



## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF NOVEMBER 12, 2019 TO BE HELD AT 11:00 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**

11:00 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) SOCIAL SERVICES**

- 1) Approve and authorize the Director of Social Services to sign contract, not to exceed \$15,000, between County of Plumas and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program; approved as to form by County Counsel **View Item**
- 2) Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Eligibility Specialist I/II position **View Item**

#### **B) PUBLIC WORKS**

- 1) Approve and authorize the Chair to sign Amendment No. 12 to Professional Services Agreement, not to exceed \$64,304, for "On-Call Environmental/CEQA & NEPA Services" for the Beskeen Lane Storm Damage Repair project; approved as to form by County Counsel **View Item**
- 2) Adopt **RESOLUTION No. 19-8432 – Amended** (Approving the Applicant to Receive Grant Funds from the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds) **View Item**

2. **ARCBYT** – Joshua Furnald

Power Point presentation regarding underground utility corridor to include electric power, fiber for data and water that travels from Lassen County through Plumas County on the way to Alameda County [View Item](#)

3. **DEPARTMENTAL MATTERS**

A) **COUNTY ADMINISTRATIVE OFFICE** - Gabriel Hydrick

Receive and review responses to the “Request for Proposals” (RFP’s) with regard to the following items:

- CWS Psychological Evaluations
- Manage Anger and Conflict
- CalWORKs and TANF
- Nurturing Parent Classes
- CWS Therapy
- Parent Child Interaction Therapy for CWS (PCIT)
- Nurturing Parent In-Home Classes
- Life Skills Classes
- CalWORKs Childcare

and, consider and make award of contract(s), or authorize the County Administrator to finalize contracts, as recommended, for a variety of services to the Department of Social Services; discussion and possible action

B) **PUBLIC HEALTH AGENCY** – Andrew Woodruff

- 1) Report and update by Andrew Woodruff, Director of Public Health regarding the Epidemiology of Vaping related illness, and local and statewide prevention efforts
- 2) Presentation by John Ready, Executive Director of Get Voicing, the Foundation of Voice Restoration and Chair of the Plumas County Tobacco Free Taskforce

4. **BOARD OF SUPERVISORS**

- A. Correspondence
- B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

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

5. **PLANNING** – Tracey Ferguson

- A. Adopt **ORDINANCE**, first introduced on November 5, 2019, Amending Plumas County Code, Title 9 (Planning and Zoning) to Establish Standards for Personal Cultivation of Cannabis. **Roll call vote**

**View Item**

- B. **PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE**, amending Title 9 (Planning & Zoning) by adding Article 43, “Backyard Chickens” to Chapter 2 of Title 9 of the Plumas County Code. **Roll call vote** **View Item**

6. **CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Chief Probation Officer
- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. 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, November 19, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California.



## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

NEAL CAIAZZO  
DIRECTOR

DATE: OCTOBER 29, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR NOVEMBER 12, 2019, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN CONTRACT BETWEEN  
COUNTY OF PLUMAS AND PLUMAS CRISIS INTERVENTION AND  
RESOURCE CENTER FOR A CHILD WELFARE SERVICES SYSTEM  
IMPROVEMENT PROJECT

### **It is Recommended that the Board of Supervisors**

1. Approve a contract between the Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

### **Background and Discussion**

Assembly Bill 636 (Steinberg), Chapter 678, Statutes of 2001, enacted the Child Welfare Services Outcome and Accountability Act of 2001. This law establishes outcome and accountability mechanisms for California's Child Welfare Services programs. The outcome assessment mechanisms are targeted toward strengthening systems used to monitor and assess the quality of services provided on behalf of abused and neglected children.

The plan includes a number of proposed improvements targeted to strengthening families and improving outcomes for children who are in the Child Welfare System. Among those elements are the following:

- Improving the availability of parenting education in the community.
- Providing in-home parenting using the evidence based Nurturing Families curriculum.
- Providing life skills training for parents with children in the CPS system.
- Utilizing wellness centers in the communities to improve connections with parents and children in the CWS system.

In accordance with these targeted improvements, the Department of Social Services has arranged for services to be provided through PCIRC's existing Wellness Centers for a set of added services that are specific to families that are in the Child Welfare Service's Family Reunification Program.

### **Financial Impact**

The agreement that is before the Board today is for a total of \$15,000. Funding for System Improvement Projects comes from an allocation of funds that is specifically dedicated to Child Welfare Services Outcome Improvement projects. The funds come from federal and state sources. There is no impact to the County General Fund.

### **Other Agency Involvement**

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

Copy: Debbie Wingate, Program Manager

Enclosure

### Services Agreement

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

The parties agree as follows:

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



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



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

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

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

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

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

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

County:

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

Contractor:

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

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


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

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

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

## CONTRACTOR:

Plumas Crisis Intervention and  
Resource Center, a California  
Corporation

By:   
Name: Johanna Downey  
Title: Executive Director

Date: 11 Oct 2019

By:   
Name: Scott Corey  
Title: Chief Financial Officer

Date: 10-11-19

## COUNTY:

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

By:   
Name: Neal Caiazzo  
Title: Director

Date: 10.10.19

Approved as to Form:

 10/9/19  
Deputy County Counsel

**EXHIBIT A****Scope of Work**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize system improvement funds provided by the Plumas County Department of Social Services to engage parents with children participating in family reunification with access to the following resources at each of the four Family Resource & Community Wellness Center sites located in Quincy, Portola, Greenville and Chester.

- Crisis Intervention & Support
- Case Management
- Computer & Fax Services
- Food Bank Referrals
- Homeless Support Services
- Food Pantry Services
- 24/7 Dad Classes
- Paperwork Assistance
- CalFresh Applications
- HEAP
- REACH
- Salvation Army Services
- Resource & Referral Information
- Peer Counseling

PCIRC shall provide PCDSS with monthly reports that include a count of the number of in-person contacts made with families and individuals that were referred by PCDSS. PCIRC shall include an accounting of the types of services provided. To the extent that additional case management services are identified as needed and provided, PCIRC shall provide documentation of those needs and services. Where needed and appropriate, PCIRC shall include case management narratives for the families and persons served. As needed and appropriate, PCIRC staff will participate in case management planning for those families and individuals referred to PCIRC.

**EXHIBIT B****Fee Schedule**

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

**Plumas Crisis Intervention and Resource Center Budget**

CWS Housing Support Program	\$	15,000.00
-----------------------------	----	-----------

<b>TOTAL OF ALL EXPENSES</b>	<b>\$</b>	<b>15,000.00</b>
------------------------------	-----------	------------------



NEAL CAIAZZO  
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

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

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

DATE: OCTOBER 31, 2019  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES  
SUBJ: AGENDA ITEM FOR NOVEMBER 12, 2019, CONSENT AGENDA  
RE: APPROVAL TO FILL A VACANT ELIGIBILITY SPECIALIST POSITION

**It is Recommended that the Board of Supervisors**

Authorize the Department of Social Services to fill a vacant Eligibility Specialist (ES) I/II position as soon as administratively possible.

**Background and Discussion**

The Department of Social Services has experienced a vacancy in the class of Eligibility Specialist I/II. This position became vacant on October 30, 2019.

The Eligibility Specialist is the position in the Department that performs eligibility determinations and ongoing case management for economic assistance programs such as CalFresh, Medi-Cal and county General Assistance. Demands for these programs have been high due to the expansion of the Medicaid Program and the increase in CalFresh applications. It is the Department's expectation that our need for ES's will remain in place for some time.

