

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF JANUARY 15, 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) BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign First Amendment to agreement between County of Plumas and Gary Ernst increasing the compensation to not exceed \$25,000 for preparation of state and county mandated cost reports; approved as to form by County Counsel **View Item**
- 2) Approve and authorize the Chair to sign multi-year equipment lease, not to exceed \$44,607, between County of Plumas and Tamco Capital Corporation for County Wellness Centers telephone system through April 2022; approved as to form by County Counsel **View Item**

#### **B) FACILITY SERVICES**

Approve request to waive use fees for Quincy High School Prom to be held on May 18, 2019, Plumas County Courthouse **View Item**

#### **C) ELECTIONS**

Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder-Registrar of Voters to Conduct All Federal, State and Local Elections in the Year 2019 **View Item**

#### **D) PROBATION**

Approve and authorize the Chair to sign contract, not to exceed \$10,000, between County of Plumas and Dr. Alfredo M. Amezcaga, Jr. for juvenile psychological evaluations; approved as to form by County Counsel **View Item**

**E) SHERIFF**

- 1) Approve and authorize the Chair to sign contract, not to exceed \$25,000, between County of Plumas and Mark E. Bennett, dba Bennett Enterprises for repairs to Sheriff's vehicles; approved as to form by County Counsel **View Item**
- 2) Approve and authorize the Chair to sign contract, not to exceed \$20,000, between County of Plumas and Kassbohrer All Terrain Vehicles for service of Sheriff's snowcat; approved as to form by County Counsel **View Item**

**F) PLANNING**

Approve refund of \$50.50 to Timothy and Laurie Berry for portion of fee for Owner Initiated Merger due to withdrawal of application **View Item**

**G) PUBLIC WORKS**

Authorize the purchase of surveying equipment, not to exceed \$19,503, included in the FY 2018-2019 budget **View Item**

**Convene as the Plumas County Board of Equalization**

**2. BOARD OF EQUALIZATION**

Sitting as the Plumas County Board of Equalization, set hearing dates for Assessment Appeals

**Adjourn as the Plumas County Board of Equalization and convene as the Walker Ranch Community Services District Governing Board**

**SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

The Board of Supervisors sits as the Governing Board for various special districts and county service areas in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District; County Service Area #12.

**3. WALKER RANCH COMMUNITY SERVICES DISTRICT – Robert Perreault**

Adopt **RESOLUTION** to Discharge from Accountability Certain Accounts with Outstanding Fees Originating from March 1, 2009. **Roll call vote** **View Item**

**Adjourn as the Walker Ranch Community Services District Governing Board and reconvene as the Board of Supervisors**

#### **4. DEPARTMENTAL MATTERS**

- A) **FACILITY SERVICES & AIRPORTS** – Kevin Correia  
Report and update on the Bio-Mass Boiler project for the Plumas County Health & Human Services building **View Item**
- B) **PUBLIC HEALTH AGENCY** – Andrew Woodruff  
Authorize the Public Health Director to hire above the “B” step for the position of Registered Nurse I/II; discussion and possible action **View Item**

#### **5. 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**

- 6. **PLANNING** – Randy Wilson  
**PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** amending Title 9 (Planning & Zoning) by adding Article 41, “Telecommunications” and Article 6.5 “Zoning Clearance Certificate” to Chapter 2 of Title 9 of the Plumas County Code by adopting the Telecommunications Ordinance and adoption of Negative Declaration No. 674. **Roll call vote View Item**

#### **7. CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment – County Administrator
- B. Personnel: Public employee performance evaluation – Director of Child Support Services
- C. Personnel: Public employee performance evaluation – Director of Building Services
- D. Personnel: Public employee appointment or employment – Registered Nurse I/II
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. 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, January 22, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES


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

Tony Hobson Ph.D., Director



DATE: January 2, 2019

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

### **Recommendation**

It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign First Amendment to agreement; Gary Ernst.

