on the third anniversary of the date first above written, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. **Notice of Termination.** **County** reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, **Contractor** shall immediately stop rendering services under this Agreement unless directed otherwise by **County**.

4.3. **Compensation.** In the event of termination, **County** shall pay **Contractor** for reasonable costs incurred and professional services satisfactorily performed up to and including the date of **County's** written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the **County** or in the possession of the **Contractor**.

4.4 **Documents.** In the event of termination of this Agreement, all documents prepared by **Contractor** in its performance of this Agreement shall be delivered to the **County** within ten (10) days of delivery of termination notice to **Contractor**, at no cost to **County**. Any use of uncompleted documents without specific written authorization from **Contractor** shall be at **County's** sole risk and without liability or legal expense to **Contractor**.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) Contractor agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Contractor also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Contractor in relation to this agreement.
- (b) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint-venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.
- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.



- (e) No liability insurance coverage provided to comply with Agreement shall prohibit **Contractor**, or **Contractor's** employees, or agents, from waiving the right of subrogation prior to loss, **Contractor** waives its right to subrogation against the **County**.

5.3. **Certificates of Insurance.** **Contractor** shall provide to **County** certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by **County**, prior to performing any services under this Agreement.

5.4. **Non-limiting.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which **Contractor** may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. **Representatives.** The County Administrative Officer or his designee shall be the representative of **County** for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

**Contractor** shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of **Contractor** called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. **Project Managers.** **County** shall designate a Project Manager to work directly with **Contractor** in the performance of this Agreement.

**Contractor** shall designate a Project Manager who shall represent it and be its agent in all consultations with **County** during the term of this Agreement. **Contractor** or its Project Manager shall attend and assist in all coordination meetings called by **County**.

6.4. **Notices.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**IF TO CONSULTANT:**

TMC Auction & Realty  
1911 Douglas Blvd.  
Suite 85 PMB 375  
Roseville, CA 95661  
Tel.: (916) 300-3074  
Email: auctions@tmcauction.com

**IF TO COUNTY:**

Plumas County Department of  
Public Works  
1834 East Main Street  
Quincy, CA 95971  
Tel.: (530) 283-6268  
Fax: (530) 283-6323

6.5. **Drug Free Workplace.** Contractor certifies that it provides a drug-free workplace by complying with all provisions of *California's Drug Free Workplace Act of 1990*. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. **Attorneys' Fees.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. **Assignment.** Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement.

If judgment is entered against **Contractor** and **County** by a court of competent jurisdiction because of concurrent active negligence of **Contractor** and **County** or **County** Indemnitees, **Contractor** and **County** agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve **Contractor** of any insurance requirements or obligations created elsewhere in this Agreement.

**6.10. Independent Contractor.** **Contractor** is and shall be acting at all times as an independent contractor and not as an employee of **County**. **Contractor** shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for **Contractor** and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

**6.11. PERS Eligibility Indemnification.** In the event that **Contractor** or any employee, agent, or subcontractor of **Contractor** providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of **County**, **Contractor** shall indemnify, defend, and hold harmless **County** for the payment of any employee and/or employer contributions for PERS benefits on behalf of **Contractor** or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of **County**.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, **Contractor** and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by **County**, including but not limited to eligibility to enroll in PERS as an employee of **County** and entitlement to any contribution to be paid by **County** for employer contribution and/or employee contributions for PERS benefits.

**6.11. Ownership of Documents.** All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by **Contractor** or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of **County**. **Contractor** agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of **County**. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of **County** and without liability or legal exposure to **Contractor**. **County** shall indemnify and hold harmless **Contractor** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from **County's** use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by **Contractor**. **Contractor** shall deliver to **County** any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by **County** or its authorized representative, at no additional cost to the **County**.

**6.12. Public Records Act Disclosure.** Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the *California Public Records Act (California Government Code Section 6250 et. seq.)*. Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the *California Government Code Section 6254.7*, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

**6.13. Responsibility for Errors.** Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

**6.14. Prohibited Employment.** Contractor will not employ any regular employee of County while this Agreement is in effect.

**6.15. Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Scope of Work such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

**6.16. Costs.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

**6.17. No Third Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**6.18. Headings.** Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. **Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. **Amendments.** Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. **Waiver.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**COUNTY OF PLUMAS**

A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

\_\_\_\_\_  
Bob Perreault, Director of Public Works

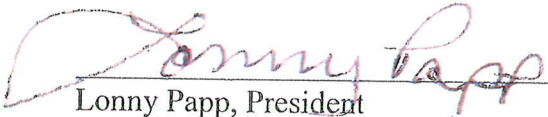
Date: \_\_\_\_\_

AGREED TO BY:

\_\_\_\_\_  
Chair, Board of Supervisors

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

**CONSULTANT: TMC Auction and Realty, a California Corporation**

  
\_\_\_\_\_  
Lonny Papp, President

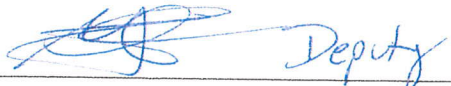
Date: 9/6/18

  
\_\_\_\_\_  
Rochelle Papp, Secretary

Date: 9/6/18

\_\_\_\_\_  
Taxpayer ID Number 80-0786247

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel

Date: 8/29/18

## EXHIBIT A

### SCOPE OF WORK

Contractor shall sell, by online public auction, surplus vehicles and equipment on behalf of County. Contractor shall be notified by electronic mail (e-mail) or by United States mail of the County's intent to sell such property by auction and said auction shall be scheduled by Contractor with County.

Contractor shall inventory such property upon request and provide an online catalogue of such property on Contractor website: <https://www.tmcauction.com/> Once an item has been consigned and advertising on that item has begun, said item shall not be removed or withdrawn from the auction without mutual consent from County and Contractor. If such an item has been removed, Contractor shall receive full commission on said item as if said item were sold at the minimum bid price at auction. All items sold at auction by Contractor shall be sold to the highest bidder without expressed or implied guarantee as to the value of said item. Likewise, no guarantee is given to County as to a selling price other than that expressed as a minimum bid.

Items posted for sale at the auction by County with Contractor shall be made available for inspection by prospective bidders at the County's facilities at 1834 East Main Street in Quincy, Plumas County, California during designated times and dates established and approved by County. Contractor shall provide an auction representative to be on-site during the advertised preview/inspection times and dates to assist prospective bidders with inspection of inventory and to answer pre-bidding questions.

Advertisements for auction events shall be prepared, coordinated and paid for by Contractor, and shall include, but not be limited to, local and district newspapers, trade magazines, direct marketing, e-mail notifications and auction sales brochures mailed to auction patrons as well as internet postings. Contractor shall utilize all of its skill, knowledge, experience and professional ability to obtain the highest possible selling price for each item offered for sale. Contractor shall post advertisements for the auction event in the Plumas County Courthouse no less than five (5) working days prior to the event per *Section 25506 of the Government Code*.

Contractor shall collect bidder registration information and pre-qualify bidders prior to the online auction through the above-mentioned website. Bids will be accepted by means of a timed online format with an advertised time for the closing of bids. The bidder submitting the highest bid above the stated minimum bid will be awarded the sale of the item. Contractor shall collect 100% of the highest bid amount from the winning bidder, together with any applicable California State Sales Tax at the current rate of 7.25% for Plumas County, applicable DMV fees, and any advertised buyer's premium that is charged for the convenience of placing bids through the Contractor website.

**Contractor** shall specify a date and time for removal of sold items within 48 hours after close of the online auction. **Contractor's** sales representative shall be on-site to coordinate all buyer pick-up and the removal of sold items. Each successful bidder shall present a "Paid" receipt and "Gate Release" from **Contractor** in order to pick up auctioned items from the Plumas County auction site. No item will be picked up by buyer until full payment for that item is made. **Contractor** shall provide **County** with a detailed sales report of each sold item, by lot number and complete description, along with the final sale price of each item sold during the online auction. A complete registration list of auction participants, with names, addresses and telephone numbers shall be collected and provided to **County** for their records of the auction. Final reconciliation of figures, including all expenses to **County**, along with full payment to **County** shall be made within fifteen (15) calendar days after the auction date.



## EXHIBIT B

### FEE SCHEDULE

Auction fees shall be based upon a commission of 5% of the sale price for each item that is sold for \$500.00 or more, and 10% of the sale price for each item sold for less than \$500.00. The commission shall be based solely on the actual sale price, irrespective of sales tax, fees or premiums. The commissions shall be deducted from the proceeds of the auction before payment is made to County. No other fee or expense shall be charged to County.

## EXHIBIT C

### PROJECT SCHEDULE

County shall request that Contractor establish a date for the proposed online auction within ninety (90) days of the date first above written and at various dates subsequent to the first auction as requested by County to meet its auction needs during the term of this contract.

# Trindel

Insurance Fund

3A  
FILE COPY

*Alpine - Colusa - Del Norte - Lassen - Modoc - Mono - Plumas - San Benito - Sierra - Sutter - Trinity*  
A Joint Powers Authority Established in 1980  
[www.trindel.org](http://www.trindel.org)

August 2, 2018

Roberta Allen: Auditor Controller, County of Plumas  
Board Member, Trindel Insurance Fund JPA

RE: 2018 Loss Prevention Audit and Subsidy

Dear Roberta:

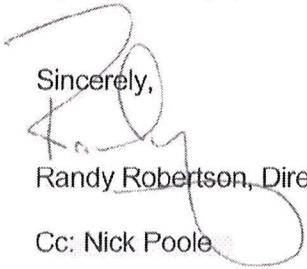
Enclosed is a copy of Plumas County's Loss Prevention Audit and the 2017/18 Loss Prevention Subsidy check. Plumas County received 90 points on the Audit for a subsidy total of \$60,000. Your total available Loss Prevention Audit Subsidy funding is \$60,000.

Last year I noted that 2017 was a transition year with Nick taking over from Pat Bonnett, and as always there is learning curve for everyone. Nick has truly grown into his position and his positive, "can do" approach along with his organizational and computer skills clearly are a great asset for Plumas County and serve as a resource and example for other Trindel Counties.

In May of this year the Trindel Board approved additional funding to the Safety Fund account (\$2,500 annual base); \$500 for counties that score between 91 and 95 points and \$1,000 for counties that score between 96 and 100 points. While Plumas was a point short of achieving the additional funding I have complete confidence Plumas County will achieve the additional funding in 2019.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Randy Robertson, Director of Loss Prevention Services

Cc: Nick Poole

# Trindell

## Insurance Fund

### Annual Loss Prevention Audit: 2017/2018

|                                                                                                                                                                       |                                                                                                                                                                                                                                                                |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| County: Plumas County                                                                                                                                                 |                                                                                                                                                                                                                                                                | Date:<br>6/6/2018 |
| <b>1. Dedicated Loss Prevention Employee</b>                                                                                                                          |                                                                                                                                                                                                                                                                | <b>19/20</b>      |
| <b>Yes/No</b>                                                                                                                                                         | Employee dedicated 20 hours per week of Loss Prevention.                                                                                                                                                                                                       |                   |
| n/a                                                                                                                                                                   | If "No" how many hours per week?                                                                                                                                                                                                                               |                   |
| Y                                                                                                                                                                     | Agendas for Trindell Loss Prevention Staff visits.                                                                                                                                                                                                             |                   |
| Y                                                                                                                                                                     | Attend County Wide Safety Committee meeting. <i>Bi-monthly</i>                                                                                                                                                                                                 |                   |
| Y                                                                                                                                                                     | Attend Department Employee safety meeting (minimum 1 visit per department annually).                                                                                                                                                                           |                   |
| Y                                                                                                                                                                     | Did you conduct employee loss prevention training? New Hire Orientation, Injury Management 101                                                                                                                                                                 |                   |
| Y                                                                                                                                                                     | Did you coordinate any safety and loss prevention training? <i>LWC, Shasta Driving School, Safety Center, TIF</i>                                                                                                                                              |                   |
| Y                                                                                                                                                                     | Maintenance and revisions of County Wide IIPP. <i>Yes, significant changes made, currently in draft form with the Ad-Hoc Committee for review.</i>                                                                                                             |                   |
| Y                                                                                                                                                                     | Complete incident/hazard & worker injury investigation with corrective action.                                                                                                                                                                                 |                   |
| Y                                                                                                                                                                     | Loss Prevention Specialist training meeting attendance.<br>Aug <input type="checkbox"/> Jan <input type="checkbox"/> April <input type="checkbox"/> Law - Nov <input type="checkbox"/> Roads - Nov <input type="checkbox"/> DSR - Mar <input type="checkbox"/> |                   |
| Y                                                                                                                                                                     | Conducting annual worksite inspections with department DSR's.                                                                                                                                                                                                  |                   |
| Y                                                                                                                                                                     | Did you conduct DSR training? <i>Animal Collison Prevention, Fire Prevention, EAP</i>                                                                                                                                                                          |                   |
| What would you like to do or be able to do in the coming year to improve your Loss Prevention Program?                                                                |                                                                                                                                                                                                                                                                |                   |
| <b>Comments:</b><br>1. Finalize data aspect of program.<br>2. Use data to drive decision making processes with committees.<br>3. Work closer with Sheriff Department. |                                                                                                                                                                                                                                                                |                   |
| <b>2. Injury and Illness Prevention Program/Code of Safe Practices/Policies</b>                                                                                       |                                                                                                                                                                                                                                                                | <b>9/10</b>       |
| <b>IIPP</b>                                                                                                                                                           |                                                                                                                                                                                                                                                                |                   |
|                                                                                                                                                                       | <b>Required Components</b>                                                                                                                                                                                                                                     | <b>Comments</b>   |
| Y                                                                                                                                                                     | Table of Contents                                                                                                                                                                                                                                              |                   |
| Y                                                                                                                                                                     | County policy statement and named responsible person                                                                                                                                                                                                           |                   |

|                                                                                             |                                                                                            |                                                                                                                             |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Y                                                                                           | Responsibilities of managers, supervisors and employees                                    |                                                                                                                             |
| Y                                                                                           | Scheduled semi-annual workplace hazard inspections                                         |                                                                                                                             |
| Y                                                                                           | Compliance procedures                                                                      |                                                                                                                             |
| Y                                                                                           | Workplace safety communications                                                            |                                                                                                                             |
| Y                                                                                           | Code of safe practices for all employees                                                   |                                                                                                                             |
| Y                                                                                           | Training in safe work practices                                                            |                                                                                                                             |
| Y                                                                                           | Documentation - Training, inspections, hazard abatement and employee safety communications |                                                                                                                             |
| <b>Policy Reviews</b>                                                                       |                                                                                            |                                                                                                                             |
| Y                                                                                           | Cal/OSHA 300A: Current + 5-year lookback                                                   | 2017 was posted correctly but previously years have been posted as one log for entire county, not per building as required. |
| Y                                                                                           | Fire Extinguisher: Policy, plan, procedure                                                 | States "Staff are not required to fight fire".                                                                              |
| <b>Documentation</b>                                                                        |                                                                                            |                                                                                                                             |
| Y                                                                                           | Department safety meeting rosters                                                          | Yes and very well documented                                                                                                |
| Y                                                                                           | Workplace safety inspections                                                               | Well documented                                                                                                             |
| Y                                                                                           | Employee safety & LSTP training rosters                                                    | Well documented                                                                                                             |
| Y                                                                                           | Incident Hazard Reports                                                                    |                                                                                                                             |
| Y                                                                                           | Cause                                                                                      |                                                                                                                             |
| Y                                                                                           | Corrections                                                                                |                                                                                                                             |
| Y                                                                                           | Corrective Action                                                                          |                                                                                                                             |
| <b>Comments:</b> Revisions have been made to the IIPP and is under review pending adoption. |                                                                                            |                                                                                                                             |
| <b>3. IIPP Effectiveness - Employee/Supervisor Interview (10 points)</b>                    |                                                                                            | <b>10/10</b>                                                                                                                |
| Employee interview questions:                                                               |                                                                                            |                                                                                                                             |
| 1) Can you please tell us what your most important safety concern is?                       |                                                                                            |                                                                                                                             |
| 2) Can you please show us a copy of your Department's Code of Safe Practices?               |                                                                                            |                                                                                                                             |
| 3) Can you please tell us the topic of discussion or training at your last safety meeting?  |                                                                                            |                                                                                                                             |
| 4) On a scale of 1 to 5 (1 is low and 5 is high), how important is safety in your county?   |                                                                                            |                                                                                                                             |
| 5) Who is responsible for safety in your county?                                            |                                                                                            |                                                                                                                             |
| Dept. Head                                                                                  | 1) Keeping my people safe.                                                                 |                                                                                                                             |
| Department –                                                                                | 2) COSP located in IIPP.                                                                   |                                                                                                                             |
| Human Resources                                                                             | 3) Ergonomics                                                                              |                                                                                                                             |
|                                                                                             | 4) Scale: low 1 2 3 4 <u>5</u> high                                                        |                                                                                                                             |
|                                                                                             | 5) All of us.                                                                              |                                                                                                                             |

|                                             |                                                       |
|---------------------------------------------|-------------------------------------------------------|
| Dept. Head<br>Department –<br>Library       | 1) Lifting the bin books.                             |
|                                             | 2) IIPP is on the shelf, and department COSP located. |
|                                             | 3) Trips and awareness of the book bin location.      |
|                                             | 4) Scale: low 1 2 3 4 <u>5</u> high                   |
|                                             | 5) Everybody.                                         |
| Employee<br>Department –<br>Human Resources | 1) Trips                                              |
|                                             | 2) IIPP is on the shelf, and department COSP located. |
|                                             | 3) Health and personal wellness                       |
|                                             | 4) Scale: low 1 2 3 4 <u>5</u> high                   |
|                                             | 5) Everybody                                          |
| Employee<br>Department –<br>Human Resources | 1) Slips, Trips, Falls                                |
|                                             | 2) IIPP is on the shelf, and department COSP located. |
|                                             | 3) Mental health and stress.                          |
|                                             | 4) Scale: low 1 2 3 4 <u>5</u> high                   |
|                                             | 5) Everyone                                           |
| Employee<br>Department –<br>Library         | 1) Steadiness of the book shelves.                    |
|                                             | 2) IIPP is on the shelf, and department COSP located. |
|                                             | 3) Weight of the transport bins                       |
|                                             | 4) Scale: low 1 2 3 4 <u>5</u> high                   |
|                                             | 5) Everyone.                                          |