**Financial Impact**

There is no financial impact to the County's General Fund as a result of taking this action because all funds to support this position come from federal, state and Realignment sources. The position is funded in the Department's 2018-2019 proposed budget.

Copies: PCDSS Management Staff  
Nancy Selvage, Human Resources Director

Enclosures (3)



**Position Classification:** Eligibility Specialist I/II

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:**

This position is primarily responsible for performing eligibility determinations for the Medi-Cal and CalFresh (Foodstamp) programs. Eligibility determinations for the Medi-Cal program is critical to the mission of assuring that county citizens who do not have medical insurance or another payer for health care services have access, to the extent that they are eligible, to the State Medi-Cal program. This also helps to assure that hospitals that are required by law to serve poor and indigent county residents receive payment for the services they provide. Eligibility determinations for the CalFresh (Foodstamp) program are a state mandated activity.

**Funding Sources:**

Medi-cal is entirely funded by State General Fund and federal pass through dollars. There is a small apportionment of Realignment dollars that is part of the funding mix for this position, generally 15% of the cost of time spent performing CalFresh (Foodstamp) eligibility determinations. As is explained below, there are potential Realignment funding implications *when the position is left empty*.

**Special Considerations:** Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that a position is not filled, the fixed overhead costs redistribute themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in their cost structure. It is in the County's best interests to avoid such a scenario.

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

### Position: Eligibility Specialist – Medi-Cal/CalFresh Program

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. Medi-Cal and CalFresh (Foodstamp) administration is a state mandated service. The Eligibility Specialist performs eligibility determinations for these services

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally the caseload is growing and the state provides funds to meet this growth.

- How long has the position been vacant?

Answer: The position will become vacant effective October 31, 2019 due to an employee termination.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.

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

Answer: We will not be able to process applications for Medi-Cal, CalFresh and CMSP in accordance with the state requirements.

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

**Answer: We will not expend state funds that have been allocated to this function and Realignment dollars will be disbursed to other programs costing the Department money.**

- 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?

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.**

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

**Answer: No.**

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

**Answer: No.**

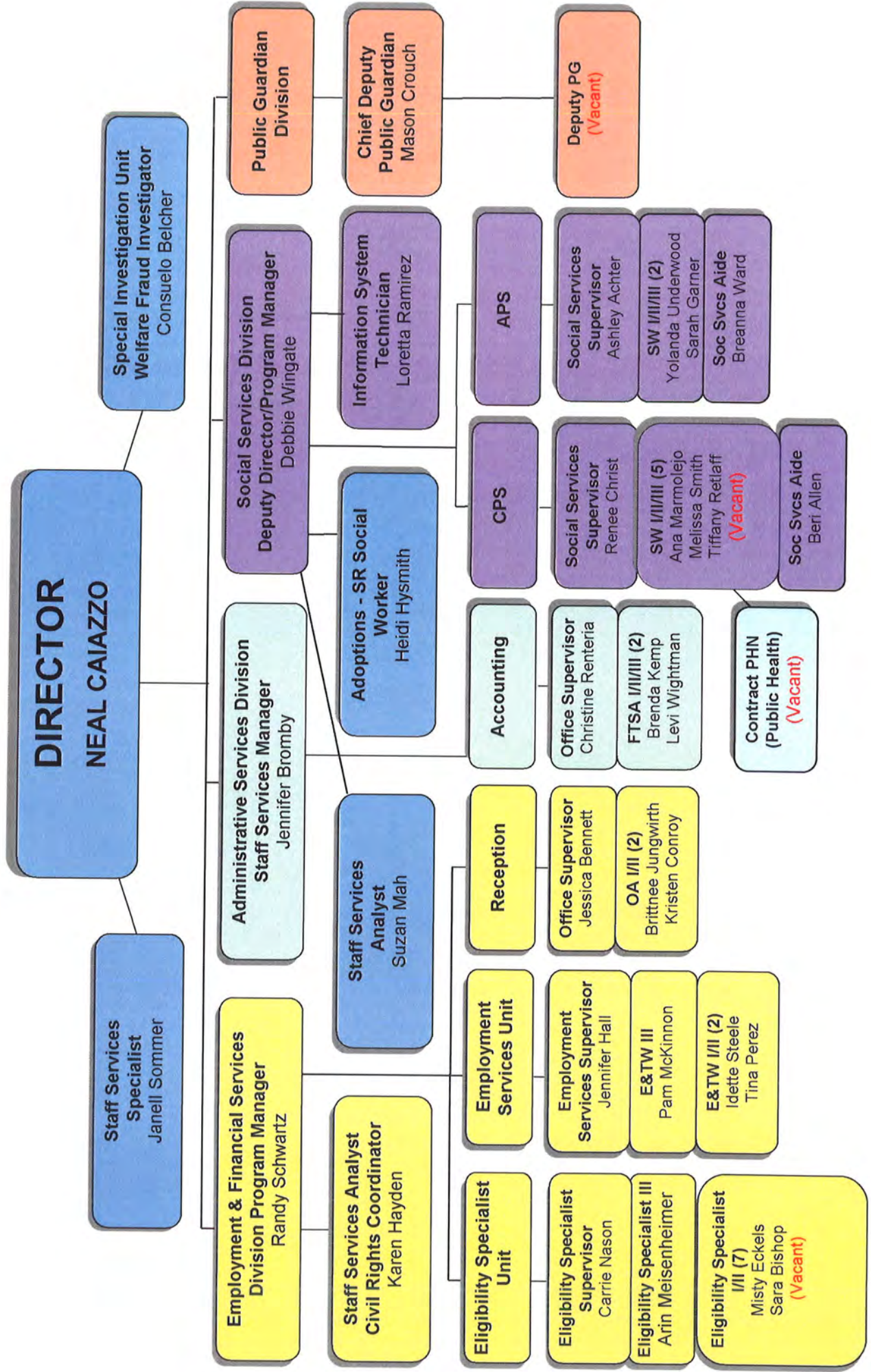
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

**Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.**

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

- **Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.**

# **PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN**





# 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 November 12, 2019 meeting of the Plumas County Board of Supervisors

Date: November 4, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading 'Robert A. Perreault', is written over the printed name.

Subject: **Authorize Execution of Amendment No. 12 to Professional Services Agreement for "On-call Environmental/CEQA & NEPA Services" for the "Beskeen Lane Storm Damage Repair Project" in the amount of \$64,304.00.**

### Project Background:

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Beskeen Lane Storm Damage Repair Project (project). The project site is located on Beskeen Lane, north of Quincy, east of State Route 70/89, and adjacent to Quincy Ganser Field Airport. In February 2017, high flows in Spanish Creek resulted in a 200-foot section of embankment along Beskeen Lane failing due to erosion and scour. To repair this storm damage, the County proposes to excavate, replace, and compact the damaged section of shoulder embankment (200 feet long by 20 feet wide and 25 feet deep) and install rock slope protection. It is anticipated that an in-stream diversion will be needed to perform bank stabilization at the toe of slope.

The County secured disaster funding through federal (Federal Emergency Management Agency [FEMA]) and state (California Governor's Office of Emergency Services [Cal OES]) sources; FEMA-4301-DR-CA and Cal OES ID: 063-00000. The technical studies completed under this task order will be reviewed and approved by the County and used to support regulatory permitting activities and provide documentation to FEMA and Cal OES that the proposed project complies with federal and state regulations.

The Scope of Work shall include four (4) Base Tasks and one (1) Optional Task as identified in the Scope of Work, which is attached to the attached contract as Exhibit "A". The Optional Task will be undertaken upon authorization to proceed by the County.