### **BACKGROUND AND DISCUSSION:**

This First Amendment to Agreement for services is with Gary Ernst, his services are required to complete Behavioral Health Services' state and county mandated cost reports, and revenue expenditure reports. This contract was first approved for the total amount of \$15,000.00 enough to fulfill the contract until his 2019 retirement. However, recent audits and requests from the Department of Health Care Services has warranted extra services from Gary Ernst exceeding the contract amount. This amendment has been approved to form by County Counsel, and the compensation limit now is \$25,000.00

**FINANCIAL IMPACT:** There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.



**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

270 County Hospital Road, #109 Quincy, CA 95971

PHONE (530) 283-6307 FAX (530) 283-6045



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**Tony Hobson, Ph.D., Director**

**Date:** January 3, 2019

**To:** Honorable Board of Supervisors

**From:** Tony Hobson, Behavioral Health Director 

**Agenda:** Consent Item for January 15, 2019 BOS Meeting

**Item Description:** Approve and authorize the Chair to sign a multiyear equipment lease agreement assumption, not to exceed \$44,607.00, between the County of Plumas and Tamco Capital Corporation for the County Wellness Centers phone system through April 2022.

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**Recommendation:** It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign an assumption of a multiyear equipment lease agreement between the County and Tamco Capital Corporation, not to exceed \$44,607.00, for Plumas County Behavioral Health's Wellness Centers phone system through April 2022.

**Background and Discussion:** Plumas County Behavioral Health staff provide clinical services, wellness activities, and resource support at County Wellness Centers in Portola, Greenville, and Chester. The centers' phone system was procured through a previous multi-year contract with PCIRC. This agreement will allow the County to assume the existing equipment lease agreement.

No General Fund monies will be used for this purpose; funding will be provided through Mental Health Services Act (MHSA) Community Services and Supports (CSS) monies. These costs are included in the MHSA FY18-19 budget. This agreement has been approved to form by County Counsel.

Thank you.

# Assignment and Assumption of Finance Contract

Financial Services | 800 Walnut, 4th floor | Des Moines, Iowa 50309

**Title of lease, rental or other agreement:** \_\_\_\_\_ Equipment Lease Agreement\_\_\_\_\_ (the "Agreement")

**Current Lessee/Renter/Customer:** \_\_\_\_\_ Plumas Crisis Intervention and Resource Center\_\_\_\_\_ ("Current Customer")

**New Lessee/Renter/Customer:** \_\_\_\_\_ County of Plumas\_\_\_\_\_ ("New Customer")

**Lessor/Lender/Owner:** \_\_\_\_\_ Tamco Capital Corp\_\_\_\_\_ ("Company")

This Assignment and Assumption of Finance Contract (this "Assumption Agreement") effective as of \_\_\_\_12/11/18\_\_\_\_ (the "Effective Date"), is made by and among Company, Current Customer and New Customer. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for New Customer: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

**INTRODUCTION:** Current Customer and Company are parties to the above-referenced Agreement (as amended or supplemented from time to time, the "Finance Contract"). Current Customer desires to assign and New Customer desires to assume Current Customer's rights and obligations under the Finance Contract, and Company is willing to consent to such assignment and assumption, in accordance with the terms and conditions of this Assumption Agreement. NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company, Current Customer and New Customer hereby agree as follows:

**1. TRANSFER OF RIGHTS AND OBLIGATIONS TO NEW CUSTOMER.** As of the Effective Date, Current Customer hereby (i) assigns and transfers to New Customer all of Current Customer's rights under the Finance Contract, including but not limited to the right to possess and use the personal property leased, rented or otherwise provided thereunder (the "Property"), and (ii) subject to Section 3 hereof, delegates and transfers to New Customer all of Current Customer's payment and other obligations under the Finance Contract, limited, however, to obligations arising as of and following the Effective Date. New Customer hereby accepts such assignment, delegation and transfer of the Finance Contract and agrees to assume, pay, perform and discharge all obligations thereunder in accordance with this Assumption Agreement. New Customer hereby acknowledges that it has received a copy of the Finance Contract, has reviewed the Finance Contract terms and conditions, and agrees to be bound by all Finance Contract terms and conditions for the full remaining term thereof (including any renewals and/or extensions thereof). Company hereby consents to the assignment and delegation contemplated herein, subject to all the terms and conditions of this Assumption Agreement. In connection with this Assumption Agreement, New Customer agrees to pay to Company a documentation/processing fee in the amount of \$250.00, which fee shall be due from New Customer irrespective of whether Company accepts this Assumption Agreement.