**Comments:**

**4. Regular Monthly Employee Safety Meetings (15 points)**

12/15

| <b>Department Head Attendance</b>  |                                 |                                 |                          | <b>Maximum Points 5</b>                 |
|------------------------------------|---------------------------------|---------------------------------|--------------------------|-----------------------------------------|
| <u># of Department Heads</u><br>28 | <u>Meetings Attended</u><br>332 | <u>Meetings Required</u><br>420 | <u>% Meetings</u><br>79% | <u>Total D.H. Points</u><br>4           |
| <u>Non DOT</u> 21                  | 163                             | 252                             | 65%                      |                                         |
| <u>Roads/Public Works</u> 7        | 169                             | 168                             | 100%                     |                                         |
| <b>Department Safety Meetings</b>  |                                 |                                 |                          | <b>Maximum Points 10</b>                |
| <u># of Departments</u><br>28      | <u>Meetings Held</u><br>352     | <u>Meetings Required</u><br>420 | <u>% Meetings</u><br>84% | <u>Total Safety Meeting Points</u><br>8 |
| <u>Non DOT</u> 21                  | 183                             | 252                             | 73%                      |                                         |
| <u>Roads/Public Works</u> 7        | 169                             | 168                             | 100%                     |                                         |

**Comments:** There is opportunity to get individual departments to more actively hold their safety meetings and boost department head attendance.

|                                                                                                                                                                                                                 |                          |                         |                            |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|----------------------------|-----------------|
| <b>5. Leadership Supervision Training Program (20 points)</b>                                                                                                                                                   |                          |                         |                            | <b>15/20</b>    |
| # Supervisors<br>79                                                                                                                                                                                             | Classes Completed<br>178 | Required Classes<br>237 | % Classes Completed<br>75% | 20 x % = Points |
| Total Students in this search:<br>Students with 1 (LSTP class) completed:    x 1 = 10<br>Students with 2 (LSTP classes) completed:    x 2 = 12<br>Students with 3 (LSTP classes) or more completed:    x 3 = 48 |                          |                         |                            |                 |
| <b>Comments:</b> There is opportunity to get supervisors to more LSTP eligible workshops, consider use of Target Solutions.                                                                                     |                          |                         |                            |                 |
| <b>6. No outstanding identified workplace hazards. (5 points)</b>                                                                                                                                               |                          |                         |                            | <b>5/5</b>      |
| <b>Comments:</b> None                                                                                                                                                                                           |                          |                         |                            |                 |
| <b>7. Timely response to Trindel administrative and worker's compensation communications. (5 points)</b>                                                                                                        |                          |                         |                            | <b>5/5</b>      |
| <b>Comments:</b> Communication with Nick is excellent. He finds communication with Trindel excellent.                                                                                                           |                          |                         |                            |                 |
| <b>8. Participation in Trindel loss prevention activities. (5 points)</b>                                                                                                                                       |                          |                         |                            | <b>5/5</b>      |
| <b>Comments:</b> Yes                                                                                                                                                                                            |                          |                         |                            |                 |
| <b>9. CAJPA, PARMA, CALPELRA, &amp; CSOOC conference attendance. (5 points)</b>                                                                                                                                 |                          |                         |                            | <b>5/5</b>      |
| <b>Comments:</b> CAJPA and CALPELRA                                                                                                                                                                             |                          |                         |                            |                 |
| <b>10. Quarterly Loss Prevention Program Status Report to member County Board of Supervisor. (5 points)</b>                                                                                                     |                          |                         |                            | <b>5/5</b>      |
| <b>Comments:</b> 4 Reports to the BOS.                                                                                                                                                                          |                          |                         |                            |                 |
| <b>TOTAL POINTS</b>                                                                                                                                                                                             |                          |                         |                            | <b>90/100</b>   |

**Overall Comments:** Generally speaking a solid safety program. Nick is doing a very good deal of work on safety data and then using the data to focus the safety effort in Plumas County. The data Nick is presenting and using is a model for the rest of Trindel. The opportunities for improvement are getting safety meetings accomplished per the county IIPP and encouraging more leadership involvement in supervisor training opportunities.




3B

**Plumas County Department  
of Child Support Services**

blackford.michelle@Plumas.cse.ca.gov  
(530) 283-6117

# Memo

**To:** The Honorable Board of Supervisors  
**From:** Michelle Blackford, Director of Child Support Services   
**CC:**  
**Date:** September 24, 2018  
**Re:** Adopt Resolution for Exception to the 180-Day Wait Period Pursuant to GC Sections 7522.56 & 21224 (Child Support Specialist III)

---

## RECOMMENDATION

It is recommended that the Board approve the request of the Child Support Services Department to adopt the attached Resolution excepting the 180-Day wait period to hire a retired annuitant (per GC Sections 7522.56 & 21224) as a Child Support Specialist III Extra Help.

## BACKGROUND AND DISCUSSION

The Department currently has 2.0 FTE allocated, unfilled Child Support Specialist positions. Both positions are fully funded. In March of 2018 the Department recruited and hired a 1.0 FTE Child Support Specialist. That person left the position as of 9/21/2018 to take a position with the Plumas County Sheriff's Department – Corrections. A recruitment for the CSS III has begun.

In the meantime, the caseload has fallen behind due to the time spent training a new CSS and will fall further behind with the empty CSS position. Retired annuitant, Diana MacGregor, who previously filled the position of CSS III, has agreed to work as extra help for a temporary period to catch the caseload up and give the Department time to recruit and train another CSS III. Ms. MacGregor retired on 6/2/18 and has not been out of county employment for the required 180 days.

Thank you for your consideration of this matter.



**Resolution Number 18-\_\_\_\_\_**  
**Date of Resolution: October 2, 2018**

**RESOLUTION FOR 180-DAY WAIT PERIOD EXCEPTION**  
**G.C. sections 7522.56 & 21224**

WHEREAS, in compliance with Government Code section 7522.56 the PLUMAS COUNTY BOARD OF SUPERVISORS must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, DIANA MACGREGOR, XX-XXX-9460 retired from the COUNTY OF PLUMAS in the position of Child Support Specialist III, effective June 2, 2018; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is November 30, 2018, without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the PLUMAS COUNTY BOARD OF SUPERVISORS, the COUNTY OF PLUMAS and DIANA MACGREGOR certify that DIANA MACGREGOR has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the PLUMAS COUNTY BOARD OF SUPERVISORS hereby appoints DIANA MACGREGOR as an extra help retired annuitant to perform the duties of the Child Support Specialist III for the COUNTY OF PLUMAS under Government Code section 21224 effective October 9, 2018; and

WHEREAS, the entire employment agreement, contract or appointment document between DIANA MACGREGOR and the COUNTY OF PLUMAS has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$3,473.60 and the hourly equivalent is \$20.04, and the minimum base salary for this position is \$2,854.80 and the hourly equivalent is \$16.47; and

WHEREAS, DIANA MACGREGOR has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the PLUMAS COUNTY BOARD OF SUPERVISORS hereby certifies the nature of the employment of DIANA MACGREGOR as described herein and detailed in the attached employment Personnel Action Form and that this appointment is necessary to process Child Support Specialist III critical workload backlog for the COUNTY OF PLUMAS by October 9, 2018, until such time as the workload can be stabilized and a new Specialist can be trained.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Plumas on the 2nd day of October 2018, and the resolution was duly adopted at said meeting by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

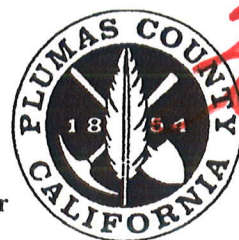
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Jeff Engel, Chair  
Plumas County Board of Supervisors

**ATTEST:**

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Nancy DaForno, Clerk of the Board of Supervisors  
County of Plumas, State of California



# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

## AGENDA REQUEST

For the October 2, 2018 meeting of the Plumas County Board of Supervisors

September 24, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: Authorization to Auction Public Works Surplus Vehicles and Equipment

## Background:

The Department of Public Works has the need to auction off surplus equipment to remain in compliance with California Air Resource Board Emissions, Cal-OSHA, and to remove obsolete miscellaneous surplus items as listed below:

| <u>Equipment #</u> | <u>Year/Make/Model</u>  | <u>VIN#</u>       |
|--------------------|-------------------------|-------------------|
| 21                 | 1991 Ford F150          | 1FTEF14H1MKA88447 |
| 22                 | 1991 Ford F150          | 1FTEF14HXMKA88446 |
| 76                 | 1962 Cat 12E Grader     | 99E5073           |
| 78                 | 1972 Peterbilt 358-FA   | 45068P            |
| 320                | 1974 AW PAC300 Grader   | 341-620           |
| 692                | 1969 SNOMA ST4B Snowcat | 100               |
| CD-3               | 1978 Ford F600          | F60BVCC1192       |

### Miscellaneous Asphalt Plant Items

- Gravel Hoppers (2)
- Hot oil tank (2)
- Gravel Conveyor
- 220v Electric Motor 60HP
- 220v Electric Motor 50HP
- 220v Electric Motor 15HP

### Miscellaneous Items

- Carbon Air Filter 345 Gallon Steel Tank (2)
- Climax engine and parts (non-operational) (3)

The Department of Public Works will utilize the new Service Agreement with TMC Auction & Realty to auction the surplus vehicles and equipment listed above.

## Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the sale of the vehicles and equipment listed above.



Plumas County Children and Families Commission

4D

**DATE:** 9-13-18

**TO:** Honorable Board of Supervisors

**FROM:** Ellen Vieira, First 5 Executive Director

**RE:** Consent Agenda Item for October 2, 2018

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**Item/Description/Recommendation:** The appointment of Andrew Woodruff, MPH to the First 5 Plumas County Children and Families Commission for a two-year term (2018-2020).

**History/Background:** As the Board may recall, Proposition 10, the Children and Families First Act, was approved by California voters in 1998 to promote and improve the early development of children from prenatal to five years of age. Proposition 10 increases the state surtax on cigarettes by \$0.50 per pack, and on other tobacco products. Plumas County receives approximately \$350,000/year in funding opportunities. In accordance with Plumas County Ordinance No. 98 908, all nine memberships on the First 5 Plumas County Children and Families Commission must be appointed by the Board of Supervisors.

On September 5, 2018, the Commission voted to recommend to the Board, Andrew Woodruff, director of the Plumas County Public Health Agency for a two-year term on the Commission. As you may recall the California Children and Families First Act mandates representation from the county health department, and Mr. Woodruff will replace Mimi Hall's membership on the Commission.

At this time the Board of Supervisors is asked to accept the recommendation of First 5 Plumas and appoint Andrew Woodruff for membership on the Commission. I have attached the Commission's Membership Matrix for your review.

Please contact me should you have any questions.

Thank you.





## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Rebecca Herrin, Assistant Planning Director *rh*

**MEETING DATE:** October 2, 2018

**SUBJECT:** **PUBLIC HEARING ITEM:** Proposed ordinance amending Plumas County Code Sections which implement the State Responsibility Area Fire Safe Regulations (Title 8 Building Regulations and Title 9 Planning and Zoning)

**Note:** The proposed State Responsibility Area regulations will only apply to those private lands in identified State Responsibility Areas as shown on CALFIRE maps. The areas located within the Chester Public Utility District, the valley floor of the Sierra Valley, the City of Portola and parts of Quincy and East Quincy within the Quincy Fire Protection District are excluded from requirements of this ordinance as they are designated as Local Responsibility Areas.

A display map will be available at the Public Hearing that shows these areas.

*A public hearing notice was published in all four newspapers of general circulation in the County on September 19, 2018.*

*A summary of the proposed ordinance was published in all four newspapers of general circulation in the County on September 19, 2018.*

**BACKGROUND:** Section 4290 of the Public Resources Code requires the Board of Forestry and Fire Protection to “adopt regulations implementing minimum fire safety standards related to defensible space which are applicable to state responsibility area lands under the authority of the department.” The statute is further clarified and made specific in regulation in Title 14, the Natural Resources Division of the California Code of Regulations.

At the regularly scheduled meeting on March 4, 2015, the Board of Forestry adopted amendments to these regulations governing fire safe development in the State

Responsibility Area (SRA). These amendments were approved by the Office of Administrative Law on April 27, 2015 and became effective on January 1, 2016. All certification of previous local ordinances was rescinded. Therefore, Plumas County has been operating under the State statutes rather than the previously adopted local county codes since January 1, 2016.

The proposed ordinance amends Titles 8 (Building Regulations) and 9 (Planning and Zoning) in order to implement the State Responsibility Area Fire Safe Regulations locally. There are several proposed exceptions from the regulations in certain sections of the proposed ordinance:

- ***Methods for reducing the thirty foot side and rear yard setbacks on parcels over one acre in size.***
- ***Methods to address setbacks on parcels less than one acre in size that are not located within structural fire protection districts.***
- ***Methods to address new additions to existing structures located on developed parcels.***

The regulations require that the Board of Supervisors enact the ordinance, then submit the ordinance to the Board of Forestry and Fire Protection for final certification.

The County's cost in enacting the ordinance and then later amending the ordinance if not certified would be substantial. Therefore, the staff of the Board of Forestry and Fire Protection were convinced to allow a tentative review prior to Board of Supervisors enactment of the ordinance in order to ensure that the ordinance was in compliance with the State's regulations.

After tentative approval by the Board of Supervisors on July 18, 2017, the ordinance was forwarded to the Board of Forestry and Fire Protection. The Resource Protection Committee of the California Board of Forestry and Fire Protection reviewed the proposed ordinance on December 5, 2017 and recommended minor changes which were incorporated prior to the meeting.

The ordinance's purpose is to protect natural resources and public health and safety. Therefore, it is exempt from the requirements of the California Environmental Quality Act under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment.

The Plumas County Planning Commission recommended approval of this ordinance by Resolution 2016-1 at the meeting held on September 1, 2016.

**ACTIONS FOR CONSIDERATION:**

Staff recommends that the Board of Supervisors:

- I. **HOLD A PUBLIC HEARING** on the proposed ordinance implementing the State Responsibility Area Fire Safe Regulations and environmental review;
- II. **CEQA COMPLIANCE AND DETERMINATION:** Find that the ordinance adoption is exempt from the requirements of the California Environmental Quality Act (CEQA) under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance adoption may have a significant effect because the ordinance adoption will provide the same practical effect as the State Responsibility Area (SRA) Regulations and will protect natural resources and public health and safety;
- III. **WAIVE THE FIRST READING OF THE ORDINANCE.**



ORDINANCE NO. 2018-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING PLUMAS COUNTY CODE SECTIONS WHICH IMPLEMENT THE STATE RESPONSIBILITY AREA FIRE  
SAFE REGULATIONS BY ADOPTING AND AMENDING CERTAIN SECTIONS  
OF TITLE 8 (BUILDING REGULATIONS) AND TITLE 9 (PLANNING AND ZONING) OF THE PLUMAS COUNTY CODE

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

Section 1. Sections 8-14.01 through 8-14.03 of Chapter 14 of Title 8 and Sections 9-2.216, 9-2.227.5, and 9-2.299.8 of Article 2 of Chapter 2 (Definitions); Section 9-2.419 of Article 4 of Chapter 2 (General Requirements); Section 9-2.1205 of Article 12 of Chapter 2 (Administration and Enforcement); Section 9-2.1305 of Article 13 of Chapter 2 (Single-Family Residential Zones); Section 9-2.1405 of Article 14 of Chapter 2 (Multiple-Family Residential Zone); Section 9-2.1505 of Article 15 of Chapter 2 (Suburban Zone); Section 9-2.1605 of Article 16 of Chapter 2 (Secondary Suburban Zone); Section 9-2.1705 of Article 17 of Chapter 2 (Rural Zone-R-10); Section 9-2.1805 of Article 18 of Chapter 2 (Rural Zone-R-20); Section 9-2.1902 of Article 19 of Chapter 2 (Core Commercial Zone); Section 9-2.2005 of Article 20 of Chapter 2 (Periphery Commercial Zone); Section 9-2.2105 of Article 21 of Chapter 2 (Convenience Commercial Zone); Section 9-2.2205 of Article 22 of Chapter 2 (Recreation Commercial Zone); Section 9-2.2305 of Article 23 of Chapter 2 (Recreation Zone); Section 9-2.2405 of Article 24 of Chapter 2 (Recreation-Open Space Zone); Section 9-2.2505 of Article 25 of Chapter 2 (Heavy Industrial Zone); Section 9-2.2605 of Article 26 of Chapter 2 (Light Industrial Zone); Section 9-2.2905 of Article 29 of Chapter 2 (Lake Zone); Section 9-2.3005 of Article 30 of Chapter 2 (Agricultural Preserve Zone); Section 9-2.3105 of Article 31 of Chapter 2 (General Agriculture Zone); Section 9-2.3207 of Article 32 of Chapter 2 (Timberland Production Zone); Section 9-2.3305 of Article 33 of Chapter 2 (General Forest Zone); Section 9-2.3405 of Article 34 of Chapter 2 (Mining Zone); Sections 9-3.305 and 9-3.315 of Article 3 of Chapter 3 (Design-Subdivisions); Section 9-3.802 of Article 8 of Chapter 3 (Violations); Section 9-4.104 of Article 1 of Chapter 4 (Purposes and Application-Development Standards); Sections 9-4.301 through 9-4.370 of Article 3 of Chapter 4 (Definitions-Development Standards); Sections 9-4.402 through 9-4.413 of Article 4 of Chapter 4 (Classification of Public and Private Roads-Development Standards); Sections 9-4.501 through 9-4.504 of Article 5 of Chapter 4 (Minimum Design Standards-Development Standards); Sections 9-4.603 through 9-4.606 of Article 6 of Chapter 4 (Road Specifications-Development Standards); Section 9-4.703 of Article 7 of Chapter 4 (Traffic Volume-Development Standards); Sections 9-4.902 through 9-4.907 of Article 9 of Chapter 4 (Access-Development Standards); Sections 9-4.1002 and 9-2.1006 of Article 10 of Chapter 4 (Emergency Water for Fire Protection-Development Standards); Sections 9-8.101 of Article 1 of Chapter 8 (Purposes and Application-Street Address System); Sections 9-8.202 through 9-8.208 of Article 2 of Chapter 8 (Definitions-Street Address System); Sections 9-8.403 and 9-8.404 of Article 4 of Chapter 8 (Posting-Street Address System); Section 9-8.602 of Article 6 of Chapter 8 (Road Identification-Street Address System); Sections 9-9.101 through 9-9.103 of Article 1 of Chapter 9 (Purpose and Application-State Responsibility Area Fire Safe Regulations); Section 9-9.202 of Article 2 of Chapter 9 (Exceptions-State Responsibility Area Fire Safe Regulations); Sections 9-9.402 through 9-9.406 of Article 4 of Chapter 9 (Definitions-SRA Fire Safe Regulations) of Title 9 of the Plumas County Code are adopted and amended as set forth in Exhibit "A".