The attached Amendment No. 12 has been approved as to form by the County Counsel's Office.

**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 Amendment No. 12 to the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc. for On-call Environmental/CEQA & NEPA Services for the “Beskeen Lane Storm Damage Repair Project” in the amount not to exceed \$64,304.00.

Attachment: Amendment No. 12 to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc.

**AMENDMENT NO. 12**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

**On-Call Environmental/CEQA & NEPA Services**  
**for the**  
**Beskeen Lane Storm Damage Repair Project**

The September 19, 2018 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Stantec Consulting Services, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 19-002 is hereby amended as follows:

**Project Background**

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Beskeen Lane Storm Damage Repair Project (project). The project site is located on Beskeen Lane, north of Quincy, east of State Route 70/89, and adjacent to Quincy Ganser Field Airport. In February 2017, high flows in Spanish Creek resulted in a 200-foot section of embankment along Beskeen Lane failing due to erosion and scour. To repair this storm damage, the County proposes to excavate, replace, and compact the damaged section of shoulder embankment (200 feet long by 20 feet wide and 25 feet deep). The embankment will need to be cut back to place previous fill material; this fill material will be layered and compacted to 95 percent. Following reconstruction of the embankment foundation, the designed slope will be added and regraded in order to restore the roadway segment to its pre-disaster condition, function, and capacity. It is anticipated that an in-stream diversion will be needed to perform bank stabilization at the toe of slope.

The County secured disaster funding through federal (Federal Emergency Management Agency [FEMA]) and state (California Governor's Office of Emergency Services [Cal OES]) sources; FEMA-4301-DR-CA and Cal OES ID: 063-00000. The technical studies completed under this task order will be reviewed and approved by the County and used to support regulatory permitting activities and provide documentation to FEMA and Cal OES that the proposed project complies with federal and state regulations.

Based on a review of the project information provided by the County and follow up discussions with County staff, Stantec Consulting Services Inc. will complete the following tasks.

**Scope of Work**

The Scope of Work shall include four (4) Base Tasks and one (1) Optional Task as identified in the Scope of Work, which is attached to the attached contract as Exhibit "A". The Optional Task will be undertaken upon authorization to proceed by the County.

\_\_\_\_ Consultants Initials

\_\_\_\_ County Initials



**Compensation**

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit "B" and incorporated herein by this reference. The cost of the four (4) Base Tasks and one (1) Optional Tasks is Sixty-Four Thousand, Three Hundred and Four Dollars and No Cents (\$64,302.00).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

**Project Schedule.**

The Consultant shall complete the project as specifically set forth in the Project Schedule, which is attached hereto as Exhibit "C" and incorporated herein by this reference.

**Other Contract Provisions.**

All other contract provisions set forth in the September 19, 2018 Professional Services Agreement first referenced above remain unchanged.

**[Signatures on next page]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 12 to be executed by and through their respective authorized officers, as of the date first above written.

APPROVED AS TO SCOPE OF WORK:

\_\_\_\_\_  
Director of Public Works

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

**CONTRACTOR:**

Stantec Consulting Services Inc.

By: \_\_\_\_\_  
Name: Timothy A. Reilly  
Title: Principal  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Wirt Lanning  
Title: Principal  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Kevin Goss, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Nancy DaForno  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

Plumas County Counsel

By:  10/21/11  
Deputy County Counsel

Taxpayer ID Number – 11-2167170

Attachments: Exhibits A - Scope of Work, Exhibit B – Fee Schedule & Exhibit C – Project Schedule

**PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
Beskeen Lane Storm Damage Repair Project  
Environmental Services Support  
August 29, 2019**

**EXHIBIT A  
Scope of Work**

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Beskeen Lane Storm Damage Repair Project (project). The project site is located on Beskeen Lane, north of Quincy, east of State Route 70/89, and adjacent to Quincy Ganser Field Airport. In February 2017, high flows in Spanish Creek resulted in a 200-foot section of embankment along Beskeen Lane failing due to erosion and scour. To repair this storm damage, the County proposes to excavate, replace, and compact the damaged section of shoulder embankment (200 feet long by 20 feet wide and 25 feet deep). The embankment will need to be cut back to place previous fill material; this fill material will be layered and compacted to 95 percent. Following reconstruction of the embankment foundation, the designed slope will be added and regraded in order to restore the roadway segment to its pre-disaster condition, function, and capacity. It is anticipated that an in-stream diversion will be needed to perform bank stabilization at the toe of slope.

The County secured disaster funding through federal (Federal Emergency Management Agency [FEMA]) and state (California Governor's Office of Emergency Services [Cal OES]) sources; FEMA-4301-DR-CA and Cal OES ID: 063-00000. The technical studies completed under this task order will be reviewed and approved by the County and used to support regulatory permitting activities and provide documentation to FEMA and Cal OES that the proposed project complies with federal and state regulations. Based on a review of the project information provided by the County and follow up discussions with County staff, Stantec will complete the following tasks.

***Task 1: Prepare Biological Resources Assessment***

Stantec will prepare a Biological Resources Assessment report will characterize biological resources in the biological study area (BSA) and vicinity; assess project impacts on biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the report will entail:

- review existing biological resources information obtained during previous investigations for nearby projects, review the California Natural Diversity Database (CNDDB) and the California Native Plant Society (CNPS) database for reported occurrences of special-status plant and animal species within the project vicinity (approximately 5 miles), and review an official plant and animal species list obtained from the U.S. Fish and Wildlife Service (USFWS);
- a reconnaissance-level field investigation, including an assessment of habitat for special-status plant and wildlife species, including nesting raptors and roosting bats (Note: protocol-level plant and wildlife surveys are excluded);
- prepare a discussion that includes a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s);



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Beskeen Lane Storm Damage Repair Project – Environmental Services Support  
August 29, 2019

- noxious and invasive weed species populations will be discussed and evaluated in the report for compliance with Federal Executive Order 13112 (Invasive Species); and
- based on project site plans and wetland impact calculations provided by the County, Stantec will evaluate temporary impacts on jurisdictional waters affected by the project and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review and field surveys, Stantec will prepare a Biological Resources Assessment report. An internal draft of will be submitted to the County for review. Once County comments are addressed, Stantec will then finalize and submit the final report to the regulatory agencies, along with the permit applications.

**Deliverables:** Electronic copies (Word.doc, PDF) of draft and revised draft report; up to three (3) hard copies and an electronic copy (PDF) of the final report.

**Meeting(s):** Not Applicable.

### ***Task 2: Conduct Wetland Delineation***

Stantec will conduct a delineation of waters of the United States, including identification of the ordinary high-water mark of Spanish Creek, and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act Section 404 permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the BSA; a field survey to delineate the boundaries of waters of the United States using methods prescribed by the Corps; and preparation of a report. For the field survey, Stantec will perform a routine delineation within the BSA and acquire coordinates of wetland/other waters boundaries and other relevant features with GPS.

Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the BSA or aerial imagery provided by the County. The delineation report will contain background information, data sheets, site photographs, and a delineation map (minimum scale of 1"=200').

A draft delineation report will be submitted to the County for review and approval. The report will be prepared to support either an Approved or Preliminary Jurisdictional Determination (*Note: County and Stantec will discuss suitable approach once delineation field work has been conducted*). Following incorporation of comments provided by the County, Stantec will prepare a revised delineation report. If requested by the County, Stantec will submit the delineation report to the Corps (Sacramento District) for verification. Stantec will be available to attend a field verification visit with the Corps, as directed by the County, and prepare a final, revised wetland delineation map based on comments provided by the Corps.