**2. ACCEPTANCE OF PROPERTY BY NEW CUSTOMER; NO COMPANY WARRANTIES.** New Customer hereby represents to Company that New Customer has inspected the Property, and acknowledges that the Property (i) is in good working order and condition, (ii) is satisfactory to and hereby accepted by New Customer, and (iii) includes all parts, accessories and manuals. **COMPANY IS LEASING, RENTING OR OTHERWISE PROVIDING THE PROPERTY TO NEW CUSTOMER "AS IS, WHERE IS". COMPANY HAS NOT MADE AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**3. NO RELEASE OF CURRENT CUSTOMER OR OTHER OBLIGORS.** This Assumption Agreement shall NOT have the effect of releasing or discharging Current Customer or any guarantor(s) or other obligor(s) (all such guarantors and obligors, if any, may be collectively referred to as "Other Obligors"), from its or their past or current obligations under or in connection with the Finance Contract. Current Customer agrees that it shall be liable to Company, jointly and severally with New Customer and any and all Other Obligors for all of lessee or customer obligations under the Finance Contract, whether arising before, on or after the Effective Date.

**4. MISCELLANEOUS.** This Assumption Agreement constitutes the entire agreement between the parties with respect to the assignment and assumption of the Finance Contract and supersedes any other oral or written agreements regarding such matters. This Assumption Agreement shall not be binding upon Company until accepted by Company. This Assumption Agreement shall be construed and governed by the laws of the state identified in the applicable terms and conditions of the Finance Contract. All judicial proceedings in relation to any matter arising under this Assumption Agreement shall be adjudged or determined in a court or courts in the state identified in the applicable terms and conditions of the Finance Contract. **CURRENT CUSTOMER, NEW CUSTOMER AND COMPANY WAIVER THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** This Assumption Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Current Customer and New Customer each acknowledge having received a copy of this Assumption Agreement and agree that a facsimile or other copy containing each party's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Assumption Agreement. Current Customer and New Customer waive notice of receipt of a copy of this Assumption Agreement with Company's original signature. Current Customer and New Customer each represent to Company that this Assumption Agreement is legally binding and enforceable against it in accordance with its terms.

<b>Current Customer (identified above):</b> Plumas Crisis Intervention and Resource Center		<b>Company (identified above):</b> Tampco Capital Corp	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name: Johanna Downey	Title: Executive Director	Print name:	Title:
<b>Agreement Number:</b> 603-0163170-000, 603-0163170-001, 603-0163170-002, 603-0163170-003			
<b>Master Agreement Number (if applicable):</b>			
<b>Tax Identification Number</b> 68-0062136			
<b>New Customer (identified above):</b> County of Plumas			
By:	Date: ____ / ____ / ____		
Print name: Jeff Engel	Title: Chair, Board of Supervisors		
<b>Tax Identification Number</b> 946000528			

Approved as to form:

  
Gretchen Smith  
Deputy Plumas County Counsel

# Non-Appropriation Addendum

Financial Services | 800 Walnut, 4th floor | Des Moines, Iowa 50309

**Title of lease, rental or other agreement:** Equipment Lease Agreement (the "Agreement")

**Lessee/Renter/Customer:** County of Plumas ("Customer")

**Lessor/Lender/Owner:** Tamco Capital Corporation ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

**1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

**2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

**3. INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

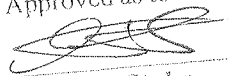
**4. REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

**5. GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

**6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

<b>Customer (identified above):</b> County of Plumas		<b>Company (identified above):</b> Tamco Capital Corporation	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name: Jeff Engel	Title: Chair, Board of Supervisors	Print name:	Title:
<b>Agreement Number:</b> 603-0163170-000/001/002/003			
<b>Master Agreement Number (if applicable):</b>			

Approved as to form:

  
Gretchen Stuhr  
Deputy Plumas County Counsel

12/28/18





## Shield Agreement

Agreement Number: 56547

THIS IS A NON-CANCELABLE, LEGALLY BINDING CONTRACT

Customer Name: Plumas Crisis Intervention and Resource Center		
Equipment Supplier: Frontier Communications	Customer's Chief Executive Office - Street Address: 591 Main Street Quincy, CA 95971	Customer's Federal Tax ID: 68-0062136  Customer's Telephone: (530) 283-5515

In this agreement, as it may be amended from time to time (the "Agreement"), the words "You" and "Your" mean the customer named above. "We," "Us" "Our" and "TAMCO" mean the lessor, TAMCO Capital Corporation. "Supplier" means the equipment supplier named above. **This Agreement and the other documents executed and/or delivered by Us in connection with this Agreement represent the final and only agreement between You and Us regarding the subject matter herein and supersede any other oral or written agreements between You and Us. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement between You and the Supplier) are not binding on Us.**

1. **RENTAL OF EQUIPMENT.** You agree to rent from Us the personal property listed below (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. You promise to pay to Us the Rental Payments shown below in accordance with the payment schedule set forth below, plus all other amounts stated herein. This Agreement is binding on You as of the date You sign it. After You sign, We may insert any information missing in the boxes herein and change the payment amount by up to 15% due to a change in the Equipment or its cost or a tax or payment miscalculation. If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Agreement. This Agreement and any obligation to fund is not binding on Us until signed by Us. We may refuse to sign for any reason in Our sole discretion, including without limitation changes in Your credit or condition, the value of the equipment, general economic conditions or Our policies and procedures. In the event that this Agreement does not commence for any reason, any Advance Payment or Security Deposit You have made is not refundable.

**Equipment Description: See Attached Schedule A**

Initial Term: <b>60 months</b>	Security Deposit (if any): <b>\$1,954.00</b>
Advance Payment (if any): <b>\$0.00</b> applied as <input type="checkbox"/> first payment <input type="checkbox"/> first and last payment <input type="checkbox"/> other: _____	
Rental Payment: <b>\$982.00</b> per <input checked="" type="checkbox"/> month <input type="checkbox"/> quarter <input type="checkbox"/> other: _____ Check here <input type="checkbox"/> if Rental Payment includes sales/use tax.	

2. **TERM; OPTIONAL RENEWAL TERM; AUTOMATIC RENEWAL; PURCHASE OPTION.** The original term of this Agreement, as set forth above (the "Original Term"), will begin on the "Acceptance Date" set forth below Our signature below, and is non-cancellable during the full Present Term. In addition to the Original Term, You may renew this Agreement for an additional thirty-six (36) month term (the "Optional Renewal Term"). The Rental Payment amount for the Optional Renewal Term will be 75% of the equipment portion of the Rental Payment amount then in effect. As used herein, "Present Term" means the term presently in effect at any time, whether it is the Original Term, an Optional Renewal Term or an Automatic Renewal Term (as defined below). Unless You notify Us in writing at least 60 days but not more than 120 days before the end of a Present Term (the "Notice Period") that You intend to either (i) renew the Agreement for the Optional Renewal Term, (ii) return the Equipment at the end of such Present Term or (iii) in the event We give you a purchase option letter for the equipment Your intent to exercise the purchase option to purchase all (and not less than all) the Equipment at the end of such Present Term, then: (a) this Agreement will automatically renew for an additional one-year period (each, an "Automatic Renewal Term") and (b) the Rental Payment amount and all other terms of this Agreement will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of a Present Term, then, promptly upon the expiration of such Present Term, You shall return the Equipment pursuant to Section 13 below. In the event that We give You a purchase option letter for the equipment covered by this Agreement or any schedule to this Agreement and you do notify Us in writing within the Notice Period that You intend to exercise the purchase option, then you shall pay Us the purchase amount (and all other amounts then owing hereunder, if any) within 10 days after the end of the Present Term. You shall not have the right to exercise the purchase option, if any, without first curing any and all defaults hereunder, if any. The fair market value shall be determined by Us in Our sole but commercially reasonable judgment. If this Agreement is renewed for an Optional Renewal Term or an Automatic Renewal Term, any Advance Payment shown above shall be applied to the last month of the applicable renewal term.