Section 2.

Exhibit "A" shall take effect when, and if, the Board of Forestry and Fire Protection certifies Plumas County ordinances, as amended, as equaling or exceeding the State Responsibility Area Fire Safe Regulations. If the Board of Forestry does not so certify, this Ordinance with Exhibit "A", shall be null and void.

Section 3. Codification.

Once certified by the Board of Forestry and Fire Protection, this ordinance shall be codified.

Section 4. Publication.

A summary of this ordinance shall be published, pursuant to Section 25124(b)(1) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the *Feather River Bulletin*, the *Indian Valley Record*, the *Chester Progressive*, and the *Portola Reporter*, newspapers of general circulation in the County of

Plumas.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on

the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and passed and adopted on the \_\_\_\_\_

day of \_\_\_\_\_, 2018 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of said Board of Supervisors

Exhibit "A"

**Sec. 8-14.01. - Disposal of flammable vegetation and fuels.**

Disposal, including chipping, burying, burning or removal to a landfill site approved by the County, of flammable vegetation and fuels removed during construction shall be completed before final inspection of a building permit.

**Sec. 8-14.02. - Driveways.**

- (a) General. Driveways shall be provided and maintained in accordance with the provisions of this section. Driveways shall be constructed as provided by Chapter 4 of Title 9 of this Code, commencing with Section 9-4.101.
- (b) Where required. Driveways shall be required for every building constructed after the effective date of this code, but shall not be required for accessory buildings as defined in Section 9-4.302 (Accessory Building) and under (i) (1) of this section.

EXCEPTIONS: Exceptions from the provisions of this section may be made as provided in Section 9-9.202 of Chapter 9 of Title 9 of this Code.

More than one driveway may be required when it is determined by the chief that access by a single road may be impaired by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

- (c) Permissible modifications. Vertical clearances or widths required by this section shall be increased when, in the opinion of the chief, vertical clearances or widths are not adequate to provide fire apparatus access.
- (d) Obstruction. The required width of any driveway shall not be obstructed in any manner, including parking of vehicles. Minimum required widths and clearances established under this section shall be maintained at all times.
- (e) Signs. When required, approved signs or other approved notices shall be provided and maintained for driveways to identify such roads and prohibiting their obstruction.
- (f) Gates. Gate entrances shall be at least two (2') feet wider than the width of the traffic lanes serving that gate. Minimum width of gate entrances shall be of a minimum width of 14 (14') foot unobstructed horizontal clearance and 15 (15') foot vertical clearance.

All gates providing access from a road to a driveway shall be located at least thirty (30') feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on that road.

Security gates shall not be installed without approval of the Building Official, who may consult with emergency services providers prior to issuance of the approval. Security gates and the emergency operation shall be maintained operational at all times.

The regulations in this section do not apply to gates serving agricultural uses.

Where a one-way road with a single traffic lane provides access a gated entrance, a forty (40') foot turning radius shall be provided.

- (g) Administration. It shall be the duty of the chief and the Building Official to administer the provisions of this section. Before issuing a building permit for new construction not related to an existing structure and before issuing a permit for siting of a manufactured home (as defined by the National Fire Protection Association, National Fire Code, Section 501A, Standards for Fire Safety, Criteria for Manufactured Home Installations, Sites and Communities, Chapter 1, Section 1-2, Definitions, page 4, 1987 edition and Health and Safety Code Sections 18007, 18008, and 19971), the Building Official shall require submittal of plans for required driveway construction. The County Engineer shall review those plans and may impose any needed conditions for their conformance with the provisions of this section. If a driveway will have any grade in excess of thirteen (13%) percent, a registered engineer shall prepare the plans. The driveway shall be constructed before final inspection or issuance of a

certificate of occupancy as decided by the Building Official. The Building Official shall establish a procedure for coordination with the chiefs in the issuance of building permits.

- (h) Reports of violations of this section shall be **forwarded to the California Department of Forestry and Fire Protection Unit Headquarters.**

- (i) Certain words and phrases used in this section are defined as set forth below:

(1) **"Accessory building" shall mean any building used as an accessory to residential, commercial, recreational, industrial, or educational purposes as defined in the California Building Code, 1989 Amendments, Chapter 11, Group M, Division 1, Occupancy that requires a building permit.**

(2) **"Building" shall mean any structure used or intended for supporting or sheltering any use of occupancy that is defined in the California Building Code, 1989 Amendments, Chapter 11, except Group M, Division 1, Occupancy. For the purposes of this subchapter, building includes mobile homes and manufactured homes, churches, and day care facilities.**

(3) "Driveway" shall mean a vehicular access that serves no more than two (2) buildings, with no more than three (3) dwellings on a single parcel, and any number of **accessory** buildings.

(3) "One-way road" shall mean a roadway designed for traffic flow in one direction only.

(4) "Roadway" shall mean any surface designed, improved, or ordinarily used for vehicle travel including appurtenant structures.

#### **Sec. 8-14.03. - Premises identification.**

Addresses and road signs shall be posted and installed as provided for in Chapter 8 of Title 9 of this Code, commencing with Section 9-8.101. Reports of violations of this section shall be **forwarded to the California Department of Forestry and Fire Protection Unit Headquarters.**

- (b) The owner of manager resides on the property.
- (c) Meals are served to guests of the inn only;
- (d) On-site parking is adequately screened from view from the street;
- (e) The use maintains the architectural integrity of the building and the character of the neighborhood; and
- (f) There is no more than one business sign of no more than six (6) square feet, or no more than one business sign of no more than twenty-four square feet where the use is in the Multiple-Family Residential Zone (M-R).

(§ 1, Ord. 89-716, eff. October 5, 1989, as amended by § 1, Ord. 91-759, eff. August 1, 1991, and § 1, Ord. 92-787, eff. July 16, 1992; as amended by Exh. A, § 1, Ord. 96-873, eff. October 31, 1996, as amended by § 1, Ord. 99-916, eff. June 10, 1999)

**Sec. 9-2.214. Boat Ramp.**

"Boat ramp" shall mean a ramp from land to water for launching boats. (§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.215. Boat service.**

"Boat service" shall mean the service of boats or accessory commodities. (§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.216. Building.**

"Building" shall mean any structure used or intended for supporting or sheltering any use of occupancy that is defined in the California Building Code.

**Sec. 9-2.217. Building coverage.**

"Building coverage" shall mean that area of a parcel covered by roofs. (§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.217.5. Building Supply.**

"Building Supply" shall mean a store engaged in the sale of materials used in the construction of buildings or other structures; other than the retail sale of paint, fixtures and hardware. (§ 1, Ord. 94-832, eff. June 9, 1994)

**Sec. 9-2.218. Business office.**

"Business office" shall mean an office used for provision of sales, professional, executive, management, financial or administrative services. (§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 89-719, eff. November 2, 1989)

**Sec. 9-2.218.5. California redemption value materials.**

"California redemption value materials" shall mean anything bearing the messages "CA Redemption Value," "California Redemption Value," "CA Cash Refund," or "California Cash Refund" under the authority of the California Beverage Container Recycling and Litter Reduction Act [Division 12.1 Public Resources Code, commencing with Section 14500]. (§ 1, Urgency Ord. 91-757 eff. July 18, 1991; Ord. 91-759, eff. August 1, 1991)

**Sec. 9-2.219. Camp ground.**

"Camp ground" shall mean a facility of two (2) or more spaces for temporary habitation in tents, recreational vehicles, or mobile shelters. (§ 3, Ord. 84-593, eff. January 3, 1985; as amended by Exh. A, § 3, Ord. 99-924, eff. November 11, 1999)



**Sec. 9-2.225.3. Community care facility.**

"Community care facility" shall mean any facility, place, or building which is maintained and operated to provide nonmedical residential care, adult day care, or home-finding agency services for children, adults, or children and adults, including, but not limited to, physically handicapped, mentally impaired, or incompetent persons, and shall not include drug recovery facilities. Such use is subject to additional requirements of the County and the State. (§ 2, Ord. 86-623, eff. February 6, 1986)

**Sec. 9-2.225.7. Community care facility, limited residential.**

"Community care facility, limited residential" shall mean a community care facility which provides twenty-four (24) hour care for six (6) or fewer persons, with the residents and operators being considered a family. "Six (6) or fewer persons" shall not include the provider, or members of the provider's family, or persons employed as facility staff. Such use is subject to additional requirements of the County and the State. (§ 2, Ord. 86-623, eff. February 6, 1986)

**Sec. 9-2.226. Construct.**

"Construct" shall mean to erect, reconstruct, alter, move in, or move upon. (§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.226.5. Development permit**

"Development permit" shall mean any permit or other grant of approval under the provisions of this Title for any man-made change to improved or unimproved real estate, including walled and roofed buildings, gas storage tanks that are principally above ground, liquid storage tanks that are principally above ground, manufactured homes, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials. (Exh. A, § 3, Ord. 98-902, eff. September 10, 1998)

**Sec. 9-2.227. Dock.**

"Dock" shall mean a structure for the mooring of two (2) or fewer boats. (§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 86-623, eff. February 6, 1986)

**Sec. 9-2.227.5. Driveway.**

"Driveway" shall mean a vehicular access that serves no more than two buildings, with no more than three dwellings on a single parcel and which may serve any number of accessory buildings. (§ 1, Ord. 91-762, eff. December 13, 1991, as amended by § 1, Ord. 92-783, eff. July 9, 1992, as amended by Exh. A, § 1, Ord. 96-873, eff. October 31, 1996)

**Sec. 9-2.228. Dwelling unit.**

"Dwelling unit" shall mean a building, or portion of a building, which provides for sleeping, cooking, eating and sanitation for one family and may include one additional quarters and shall include household animals. (§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-759, eff. August 1, 1991, as amended by § 1, Ord. 92-783, eff. July 9, 1992)

**Sec. 9-2.229. Electric generation.**

"Electric generation" shall mean the conversion of various forms of energy to electricity. (§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.230. Electric generation, limited.**

"Electric generation, limited" shall mean electric generation by the use of water or of resources immediately available on the premises. (§ 3, Ord. 84-593, eff. January 3, 1985)



**Sec. 9-2.299.3. Warehousing.**

"Warehousing" shall mean the holding of commodities before distribution to retailers or to intermediaries between manufacture and sale to wholesalers or retailers. (§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.299.4. Wholesale commercial supply.**

"Wholesale commercial supply" shall mean a service for stocking and supplying materials, machines, and products essential to businesses or services in the vicinity. (§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.299.5. Wholesaling.**

"Wholesaling" shall mean the selling of commodities in large quantities, especially to retailers. (§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.299.6. Width.**

"Width" shall mean the average distance between the side lines of a lot. (§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.299.7. Wildlife management.**

"Wildlife management" shall mean the management of wildlife and its ecosystem to provide for the maintenance of desirable populations. (§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.299.8. Yard.**

"Yard" shall mean an area extending from a property line into a property, which area shall be free of buildings and any aboveground structures, except as otherwise provided by this chapter.

- (a) "Front yard" shall mean a yard measured from the front **property** line or, if the front **property** line is in a street, from the edge of the **easement or the edge of a right-of-way line to the nearest point of the foundation or support of a building or structure. Setbacks adjacent to existing private roads without defined right-of-way or road easements shall be measured from the edge of the maintained area of the road.**
- (b) "Rear yard" shall mean a yard measured from the rear **property** line **to the nearest point of the foundation or support of a building or structure.**
- (c) "Side yard" shall mean a yard measured from the side **property** line **to the nearest point of the foundation or support of a building or structure.**

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.299.9. Zoning Administrator.**

"Zoning Administrator" shall mean the Zoning Administrator of the County.  
(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.419. Yards.**

These yard requirements are applicable to all properties located within the State Responsibility Area as shown on the latest version of the California Department of Forestry and Fire Protection Fire and Resource Assessment Program (FRAP) Map.

Yard requirements for properties located within a Local Responsibility Area as shown on the latest version of the California Department of Forestry and Fire Protection Fire and Resource Assessment Program (FRAP) Map shall be as provided by the applicable zoning district.

The following requirements pertain to building permit applications for new buildings and accessory buildings approved after the effective date of this ordinance. (California Code of Regulations, Title 14, 1270.02)

- (a) Yard requirements for parcels of one acre or more shall be:
  - (1) The minimum front yard requirement shall be not less than required in the applicable zone and Section 9-2-408, Garages and carports, and Section 9-2-414.5, Porches and stoops, of this Article; but in no case shall the minimum front yard requirement be less than thirty (30') feet from the center line of the street; and
  - (2) The minimum side and rear yard requirements shall be at least thirty (30') feet **from property lines, or, if any of the following are met, shall be as provided by the applicable zoning district: (California Code of Regulations, Title 14, Section 1276.01)**
  - (3) Structures built prior to the effective date of this ordinance may be expanded without being subject to the above limitations on setbacks if:
    - (i) The expansion or addition does not expand the existing building footprint any further into the thirty (30') foot setback; and
    - (ii) The expansion or addition is in compliance with the setback standard imposed by the applicable zoning district.
  - (4) A detached accessory building may be located within the 30-foot setback when it is constructed using non-combustible or fire resistant materials, meeting the standards of Sections 704A and 705A Ignition-Resistant Construction, Materials and Construction Methods for Exterior Wildfire Exposure, 2013 California Building Code and is located not closer than 20 feet to another building.
  - (5) The minimum side and rear yard requirements may be reduced to the standard setback for the zone if an exception is granted by the California Department of Forestry and Fire Protection. This exception shall be subject to review and approval by the Planning Director.
- (b) **For parcels less than one acre in size, the County shall provide for the "same practical effect" as defined in Section 9-4.348.** Yard requirements for parcels of less than one acre shall be:
  - (1) The minimum front yard requirement shall be not less than required in the applicable zone and Section 9-2.408, Garages and carports, and Section 9-2.414.5, Porches and stoops, of this Article; but in no case shall the minimum front yard requirement be less than thirty (30') feet from the center line of the street; and
  - (2) **Methods of achieving the same practical effect are listed below.** The minimum



side and rear yard shall be thirty (30') feet, or, if any of the following are met, **shall be as** provided by the applicable zoning district:

- (i) The building is proposed to be built on a property located within a district that provides structural fire protection and that has an ISO class of 9 or better and the property meets all applicable conditions of that district for provision of structural fire protection by the district; or
- (ii) The construction is for commercial or industrial use consisting of commercial or industrial occupancies meeting the construction standards of the California Building Code; or
- (iii) For all buildings and accessory buildings within thirty (30') feet of the side or rear property lines, all exterior building materials meet the standards of Section 704A and Section 705A Roofing, Ignition-Resistant Construction, Materials and Construction Methods for Exterior Wildfire Exposure, 2013 California Building Code; or
- (iv) The property owner has the right, through easement or similar entitlement, to meet on adjoining property the minimum thirty (30') clearance standards of Public Resources Code Section 4290 and 4291; or
- (v) The side or rear property line is contiguous to a street that provides an area that meets the minimum thirty (30') foot clearance standards of Public Resources Code Section 4290 and 4291; or
- (vi) The side or rear property line is contiguous to a stream, lake, other body of water or wetland that provides an area that meets the minimum thirty (30') foot clearance standards of Public Resources Code Section 4290 and 4291; or
- (v) An exception granted under Sections 9-2.702 (Planned Development Permits), 9-2.802 (Variances), 9-3.205 (Administration-Modifications), 9-4.202 (Modifications), or 9-9.202 (Exceptions) that provides same overall practical effect as the section from which it is granted. Exceptions granted shall be forwarded to the California Department of Forestry and Fire Protection Unit Headquarters. (California Code of Regulations, Title 14, 1270.07)

**Sec. 9-2.1305. Yards (2-R, 3-R, 7-R).**

The minimum yard requirements in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

**Sec. 9-2.1306. Parking and loading (2-R, 3-R, 7-R).**

Parking and loading in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).  
(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.1307. Signs (2-R, 3-R, 7-R).**

Signs in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as permitted by Section 9-2.416 of Article 4 of this chapter (General Requirements: Signs).  
(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.1405. Yards (M-R).**

The minimum yard requirements in the Multiple-Family Residential Zone (M-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: None (0') feet and;
- (b) Side and rear yards: Five (5') feet per story.

**Sec. 9-2.1406. Parking and loading (M-R).**

Parking and loading in the Multiple-Family Residential Zone (M-R) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.1407. Signs (M-R).**

- (a) Signs in the Multiple-Family Residential Zone (M-R) shall be as permitted by Section 9-2.416 of Article 4 of this chapter (General Requirements: Signs).
- (b) Business signs shall not exceed a total area of twenty-four (24) square feet for each street frontage.

(§ 3, Ord. 84-593, eff. January 3, 1985)

## Article 15. Suburban Zone (S-1)

### Sec. 9-2.1501. Purpose (S-1).

The purpose of the Suburban Zone (S-1) is to provide for dwelling units at the ratio of one to three (3) acres per dwelling unit with provisions for compatible uses.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### Sec. 9-2.1502. Uses (S-1).