**Deliverables:** Electronic copy (Word.doc, PDF) of draft and revised draft wetland delineation report; up to three (3) hard copies and an electronic copy (PDF) of the final wetland delineation report.

**Meeting(s):** Field verification visit with Corps at project site, if requested.



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Beskeen Lane Storm Damage Repair Project – Environmental Services Support  
August 29, 2019

### ***Task 3: Habitat Assessment for Sierra Nevada Yellow-legged Frog and Biological Assessment***

A Sierra Nevada yellow-legged frog habitat assessment that consists of the following elements will be conducted:

- Analysis of all documented Sierra Nevada yellow-legged frog occurrences in the project area based on a review of the CNDDDB and communications with local resource agencies to determine known occurrences for the species within 5 miles of the BSA;
- Conduct an assessment of potential Sierra Nevada yellow-legged frog habitat within a one-mile radius of the project site (access permitting) and provide a general characterization of upland and aquatic communities within a one-mile radius of the BSA;
- Identify, characterize, map, and photograph potential Sierra Nevada yellow-legged frog habitat areas within the BSA; and
- Summarize the assessment data in a draft report (including maps and figures) and include a determination discussion of whether the project study area is located within designated critical habitat for the species. A draft copy will be provided to the County for review and comment, with a final version submitted to Caltrans.

If results of the habitat assessment determine the presence/potential for Sierra Nevada yellow-legged frog within the project area, Section 7 endangered species act (ESA) consultation will be required and a Biological Assessment (BA) will need to be prepared. Stantec will summarize the assessment data and/or any survey results in a draft BA report (including maps and figures). The BA will be focused to address potential effects on the federally listed Sierra Nevada yellow-legged frog associated with the proposed project. The BA will include the following sections: summary; introduction; environmental setting; study methods; results; anticipated adverse effects; recommendations for mitigation; and a list of references.

A draft copy of the BA will be provided to the County for review and comment. Following incorporation of comments provided by the County, Stantec will submit the BA to the Corps along with the Clean Water Act Section 404 pre-construction notification package. The Corps will serve as the federal lead agency for formal section 7 consultation with the USFWS.

**Deliverables:** Electronic copies (Word.doc, PDF) of the draft and revised draft Habitat Assessment and BA documents; up to five (5) copies and an electronic copy (PDF) of the final Habitat Assessment and BA documents

**Meeting(s):** Field visit with Corps, FEMA, USFWS, and CDFW at project site, if requested

### ***Task 4: Conduct Cultural Resources Investigation***

Stantec will conduct a cultural resources investigation for the project that complies with CEQA and Section 106 of the National Historic Preservation Act. The investigation will include the following elements:

- *Pre-Field Records Search and Research.* In order to determine presence/absence of cultural resources; presence and extent of previous investigations; and to compile historical information relevant to the proposed project, Stantec will conduct a records search of existing background and supporting materials from the California Historical Resources Information System at the Northeast Information Center at Chico State University and other historical primary source venues (e.g., archives, libraries, historical societies), as appropriate.



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Beskeen Lane Storm Damage Repair Project – Environmental Services Support  
August 29, 2019

- *Native American Outreach.* Stantec will contact the Native American Heritage Commission (NAHC) and request a search of the NAHC Sacred Lands File and a list of local Native American representatives. The purposes of the outreach will be to determine if any Native American groups or individuals have any interest in or concerns with the proposed project. Stantec will contact each individual or tribal group on the NAHC list by letter and two follow-up phone calls, if necessary.
- *Pedestrian Survey.* Stantec will complete an intensive pedestrian survey of the project's Area of Potential Effects (APE), defined by Stantec's senior archaeologist in coordination with the County, to identify any cultural resources. The survey will be conducted by walking transects spaced no greater than 5 meters apart over the entire project APE. The pedestrian survey will identify:
  - the presence/absence of cultural resources visible on the surface;
  - the present condition of the local environment;
  - environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water); and
  - environmental factors that may have limited the survival or visibility of archeological remains (e.g., erosion, modern disturbance).

A maximum of three existing sites or newly identified sites (e.g., historic buildings, linear features, lithic scatters) identified within the project APE will be updated and/or recorded in a manner consistent with the Secretary of the Interior's *Standard and Guidelines for Identification of Cultural Resources* (48 CFR 44720-23). If necessary, California Department of Parks and Recreation Series 523 forms will be prepared, along with appropriate supporting forms (e.g., archeological site record, linear feature records, site sketch map, location map).

- *Cultural Resources Investigation Report.* Upon completion of the cultural resources investigation, we will complete a Cultural Resources Investigation Report documenting the findings of the research and pedestrian survey for the project. The report will include information and follow the format described in the *Archeological Resource Management Reports: Recommended Contents and Format* (California Office of Historic Preservation 1979) and complies with the Corps *Guidelines for Compliance with Sections 106 of the National Historic Preservation Act* (March 24, 2014). This report will include succinct overviews of the project's regulatory, environmental, and cultural contexts; discuss Native American community outreach and consultation efforts; describe any cultural resources documented in the APE; and provide a National Register of Historic Places (NRHP) eligibility recommendation for each recorded site or feature. (*Note: The current proposal does not include any investigations to provide formal determinations of NRHP eligibility for any cultural resources in the project APE.*) Because of the confidential nature of cultural resources information, the report will be provided as a stand-alone report to be submitted to the County and will not be distributed to the public.

**Deliverables:** Electronic copy (Word.doc, PDF) of the draft and revised cultural resources report; up to three (3) hard copies and an electronic copy (PDF) of the cultural resources report.

**Meeting(s):** Not Applicable.

### **Task 5: Prepare Regulatory Permit Applications (Optional)**

If requested by the County, Stantec will prepare permitting packages for the County's signature and submittal. Based on existing information for the proposed project, Stantec anticipates the following permits will be required:



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Beskeen Lane Storm Damage Repair Project – Environmental Services Support  
August 29, 2019

### Section 404 Permit (U.S. Army Corps of Engineers)

Based on the nature of the proposed project and anticipated effects on waters of the United States, the project will likely qualify for coverage under Nationwide Permit #14 for Linear Transportation Projects. Preparation of an Individual Permit application or Letter of Permission is excluded from this scope of work. To obtain coverage under the Nationwide Permit, Stantec will prepare a pre-construction notification (PCN) and provide details on the anticipated project impacts (i.e., placement of fill) on waters of the United States, including wetlands. The County will be responsible for providing Stantec with the project detail necessary to complete the PCN (e.g., area, type, and volume of fill material). If compensatory mitigation is required for project impacts, we assume a detailed mitigation plan will not be required and that the County can achieve mitigation via payment through the Corps-approved in lieu fee program. Stantec will provide an electronic version of the PCN to the County for review and will address any comments. Once finalized, the County will submit the PCN to the Corps and will be responsible for subsequent coordination.

### Section 401 Water Quality Certification (Central Valley Regional Water Quality Control Board)

In compliance with Section 401 of the Clean Water Act, Stantec will prepare an application for water quality certification from the Central Valley Regional Water Quality Control Board (RWQCB). A copy of the PCN may be attached to the application. The County will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., Appendix C storm water calculator, area, type, and volume of fill material), if applicable. The County will be responsible for submitting the application to the RWQCB and payment of the application fee (made payable to the State Water Resources Control Board).

### Section 1602 Streambed Alteration Agreement (California Department of Fish and Wildlife)

In compliance with Section 1602 of the California Fish and Game Code, Stantec will prepare a Notification of Streambed Alteration on behalf of the County for submittal to the CDFW. The County will be responsible for submitting the notification to the CDFW and payment of the notification fee. The County will be responsible for providing Stantec with the project detail necessary to complete the notification (e.g., area, type, and volume of fill material; area of vegetation removal).