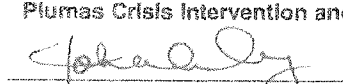

3. **RENTAL PAYMENTS.** Rental Payments, plus applicable taxes and other charges provided for herein, are payable periodically as stated herein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (as defined in Section 10) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of this Agreement. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$35.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$25.00.

4. **UNCONDITIONAL OBLIGATION.** THIS AGREEMENT IS NON-CANCELABLE DURING THE INITIAL TERM AND ANY RENEWAL TERM. You agree that: (a) You, not We, selected the Equipment and the Supplier, (b) We are a separate company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), the Vendors are NOT Our agents, and no statement, representation or warranty by any Vendor is binding on Us, (c) Your duty to perform Your obligations hereunder is absolute and unconditional despite any Equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition whatsoever, (d) if You are a party to any maintenance, service, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Agreement (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from fully performing Your obligations to Us hereunder, and (e) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or maintenance or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform under this Agreement.

5. **INDEMNIFICATION.** You shall indemnify and defend Us against, and hold Us harmless for, any and all claims (including but not limited to claims for personal injury and death), actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination or cancellation of this Agreement.

6. **NO WARRANTIES.** WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that the transaction documented in this Agreement is both a "lease" as defined in Sections 1-203 and 2A-103 of the Uniform Commercial Code ("UCC") and a "finance lease" as defined in Section 2A-103 of the UCC. To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that this Agreement is other than a "lease" as defined in the UCC, then You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract (if any) by which We acquire the Equipment. You may contact the Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable warranties, if any, made to Us by the Vendor(s) of the Equipment.

THE TERMS OF THIS MASTER AGREEMENT ARE CONTINUED ON THE REVERSE SIDE / NEXT PAGE. DO NOT SIGN THIS MASTER AGREEMENT BEFORE YOU READ AND UNDERSTAND IT. PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IF YOU HAVE QUESTIONS.

Customer: <b>Plumas Crisis Intervention and Resource Center</b>	Accepted by TAMCO Capital Corporation:
By: <b>X</b>  Date: <b>10/13/16</b>	By: 
Print name: <b>Johanna A. Downey</b> Corporate Title: <b>E.D.</b>	ACCEPTANCE Date: <b>4/5/17</b> (to be filled in by TAMCO)

7. **DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Acceptance Date. We will own and have title to the Equipment (excluding any software) during the Agreement. You agree that the Equipment is and shall remain personal property. Without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. **LOSS, DAMAGE, INSURANCE.** You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You shall provide Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof") within 30 days of the Acceptance Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Acceptance Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums, (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. **ASSIGNMENT. YOU SHALL NOT SELL, TRANSFER, ASSIGN OR OTHERWISE ENCUMBER** (collectively, "TRANSFER") THIS AGREEMENT, OR TRANSFER OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (including, without limitation, Our obligations under Section 16 below) (if any). However, any such Transfer will not relieve us of our obligations to You under this Agreement. You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

10. **TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns, and You agree not to file any personal property tax returns. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a processing fee of up to \$250.00 (or as otherwise agreed) to cover Our investigation, documentation and other administrative costs in originating this Agreement. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request during this Agreement. You agree that the fees set forth in this Agreement may include a profit.

11. **SAVINGS CLAUSE.** If any amount charged or collected under this Agreement is greater than the amount allowed by law, including, without limitation, any amount that exceeds applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder.

12. **DEFAULT.** You will be in default hereunder if (i) You fail to pay any amount due hereunder within 10 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant set forth herein or in any other agreement between You and Us, and/or (3) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer a material adverse change in Your or their financial condition and, as a result thereof, or for any other reason, We deem Ourselves insecure. If You default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Agreement, (B) require You to cease using the Equipment and return it pursuant to Section 13 below, (C) take possession of and/or render the Equipment (including any software) unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all Periodic Payments and other amounts then due and past due, (ii) all remaining Periodic Payments for the Present Term plus Our residual interest in the Equipment as indicated by Our records, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), (iii) interest at the rate of Time-Value Interest on the amounts specified in clauses "i" and "ii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of collection and enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus. If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under this Agreement shall not constitute a waiver thereof. If We are holding any money belonging to You at any time during this Agreement, You agree that We may retain and utilize the same to cure or otherwise cover any default by You hereunder.