(a) The following uses shall be permitted in the Suburban Zone (S-1):

- (1) One dwelling unit; one guest house; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area; and
- (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, home businesses, small animal husbandry, and horticulture.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

- (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H breeding projects and FFA animal projects, nurseries, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

- (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 11, Ord. 86-623, eff. February 6, 1986; and § 2, Ord. 89-716, eff. October 5, 1989; and § 1, Ord. 92-787, eff. July 16, 1992; and § 4, Ord. 93-817, eff. November 11, 1993; and Exh. A, § 8, Ord. 99-924, eff. November 11, 1999; and § 2, Ord. 00-932, eff. June 8, 2000, and § 2, Ord. 07-1061, eff. December 6, 2007)

### Sec. 9-2.1503. Height (S-1).

No structure in the Suburban Zone (S-1) shall exceed thirty-five (35') feet in height.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### Sec. 9-2.1504. Area and width (S-1).

(a) The minimum net lot area in the Suburban Zone (S-1) shall be one acre.

(b) The minimum width shall be 120 feet. (§ 3, Ord. 84-593, eff. January 3, 1985)

### Sec. 9-2.1505. Yards (S-1).

The minimum yard requirements in the Suburban Zone (S-1) shall be **as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):**

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

### Sec. 9-2.1506. Parking and loading (S-1).

Parking and loading in the Suburban Zone (S-1) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.1605. Yards (S-3).**

The minimum yard requirements in the Secondary Suburban Zone (S-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

**Sec. 9-2.1606. Parking and loading (S-3).**

Parking and loading in the Secondary Suburban Zone (S-3) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.1607. Signs (S-3).**

Signs in the Secondary Suburban Zone (S-3) shall be as permitted by Section 92.416 of Article 4 of this chapter (General Requirement: Signs).

(§ 3, Ord. 84-593, eff. January 3, 1985)



**Sec. 9-2.1705. Yards (R-10).**

The minimum yard requirements in the Rural Zone (R-10) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

**Sec. 9-2.1706. Parking and loading (R-10).**

Parking and loading in the Rural Zone (R-10) shall be required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.1707. Signs (R-10).**

Signs in the Rural Zone (R-10) shall be as permitted by Section 9-2.416 of Article 4 of this chapter (General Requirements: Signs).

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.1805. Yards (R-20).**

The minimum yard requirements in the Rural Zone (R-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: twenty (20') feet; and
- (b) Side and rear yards: five (5') feet per story.

**Sec. 9-2.1806. Parking and loading (R-20).**

Parking and loading in the Rural Zone (R-20) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.1807. Signs (R-20).**

Signs in the Rural Zone (R-20) shall be as permitted by Section 9-2.416 of Article 4 of this chapter (General Requirements: Signs).

(§ 3, Ord. 84-593, eff. January 3, 1985)

## **Article 19. Core Commercial Zone (C-1)**

### **Sec. 9-2.1901. Purpose (C-1).**

The purpose of the Core Commercial Zone (C-1) is to provide for primarily pedestrian-oriented commercial uses near dense residential areas.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.1902. Uses (C-1).**

(a) The following uses shall be permitted in the Core Commercial Zone (C-1):

- (1) Business offices, child day care homes, limited child day care homes, child day care facilities, personal services, retail stores, taverns, restaurants, and parking lots.
- (2) Lodging on the second floor if the entire first floor is in commercial use.
- (3) One dwelling unit where the residential uses does not exceed the floor area of the commercial use; and
- (4) Dwelling units on the second floor if the entire first floor is in commercial use.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

- (1) Alcohol and drug recovery facilities, limited electric generation, gas stations, health service, mining, places of assembly, postal services, public service facilities, public utility facilities, recreation facilities, schools, and community care facilities.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 15, Ord. 86-623, eff. February 6, 1986, and § 1, Ord. 89-719, eff. November 2, 1989, and § 1, Urgency Ord. 91-757, eff. July 18, 1991, and § 1, Ord. 91-759, eff. August 1, 1991, and § 1, Ord. 94-836, eff. July 14, 1994, and §1, Ord. 05-1031, eff. Sept. 8, 2005, and § 2, Ord. 07-1061, eff. December 6, 2007)

### **Sec. 9-2.1903. Height (C-1).**

No structure in the Core Commercial Zone (C-1) shall exceed thirty-five (35') feet in height.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.1904. Area (C-1).**

The minimum net lot area in the Core Commercial Zone (C-1) shall be 2,000 square feet.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.1905. Yards (C-1).**

The minimum yard requirements in the Core Commercial Zone (C-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: None and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

**Sec. 9-2.2005. Yards (C-2).**

The minimum yard requirements in the Periphery Commercial Zone (C-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

**Sec. 9-2.2006. Landscaping (C-2).**

Landscaping in the Periphery Commercial Zone (C-2) shall be as required by Section 9-2.410 of Article 4 of this article (General Requirements: Landscaping).

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.2007. Parking and loading (C-2).**

Parking and loading in the Periphery Commercial Zone (C-2) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.2008. Signs (C-2).**

- (a) Signs in the Periphery Commercial Zone (C-2) shall be as permitted by Section 9-2.416 of Article 4 of this chapter (General Requirements: Signs).
- (b) Business signs shall be permitted, the total face area of which does not exceed ten (10%) percent of the building front square footage nor 200 square feet, whichever is less, for each street frontage treated separately, except that each frontage shall be allowed at least thirty-two (32) square feet.
- (c) Subject to the issuance of a special use permit, one additional self-supporting sign structure shall be permitted with a total face area not to exceed 200 square feet.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 16, Ord. 86-623, eff. February 6, 1986)

**Sec. 9-2.2105. Yards (C-3).**

The minimum yard requirements in the Convenience Commercial Zone (C-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: None, except ten (10') feet when adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1 Ord. 91-762, effective December 13, 1991; and § 10, Ord. 04-998, eff. Feb. 5, 2004)

**Sec. 9-2.2106. Parking and loading (C-3).**

Parking and loading in the Convenience Commercial Zone (C-3) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.2107. Signs (C-3).**

- (a) Signs in the Convenience Commercial Zone (C-3) shall be as permitted by Section 9-2.416 of Article 4 of this chapter (General Requirements: Signs).
- (b) Business signs shall be permitted, the total face area of which does not exceed ten (10%) percent of the building front square footage nor 200 square feet, whichever is less, for each street frontage treated separately, except that each frontage shall be allowed at least thirty-two (32) square feet.
- (c) Subject to the issuance of a special use permit, one additional self-supporting sign structure shall be permitted with a total face area not to exceed 100 square feet.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 17, Ord. 86-623, eff. February 6, 1986)

**Sec. 9-2.2205. Yards (R-C).**

The minimum yard requirements in the Recreation Commercial Zone (R-C) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. December 13, 1991; and § 11, Ord. 04-998, eff. Feb. 5, 2004)

**Sec. 9-2.2206. Parking and loading (R-C).**

Parking and loading in the Recreation Commercial Zone (R-C) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.2207. Signs (R-C).**

- (a) Signs in the Recreation Commercial Zone (R-C) shall be as permitted by Section 9-2.416 of Article 4 of this chapter (General Requirements: Signs).
- (b) Business signs shall be permitted, the total face area of which does not exceed ten (10%) percent of the building front square footage nor 200 square feet, whichever is less, for each street frontage treated separately, except that each frontage shall be allowed at least thirty-two (32) square feet.
- (c) Subject to the issuance of a special use permit, one additional self-supporting sign structure shall be permitted with a total face area not to exceed 200 square feet.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 18, Ord. 86-623, eff. February 6, 1986)

**Sec. 9-2.2304. Area, width, and coverage (Rec).**

- (a) The minimum lot areas in the Recreation Zones shall be as follows:
  - (1) The minimum net lot area in the Rec-P Zone shall be 8,500 square feet.
  - (2) The minimum net lot area in the Rec-1 Zone shall be one acre.
  - (3) The minimum gross lot area in the Rec-3 Zone shall be three (3) acres.
  - (4) The minimum gross lot area in the Rec-10 Zone shall be ten (10) acres.
  - (5) The minimum gross lot area in the Rec-20 Zone shall be twenty (20) acres.
- (b) The minimum widths in the Recreation Zones shall be as follows:
  - (1) The minimum width in the Rec-P Zone shall be sixty (60') feet.
  - (2) The minimum width in the Rec-1 Zone shall be 120 feet.
  - (3) The minimum width in the Rec-3 Zone shall be 150 feet.
  - (4) The minimum width in the Rec-10 Zone shall be 300 feet.
  - (5) The minimum width in the Rec-20 Zone shall be 300 feet.
- (c) The maximum building coverage in the Rec-P Zone shall not exceed fifty (50%) percent of the lot area.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by Exh. A, § 6, Ord. 99-915, eff. June 3, 1999)

**Sec. 9-2.2305. Yards (Rec).**

The minimum yard requirements in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. December 13, 1991; and § 12, Ord. 04-998, eff. Feb. 5, 2004)

**Sec. 9-2.2306. Parking and loading (Rec).**

Parking and loading in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading). (§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.2307. Signs (Rec).**

- (a) Signs in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as permitted by Section 9-2.416 of Article 4 of this chapter (General Requirements: Signs).
- (b) Business signs shall be permitted, the total face of which does not exceed ten (10%) percent of the building front square footage nor 200 square feet, whichever is less, for each street frontage treated separately, except that every frontage shall be allowed at least thirty-two (32) square feet.
- (c) Subject to the issuance of a special use permit, one additional self-supporting sign structure shall be permitted with a total face area not to exceed 100 feet.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 19, Ord. 86-623, eff. February 6, 1986, and Ord. 86-643, eff. November 6, 1986)



## **Article 24. Recreation-Open Space Zone (Rec-OS)**

### **Sec. 9-2.2401. Purpose (Rec-OS).**

The purpose of the Recreation-Open Space Zone (Rec-OS) is to provide for open space recreation uses of prime recreation sites and to provide for cemeteries.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.2402. Uses (Rec-OS).**

(a) The following uses shall be permitted in the Recreation-Open Space Zone (Rec-OS):

(1) Golf facilities, parks, grazing, horticulture, timber management, and boat ramps.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Public utility facilities, public service facilities, outdoor shooting ranges, and hunting clubs.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 20, Ord. 86-623, eff. February 6, 1986)

### **Sec. 9-2.2403. Height (Rec-OS).**

No structure in the Recreation-Open Space Zone (Rec-OS) shall exceed thirty-five (35') feet in height.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.2404. Area, width, and coverage (Rec-OS).**

(a) The minimum net lot area in the Recreation-Open Space Zone (Rec-OS) shall be 8,500 square feet.

(b) The minimum width shall be sixty (60') feet.

(c) The maximum building coverage shall not exceed seventy (70%) percent of the lot area.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.2405. Yards (Rec-OS).**

The minimum yard requirements in the Recreation-Open Space Zone (Rec-OS) shall be **as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):**

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to residentially zoned parcels.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. December 13, 1991; and § 12, Ord. 04-998, eff. Feb. 5, 2004)

### **Sec. 9-2.2406. Parking and loading (Rec-OS).**

Parking and loading in the Recreation-Open Space Zone (Rec-OS) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading)

(§ 3, Ord. 84-593, eff. January 3, 1985)

## **Article 25. Heavy Industrial Zone (I-1)**

### **Sec. 9-2.2501. Purpose (I-1).**

The purpose of the Heavy Industrial Zone (I-1) is to provide for industry where access is available to transportation routes, transportation facilities, and public service facilities and where surrounding land use and the environmental setting will permit most industrial uses without major adverse impacts.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.2502. Uses (I-1).**

- (a) The following uses shall be permitted in the Heavy Industrial Zone (I-1) subject to site development review as set forth in Article 11.3 of this chapter:
  - (1) Assembly, building supply, manufacturing, processing, electric generation, junk yards, salvage operations, public utility facilities, heavy equipment sales, heavy equipment services, storage, and transport stations;
  - (2) Retail sales and wholesaling when associated with and appurtenant to a use permitted in subsection (1) of this subsection or subsection (b) of this section;
  - (3) One dwelling unit when in conjunction with an industrial use; and
  - (4) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit.
  - (1) Mining, and public service facilities; and
  - (2) Permitted uses which exceed the height limitations.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 21, Ord. 86-623, eff. February 6, 1986, and § 2, Ord. 94-832, eff. June 9, 1994, and § 1, Ord. 00-930, eff. May 4, 2000)

### **Sec. 9-2.2503. Height (I-1).**

No timber product manufacturing structure in the Heavy Industrial Zone (I-1) shall exceed 125 feet in height; no other structure shall exceed seventy-five (75') feet in height, except for dwelling units which shall not exceed thirty-five (35') feet. (§ 3, Ord. 84-593, eff. Jan. 3, 1985)

### **Sec. 9-2.2504. Area, width, and coverage (I-1).**

- (a) The minimum net lot area in the Heavy Industrial Zones (I-1) shall be 10,000 square feet.
  - (b) The minimum width shall be sixty (60') feet.
  - (c) There shall be no requirement for maximum building coverage.
- (§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.2505. Yards (I-1).**

The minimum yard requirements in the Heavy Industrial Zone (I-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. December 13, 1991; and § 13, Ord. 04-998, eff. Feb. 5, 2004)

## **Article 26. Light Industrial Zone (I-2)**

### **Sec. 9-2.2601. Purpose (I-2).**

The purpose of the Light Industrial Zone (I-2) is to provide for light industry where access is available to transportation routes, transportation facilities, and public service facilities and where surrounding land use and the environmental setting will permit most light industrial uses without major adverse impacts. (§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.2602. Uses (I-2).**

- (a) The following uses shall be permitted in the Light Industrial Zone (I-2) subject to site development review as set forth in Article 11.3 of this chapter:
  - (1) Assembly, manufacturing, and processing which are based upon materials which are already in processed form;
  - (2) Building supply, car wash, storage, transport stations, warehousing, wholesaling, public utility facilities, vehicle sales, and vehicle services;
  - (3) Retail sales when associated with and appurtenant to a use permitted by subsections (1) and (2) of this subsection and subsection (b) of this section;
  - (4) One dwelling unit when in conjunction with an industrial use; and
  - (5) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
  - (1) Junk yards, salvage operations, heavy equipment services, places of assembly, and public service facilities.

(§ 3, Ord. 84-593, eff. January 3, 1985, amended by § 22, Ord. 86-623, eff. February 6, 1986; § 2, Ord. 94-832, eff. June 9, 1994; Exh. A, §2, Ord. 99-915, eff. June 3, 1999, § 1, Ord. 99-926, eff. January 13, 2000, and § 1, Ord. 02-965, eff. May 21, 2002)

### **Sec. 9-2.2603. Height (I-2).**

No structure in the Light Industrial Zone (I-2) shall exceed sixty (60') feet in height, except for dwelling units, which shall not exceed thirty-five (35') feet. (§ 3, Ord. 84-593, eff. Jan. 3, 1985)

### **Sec. 9-2.2604. Area, width, and coverage (I-2).**

- (a) The minimum net lot area in the Light Industrial Zone (I-2) shall be 10,000 square feet.
  - (b) The minimum width shall be sixty (60') feet.
  - (c) There shall be no requirement for maximum building coverage.
- (§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.2605. Yards (I-2).**

The minimum yard requirements in the Light Industrial Zone (I-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: none, except ten (10') feet for yards adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: none, except ten (10') feet for yards adjacent to residentially zoned parcels.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. December 13, 1991; and § 1, Ord. 01-952, eff. September 20, 2001; and § 15, Ord. 04-998, eff. Feb. 5, 2004)

## **Article 29. Lake Zone (L)**

### **Sec. 9-2.2901. Purpose (L).**

The purpose of the Lake Zone (L) is to provide for the utilization and management of water resources.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.2902. Uses (L).**

(a) The following uses shall be permitted in the Lake Zone (L):

(1) Water impoundment, hydroelectric generation, grazing, timber management, wildlife management, and docks.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Boat ramps, marinas, and recreation facilities.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 22.5, Ord. 86-623, eff. February 6, 1986)

### **Sec. 9-2.2903. Height (L).**

No building in the Lake Zone (L) shall exceed one story, as defined in the Uniform Building Code.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.2904. Area and width (L).**

(a) The minimum gross lot area in the Lake Zone (L) shall be five (5) acres.

(b) The minimum width shall be 250 feet.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.2905. Yards (L).**

The minimum yard requirements in the Lake Zone (L) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

(a) Front yards: none, and

(b) Side and rear yards: none.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended § 1, Ord. 91-762, eff. December 13, 1991; and § 16, Ord. 04-998, eff. Feb. 5, 2004)

### **Sec. 9-2.2906. Signs (L).**

(a) Signs in the Lake Zone (L) shall be as permitted by Section 92.416 of Article 4 of this chapter (General Requirements: Signs).

(b) Business signs shall not exceed thirty-two (32) square feet.

(§ 3, Ord. 84-593, eff. January 3, 1985)



## **Article 30. Agricultural Preserve Zone (AP)**

### **Sec. 9-2.3001. Purpose (AP).**

The purpose of the Agricultural Preserve Zone (AP) is to provide land use regulations consistent with the intent of the Plumas County Williamson Act program for agricultural preserves.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.3002. Uses (AP).**

(a) The following uses shall be permitted in the Agricultural Preserve Zone (AP):

- (1) Agriculture, timber management, agricultural product sales, animal breeding and boarding, and employee housing;
- (2) One dwelling unit; and
- (3) Child day care homes and limited child day care homes.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

- (1) Mining, limited electric generation, public utility facilities, public service facilities, wildlife management, transport stations, agricultural auction yards, outdoor shooting ranges, hunting clubs, and bed and breakfast inns; and
- (2) Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.

(§ 3, Ord. 84-593, eff. Jan. 3, 1985, as amended by § 1, Ord. 85-613, eff. August 15, 1985, and § 23, Ord. 86-623, eff. Feb. 6, 1986, and § 1, Ord. 2004-1018, eff. Dec. 2, 2004)

### **Sec. 9-2.3003. Height (AP).**

No structure in the Agricultural Preserve Zone (AP) shall exceed sixty (60') feet in height, except for dwelling units, which shall not exceed thirty-five (35') feet, and windmills, silos, elevators, and barns, which may be any height. (§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.3004. Area and width (AP).**

- (a) The minimum gross lot area in the Agricultural Preserve Zone (AP) shall be eighty (80) acres, except as provided in subsection (b) of this section.
- (b) The minimum gross lot area shall be ten (10) acres solely where the primary use is an agricultural auction yard with no dwelling unit permitted.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP), that area shall be at least the minimum area required by subsections (a) or (b) of this section, as applicable, or the lot line adjustment shall be denied.