**Deliverables:** Electronic copy (Word.doc, PDF) of the draft versions for each permit application identified above; Electronic copy (PDF) of the final versions of each permit application identified above.

**Meeting(s):** Not Applicable.





**PLUMAS COUNTY PUBLIC WORKS DEPARTMENT**

Beskeen Lane Storm Damage Repair Project – Environmental Services Support  
August 29, 2019

**EXHIBIT B  
Fee Schedule**

The estimated cost for the Scope of Work, as outlined in Exhibit A, shall be completed on a time-and-materials basis, and shall not exceed Sixty-Four Thousand Three Hundred and Four dollars (\$64,304.00). A line item cost breakdown showing labor hours, hourly rates, and expenses is provided in the attached cost spreadsheet. Cost by task is summarized below:

<b>Base Tasks</b>	<b>Cost</b>
Task 1: Prepare Biological Resources Assessment Report	\$9,385.00
Task 2: Conduct Wetland Delineation	\$8,120.00
Task 3: Habitat Assessment for Sierra Nevada Yellow-legged Frog and Biological Assessment	\$21,555.00
Task 4: Conduct Cultural Resources Investigation	\$13,145.00
<b>Optional Task</b>	
Task 5: Prepare Regulatory Permit Applications (Optional)	\$12,099.00



**PLUMAS COUNTY PUBLIC WORKS DEPARTMENT**

Beskeen Lane Storm Damage Repair Project – Environmental Services Support  
August 29, 2019

**EXHIBIT C  
Project Schedule**

Stantec will initiate work on the tasks identified in this scope of work following notice-to-proceed and receipt of a stable project description. Field work will be dependent on weather and site conditions. We assume approximately two weeks to respond to County comments. Provided below is a tentative completion schedule to complete the initial draft documents.

<b>Tasks</b>	<b>Duration to Complete Draft</b>
Task 1: Prepare Biological Resources Assessment	10 weeks
Task 2: Conduct Wetland Delineation	8 weeks
Task 3: Habitat Assessment for Sierra Nevada Yellow-legged Frog and Biological Assessment	22 weeks (including 12 weeks for Section 7 ESA consultation)
Task 4: Conduct Cultural Resources Investigation	12 weeks
<b>Optional Task</b>	
Task 5: Prepare Regulatory Permit Applications (Optional)	4 weeks following completion of CEQA and Tasks 1–3



1B2

## 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 November 12, 2019 meeting of the Plumas County Board of Supervisors

November 4, 2019

To: The Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: To Amend Resolution No. 19-8432, "Approving the Applicant to Apply for Grant Funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds," previously adopted on October 1, 2019

### BACKGROUND

On October 1, 2019, the Board of Supervisors adopted Resolution No. 19-8432, pertaining to an application for grant funding of an OHV-related project, "Maintenance of Plumas County Multi-Use Network," in the amount of \$247,544.

A copy of Resolution No. 19-8432, dated October 1, 2019, is attached.

Following adoption of Resolution 19-8432, the Department realized that the State had recently revised their template resolution due to recent revisions to the State template resolution.

The purpose of this Agenda Request is to enable the Board of Supervisors to consider minor, administrative revisions to the Resolution previously adopted by the Board of Supervisors on October 1, 2019. The following documents are attached:

- Resolution No. 19-8432, adopted on October 1, 2019,
- Proposed, amended Resolution, depicted the text to be amended, and
- Proposed, "Resolution No. 19-8432 – Amended", in revised format.

### RECOMMENDATION

The Director of Public Works respectfully recommends that the Board of Supervisors adopt the attached, Proposed, "Resolution No. 19-8432 – Amended", in revised format.

Attachments

RESOLUTION NO. 19- 8432

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

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

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

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

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

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

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

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

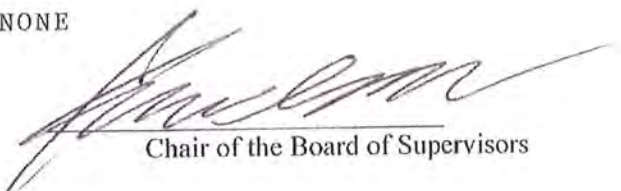
**AYES:** SUPERVISORS: SIMPSON, THRALL, ENGEL, GOSS

**NOES:** SUPERVISORS: NONE

**ABSTAIN/ABSENT:** SUPERVISORS: NONE

**ATTEST:**

  
Clerk of the Board of Supervisors

  
Chair of the Board of Supervisors



**RESOLUTION NO. 19-8432 - AMENDED**

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

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

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

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

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

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

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

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the ~~1st day of October, 2019~~ 12th day of November 2019, by the following vote:

**AYES:**                      SUPERVISORS:

**NOES:**                      SUPERVISORS:

**ABSTAIN/ABSENT:**                      SUPERVISORS:

\_\_\_\_\_  
Chair of the Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

**RESOLUTION NO. 19-8432 - AMENDED**

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

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

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

**WHEREAS**, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant finding from the Off-Highway Motor Vehicle Grant funds; and

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

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

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

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 12th day of November 2019, by the following vote:

**AYES:** SUPERVISORS:

**NOES:** SUPERVISORS:

**ABSTAIN/ABSENT:** SUPERVISORS:

\_\_\_\_\_  
Chair of the Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

## Lassen Utility Corridor (LUC): Benefits to Lassen County



### Economic Development

#### Direct Investment >\$1B

Construction of a +200 MW solar farm, energy storage, underground utility corridor, atmospheric water generation farm & data center; land lease payments for +35 years; >1,000 new jobs during construction & 100 post-construction; building permit fees, etc.

#### Indirect Impact > \$200M

Increased property taxes & assessment values; increased revenues for hotels & AirBNB house rentals, gas stations, restaurants, grocery & hardware stores, local contractors (electrical, mechanical, civil engineering firms); improved roads; export of commodities (water, power) & fewer imports to the county of the same; high-speed internet; etc.

#### Induced Impacts

Increased personal income as a result of the direct & indirect benefits stimulates the local economy



### Resiliency

This county will be connected to another "Grid" & this one will be 100% underground, which means it won't cause fires & power doesn't have to be preemptively shut off to prevent fires



### Self-sufficiency

Locally-produced power with battery backup means county residents & businesses can keep the lights on during grid outages



### Lower Inflation

Solar is fixed price for +20 years



### Lower Electric Bills

Solar is cheaper than natural gas, coal, or nuclear power (~3-4 cents/kWh wholesale)