13. **RETURN OF EQUIPMENT.** If You are required to return the Equipment under this Agreement, You shall, at Your expense, send the Equipment to any location(s) that We designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 7). If You are required to return the Equipment under Section 12, You shall do so promptly upon demand. If You are required to return the Equipment under Section 2, then (i) it must be received by Us in Good Condition within 15 days after the expiration of the Present Term, (ii) if it is not received in Good Condition or not received within 15 days of the date of demand, You agree to continue paying Rental Payments and all other amounts due hereunder until it is received and accepted (or put) by Us in Good Condition, and (iii) You agree to pay a handling and restocking fee of \$250.00 promptly upon demand.

14. **APPLICABLE LAW; VENUE; JURISDICTION.** This Agreement shall be governed by the laws of the State of Minnesota (including, without limitation, the law of such State relating to all charges and fees provided for herein), but without regard to such State's choice-of-law laws. All legal actions relating to this Agreement shall be venued (filed and adjudicated) exclusively in a state or federal court located in the State of Minnesota. You hereby agree not to object to such venue, and You consent to personal jurisdiction in such courts. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION. Each provision of this Agreement shall be interpreted, to the maximum extent possible, so as to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder of the Agreement.

15. **MISCELLANEOUS.** You shall furnish Us with current financial statements upon Our request. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your typed or copied signature shall be as enforceable as the original executed Agreement. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms, and You acknowledge that this representation was a material inducement to Us to pay the Vendor(s) and enter into this Agreement.

16. **SYSTEM REPLACEMENT GUARANTEE (SRG) and INSURANCE DEDUCTIBLE REIMBURSEMENT (IDR).** You may replace the Equipment under this Agreement at any time during a Present Term with no financial penalties or cancellation charges. We guarantee the rates provided to you for the system replacement will be the same rates offered to other customers with the same Equipment. In order to qualify, the system replacement must meet the following conditions: (i) A justification of the need for the new technology whereby you are replacing the Equipment because another platform is developed that scales larger than your current Equipment or delivers new feature/functionality and your current Equipment cannot meet those new requirements (ii) The SRG must be exercised through the originating Vendor (iii) You must enter into a new contract with Us for the new Equipment for a term equal to the Original Term of this Agreement and with a payment amount greater than or equal to the Rental Payment hereunder (iv) You apply for and receive credit approval from Us for the new contract (v) the new Equipment configuration must be approved by Us and (vi) You return the existing Equipment as provided in Section 13 above. The Insurance Deductible Reimbursement is applicable to events which are unforeseen and uncontrollable natural events specifically: a hurricane, earthquake, flood, lightning or tornado ("Act of God Event"). In such an event, provided You are not in default of the Agreement, We will reimburse You up to \$5000.00 for any direct out of pocket costs You incurred specifically to cover an insurance deductible for the Equipment associated with an "Act of God Event". Such reimbursement is applicable only one time during the Original Term of the Agreement.

Agreement #56547  
Customer's Initials:

*AD*

Agreement Schedule A



Shield Agreement #: 56547 (the "Agreement")

This Schedule A is part of the above referenced Agreement. The referenced Agreement is incorporated herein by reference. This Schedule A supersedes only the Equipment Description section contained in the Agreement.

Customer: Plumas Crisis Intervention and Resource Center

SYSTEM ITEMIZATION

Equipment Address: 591 Main Street, Quincy, CA 95971

The portion of the Rental Payment for this location is \$245.50 plus applicable sales/use tax.

- 1 2GB Compact Flash MiVoice Office NA
- 1 MiVoice Office IP Base Kit no CF
- 1 MiVofc 250Loop Start Mdl (LSM-4) for CS/HX
- 1 KIT BRKTS HX CONT AND PS WALL MOUNT
- 12 5340E IP PHONE
- 5 STD SWAS 5000 Base up to 32 Ports
- 1 V1405 5 Port Switch
- 15 PATCH CORD CAT5E MOLDED BOOT BLUE 3FT
- 1 UPS 750VA TOWER
- 1 (i) View Micro Appliance
- 1 8GB DATATRAVELER FLASH DRIVE USB 2.0 SE9 CHAMPAGNE
- 1 On Hold Plus 8000
- 1 Installation Materials
- 1 Labor & Warranty

Equipment Address: 372 Main Street, Chester, CA 96020

The portion of the Rental Payment for this location is \$245.50 plus applicable sales/use tax.