(§ , Ord. 84-593, eff. Jan. 3, 1985, as amended by § 3, Ord. 94-834, eff. June 23, 1994)

### **Sec. 9-2.3005. Yards (AP).**

The minimum yard requirements in the Agricultural Preserve Zone (AP) shall be **as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):**

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

(§ 3, Ord. 84-593, eff. Jan. 3, 1985, as amended by § 1, Ord. 91-762, eff. Dec. 13, 1991; and § 17, Ord. 04-998, eff. Feb. 5, 2004)

### **Sec. 9-2.3006. Parking and loading (AP).**

## **Article 31. General Agriculture Zone (GA)**

### **Sec. 9-2.3101. Purpose (GA).**

The purpose of the General Agriculture Zone (GA) is to protect and preserve for present and future utilization commercially viable important agriculture resource production areas.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.3102. Uses (GA).**

- (a) The following uses shall be permitted in the General Agriculture Zone (GA):
  - (1) Agriculture, timber management, wildlife management, agricultural product sales, animal breeding and boarding, and employee housing;
  - (2) One dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; and
  - (3) Child day care homes, limited child day care homes, and home businesses.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
  - (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, agricultural auction yards, transport stations, veterinary services, outdoor shooting ranges, and hunting clubs; and
  - (2) On land of a soil type not suitable for identification as an important agricultural area, non-commercial campgrounds, recreation facilities, and resorts.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
  - (1) Dwelling units at the ratio of up to one per each forty (40) acres of lot area.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 24, Ord. 86-623, eff. February 6, 1986; and Exh. A, § 6, Ord. 96-873, eff. October 31, 1996)

### **Sec. 9-2.3103. Height (GA).**

No structure in the General Agriculture Zone (GA) shall exceed sixty (60') feet in height, except for dwelling units, which shall not exceed thirty-five (35') feet, and windmills, silos, elevators, and barns, which may be any height.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.3104. Area and width (GA).**

- (a) The minimum gross lot area in the General Agriculture Zone (GA) shall be forty (40) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Agriculture Zone (GA), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 4, Ord. 94-834, eff. June 23, 1994).

### **Sec. 9-2.3105. Yards (GA).**

The minimum yard requirements in the General Agriculture Zone (GA) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. December 13, 1991; and § 18, Ord. 04-998, eff. Feb. 5, 2004)

- (4) The area is in one ownership of at least forty (40) acres.
- (5) The average timber site is III or higher according to the site rating system of the State Board of Forestry; and
- (6) The currently existing uses on the parcel are permitted uses as set forth in Section 9-2.3202 of this article.

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.3204. Area (TPZ).**

Parcels zoned as Timberland Production Zone (TPZ) shall not be divisible into parcels containing less than forty (40) acres, unless:

- (a) Four-fifths (4/5) of the members of the Board find that a proposed division is in the public interest; and
- (b) The original owner prepares a joint timber management plan prepared or approved as to content by a registered professional forester for the parcels to be created. The joint timber management plan shall provide for the management and harvesting of timber by the original owner and any subsequent owners, and shall be recorded with the County Recorder as a deed restriction on all newly-created parcels, and shall be subject to all the other provisions of the Forest Taxation Reform Act of 1976, in addition to the normal requirements of this chapter.

When a parcel resulting from a lot line adjustment contains an area zoned Timberland Production Zone (TPZ), that area shall be of at least the minimum area required by this section, or the lot line adjustment shall be denied.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 5, Ord. 94-834, eff. June 23, 1994).

**Sec. 9-2.3205. Rezoning (TPZ).**

Any rezoning of land from Timberland Production Zone (TPZ) to another zoning district classification shall be in conformance with the requirements of the Forest Taxation Reform Act of 1976, in addition to the normal requirements of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-2.3206. Height (TPZ).**

No structure in the Timberland Production Zone (TPZ) shall exceed sixty (60') feet in height, except for dwelling units, which shall not exceed thirty-five (35') feet.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-2.3207. Yards (TPZ).**

The minimum yard requirements in the Timberland Production Zone (TPZ) shall be **as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):**

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

(§ 1, Ord. 91-762, eff. December 13, 1991; and § 19, Ord. 04-998, eff. Feb. 5, 2004)



### **Article 33. General Forest Zone (GF)**

#### **Sec. 9-2.3301. Purpose (GF).**

The purpose of the General Forest Zone (GF) is to protect and preserve for present and future utilization commercially viable important timber resource production areas not in the Timberland Production Zone (TPZ).

(§ 3, Ord. 84-593, eff. January 3, 1985)

#### **Sec. 9-2.3302. Uses (GF).**

(a) The following uses shall be permitted in the General Forest Zone (GF):

- (1) Timber management, agriculture, wildlife management, and animal breeding and boarding;
- (2) One dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; and
- (3) Child day care homes, limited child day care homes, and home businesses.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

- (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, outdoor shooting ranges, and hunting clubs.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

- (1) Dwelling units at the ratio of up to one per each forty (40) acres of lot area.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 26, Ord. 86-623, eff. February 6, 1986; and Exh. A, § 7, Ord. 96-873, eff. October 31, 1996)

#### **Sec. 9-2.3303. Height (GF).**

No structure in the General Forest (GF) shall exceed sixty (60') feet in height, except for dwelling units, which shall not exceed thirty-five (35') feet.

(§ 3, Ord. 84-593, eff. January 3, 1985)

#### **Sec. 9-2.3304. Area and width (GF).**

(a) The minimum gross lot area in the General Forest Zone (GF) shall be (40) acres.

(b) The minimum width shall be 300 feet.

(c) When a parcel resulting from a lot line adjustment contains an area zoned General Forest Zone (GF), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994).

#### **Sec. 9-2.3305. Yards (GF).**

The minimum yard requirements in the General Forest Zone (GF) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

(a) Front yards: Not less than twenty (20') feet; and

(b) Side and rear yards: Not less than five (5') feet.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. December 13, 1991; and § 20, Ord. 04-998, eff. Feb. 5, 2004)

## **Article 34. Mining Zone (M)**

### **Sec. 9-2.3401. Purpose (M).**

The purpose of the Mining Zone (M) is to provide for the utilization of commercially viable prime mining resources and to permit no use which will preclude the extraction of materials.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.3402. Uses (M).**

(a) The following uses shall be permitted in the Mining Zone (M):

- (1) Mining, agriculture, timber management, hydroelectric generation, water impoundment, public utility facilities, animal breeding and boarding, and limited electric generation;
- (2) One dwelling unit; and
- (3) Child day care homes and limited child day care homes.

(b) The following uses shall be permitted subject to site development review as set forth in Article 11.3 of this chapter:

- (1) Hydroelectric generation.

(c) The following uses shall be permitted subject to the issuance of a special use permit:

- (1) Recreation facilities and public service facilities.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 27, Ord. 86-623, eff. February 6, 1986)

### **Sec. 9-2.3403. Height (M).**

No structure in the Mining Zone (M) shall exceed 100 feet in height, except for dwelling units, which shall not exceed thirty-five (35') feet.

(§ 3, Ord. 84-593, eff. January 3, 1985)

### **Sec. 9-2.3404. Area and width (M).**

(a) The minimum gross lot area in the Mining Zone (M) shall be ten (10) acres.

(b) The minimum width shall be 300 feet.

(c) When a parcel resulting from a lot line adjustment contains an area zoned Mining Zone (M), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994).

### **Sec. 9-2.3405. Yards (M).**

The minimum yard requirements in the Mining Zone (M) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. December 13, 1991; and § 21, Ord. 04-998, eff. Feb. 5, 2004)

### Article 3. Design

#### Sec. 9-3.301. Scope.

The general requirements for subdivisions shall be as provided in this article. More detailed requirements shall be as set forth in the current departmental subdivision regulations of the Engineer-Surveyor, the Planning Director, the Road Commissioner, and the Health Officer. (§ 61204, P.C.O.C., as amended by Ords. 413, 554, and 664)

#### Sec. 9-3.302. Preliminary conferences.

The subdivider, or his authorized agent, shall confer with the Engineer-Surveyor, the Planning Director, the Road Commissioner, and the Director of Environmental Sanitation regarding the contemplated subdivision and shall inform himself as to the applicable provisions of the Map Act, the provisions of this chapter, the current zoning provisions, and the current departmental subdivision regulations of the Engineer-Surveyor, the Planning Director, the Road Commissioner, and the Health Officer.

(§ 61204, P.C.O.C., as amended by Ords. 413, 554, and 664, and § 4, Ord. 77-211, eff. August 4, 1977)

#### Sec. 9-3.303. General Plan & Zoning.

Proposed subdivisions shall conform to both the zoning provisions set forth in Chapter 4 of this title and to the County General Plan before the application shall be complete.

(§ 61204, P.C.O.C., as amended by Ords. 413, 554, 664, and § 1, Ord. 80-404, eff. October 12, 1980, and § 1, Ord. 01-959, eff. December 6, 2001)

#### Sec. 9-3.304. General Plan & Zoning.

(§ 61204, P.C.O.C., as amended by Ords. 413, 554, 664; and Ord. 96-875, eff. December 30, 1996; repealed by §2, Ord. 01-959, eff. December 6, 2001)

#### Sec. 9-3.305. Streets, roads, and highways.

**Road and street networks, whether public or private, unless exempted under the provisions of Chapter 4 of Title 9 of this code, shall provide for safe access for emergency wildland fire equipment and civilian evacuation concurrently, and shall provide unobstructed traffic circulation during a wildfire emergency.**

Streets, roads, and highways in all land divisions shall conform to the requirements of the departmental subdivision regulations and the approved specifications of the County as to rights-of-way, alignment, gradients, drainage, structural design, and surfacing. When it is determined that safe and adequate access does not exist to a land division, the Advisory Agency may require the dedication of rights-of-way or easements for, and the construction of, off-site improvements to serve the parcels being created, in conformance with the requirements of the departmental subdivision regulations.

If the streets or highways are proposed to be dedicated to the public and added to the County road system, they shall be improved to conform in all respects to the current standards for County roads. If the streets or highways proposed are to be private streets or highways, the requirements as to rights-of-way, alignment, gradients, structural design and surfacing shall be determined in the light of the characteristics of the proposed subdivision, considering the number and size of the lots, the type of terrain, whether for year-round or summer occupancy, and other pertinent considerations. In cases where private roads are approved to be constructed with only drainage provisions and



**Sec. 9-3.311. Resubdivisions.**

As a condition of approval of a proposed subdivision, the Board may require a stipulation or agreement precluding future resubdivisions of the lots, or prescribing conditions under which such resubdivisions will be permitted, in instances where it is the judgment of the Board that such a condition is necessary to protect the public health, safety, and welfare.

(§ 61204, P.C.O.C., as amended by Ords. 413, 554, and 664)

**Sec. 9-3.312. Miscellaneous technical requirements.**

Miscellaneous technical requirements for subdivisions, such as soil tests, provisions for fire protection, and similar requirements, shall be as set forth in the appropriate departmental subdivision regulations.

(§ 61204, P.C.O.C., as amended by Ords. 413, 554, and 664)

**Sec. 9-3.313. Panhandle lots.**

The required width of not more than twenty-five (25%) percent of the lots in a subdivision may be reduced by the Commission at the time of the approval of the tentative map to provide for panhandle lots, with the driveway portion of the lot not less than twenty (20') feet wide. The buildable portion of all panhandle lots shall conform to the normal required width.

(§ 61604, P.C.O.C., as added by Ord. 752, as renumbered by § 2, Ord. 84-593, eff. January 3, 1985)

**Sec. 9-3.314. Development fees for fire protection services.**

Prior to development, as defined in the General Plan, a fee established by resolution of the governing fire protection district shall be deposited in the respective fire protection district's account for the purpose of mitigating the impact of such development on the capacity of the fire district to serve existing development within the district, thereby maintaining the health, safety, and welfare of County residents.

(§ 1, Ord. 86-642, eff. October 23, 1986)

**Sec. 9-3.315. Greenbelts.**

When greenbelts are proposed they shall be located strategically as a separation between wildland fuels and structures. **The locations shall be approved by the local authority having jurisdiction and may be consistent with the CAL FIRE Unit Fire Management Plan or County Fire Plan.**

(§1, Ord. 91-762, eff. December 13, 1991)

### Article 3. Definitions

#### Sec. 9-4.301. Application.

The words and phrases set forth in this article and used in this chapter shall be defined as set forth in this article and by common usage and context, except as specifically defined in this title.  
(§ 1, Ord. 87-662, eff. June 4, 1987)

#### Sec. 9-4.302. Accessory building.

**"Accessory building" shall mean any building used as an accessory to residential, commercial, recreational, industrial, or educational purposes as defined in the California Building Code, 1989 Amendments, Chapter 11, Group M, Division 1 Occupancy that requires a building permit.**

#### Sec. 9-4.303. ADT (average daily traffic).

"ADT" (average daily traffic) shall mean the number of vehicle trips on a road per twenty-four (24) hours averaged over a period of days. Unless otherwise stated, the period shall be the peak month.  
(§ 1, Ord. 87-662, eff. June 4, 1987)

#### Sec. 9-4.304. Agriculture.

**"Agriculture" shall mean the planting, raising, harvesting and production of agricultural, horticultural, aquaculture and forestry crops; the breeding, raising, husbandry of, pasturing, grazing, and small scale slaughter and processing of livestock; the breeding, raising, harvesting and production of bees, fish, poultry and other fowl; and the associated support services and value added services, such as agritourism, necessary for the economic viability of agriculture.**

#### Sec. 9-4.305. Base.

"Base" shall mean a layer of specified material of required thickness placed immediately above the subbase, upon which the pavement or surfacing is to be placed.  
(§ 1, Ord. 87-662, eff. June 4, 1987)

#### Sec. 9-4.306. Basement material.

"Basement material" shall mean the material in excavation or embankment upon which the lowest layer of subbase, base, pavement, surfacing or other specified layer is to be placed.  
(§ 1, Ord. 87-662, eff. June 4, 1987)

#### Sec. 9-4.307. Building.

**"Building" shall mean any structure used or intended for supporting or sheltering any use of occupancy that is defined in the California Building Code, 1989 Amendments, Chapter 11, except Group M, Division 1, Occupancy. For the purposes of this subchapter, building includes mobile homes and manufactured homes, churches and day care facilities.**

#### Sec. 9-4.308. Clearing.

"Clearing" shall mean the removal of objectionable materials from that portion of the right-of-way to be used for construction.  
(§ 1, Ord. 87-662, eff. June 4, 1987)

#### Sec. 9-4.309. Commercial Area.

"Commercial Area" shall mean an area identified in the General Plan as **Commercial**.



(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.310. Cul-de-sac.**

"Cul-de-sac" shall mean a road open at one end only, with provisions for turning around at the unopen end.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.311. Culvert.**

"Culvert" shall mean any structure, other than a bridge, which provides an opening under a roadway for drainage or other purposes.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.312. Community.**

**"Community" shall mean an area designated as a "community" in the General Plan. Communities are places where some public infrastructure and services are available. Few commercial services are present and these services generally are of the type, size, and scale that serve local residents. Representative areas include Taylorsville, Crescent Mills, Cromberg, Sloat, Beckwourth, Chilcoot, and La Porte.**

**Sec. 9-4.313. Cut.**

"Cut" shall mean an excavation of soil or rock required in order that the roadbed meet the required or desired standards of width, location, grade and curvature.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.314. Day.**

"Day" shall mean, unless otherwise designated, calendar day.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.315. Dead-end road.**

"Dead-end-road" shall mean a road that has only one point of vehicular access to a State highway or major thoroughfare; and shall include looped roads **and cul-de-sacs** which have only one point of access, immediately or ultimately, to a State highway or major thoroughfare.

(§ 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.316. Defensible space.**

**"Defensible space" shall mean the area within the perimeter of a parcel, development, neighborhood or community where basic wildland fire protection practices and measures are implemented, providing the key point of defense from an approaching wildfire or defense against encroaching wildfires or escaping structure fires. The perimeter as used in this subchapter is the area encompassing the parcel or parcels proposed for construction and/or development, excluding the physical structure itself. The area is characterized by the establishment and maintenance of emergency vehicle access, emergency water reserves, street names and building identification, and fuel modification measures.**

**Sec. 9-4.317. Development.**

"Development" shall mean lot creation, **condominium projects, or utilization of commercial, multi-family residential, or industrial parcels.**

(§ 1, Ord. 87-662, eff. June 4, 1987; as amended by Exh. A, § 9, Ord. 96-873, eff. October 31, 1996)

**Sec. 9-4.318. Driveway.**

"Driveway" shall mean a vehicular access that serves no more than two buildings, with no more than three



dwellings, on a single parcel, with any number of **accessory** buildings.

(§ 1, Ord. 91-762, eff. December 13, 1991, amended by § 1, Ord. 92-783, eff. July 9, 1992; and Exh. A, § 9, Ord. 96-873, eff. October 31, 1996)

**Sec. 9-4.319. Engineer.**

"Engineer" shall mean the Public Works Director acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.320. Exception.**

**"Exception" shall mean an alternative to the specified standard requested by the applicant that may be necessary due to health, safety, environmental conditions, physical site limitations or other limiting conditions such as recorded historical sites that provide mitigation of the problem.**

**Sec. 9-4.321. Fill.**

"Fill" shall mean rock, soil or gravel, or a mixture, placed so as to raise the roadbed above the natural land surface in order that the roadbed may be secure, or to meet the required or desired standards of width, location, grade or curvature.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.322. Fire valve.**

"Fire valve" shall mean hydrant.