### Stable Energy Prices

Solar plant fuel=sunlight, no fuel cost & therefore zero fuel price volatility

2



Location of anchor tenant

## Lassen Infrastructure Park

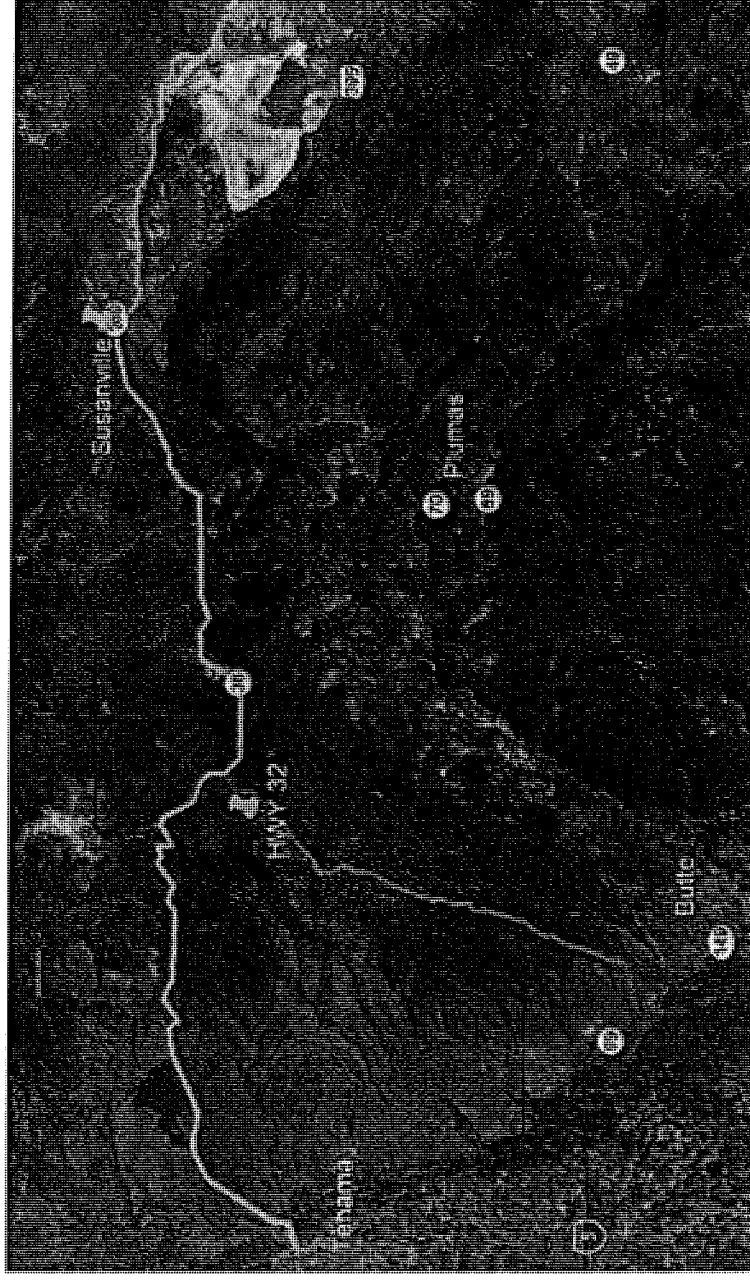
200+ MW solar farm, energy storage, underground utility corridor, atmospheric water generation farm & data centers is directly north of the Sierra Depot in Wendel, California.

LUC can support up to 5 GW of total power. The development of LUC will bring other energy producers to Lassen.



## LUC's Proposed Route

One proposed route for LUC is along Lassen County roads, later joining HWY 32 or HWY 36, before turning south, toward the San Francisco Bay area.



## A Track Record of Success

### A 20 Year History

Troy Helming, Arcby's Co-Founder & Chief Development Officer, has a 20-year history developing & building solar, wind and bio-energy projects.

Troy is the former **CEO & Founder** (in 1998) of **Tradewind Energy** (5 GW, \$6B+ projects installed), and the former CEO & Founder of **Pristine Sun** (350 solar projects installed, with a 10 GW project development pipeline at its peak before sale of most projects in 2017 to New Island Capital, Sky Solar and Renesola acquisitions).

Troy arranged more than **\$1.3B of project finance capital** for these two companies while at the helm.

### An Industry & Thought Leader

**Pristine Sun** was founded in 2009 by clean energy industry pioneer Troy Helming (aka @SolarNinjaTroy with **60k+ followers** across YouTube, Instagram, LinkedIn, Twitter & Facebook), who first started working on solar in 1980. Pristine Sun **developed and built solar projects in 30 counties** in California, including Shasta, Butte, Sutter, Tehama, and Yuba, and Mr. Helming served on the solar ordinance working group for both Butte and King Counties to draft, win consensus, win formal approval via county voting procedures, and write — and then re-write another version a few years later — the county's Solar Ordinance. In 2005, Mr. Helming's book ***The Clean Power Revolution*** was published, which still serves today as a leading guide for clean energy project development and a blueprint (or greenprint) to convert the USA to cleaner, cheaper energy and **stimulate the economy by over \$1 trillion per year.**

### \$100M of Assets

In 2011, Pristine Sun received \$10 Million from Capital Dynamics. Under Troy's leadership, the company spent the money wisely, achieving **\$100 million of assets on its balance sheet** by 2014 and made its first profit (of many) in 2013 by developing & building dozens of community utility-scale projects and a proprietary cloud-based 600-step project management software platform.



*Pristine Sun Corp*

5A

ORDINANCE NO. 2019-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
IMPLEMENTING PROCEDURES TO ESTABLISH STANDARDS FOR PERSONAL CULTIVATION OF CANNABIS  
BY AMENDING CERTAIN SECTIONS OF 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. Amendment.

Sections 9-2.267.2 "Personal cultivation of cannabis", 9-2.267.5 and 9-2.285 "School" of Article 2 of Chapter 2 of Title 9 of Chapter 2 of Title 9 of the Plumas County Code are hereby amended and adopted as set forth in Exhibit "A".

Section 2. Codification.

Section 1 of this ordinance shall be codified.

Section 3. Publication.

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

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

the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and passed and adopted on the \_\_\_\_\_

day of \_\_\_\_\_, 2019 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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

ATTEST:

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

## **Exhibit "A"**

### **Sec. 9-2.267.2. Personal cultivation of cannabis.**

"Personal cultivation of cannabis" shall mean the personal cultivation of not more than six living cannabis plants by a person within that person's private residence, or upon the grounds of that private residence, which are located in a locked space, and are not visible by normal unaided vision from a public place. Not more than six living cannabis plants may be planted, cultivated, harvested, dried, or processed within a single private residence or upon the grounds of that private residence, at one time (Ordinance 2019-1119)

(a) Personal cultivation sites in zones that allow private residences shall be fully enclosed by a minimum six (6') foot high fence with a lockable gate. Any fence enclosing the personal cultivation site that is greater than six seven (6') (7') feet in height shall be constructed to meet the requirements of Section 9-2.407. The enclosure shall be constructed of a material and strength that reasonably prevents access by trespassers and with adequate screening to prevent the cannabis plants from being viewed.

Fencing of the property will not be required if an enclosed, lockable greenhouse is used as the cultivation site. The greenhouse shall be constructed of a material and strength that reasonably prevents access by trespassers and with adequate screening to prevent the cannabis plants from being viewed.

(b) All building code requirements for any new construction or modifications of existing structures must be met.

(c) Outdoor cultivation sites shall be located at least ten (10') feet from any side or rear property line.

(d) Secured accessory structures or greenhouses must follow all building code requirements and shall be located at least five (5') feet from side and rear property lines.

(e) Access to the cultivation site shall be controlled to reasonably prevent access by trespassers.

(f) In no instance shall any cannabis plants grown outdoors exceed the height of the fence enclosing the personal cultivation site.

### **~~Sec. 9-2.285. School.~~**

~~"School" shall mean a place for teaching and learning.~~

### **Sec. 9-2.285. School.**

"School" shall mean any public or private school providing instruction in kindergarten or grades 1 to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

5B



## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Tim Evans, Associate Planner

**MEETING DATE:** November 12, 2019

**SUBJECT:** **Public Hearing Item: Proposed Ordinance Amending Title 9 (Planning and Zoning) by Adding Article 43, "Backyard Chickens," to Chapter 2 of Title 9 of Plumas County Code.**

A public hearing notice was published in all four newspapers of general circulation in the County on October 30, 2019.