- 1 2GB Compact Flash MiVoice Office NA
- 1 MiVoice Office IP Base Kit no CF
- 1 MiVofc 250Loop Start Mdl (LSM-4) for CS/HX
- 1 KIT BRKTS HX CONT AND PS WALL MOUNT
- 12 5340E IP PHONE
- 5 STD SWAS 5000 Base up to 32 Ports
- 1 V1405 5 Port Switch
- 15 PATCH CORD CAT5E MOLDED BOOT BLUE 3FT
- 1 UPS 750VA TOWER
- 1 (i) View Micro Appliance
- 1 8GB DATATRAVELER FLASH DRIVE USB 2.0 SE9 CHAMPAGNE
- 1 On Hold Plus 8000
- 1 Installation Materials
- 1 Labor & Warranty

x

A handwritten signature in black ink, appearing to read "John A. Sany", written over a horizontal line.

Customer's Signature

Date: 13 Oct 2016

Agreement Schedule A



Shield Agreement #: 56547 (the "Agreement")

This Schedule A is part of the above referenced Agreement. The referenced Agreement is incorporated herein by reference. This Schedule A supersedes only the Equipment Description section contained in the Agreement.

Customer: Plumas Crisis Intervention and Resource Center

SYSTEM ITEMIZATION

Equipment Address: 414 Main Street, Greenville, CA 95947

The portion of the Rental Payment for this location is \$245.50 plus applicable sales/use tax.

- 1 2GB Compact Flash MiVoice Office NA
- 1 MiVoice Office IP Base Kit no CF
- 1 MiVofc 250Loop Start Mdl (LSM-4) for CS/HX
- 1 KIT BRKTS HX CONT AND PS WALL MOUNT
- 12 5340E IP PHONE
- 5 STD SWAS 5000 Base up to 32 Ports
- 1 V1405 5 Port Switch
- 15 PATCH CORD CAT5E MOLDED BOOT BLUE 3FT
- 1 UPS 750VA TOWER
- 1 (i) View Micro Appliance
- 1 8GB DATATRAVELER FLASH DRIVE USB 2.0 SE9 CHAMPAGNE
- 1 On Hold Plus 8000
- 1 Installation Materials
- 1 Labor & Warranty

Equipment Address: 165 Ridge Street, Portola, CA 96122

The portion of the Rental Payment for this location is \$245.50 plus applicable sales/use tax.

- 1 2GB Compact Flash MiVoice Office NA
- 1 MiVoice Office IP Base Kit no CF
- 1 MiVofc 250Loop Start Mdl (LSM-4) for CS/HX
- 1 KIT BRKTS HX CONT AND PS WALL MOUNT
- 12 5340E IP PHONE
- 5 STD SWAS 5000 Base up to 32 Ports
- 1 V1405 5 Port Switch
- 15 PATCH CORD CAT5E MOLDED BOOT BLUE 3FT
- 1 UPS 750VA TOWER
- 1 (i) View Micro Appliance
- 1 8GB DATATRAVELER FLASH DRIVE USB 2.0 SE9 CHAMPAGNE
- 1 On Hold Plus 8000
- 1 Installation Materials
- 1 Labor & Warranty

x

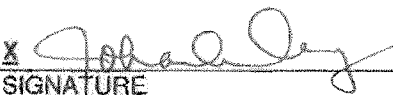
Customer's Signature

Date: 13 Oct 2016

TAMCO Capital Corporation  
4830 W. Kennedy Blvd., Suite 250  
Tampa, FL 33609  
Toll Free (888)350-1842  
Fax (813)472-1611