(§ 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.323. Fuel modification area.**

**"Fuel modification area" shall mean an area where the volume of flammable vegetation has been reduced, providing reduced fire intensity and duration.**

**Sec. 9-4.324. Grading plane.**

"Grading plane" shall mean the surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing, or other specified layer, is placed. "Grading plane" shall be interchangeable with subgrade.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.325. Greenbelt.**

**"Greenbelt" shall mean a facility or land use, designed for a use other than fire protection, which will slow or resist the spread of a wildfire. Includes parking lots, irrigated or landscaped areas, golf courses, parks, playgrounds, maintained vineyards, orchards or annual crops that do not cure in the field.**

**Sec. 9-4.326. Hammerhead turnaround.**

"Hammerhead turnaround" shall mean a **roadway that provides a "T" shaped three (3) point turnaround space for emergency equipment, being no narrower than the road that serves it.**

(§ 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.327. Hydrant.**

"Hydrant" shall mean a valved connection on a water supply or storage system having at least one two and one-half (2-1/2") inch outlet with male American National Fire Hose Screw Threads used to supply fire apparatus and hoses with water.

(§ 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.328. Industrial Area.**

"Industrial Area" shall mean an area identified in the General Plan as **Industrial**.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-2.329. Major Arterial.**

"Major arterial" shall mean a road that has a key role in providing high mobility of inter-regional and intra-regional travel. Efforts are made to minimize access points in order to aid through travel flow.

**Sec. 9-2.330. Major Collector.**

"Major collector" shall mean a road that generally serves the more important intra-county travel corridors and traffic generators not served by major or minor arterials.

**Sec. 9-4.331. Major thoroughfare.**

"Major thoroughfare" shall mean **all arterials and major collector roads**.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.332. Multiple-Family Residential Area.**

"Multiple-Family Residential Area" shall mean an area identified in the General Plan as a Multiple-Family Residential Area.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.333. Occupancy**

"Occupancy" shall mean the purpose for which a building, or part thereof, is used or intended to be used.

**Sec. 9-4.334. One-way road.**

"One-way road" shall mean a roadway **a minimum of one traffic lane width** designed for traffic flow in one direction only.

(§ 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.335. Pavement.**

"Pavement" shall mean asphalt surfacing placed on the traveled way or shoulders.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.336. Planned roadway alignment.**

"Planned roadway alignment" shall mean an approximate location of future roadways or improvements, or both, including widening of existing roadways, as they are specifically designated in Appendix II of the General Plan.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.337. Plans.**

"Plans" shall mean the official maps, project plans, and standard plans, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.338. Precise planned road.**

"Precise planned road" shall mean a County Road other than a major thoroughfare.

(§ 1, Ord. 87-662, eff. June 4, 1987)



**Sec. 9-4.339. Prime coat.**

"Prime coat" shall mean an even application of liquid asphalt applied to the base material prior to placement of asphalt surfacing.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.340. Recreation Area.**

"Recreation Area" shall mean an area identified in the General Plan as **Resort and Recreation Lands**.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.341. Resource Transportation Route.**

"Resource Transportation Route" shall mean a road **that provides primary access to Timber and Mining Resource Lands**.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.342. Right-of-way.**

"Right-of-way" shall mean the whole right-of-way or area which is reserved for and secured for use in constructing the roadway and its appurtenances. "Right-of-way" shall be interchangeable with road.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.343. Roads, streets, private lanes.**

**"Roads, streets and private lanes" shall mean vehicular access to more than one parcel; access to any industrial or commercial occupancy; or vehicular access to a single parcel with more than two buildings or more than four or more dwelling units.**

**Sec. 9-4.344. Roadbed.**

"Roadbed" shall mean that portion of the roadway which is graded, upon which the pavement or surface and shoulders are to be constructed. Its outer limits are the inner faces of curbs or the intersection of the graded surface with the side slopes. A divided road is considered to consist of two (2) roadbeds if there is a median area of undisturbed land between them.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.345. Roadway.**

"Roadway" shall mean any surface designed, improved, or ordinarily used for vehicle travel including **bridges, culverts, and other** appurtenant structures **which supplement the roadway bed or shoulders**.

(§ 1, Ord. 87-662, eff. June 4, 1987, as amended by § 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.346. Rural Place.**

**"Rural place" shall mean an area defined as a "rural place" in the General Plan. Rural Places are defined as having little to no public infrastructure and services. If commercial services are present they tend to be small and often seasonal. Rural places may also consist of a grouping of homes. Representative areas include Johnsville, Blairsdon, Twain and Greenhorn Ranch.**

**Sec. 9-4.347. Rural Residential Area.**

"Rural **Residential** Area" shall mean an area identified in the General Plan as a Rural **Residential** Area.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.348. Same practical effect.**

"Same practical effect" shall mean an exception or alternative with the capability of applying accepted wildland fire suppression strategies and tactics, and provisions for fire fighter safety, including:

- (a) access for emergency wildland fire equipment,
- (b) safe civilian evacuation,
- (c) signing that avoids delays in emergency equipment response,
- (d) available and accessible water to effectively attack wildfire or defend a structure from wildfire, and
- (e) fuel modification sufficient for civilian and fire fighter safety.

**Sec. 9-4.349. Seal Coat.**

"Seal coat" shall mean an application of bituminous binder sprayed on the surface of the paving course.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.350. Secondary Suburban Residential Area.**

"Secondary Suburban Residential Area" shall mean an area identified in the General Plan as a Secondary Suburban Residential Area.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.351. Shoulder.**

"Shoulder" shall mean that portion of the completed roadbed between the edge of the traveled way and the side slopes.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.352. Side slope.**

"Side slope" shall mean the inclined surfaces of both cuts and fills required to meet the approved specifications for construction of the roadbed.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.353. Specifications.**

"Specifications" shall mean the directions, provisions and requirements contained in this chapter.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.354. Subbase.**

"Subbase" shall mean a layer of specified material of required thickness between a base and the basement material.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.355. Subdivision.**

"Subdivision" shall mean subdivision as defined in Section 66424 of the Government Code.

**Sec. 9-4.356. Subgrade.**

"Subgrade" shall mean that portion of the roadbed on which the pavement, surfacing, base, subbase, or a layer of any other material is placed. "Subgrade" shall be interchangeable with grading plane.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.357. Substructure.**

"Substructure" shall mean all that part of the bridge below the bridge seats, tops of piers, or haunches of rigid frames or below the spring lines of arches. Back walls and parapets of abutments and wing walls of bridges shall



be considered as parts of the substructure.  
(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.358. Suburban Residential Area.**

"Suburban **Residential** Area" shall mean an area identified in the General Plan as a Suburban **Residential** Area.  
(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.359. Superstructure.**

"Superstructure" shall mean all that part of the bridge above the bridge seats, tops of piers, haunches of rigid frames, or above the spring lines of arches.  
(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.360. Surfacing.**

"Surfacing" shall mean the uppermost layer of material placed on the traveled way or shoulders. "Surfacing" shall include pavement and rock.  
(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.361. Town.**

**"Town" shall mean an area designated as a "town" in the General Plan. Towns are places where the highest complement of public infrastructure and services are available or can be made available. Such services consist of water service, community sewer service, maintained year-round roads, fire, police and emergency medical services. In addition, towns serve as both the commercial and public services hubs for both local residences as well as surrounding communities. Representative areas include Chester, Greenville, Quincy/East Quincy and Graeagle.**

**Sec. 9-4.362. Traffic Lane.**

"Traffic lane" shall mean that portion of **a roadway that provides** a single line of vehicle **travel**.  
(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.363. Traveled Way.**

"Traveled way" shall mean that portion of the roadbed for the movement of vehicles, exclusive of shoulders and auxiliary lanes.  
(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.364. T Turnaround.**

"T turnaround" shall mean a "T" shaped three (3) point turnaround space.  
(§ 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.365. Turnaround.**

**"Turnaround" shall mean a roadway, unobstructed by parking, which allows for a safe opposite change of direction to emergency equipment. Design of such area may be a hammerhead/T or terminus bulb.**

**Sec. 9-4.366. Turnout.**

**"Turnout" shall mean a widening in a roadway to allow vehicles to pass.**

**Sec. 9-4.367. Vertical clearance.**

**"Vertical clearance" shall mean the minimum specified height of a bridge or overhead projection above the roadway.**

## Article 4. Classification of Public and Private Roads

### Sec. 9-4.401. Classification.

County roads and private roads shall be designated with a classification based upon the planned density of development and projected traffic volumes as determined by the General Plan designation of areas to be served as set forth in this article.

(§ 1, Ord. 87-662, eff. June 4, 1987)

### Sec. 9-4.402. Service roads.

- (a) Roads which are within a Commercial, Industrial, Recreation or Multiple-Family Residential Area on one or both sides serve such areas.
- (b) Roads which are within a **Town or a Community** and roads which provide access to a **Town or a Community** from a State highway or a major thoroughfare serve a **Town or a Community**.
- (c) Roads which are within a Suburban **Residential** Area and roads which provide access to a Suburban **Residential** Area from a State highway or a major thoroughfare serve a Suburban **Residential** Area.
- (d) Roads which are within a Secondary Suburban **Residential** Area and roads which provide access to a Secondary Suburban **Residential** Area from a State highway or a major thoroughfare serve a Secondary Suburban **Residential** Area.
- (e) Roads which are within a Rural **Residential** Area and roads which provide access to a Rural **Residential** Area from a State highway or a major thoroughfare serve a Rural **Residential** Area.
- (f) Roads which are within a Limited **Access Rural Residential** Area and roads which provide access to a Limited **Access Rural Residential** Area from a State highway or a major thoroughfare serve a Limited **Access Rural Residential** Area.
- (g) Roads which are within an **Agricultural Preserve, Agriculture and Grazing, Mining Resource Lands, Timber Resource Lands** Area serve **such areas**.

(§ 1, Ord. 87-662, eff. June 4, 1987)

### Sec. 9-4.403. Class 1 Roads.

Class 1 Roads shall be:

- (a) County roads with a projected traffic volume of more than 7500 ADT and which serve Commercial, Industrial, Recreation, or Multiple-Family Residential Areas, or any combination thereof.
- (b) Private roads in **Towns or Communities** with a projected traffic volume of more than 7500 ADT and which serve Commercial, Industrial, or Recreation Areas or any combination thereof; and
- (c) Private roads with a projected traffic volume of more than 7500 ADT and which serve Commercial or Industrial Areas, or both.

(§ 1, Ord. 87-662, eff. June 4, 1987)

### Sec. 9-4.404. Class 2 Roads.

Class 2 Roads shall be:

- (a) County roads with a projected traffic volume of 5000 to 7500 ADT and which serve Commercial, Industrial, Recreation, or Multiple-Family Residential Areas, or any combination thereof.
- (b) Private roads in **Towns or Communities** with a projected traffic volume of 5000 to 7500



ADT and which serve Commercial, Industrial, Recreation, or Multiple-Family Residential Areas, or any combination thereof; and

- (c) Private roads with a projected traffic volume of 5000 to 7500 ADT and which serve Commercial or Industrial Areas, or both.

(§ 1, Ord. 87-662, eff. June 4, 1987)

#### **Sec. 9-4.405. Class 3 Roads.**

Class 3 Roads shall be:

- (a) County roads with a projected traffic volume of 5000 ADT or less and which serve Commercial, Industrial, Recreation, or Multiple-Family Residential Areas, or any combination thereof.
- (b) Private roads in **Towns or Communities** with a projected traffic volume of 5000 ADT or less and which serve Commercial, Industrial, Recreation, or Multiple-Family Residential Areas, or any combination thereof.
- (c) Private roads with a projected traffic volume of 5000 ADT or less and which serve Commercial or Industrial Areas, or both.

(§ 1, Ord. 87-662, eff. June 4, 1987)

#### **Sec. 9-4.406. Class 4 Roads.**

Class 4 Roads shall be:

- (a) County roads which are Resource Transportation Routes with a projected traffic volume of more than 1000 ADT and which do not qualify for any of Road Classifications 1, 2, or 3; which shall be Class 4A;
- (b) Private roads in **Towns or Communities** which are Resource Transportation Routes with a projected traffic volume of more than 1000 ADT and which do not qualify for any of Road Classifications 1, 2, or 3; which shall be Class 4A;
- (c) County roads which are Resource Transportation Routes with a projected traffic volume of 400 to 1000 ADT and which do not qualify for any of Road Classifications 1, 2, or 3; which shall be Class 4B;
- (d) Private roads in **Towns or Communities** which are Resource Transportation Routes with a projected traffic volume of 1000 ADT or less and which do not qualify for any of Road Classifications 1, 2, or 3; which shall be Class 4B;
- (e) County roads which are Resource Transportation Routes with a projected traffic volume of 400 ADT or less and which do not qualify for any of Road Classifications 1, 2, 3, 5, 6, or 7; which shall be Class 4C; and
- (f) Private Roads which are Resource Transportation Routes and which do not serve any Commercial or Industrial Areas; which shall be Class 4C.

(§ 1, Ord. 87-662, eff. June 4, 1987)

#### **Sec. 9-4.407. Class 5 Roads.**

Class 5 Roads shall be:

- (a) County roads with a projected traffic volume of more than 1000 ADT and which do not serve any Commercial, Industrial, Recreation, or Multiple-Family Residential Area and which are not Resource Transportation Routes; and
- (b) Private roads in with a projected traffic volume of 1000 ADT or more and which do not serve any Commercial, Industrial, Recreation, or Multiple-Family Residential Area.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.408. Class 6 Roads.**

Class 6 Roads shall be:

- (a) County roads with a projected traffic volume of 400 to 1000 ADT and which do not serve any Commercial, Industrial, Recreation, or Multiple-Family Residential Area and which are not Resource Transportation Routes; and
- (b) Private roads in **Towns or Communities** with a projected traffic volume of 400 to 1000 ADT and which do not serve any Commercial, Industrial, Recreation, or Multiple-Family Residential Area.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.409. Class 7 Roads.**

Class 7 Roads shall be:

- (a) County roads in **Towns or Communities** with a projected traffic volume of 400 ADT or less and which do not serve any Commercial, Industrial, Recreation, or Multiple-Family Residential Area and which are not Resource Transportation Routes;
- (b) County roads outside **Towns or Communities** with a projected traffic volume of 400 ADT or less and which do not serve any Commercial, Industrial or Recreation Area;
- (c) Private roads in **Towns or Communities** with a projected traffic volume of 400 ADT or less and which do not serve any Commercial, Industrial, Recreation, or Multiple-Family Residential Area;
- (d) **Private roads outside Towns or Communities which serve Suburban Residential Areas with a projected traffic volume of 400 ADT or less, and which do not serve any Commercial, Industrial, Recreation, or Multiple-Family Residential Area; and**
- (e) Roads which have no feasible possibility of future extension or connection which could result in an ADT of more than 400. Where such a possibility exists, a road which would otherwise be Class 7 shall be Class 6.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.410. Class 8 Roads.**

Class 8 Roads shall be:

- (a) One-way County roads which provide access to an area zoned for no more than ten (10) dwellings; and
- (b) One-way private roads in **Towns or Communities** which provide access to an area zoned for no more than ten (10) dwellings.

(§ 1, Ord. 87-662, eff. June 4, 1987, as amended by § 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.411. Class 9 Roads.**

Class 9 Roads shall be private roads serving Secondary Suburban Residential and Rural Residential Areas which do not serve any Commercial or Industrial Area.

(§ 1, Ord. 87-662, eff. June 4, 1987, as amended by Ord. 87-668, eff. July 9, 1987, and § 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.412. Class 10 Roads.**

Class 10 Roads shall be roads which serve only Limited Access Rural Residential Areas, Agricultural Preserve, and Agriculture and Grazing, and which are not Resource Transportation Routes.

(§ 1, Ord. 87-662, eff. June 4, 1987, as amended by Ord. 87-668, eff. July 9, 1987, and § 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.413. Class 11 Driveways.**

Class 11 Driveways shall be driveways which provide access to no more than two buildings, with no more than three dwellings, on a single parcel, and any number of accessory buildings.

(§ 1, Ord. 87-662, eff. June 4, 1987, as amended by § 1, Ord. 91-762, eff. December 13, 1991, and § 1, Ord. 92-783, eff. July 9, 1992; and Exh. A, § 10, Ord. 96-873, eff. October 31, 1996, and § 1, Ord. 02-975, eff. October 2, 2002)

**Article 5. Minimum Design Standards  
(Amended by Ord. 02-975)**

**Sec. 9-4.501. Minimum Road Design Standards.**

- (a) For purposes of this section, these terms are designed as follows:
  - (1) "Surfaced" means pavement unless otherwise specified.
  - (2) "Shoulder" means rocked (class 2 aggregate base) shoulder unless otherwise specified.
  - (3) "Total shoulder width" means the sum of the widths of the shoulders on both sides of the road.
  - (4) "Clearing limit" means clearing limit measured from the outer limit of construction; or in flat land from the bottom of the ditch.
- (b) Minimum road design standards for each class of public and private road defined in Article 4 of this chapter shall be as follows:

**CLASS 1: Projected Traffic + 7,500 ADT**

Surfaced traveled way 48 ft. (4 lanes); total paved shoulder width-16 ft., with 4' (total) rocked shoulders. Curb and gutter can substitute for rocked shoulder; roadbed 68 ft.; right-of-way 80 ft. for parallel parking, 98 ft. for diagonal parking; no clearing limit. An additional nine (9) feet of paved shoulder is required for each side where diagonal parking will be placed.

**CLASS 2: Projected Traffic + 5,000 - 7,500 ADT**

Surfaced traveled way 36 ft. (3 lanes with center lane to be either a passing lane, a left turn lane, or a combination of the two); total paved shoulder width 16 ft.; width 4' (total) rocked shoulder. Curb and gutter can substitute for rocked shoulder; roadbed 56 ft.; right-of-way 80 ft. for parallel parking, 98 ft. for diagonal parking; no clearing limit. An additional nine (9) feet of paved shoulder is required for each side where diagonal parking will be placed.

**CLASS 3: Projected Traffic - 5,000 ADT**

Surfaced traveled way 22 ft.; total paved shoulder width 16 ft., with 4' (total) rocked shoulders. Total shoulder width may be reduced to 6 ft. where no on-street parking is permitted and where no special maneuvering areas are necessary for traffic safety and ADT is less than 1,000. Curb and gutter can substitute for rocked shoulder; roadbed 42 ft.; right-of-way 60 ft. for parallel parking, 78 ft. for diagonal parking; no clearing limit. An additional nine (9) feet of paved shoulder is required for each side where diagonal parking will be placed.