A summary notice of the proposed ordinance was published in all four newspapers of general circulation in the County on October 30, 2019.

---

### **ACTIONS FOR CONSIDERATION:**

Staff recommends that the Board of Supervisors take the following actions:

- I. **Hold the public hearing on the proposed ordinance.**
- II. **Waive the first reading of the ordinance.**

### **BACKGROUND:**

Under current Plumas County Zoning Code, the keeping of chickens within the 2-R, 3-R, and 7-R Single-Family Residential zones is not permitted. The residential zones that allow the keeping of chickens as a permitted use are: S-1 (Suburban), S-3 (Secondary Suburban), R-10 (Rural), R-20 (Rural), and the residential zones combined with the F (Farm Animal) Combining Zone. The permitted use within each of those zones that allow the keeping of chickens is "small animal husbandry." Small animal husbandry is defined as:

*"Animal husbandry, small animals" shall mean the care and raising of hoofless livestock for the personal use of residents of the property and 4-H market projects.*

Plumas County Zoning Code is a Euclidean zoning code; therefore, if the use is not specified in the zoning code, the use is not permitted. The proposed ordinance will add the use of “backyard chickens” to the 2-R, 3-R, and 7-R Single-Family Residential zoning as a permitted use, with limitations on the total number of chickens permitted per parcel, as well as other standards for the keeping of backyard chickens.

On March 21, 2019, during the regularly scheduled Planning Commission meeting, Planning staff was given direction by the Planning Commission to draft an ordinance for backyard chickens in the Single-Family Residential zones (2-R, 3-R, and 7-R). On April 4, 2019, a workshop was held during the regularly scheduled Planning Commission meeting to discuss the proposed ordinance.

A properly noticed public hearing was held on May 2, 2018, by the Planning Commission for the proposed Backyard Chickens Ordinance. During the public hearing, comment was provided from various members of the public suggesting changes to the proposed ordinance. Upon consideration by the Planning Commission of the comments, the decision was made by the Commissioners to incorporate some of the suggested public comments and continue the public hearing to May 16, 2019.

On May 16, 2019, during the continued public hearing, comment was received and considered by the Planning Commission. No changes were made by the Commissioners to the proposed ordinance.

At the continued May 16, 2019, public hearing, the Planning Commission adopted Resolution 2019-4 making recommendations to the Board of Supervisors that the ordinance is exempt from CEQA and to adopt the ordinance.

#### **DISCUSSION/ANALYSIS:**

The proposed ordinance will add Article 43, “Backyard Chickens,” to Chapter 2 of Title 9 of the Plumas County Code. The ordinance will implement a set of standards for the keeping of chickens in the Single-Family Residential zones (2-R, 3-R, 7-R).

Each section of the ordinance is discussed in further detail below:

- Sec. 9-2.4301. Purpose: The purpose of the ordinance is to define standards that regulate the keeping of chickens on single-family parcels.
- Sec. 9-2.4302. Applicability: This section defines that the ordinance applies to the 2-R, 3-R, and 7-R Single-Family Residential zones.



- Sec. 9-2.4303. Definitions: Five definitions are set forth in this section. The definitions are “Backyard chickens” or “chickens,” “Chicken coop” or “coop,” “Chicken run” or “run,” “Rooster,” and “Single-Family Residential.”
- Sec. 9-2.4304. Maximum Allowable Backyard Chickens: This section sets forth the maximum number of chickens allowed a parcel. For any legal parcel, the maximum number of chickens is six (6). If the parcel is twice or more the minimum lot area of the zoning, a maximum of twelve (12) chickens are permitted.
- Sec. 9-2.4305. Standards for the Keeping of Backyard Chickens: This section contains two subsections, the General Requirements and Design Requirements sections. The General Requirements section contains eight requirements, ranging from chickens only being allowed on properties containing a single-family dwelling with a fenced rear yard to the requirements for the removal and disposal of animal waste. The Design Requirements section establishes requirements for the design of the chicken coop to the run, as well as the setbacks required for the coop and run.
- Sec. 9-2.4306. Prohibited Uses: This section sets forth the prohibited uses within the Single-Family Residential zones. The prohibited uses are no commercial sales of chicken eggs, no slaughtering processes, and no roosters.

**General Plan Consistency:**

The proposed ordinance, as written, is consistent with the Plumas County 2035 General Plan and helps satisfy three goals, three policies, and one implementation measure of the Public Health and Safety Element and Agriculture and Forestry Element.

The proposed ordinance helps implement **Goal 6.8 Healthy Communities** which states, “To support the community values for healthy lifestyles and access to health care facilities among residents of Plumas County through the built environment and land-use decisions that play an important role in shaping the pattern of community development and in promoting good health and food security for visitors and County residents.”



Under Goal 6.8, the proposed ordinance satisfies the following Public Health and Safety Element policies and implementation measure:

**PHS**

**6.8.3 Support for Local, Organic and Grass-Fed Agriculture**

The County shall encourage and protect a variety of local ecologically sound agricultural practices as a way to increase on-farm income, diversify Plumas County agricultural production, and provide a healthy, secure food source for local supply that complies with accepted public health and safety standards.

**Implementation Measure 14.** Encourage Countywide food security by allowing limited backyard small animal husbandry, including chickens, rabbits and miniature livestock, for home-scale food production based on appropriate zoning.

**PHS**

**6.8.5 Community Food Security**

Encourage countywide nutrition self-reliance and resiliency. Direct the development of policy that creates robust and just food systems in the County.

The proposed ordinance also satisfies and implements Goal 8.4 Sustainable Food Systems which states, "Promote sustainable food systems within the County." Under Goal 8.4, the proposed ordinance satisfies the following Agriculture and Forestry Element policy:

**AG/FOR**

**8.4.1 Healthy Local Food Supply**

Encourage and protect local, organic, grass-fed and/or ecologically sound agricultural practices to increase on-farm income and provide for a healthy local supply of food.

**CEQA COMPLIANCE AND DETERMINATION:**

The purpose of the proposed ordinance is to amend Title 9 by adopting and implementing requirements to allow backyard chickens in the 2-R, 3-R, and 7-R Single-Family Residential zones, which will serve to protect natural resources and public health and safety. Therefore, the project 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.

**ACTIONS FOR CONSIDERATION:**

Staff recommends that the Board of Supervisors take the following actions:

- I.      **Hold the public hearing on the proposed ordinance.**
- II.     **Waive the first reading of the ordinance.**

**ATTACHMENTS:**

- 1. Planning Commission Resolution 2019-4 making recommendations to the Board of Supervisors
- 2. Proposed Backyard Chickens Ordinance

**ATTACHMENT 1: Planning Commission Resolution 2019-4 Making  
Recommendations to the Board of Supervisors**

RESOLUTION NUMBER P.C. 2019-4

**RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT THE BACKYARD CHICKENS ORDINANCE BE ADOPTED AMENDING TITLE 9 OF THE PLUMAS COUNTY CODE AND THE BOARD OF SUPERVISORS FIND THE ORDINANCE ADOPTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SECTION 15061(b)(3)**

**WHEREAS**, the Planning Commission held a workshop on April 4, 2019, to discuss the Backyard Chickens Ordinance; and

**WHEREAS**, the Planning Commission has held a properly noticed public hearing on May 2, 2019, for the proposed ordinance and received testimony from all interested parties; and


**WHEREAS**, the adoption of the ordinance will serve to protect natural resources and public health and safety through the implementation of General Plan Policy PHS 6.8.3 Promotion of Healthy Communities, PHS 6.8.5 Community Food Security, and AG/FOR 8.4.1 Healthy Local Food Supply.