**CLASS 4A: Projected Traffic + 1,000 ADT**

Surfaced traveled way 24 ft.; total shoulder width 16 ft.; roadbed 40 ft.; right-of-way 60 ft.; clearing limit 4 ft.

**CLASS 4B: Projected Traffic 400 - 1,000 ADT**

Surfaced traveled way 24 ft.; total shoulder width 8 ft.; roadbed 32 ft.; right-of-way 60 ft.; clearing limit 4 ft.

**CLASS 4C: Projected Traffic - 400 ADT**

Surfaced traveled way 20 ft. (rocked); total shoulder width 4 ft.; roadbed 24 ft.; right-of-way 60 ft.; clearing limit 2 ft.

**CLASS 5: Projected Traffic + 1,000 ADT**

Surfaced traveled way 22 ft.; total shoulder width 18 ft.; roadbed 40 ft.; right-of-way 60 ft.; clearing limit 4 ft.

**CLASS 6: Projected Traffic + 400 - 1,000 ADT**

Surfaced traveled way 22 ft.; total shoulder width 8 ft.; roadbed 30 ft.; right-of-way 60 ft.; clearing limit 4 ft.

**CLASS 7: Projected Traffic - 400 ADT**

Surfaced traveled way 22 ft.; total shoulder width 4 ft.; roadbed 26 ft.; right-of-way 50 ft.; clearing limit 2 ft.

**CLASS 8**

Surfaced traveled way 12 ft. (one way); total shoulder width 8 ft.; roadbed 20 ft.; right-of-way 40 ft. clearing limit 2 ft.

**CLASS 9**

Surfaced traveled way 20 ft. (rocked); total shoulder width 4 ft., but 0 ft. if exception is granted under Section 9-9.202 of this Code; roadbed 24 ft.; right-of-way 40 ft.; clearing limit 2 ft.

**CLASS 10**

Surfaced traveled way 20 ft (graded); total shoulder width 4 ft., but 0 ft. if exception is granted under Section 9-9.202 of this Code; roadbed 24 ft.; right-of-way 40 ft.; clearing limit 2 ft.

**CLASS 11**

Surfaced traveled way 10 ft. (graded); total shoulder width 4 ft.; roadbed 10 ft.; right-of-way 20 ft., where right-of-way is needed; unobstructed horizontal clearing limit of fourteen (14) ft. and unobstructed vertical clearing limit of fifteen (15) ft.



- (c) Roadway surfaces on classes of public and private roads (Class 1 through Class 10, inclusive), shall be designed and maintained to support an imposed load of fire apparatus weighing at least 75,000 pounds as required by Vehicle Code Sections 5-35250 and 35550 through 35796. Roadway surfaces shall provide an all-weather aggregate base. All bridges, culverts, and other appurtenant structures which supplement the roadway bed or shoulders shall be constructed to carry at least the maximum load and provide the minimum vertical clearance as required by Vehicle Code Sections 35250 and 35550 through 35796. Applicant shall provide engineering specifications to support design, if requested by the County Engineer.
- (d) Class 11 roadways (residential driveways) shall be designed to support an imposed load of fire apparatus weighing at least 40,000 pounds as required by Vehicle Code Sections 35250 and 35550 through 35796. Driveway surfaces shall provide an all-weather base.
- (e) All roadways shall provide a minimum vertical clearance of 15 ft.

(§ 1, Ord. 87-662, eff. June 4, 1987, as amended by Ord. 87-668, eff. July 9, 1987, and § 1, Ord. 91-762, eff. December 13, 1991, and § 1, Ord. 92-783, eff. July 9, 1992, and § 1, Ord. 93-802, eff. March 4, 1993, and § 3, Ord. 02-975, eff. October 2, 2002)

#### Sec. 9-4.502. Turnouts.

Turnouts shall be a minimum of twelve (12') wide and thirty (30') feet long with a minimum twenty-five (25') foot taper on each end.

(§ 1, Ord. 91-762, eff. December 13, 1991)

#### Sec. 9-4.503. Turnarounds.

- (a) The turnaround area at the end of dead-end roads shall be improved with subbase and base as required by the road classification for a diameter of eighty (80') feet and shall be provided with shoulders as required for the class of road served. The turnaround area at the end of dead-end paved roads shall be paved for a diameter of sixty (60') feet. Right-of-way for turnarounds shall be a minimum diameter of twenty (20') feet more than the diameter of the required surfaced area and shoulder.
- (b) T turnarounds
  - (1) T turnarounds shall be permitted at the end of driveways.
  - (2) T turnarounds may be permitted through an exception granted as provided in Section 9-9.202 of Article 2 of Chapter 9 of Title 9 of this Code.
  - (3) The top of the "T" of a T turnaround shall be at least sixty (60') feet long.
  - (4) The components of a T turnaround shall be no narrower than the roadway which serves it and shall be constructed to the same standards.
  - (5) The top of the "T" of a T turnaround at the end of a driveway shall be no narrower than twenty (20') feet and shall be constructed to the same standard as the driveway.
- (c) Provisions shall be made for adequate snow storage areas at cul-de-sacs or turnarounds. These areas shall be free of above ground utility equipment and driveways. The areas shall be a minimum of thirty (30') feet wide by twenty (20') feet deep and be located behind surface drainage improvements.

(§ 1, Ord. 91-762, eff. December 13, 1991, as amended by § 1, Ord. 92-783, eff. July 9, 1992, and § 2, Ord. 93-802, eff. March 4, 1993)



**Sec. 9-4.504. Gates.**

Gate entrances shall be at least two (2') wider than the width of the traffic lanes serving that gate. Minimum width of gate entrances shall be of a minimum width of 14 (14') foot unobstructed horizontal clearance and 15 (15') foot vertical clearance.

All gates providing access from a road to a driveway shall be located at least thirty (30') feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on that road.

Security gates shall not be installed without approval of the Building Official, who may consult with emergency services providers prior to issuance of the approval. Security gates and the emergency operation shall be maintained operational at all times.

The regulations in this section do not apply to gates serving agricultural and/or timber harvesting uses.

## **Article 6. Road Specifications**

### **Sec. 9-4.601. Public and Private Road Specifications.**

- (a) Public and private roads shall be built or improved to the specifications set forth in this Article.
- (b) Any developer, person, or organization that offers for dedication to the public any road shall first improve the road according to these specifications. If new road specifications are enacted after approval of a development, those specifications in effect at the time of approval of the development shall apply.
- (c) Roads within or required to serve any development which are not offered for dedication to the public shall be improved by the developer according to the standards for their class and to these specifications. If new road specifications are enacted after approval of a development, those specifications in effect at the time of approval of the development shall apply.

(§ 1, Ord. 87-662, eff. June 4, 1987)

### **Sec. 9-4.602. Right-of-way.**

The width of right-of-way of all roads outside of the incorporated limits of any city in the County shall be as set forth in Article 5 of this chapter. Additional width may be required to accommodate cuts and fills.

(§ 1, Ord. 87-662, eff. June 4, 1987)

### **Sec. 9-4.603. Clearing of the right-of-way.**

The width of clearing of the right-of-way shall be the width of the roadbed plus the width of cuts and fills plus the clearing limit, all as set forth in Article 5 of this chapter, except that public safety may require the removal of dead or dying trees beyond the limits of construction. The minimum clearing limit may be waived for the preservation of individual trees that are of exceptional size or beauty, but under no circumstance will any trees be allowed within three (3') feet of the edge of traveled way. All due consideration shall be given to the protection of trees from damage during construction. In flat land, the clearing limit shall be measured from the bottom of the ditch. Disposal, including chipping, burying, burning or removal to a landfill site approved by the County, of flammable vegetation and fuels removed during road construction shall be completed before completion of road construction.

(§ 1, Ord. 87-662, eff. June 4, 1987, as amended by § 1, Ord. 91-762, eff. December 13, 1991)

### **Sec. 9-4.604. Design standards.**

- (a) The widths of roadbeds, shoulders, pavement and clearing limits shall be set forth in Article 5 of this chapter, dependent upon the classification of the road and projected ADT.
- (b) In addition, the requirements set forth in this section shall be met.
- (c) The roadbed shall be in the center of the right-of-way except where excess width of right-of-way is required to accommodate cuts or fills, or where in the opinion of the Director of Public Works topography precludes the desirability of the required coincidence, or where it is desirable to preserve individual trees of exceptional size or beauty.
- (d) The geometric design of roadbeds shall be such as to accommodate a minimum speed of twenty-five (25) miles per hour, except the minimum design speed for rocked surfacing shall be fifteen (15) miles per hour and the minimum design speed for major

thoroughfares shall be thirty to fifty (30-50) miles per hour, in accordance with engineering practice. An additional surface width of four (4') feet shall be added to curves of fifty to one hundred (50-100') feet radius, and two (2') feet shall be added to curves of 100 to 200 feet radius.

- (e) The length of vertical curves in roadways, exclusive of gutters, ditches, and drainage structures designed to hold or divert water, shall not be less than 100 feet.
- (f) Roadway grades shall not exceed seven (7%) percent for public roadways and thirteen (13%) percent for private roadways, except with written permission of the Director of Public Works and either the chief of the appropriate structural fire protection agency or, if the roadway is not within the boundaries of such an agency, **the designated representative of the California Department of Forestry and Fire Protection (CALFIRE)**. Roadway grades shall not exceed sixteen (16%) percent.
- (g) All gutters, drains, culverts and bridges shall be installed as shown on the approved plans. **All bridges, culverts, and other appurtenant structures which supplement the roadway bed or shoulders shall be constructed to carry at least the maximum load and provide the minimum vertical clearance as required by Vehicle Code Sections 35250 through 35252 and 35550 through 35796, with a minimum design vehicle loading as per the American Association of State and Highway Transportation Officials Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition, published 2002 (known as AASHTO HB-17), hereby incorporated by reference.** All drainage facilities shall have a minimum longitudinal grade of one-quarter (0.25%) percent.
- (h) Cut sections shall have a three to one (3:1) side slope between the outer shoulder edge and flow line of the side ditch, and cut and fill slopes shall be two to one (2:1) except where the condition of a cut in rock can be shown to be stable at steeper slopes, in which case the approval of the Director of Public Works shall be required.
- (i) The maximum length of dead-end roads, including all dead-end roads accessed from that dead-end, shall not exceed the following cumulative lengths regardless of the number of parcels served:

|                                                |            |
|------------------------------------------------|------------|
| Parcels zoned for less than one acre .....     | 800 feet   |
| Parcels zoned for 1 acre to 4.99 acres.....    | 1,320 feet |
| Parcels zoned for 5 acres to 19.99 acres ..... | 2,640 feet |
| Parcels zoned for 20 acres or larger.....      | 5,280 feet |

- (1) All lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its farthest point. Where a dead-end road crosses areas of differing zoned parcel sizes, requiring different length limits, the shortest allowable length shall apply.
- (2) Where parcels are zoned five (5) acres or larger, turnarounds shall be provided at a maximum of 1,320 foot intervals.
- (3) Each dead-end road shall have a turnaround constructed at its terminus.
- (j) The roadbed shall have the necessary base material placed and compacted for the full roadbed width, and shall be surfaced for the entire length of the road for a width as set forth in Article 5 of this chapter.
- (k) All Class 8 Roads shall connect to a two-lane roadway at both ends, shall not exceed 2,640 feet in length, and shall have a turnout constructed at the approximate midpoint.
- (l) Class 11 Driveways exceeding 150 feet, but no more than 800 feet, shall provide a turnout near the midpoint of the driveway. Where a Class 11 Road exceeds 800 feet, turnouts



shall be provided no more than 400 feet apart. A turnaround shall be provided at all building sites on driveways over 300 feet in length and shall be within fifty (50) feet of the building.

(§ 1, Ord. 87-662, eff. June 4, 1987, as amended by § 1, Ord. 91-762, eff. December 13, 1991; § 1, Ord. 92-783, eff. July 9, 1992, and § 2, Ord. 02-975, eff. October 2, 2002)

#### **Sec. 9-4.605. Inspection.**

Each phase of construction must be inspected by a representative of the Department of Public Works. The phases of construction are: Clearing, grading, subbase, base and paving or surfacing. When the contractor or developer requires such inspection, he shall notify the Department of Public Works of his requirement in writing or by telephone call not less than five (5) working days prior to the time that he would like to have the inspection made, and in advance of starting his next phase of construction. Inspection will be made within three (3) working days after completion of the construction phase requiring inspection.

Written reports on the results of the inspection will be available to all parties concerned within thirty-six (36) hours after the field inspection is made. The contents of the report shall be defined by the Engineering Station, or relationship to street or highway intersections if stationing is not available.

(§ 1, Ord. 87-662, eff. June 4, 1987)

#### **Sec. 9-4.606. Construction standards.**

The structural section of the roadbed shall conform to the following thicknesses, or alternative thicknesses, utilizing the California Design Method (R values) and approved by the Director of Public Works:

- (a) ***Clearing of the right-of-way.*** All objectionable material shall be removed from that portion of the right-of-way to be utilized for construction, including but not exceeding the clearing width set forth in Article 5 of this chapter.
- (b) ***Subgrade.*** Fill shall be placed and compacted in layers not to exceed eight (8") inches thick. Large boulders, lumps of earth, and other unsuitable materials that will interfere with proper grading and compaction shall be removed and disposed of. Fill material shall be moistened so that a relative compaction of at least ninety (90%) percent is attained. The subgrade shall be crowned two (2%) percent for cross drainage, or as directed by the Director of Public Works.
- (c) ***Culverts.*** Necessary culverts shall be installed before applying subbase or base rocks, and the backfill shall be compacted to a relative compaction of at least ninety (90%) percent. The minimum size of culvert shall be eighteen (18") inch by eleven (11") inch arch, or fifteen (15") inch round. If concrete culvert pipe is used, that part under the roadbed must be the reinforced heavy wall type. Culverts shall have a minimum cover of twelve (12") inches below the surface. Culverts shall be located and sized in conformance with an engineered drainage plan for the road **and shall be constructed to carry the maximum load and provide the minimum vertical clearance as required by Vehicle Code Sections 35250 through 35252 and 35550 through 35796, with a minimum design vehicle loading as per the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition, published 2002 (known as AASHTO HB-17), hereby incorporated by reference.** All drainage facilities shall have a minimum longitudinal grade of one-quarter.

## Article 7. Traffic Volume

### Sec. 9-4.701. Traffic volume.

Traffic volume shall be expressed in ADT. (Average Daily Traffic).

(§ 1, Ord. 87-662, eff. June 4, 1987)

### Sec. 9-4.702. Existing traffic volume.

The existing traffic volume for a road shall be the higher of the actual summer ADT and the estimated winter ADT.

(§ 1, Ord. 87-662, eff. June 4, 1987)

### Sec. 9-4.703. Projected traffic volume.

The projected traffic volume for a road shall be:

- (a) Based on the maximum potential number of dwelling units served by that road based on the planned density of development of the areas to be served as determined by the General Plan designation of areas to be served. The projected traffic volume from areas to be served shall be calculated as follows:
  - (1) The maximum potential number of dwelling units within two (2) road miles of a United States Post Office shall be multiplied by eight (8).
  - (2) The maximum potential number of dwelling units between two (2) and four (4) road miles of a United States Post Office shall be multiplied by five (5).
  - (3) The maximum potential number of dwelling units more than four (4) road miles from a United States Post Office shall be multiplied by two (2).
  - (4) The figures resulting from the above procedure shall be added and shall be the projected traffic volume for the road in ADT.
- (b) The predicted traffic volume arising from a development shall be calculated as follows:
  - (1) If any portion of development is within two (2) road miles of a United States Post Office, the traffic volume arising from the development equals the proposed number of lots or dwelling units times eight (8).
  - (2) If all of the development is more than two (2) road miles from a United States Post Office and if any portion of the development is within (4) road miles of a United States Post Office, the traffic volume arising from the development equals the proposed number of lots or dwelling units times five (5).
  - (3) If all of the development is more than four (4) road miles from a United States Post Office, the traffic volume arising from the development equals the proposed number of lots or dwelling units times two (2).
  - (4) The figures resulting from the above procedure shall be the predicted traffic volume arising from the development in ADT.
- (c) The projected traffic volumes calculated by the above methods may be adjusted in specific cases where actual traffic count or analyses or both of comparable traffic situations yield alternative values.

(§ 1, Ord. 87-662, eff. June 4, 1987)



## Article 9. Access

### Sec. 9-4.901. Access.

All developments must have access as required by the General Plan.

(§ 1, Ord. 87-662, eff. June 4, 1987)

### Sec. 9-4.902. Towns.

- (a) All developments in **Town boundaries** shall have access by a paved roadway maintained year-round by the State, County or a private association.
- (b) All internal roadway systems in developments shall be paved and improved to the standards for their class.
- (c) Parking lots, whether providing on-site parking or independent of other uses, shall be paved.
- (d) All developments shall make provisions for access to any adjacent lands which are not served by or shown on a planned roadway alignment to be served by another paved public roadway.

(§ 1, Ord. 87-662, eff. June 4, 1987)

### Sec. 9-4.903. Communities and Rural Places.

- (a) Roads **within Community and Rural Place boundaries** serving Commercial and Industrial parcels shall be paved before issuance of building permits for those parcels.
- (b) (1) All parcels within developments in Suburban **Residential** Areas shall be served by paved maintained roads designed and constructed to County Public Road Standards.  
(2) In all developments in Suburban **Residential** Areas, provision shall be made for future access to roads from adjacent **Communities and Rural Places**.
- (c) All parcels within developments in Secondary Suburban **Residential** Areas shall be served by a paved, maintained County road or State highway or by a public or private road connected to a paved, maintained County road or State highway.
- (d) All parcels within developments in Rural **Residential** Areas shall be served by a public or private road connecting to a paved maintained County road or State highway.

(§ 1, Ord. 87-662, eff. June 4, 1987)

### Sec. 9-4.904. Limited Access Rural Residential.

- (a) All developments shall have legal access by means of Forest Service roads, private road easements or public roads.
- (b) All parcels within developments shall be provided access by a roadway.
- (c) If roads are not in existence, they shall be provided before development.
- (d) Legal access by means of Forest Service roads is:
  - (1) Access by a Forest Development Transportation System Road if rights-of way exist across all private lands to a County Road or a State Highway.
  - (2) Access by a non-system road of National Forest Lands if a use permit is issued by the Forest Service.

(§ 1, Ord. 87-662, eff. June 4, 1987)

### Sec. 9-4.905. Forest Service roads.

Forest Service roads do not satisfy access requirements for developments outside Limited Opportunity Areas except where a development has an irrevocable right to use the road.

(§ 1, Ord. 87-662, eff. June 4, 1987)

**Sec. 9-4.906. Identification.**

- (a) All access roads shall be marked with a sign approved by the Director of Public Works.
- (b) All lots shall be identified by a street address assigned by the Planning Director.
- (c) Road signs shall be located at intersections of roads.
- (d) Signs identifying traffic access or flow limitations shall be placed:
  - (1) At the intersection preceding the traffic access limitation; and
  - (2) No more than 100 feet before the traffic access limitation.

(§ 1, Ord. 87-662, eff. June 4, 1987, as amended by § 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.907. Bridges.**

- (a) The traveled way of bridges shall be the same as the traveled way of the road serving each end, except as set forth in (b) below.
- (b) The traveled way of bridges may be the same as one traffic lane of the road serving each end if:
  - (1) The road is a Class 7, 9, 10 or 11 Road, with an ADT of less than 200; and
  - (2) The bridge is no longer than 330 feet; and
  - (3) The entire bridge and the road at both ends are visible from on the bridge and both ends in a manner which would permit a driver to ascertain whether or not the bridge can be safely entered and crossed.
  - (4) Warning signs reading "One-Lane Bridge 90 Feet" shall be installed thirty (30) yards from each end of the bridge.
  - (5) Turnouts shall be provided at both ends of the bridge.
- (c) Bridges shall **be provided with appropriate signs, including but not limited to** weight **or** vertical clearance limitations, **one-way road or single lane conditions** of **each** bridge. The signs shall be clearly visible and be installed thirty (30) yards from each end of the bridge.
- (d) **Where a bridge or an elevated structure is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with the American Association of State and Highway Transportation Officials Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition, published 2002 (known as AASHTO HB-17), hereby incorporated by reference. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges when required by the Director of Public Works. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, barriers, or signs, or both, as approved by the Director of Public Works, shall be installed and maintained.**

(§ 1, Ord. 87-662, eff. June 4, 1987, as amended by § 1, Ord. 91-762, eff. December 13, 1991)



## Article 10. Emergency Water for Fire Protection

### Sec. 9-4.1001. Application.

- (a) When a community water system is required for land division, the requirements of this article shall be satisfied before completion of road construction
- (b) When individual water systems are required for land division, the requirements of this article shall be satisfied before final inspection for building construction.
- (c) Provisions of this article shall not apply to construction within land divisions approved before adoption of this article.

(§1, Ord. 91-762, eff. December 13, 1991)

### Sec. 9-4.1002. Water

- (a) Developments **located within the boundaries of any Towns and Master Planned Communities, as identified in the General Plan**, shall be served by a community water system with adequate water, volume, pressure and storage capacity. **Water systems equaling or exceeding the National Fire Protection Association (NFPA) 1142, "Standard on Water Supplies for Suburban and Rural Fire Fighting, 2012 Edition, hereby incorporated by reference, and California Fire Code, California Code of Regulations Title 24, Part 9, shall be accepted as meeting these requirements. Such emergency water may be provided in a fire agency mobile water tender, or naturally occurring or man-made containment structure, as long as the specified quantity is immediately available. Nothing in this article prohibits the combined storage of emergency wildfire and structural firefighting water supplies unless so prohibited by local ordinance or specified by the local fire agency. Where freeze protection is required by local jurisdictions having authority, such protection measures shall be provided.**
- (b) Developments **not located within Towns or Master Planned Communities** may provide water systems that meet or exceed the standards set forth in Section 1275.10 of the SRA Fire Safe Regulations in lieu of the requirements set forth in subsection (b) of this section.

(§1, Ord. 91-762, eff. December 13, 1991)

### Sec. 9-4.1003. Hydrants.

- (a) Where hydrants or fire valves are required, they shall be located eighteen (18") inches above grade, eight (8') feet from flammable vegetation, no closer than four (4') feet nor farther than twelve (12') feet from a roadway, and in a location where fire apparatus using it will not block the roadway.
- (b) Hydrants serving buildings shall not be less than fifty (50') feet nor more than one-half (1/2) mile by road from the building served and shall be located at a turnout or turnaround along the driveway of the building served or along the road that intersects with that driveway.
- (c) Hydrant heads shall be brass with two and one-half (2-1/2") inch National Hose male thread with cap for pressure or gravity flow systems and four and one-half (4-1/2") inch for draft systems. Hydrants shall be wet or dry barrel as required by the delivery system. Hydrants shall have crash protection as required by the local fire protection entity.

(§1, Ord. 91-762, eff. December 13, 1991)

### Sec. 9-4.1004. Signing of water sources.

- (a) Hydrants and fire valves and access to water located along a driveway shall be identified by a reflectorized blue marker with a minimum dimension of three (3") inches on the street address sign, mounted on a fire retardant post.
- (b) Hydrants and fire valves and access to water located along a road shall be identified by a reflectorized blue marker with a minimum dimension of three (3") inches, mounted on a fire retardant post. The sign post shall be within three (3') feet of the hydrant or fire valve. The sign shall be no fewer than three (3') feet nor more than five (5') feet above ground. The sign shall be horizontal and visible from the driveway.
- (c) Hydrants and fire valves and access to water may be identified as specified in the State Fire Marshal's Guidelines for Fire Hydrant Markings Along State Highways and Freeways, May 1988, in lieu of the methods described above.

(§1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.1005. Accessibility.**

Emergency water for fire protection shall be available for use within twelve (12') feet of a driveway or road.

(§1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-4.1006. Inspection.**

Inspection of community water systems shall be made by a representative of the Department of Public Works. Inspections of individual water systems shall be made by representatives of the Building Official and the local fire protection entity. When the contractor or developer requires such inspection, he shall notify the appropriate department in writing or by telephone call not less than five (5) working days prior to the time that he would like to have the inspection made, and in advance of starting his next phase of construction. Inspection will be made within three (3) working days after completion of the construction phase requiring inspection.

Written reports on the results of the inspection will be available to all parties concerned within thirty-six (36) hours after the field inspection is made.

(§1, Ord. 91-762, eff. December 13, 1991)

## **CHAPTER 8. STREET ADDRESS SYSTEM**

### **Article 1. Purposes and Application**

#### **Sec. 9-8.101. Purposes.**

The provisions of this chapter are adopted to implement the General Plan by providing for the identification of all lots by an address and to thereby facilitate provision of emergency services and utilities, and avoid delays in response, thus promoting the public health, safety, and general welfare.

(§ 1, Ord. 87-674, eff. October 8, 1987)

#### **Sec. 9-8.102. Application.**

The application of the provisions of this chapter shall be held to be only the minimum requirements for the promotion of the public health, safety and general welfare.

(§ 1, Ord. 87-674, eff. October 8, 1987)



## Article 2. Definitions.

### Sec. 9-8.201. Scope.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined in this article.

(§ 1, Ord. 87-674, eff. October 8, 1987)

### Sec. 9-8.202. Dead-end road.

"Dead-end road" shall mean a road that has only one point of vehicular access to a State highway or major thoroughfare; and shall include looped roads **and cul-de-sacs** which have only one point of access, immediately or ultimately, to a State highway or major thoroughfare.

(§ 1, Ord. 91-762, eff. October 3, 1991)

### Sec. 9-8.203. Internal roadway.

"Internal roadway" shall mean a roadway within a property which is not a street and which provides access to functionally independent units of a residential, commercial, industrial or other complex.

(§ 1, Ord. 87-674, eff. October 8, 1987)

### Sec. 9-8.204. Roads, streets, private lanes.

**"Roads, streets and private lanes" shall mean vehicular access to more than one parcel; access to any industrial or commercial occupancy; or vehicular access to a single parcel with more than two buildings or more than four or more dwelling units.**

### Sec. 9-8.205. Roadway.

"Roadway" shall mean any surface designed, improved, or ordinarily used for vehicle travel including **bridges, culverts, and other** appurtenant structures **which supplement the roadway bed or shoulders.**

(§ 1, Ord. 91-762, eff. December 13, 1991)

### Sec. 9-8.206. Street.

"Street" shall mean any legally established access easement which provides a primary means of access to property or a County road, a State highway or a Forest Service System road.

(§ 1, Ord. 87-674, eff. October 8, 1987)

### Sec. 9-8.207. Street address.

"Street address" shall mean a locational identification comprised of a systematically determined number, a road identification, and a locality identification.

(§ 1, Ord. 87-674, eff. October 8, 1987)

### Sec. 9-8.208. Street address system.

"Street address system" shall mean a method for the logical allocation of the numerical component of a street address and may include provisions for the determination of road identification or locality identification or both.

(§ 1, Ord. 87-674, eff. October 8, 1987)

## Article 4. Posting

### Sec. 9-8.401. Required.

Where a street address system has been established, the placement of numbers shall be required as provided for by this article.

(§ 1, Ord. 87-674, eff. October 8, 1987, as amended by § 1, Ord. 91-762, eff. December 13, 1991)

### Sec. 9-8.402. Notices.

Upon adoption of an ordinance establishing a street address system, the Planning Director shall notify by mail the owners of all properties within the street address system of a street address allocated to each property, of the possibility of the allocation of additional street addresses if needed, and of the requirements for the placement of numbers.

(§ 1, Ord. 87-674, eff. October 8, 1987)

### Sec. 9-8.403. Placement of numbers.

- (a) The numbers of a street address shall be affixed to the building to which allocated. **Accessory buildings will not be required to have a separate address, however each dwelling unit or business within a building shall be separately identified.**
- (b) The numbers of an allocated street address which are affixed to a building shall be clearly visible and legible from the street which provides access to the property, except that, if the building is provided access by an internal roadway, the numbers shall be clearly visible and legible from the internal roadway.
- (c) The numbers of an allocated street address which are affixed to a building or to a street address sign shall be in Arabic numerals.
- (d) It shall be the responsibility of the property owner to affix the numbers of an allocated street address.
- (e) The numbers of a street address shall be affixed within ninety (90) days after the mailing of the notice provided for in Section 9-8.402 of this article.
- (f) The numbers of a street address need not be affixed for a property which is unimproved and for which no use has been established.
- (g) Street addresses shall be affixed to buildings before January 1, 1992.
- (h) Street addresses shall be affixed to buildings before final inspection.

(§ 1 Ord. 87-674, eff. October 8, 1987, as amended by § 1, Ord. 91-762, eff. December 13, 1991)

### Sec. 9-8.404. Street address signs.

- (a) A street address sign is a display of the numbers of an allocated street address by means other than affixture to a building.
- (b) The numbers of a street address shall be affixed to street address sign.
- (c) It shall be the responsibility of the property owner to affix the numbers of an allocated street address.
- (d) Street address signs shall be subject to the provisions of Section 9-2.416 of Article 4 of Chapter 2 of this title.
- (e) **Design.**
  - (1) The face area of a street address sign shall be that area within the boundary of a simple plane which encompasses all characters and intervening voids.
  - (2) The face area of a street address sign shall not exceed six (6) square feet except when it is necessary to accommodate additional minimum signage.
  - (3) Size of letters, numbers, and symbols for street address signs shall be a minimum

four (4") inch letter height, one half (1/2") inch stroke, reflectorized, contrasting with the background color of the sign.

- (4) The numbers for street address signs shall be in Arabic numerals.
- (5) Where multiple addresses are required at a single driveway, they shall be mounted on a single post.

(f) ***Location.***

- (1) All buildings shall have a permanently posted address, which shall be placed at each driveway entrance and visible from both directions of travel along the road.
- (2) Addresses shall be visible and legible from the road on which the address is located.
- (3) Address signs along one-way roads shall be visible from both the intended direction of travel and the opposite direction.
- (4) Where a roadway provides access solely to a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.

- (g) The street address sign shall be placed within fifteen (15) days after issuance of a building permit for a building.

- (h) Street address signs shall be placed for all improved properties before January 1, 1992.

(§ 1, Ord. 87-674, eff. October 8, 1987, as amended by § 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-8.405. Uniform Fire Code.**

(§ 1, Ord. 87-674, eff. October 8, 1987, repealed § 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-8.602. Road signs.**

- (a) Before an approved subdivision map or planned development permit may be recorded, the County roads and private roads providing access thereto and therewithin shall be marked with signs which shall give the identification as determined pursuant to subsections (b) and (d) of Section 9-8.601 of this article: (b) identification, County roads, and (d), road identification, private roads.
  - (b) State highways and Forest Service roads within the area of an approved subdivision map or planned development permit shall be marked with signs which shall give the identification as determined pursuant to subsections (a) and (c) of Section 9-8.601 of this article before the subdivision map or planned development permit may be recorded.
  - (c) When the Public Works Department marks a road with a sign, that sign shall give the identification as determined pursuant to Section 9-8.601 of this article.
  - (d) A new or replacement sign marking a road within a street address system adopted by ordinance shall give the street address number of its location and shall indicate the direction in which street address numbers ascend.
  - (e) Size of letters, numbers, and symbols for road signs, shall be a minimum four (4") inch letter height, one-half (1/2") stroke, reflectorized, contrasting with the background color of the sign.
  - (f) Road signs shall be visible and legible from both directions of travel for a distance of at least 100 feet.
  - (g) The height of road signs shall be eight and one-half (8-1/2') feet.
  - (h) Signs shall be placed at intersections of roads.
- (§ 1, Ord. 87-674, eff. October 8, 1987, as amended by § 1, Ord. 91-762, eff. December 13, 1991)

**Sec. 9-8.603. Road names.**

- (a) New names for County or private roads shall not duplicate any road name in the County's jurisdiction. The differences in road name suffixes shall not be considered differences in road names.
- (b) A dead-end road less than 200 feet long which has no feasible possibility of future extension or connection may have the same name as the road which provides access to the dead-end road provided the cul-de-sac has a different suffix.
- (c) New names which are phonetic duplications or sound very similar to existing names shall be voided.
- (d) **Continuity.**
  - (1) The continuation of an existing road shall have the same name.
  - (2) If a road significantly changes direction for a substantial distance, and if the change is readily discernible on the road, the portions may have different names.
- (e) **Discontinuity.**
  - (1) Discontinuous roads shall have a different name for each portion, except as provided in subsection (2) of this subsection.
  - (2) If it is anticipated and feasible that portions of a discontinuous road may become continuous, the portions may have the same name, to which a locational affix may be appended.



## CHAPTER 9. SRA FIRE SAFE REGULATIONS

### Article 1. Purposes and Application

#### Sec. 9-9.101. Purposes.

The provisions of this chapter are to complete integration of the SRA Fire Safe Regulations into this Code and to specify those portions of this Code which implement those regulations (**California Code of Regulations, Title 14 Natural Resources, Division 1.5 Department of Forestry, Subchapter 2 SRA Fire Safe Regulations, Articles 1, 2, 3, 4, and 5, effective date January 1, 2016**).

(§ 1, Ord. 91-762, eff. December 13, 1991)

#### Sec. 9-9.102. Application.

The application of the provisions of this chapter and those portions of this Code which implement the SRA Fire Safe Regulations shall be held to be only the minimum requirements for the promotion of the public health, safety and general welfare.

(§ 1, Ord. 91-762, eff. December 13, 1991)

#### Sec. 9-9.103. Specification.

The portions of this Code which implement the SRA Fire Safe Regulations are:

- (a) Chapter 14 of Title 8;
- (b) Sections **9-2.216, 9-2.227.5, and 9-2.299.8** of Article 2 of Chapter 2 of Title 9;
- (c) Section 9-2.419 of Article 4 of Chapter 2 of Title 9;
- (d) Sections 9-2.1205, 9-2.1305, 9-2.1405, 9-2.1505, 9-2.1605, 9-2.1705, 9-2.1805, 9-2.1905, 9-2.2005, 9-2.2105, 9-2.2205, 9-2.2305, 9-2.2405, 9-2.2505, 9-2.2605, 9-2.2905, 9-2.3005, 9-2.3105, 9-2.3207, 9-2.3305, and 9-2.3405 of Chapter 2 of Title 9;
- (e) Sections 9-3.105 (m), 9-3.105 (n) **of Article 1 of Chapter 3**, and **9-3.315 and 9-3.301** of Article 3 of Chapter 3 of Title 9;
- (f) Sections **9-4.302, 9-4.307, 9-4.316, 9-4.318, 9-4.320, 9-4.323, 9-4.325, 9-4.326, 9-4.334, 9-4.343, 9-4.345, 9-4.348, 9-4.355, 9-4.362, 9-4.365, 9-4.366, and 9-4.367** of Article 3 of Chapter 4 of Title 9;
- (g) **Section 9-4.104 of Article 1 of Chapter 4 of Title 9;**
- (h) **Section 9-4.202 of Article 2 of Chapter 4 of Title 9;**
- (i) Sections 9-4.403 through 9-4.413, inclusive, of Article 4 of Chapter 4 of Title 9;
- (j) Sections 9-4.501 through 9-4.503 of Article 5 of Chapter 4 of Title 9;
- (k) Sections 9-4.601, and Sections 9-4.603 through 9-4.606 of Article 6 of Chapter 4 of Title 9;
- (l) Section 9-4.906 and 9-4.907 of Article 9 of Chapter 4 of Title 9;
- (m) Sections 9-4.1001 through 9-4.1006 of Article 10 of Chapter 4 of Title 9;
- (n) Chapter 8 of Title 9, commencing with Section 9-8.101;
- (o) Chapter 9 of Title 9, commencing with Section 9-9.101.

(§ 1, Ord. 91-762, eff. December 13, 1991, as amended by § 1, Ord. 92-783, eff. July 9, 1992)