**NOW, THEREFORE, BE IT RESOLVED**, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors find that the Backyard Chickens Ordinance adoption is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment because the ordinance adoption will protect natural resources and public health and safety, and adopt the ordinance amending Title 9 of the Plumas County Code as shown in Exhibit "A" attached.

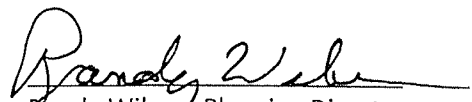
The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 16<sup>th</sup> day of May, 2019, by the following roll call vote:

AYES:	Commissioners: Hoffman Stout, Greening, Williams, Olofson
NOES:	Commissioners:
ABSENT	Commissioners: Abbott

Said resolution to be effective as of the 16<sup>th</sup> day of May, 2019.

  
John Olofson  
Vice-Chair, Plumas County Planning Commission

ATTEST:

  
Randy Wilson, Planning Director

## **ATTACHMENT 2: Proposed Backyard Chickens Ordinance**

ORDINANCE NO. 2019-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING  
CHAPTER 2 OF TITLE 9 (PLANNING AND ZONING) OF THE PLUMAS COUNTY CODE BY  
ADOPTING ARTICLE 43 "BACKYARD CHICKENS" AND AMENDING A CERTAIN  
SECTION OF CHAPTER 2 OF TITLE 9 OF THE PLUMAS COUNTY CODE

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

**SECTION 1.**

Article 43, "Backyard Chickens"; Section 9-2.1302 of Article 13 of Chapter 2 (Single-Family Residential Zones) of Title 9 of the Plumas County Code are adopted and amended as set forth in Exhibit "A".

**SECTION 2.**

This ordinance shall become effective 30 days from the date of final passage.

**SECTION 3. Codification**

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*, *Indian Valley Record*, *Chester Progressive*, and *Portola Reporter*, newspapers of general circulation in the County of Plumas.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the \_\_\_\_ day of \_\_\_\_\_, 2019, and passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote:

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

---

Chair, Board of Supervisors

ATTEST:

---

Clerk of said Board of Supervisors

## **Exhibit “A”**

### **Sec. 9-2.4301. Purpose**

The purpose of this article is to define standards that regulate the keeping of chickens on single-family residential parcels while protecting the health, safety, and welfare of the community.

### **Sec. 9-2.4302. Applicability**

This article applies to all Single-Family Residential Zones (2-R, 3-R, 7-R) within the unincorporated area of Plumas County.

### **Sec. 9-2.4303. Definitions**

- (a) “Backyard chickens” or “chicken” shall mean *Gallus gallus domesticus* and does not include other fowl, such as, but not limited to peacocks, turkeys, or water fowl.
- (b) “Chicken coop” or “coop” shall mean an enclosed structure for housing chickens that provides shelter from the elements.
- (c) “Chicken run” or “run” shall mean an enclosed outside yard for keeping chickens.
- (d) “Rooster” shall mean a male chicken.
- (e) “Single-Family Residential” shall mean the following residential zones: 2-R, 3-R, and 7-R.

### **Sec. 9-2.4304. Maximum Allowable Backyard Chickens**

- (a) In the Single-Family Residential Zones, a maximum of six (6) chickens shall be permitted per legal parcel.
- (b) The maximum chickens allowed on any parcel in the Single-Family Residential Zone may be increased to twelve (12) on parcels twice or more the minimum lot area of the zoning.

### **Sec. 9-2.4305. Standards for the Keeping of Backyard Chickens**

#### **(a) General Requirements**

- (1) The raising of backyard chickens shall only be allowed on properties containing a single-family dwelling with a fenced rear yard area.
- (2) Chickens shall be provided with a covered roosting area (chicken coop) and an enclosed area in which chickens are allowed to walk and run (a chicken run).
- (3) Chickens shall be contained within the coop, run, or contained within the property boundary at all times.
- (4) The chicken coop and chicken run shall be designed and maintained to be well-drained on the property. There shall be no standing water.
- (5) The chicken coop shall be predator-resistant from the sides, top, and bottom, and the chicken run shall be predator-resistant from the sides and top.
- (6) All grains or other loose feed must be stored in containers with tightly fitting lids to prevent the entrance of vermin.
- (7) Animal waste must be removed and disposed of as set forth below:
  - (i) No person who owns or controls land shall allow any animal waste, including manure, urine, and defecations, to accumulate on the land and cause a public or private nuisance or a danger to public health, such as

fly-breeding conditions and offensive odors. Property owner(s) shall be subject to the requirements of Plumas County Code Sec. 6-10.117 Animal Waste.

- (8) Electrical power supplied to a chicken coop shall be installed under an appropriate building permit.

**(b) Design Requirements**

- (1) All chickens shall be housed in a coop that is designed to:
  - (i) Be predator-resistant;
  - (ii) Be watertight;
  - (iii) Be thoroughly ventilated;
  - (iv) Be easily accessed and cleaned;
  - (v) Contain one (1) nesting box with no less than one (1 ft<sup>3</sup>) cubic foot for every four (4) chickens;
  - (vi) Contain a coop area of no less than two (2 ft<sup>2</sup>) square feet per chicken, excluding nesting boxes; and
  - (vii) Contain the chicken roost(s), feeder(s), and water.
- (2) The chicken run shall be attached to the chicken coop allowing the chickens direct access to and from the chicken coop and be:
  - (i) Predator-resistant;
  - (ii) Thoroughly ventilated;
  - (iii) Easily accessed and cleaned;
  - (iv) Fenced with materials to sufficiently contain the chickens;
  - (v) Constructed with an area of no less than five (5 ft<sup>2</sup>) square feet per chicken; and
  - (vi) Contain the feeder(s) and water.
- (3) Yards.
  - (i) Front yards: The chicken coop and run shall be located on the rear of the property and behind the residence. For parcels that have a frontage on two (2) sides, the coop and run shall be located on the rear portion of the property that is opposite the side providing street access, with the remaining front having a minimum front yard setback of twenty-five (25') feet from the property line.
  - (ii) Side and rear yards: The coop and run must be located at least twenty (20') feet from the nearest adjoining residence or ten (10') feet from any property line, whichever is greater.
- (4) Height. The chicken coop and run shall not exceed seven (7') feet in height.

**Sec. 9-2.4306. Prohibited Uses**

The following uses shall be prohibited within the Single-Family Residential zoning:

- (a) Commercial sales of chicken eggs.
- (b) Slaughtering processes.
- (c) Roosters.



Sec. 9-2.1302. - Uses (2-R, 3-R, 7-R).

- (a) The following uses shall be permitted in the Single-Family Residential Zones (2-R, 3-R, 7-R):
  - (1) One dwelling unit; one guest house; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area; and
  - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home businesses and bed and breakfast inns.
  - (3) Backyard chickens as set forth in Article 43, Backyard Chickens, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
  - (1) Alcohol and drug recovery facilities, child day care facilities, community care facilities, 4-H and FFA animal projects, home businesses, parks, places of assembly, public utility facilities, public service facilities, and schools.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
  - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 9, Ord. 86-623, eff. February 6, 1986, § 4, Ord. 89-716, effective October 5, 1989, § 1, Ord. 92-787, eff. July 16, 1992, § 2, Ord. 93-817, eff. November 11, 1993, § 6, Ord. 99-924, eff. November 11, 1999; § 1, Ord. 2005-1022, adopted February 1, 2005; and § 2, Ord. No. 2007-1061, adopted November 6, 2007)