## CERTIFICATE OF ACKNOWLEDGMENT AND ACCEPTANCE

<b>AGREEMENT #: 56547</b>	
<p>Customer hereby acknowledges receipt of the equipment described in its Agreement with TAMCO Capital Corporation (the "Equipment") and accepts the Equipment after full inspection thereof as satisfactory for all purposes of the Agreement. Customer acknowledges that TAMCO Capital Corporation has fully and satisfactorily performed all covenants and conditions to be performed by TAMCO Capital Corporation and that payment is due TAMCO Capital Corporation without deduction, set-off or abatement.</p> <p>If you transmit this document to us by fax, the fax version of this, as received by us, shall constitute the original Certificate of Acknowledgment and Acceptance and shall be binding on you as if it were manually signed. We may treat and rely upon any fax version of this as the signed original.</p>	
Acknowledged and Accepted by:	
<b>Plumas Crisis Intervention and Resource Center</b>	
4/5/17	
DATE OF DELIVERY	CUSTOMER
4/5/17	X 
DATE OF AGREEMENT	SIGNATURE
	JOHANNA A. DOWNEY, E.D. PCIRC
	PRINT NAME AND TITLE OF SIGNER



## **DEPARTMENT OF FACILITY SERVICES & AIRPORTS**

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

1B

Kevin Correia  
Director

Board Date: January 15th, 2019

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

**Subject: Authorize the Department of Facility Services to waive the rental fee for Quincy High School on May 18, 2019 at County Courthouse.**

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### **Background**

Quincy High School 2019 Prom Committee has requested to waive the rental fee on May 18, 2019 at the County Courthouse. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

### **Recommendation**

Authorize the Department of Facility Services to waive the rental fee for Quincy high school prom committee/ on May 18, 2019 at the County Courthouse.



Quincy High School  
2019 Prom Committee

Lori Simpson  
Supervisor District 4  
Plumas County  
520 Main Street, Room 309  
Quincy, CA 95971

Re: Quincy High School Prom  
May 18, 2019

Dear Supervisor Simpson:

Please receive this letter as a request from the Quincy High School 2019 Prom Committee for a Waiver of Use Fees for our Prom for this year.

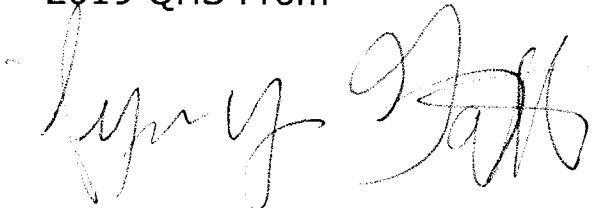
Our event will be held on Saturday, May 18, 2019 at the Courthouse located at 520 Main Street. We will be following all of the rules, regulations, and requirements as outlined in the Facilities Use Permit.

We would like to obtain access to the facility on Friday, May 17, 2019, beginning at 5pm as has been done in the past to decorate for this momentous event. As usual, we invite our entire community to be part of these festivities by watching Grand March at the front of the courthouse on the 18<sup>th</sup> beginning at 6pm.

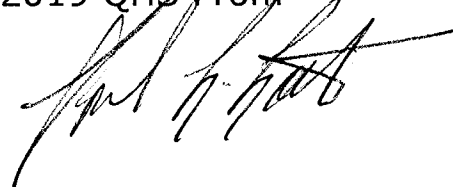
Thank you for your time and consideration in our request of the waiver of fees for use of the Courthouse.

Sincerely,

Sydney Gott, Chairman  
2019 QHS Prom

A handwritten signature in black ink, appearing to read 'Sydney Gott', written over the printed name and title.

April Garrish-Gott, Adult Chair  
2019 QHS Prom

A handwritten signature in black ink, appearing to read 'April Garrish-Gott', written over the printed name and title.

RESOLUTION 2019-\_\_\_\_\_

1c

A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK-RECORDER,  
REGISTRAR OF VOTERS, TO CONDUCT ALL  
FEDERAL, STATE AND LOCAL ELECTIONS IN THE YEAR 2019.

BE IT RESOLVED that the Plumas County Board of Supervisors hereby authorizes Kathy Williams, Plumas County Clerk-Recorder, Registrar of Voters, to conduct all federal, state and local elections throughout the calendar year 2019, as may be required or requested of said office, to appoint all election officers, secure polling centers and perform all election related duties as necessary, and

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to canvass all election returns, certifying the results to the Plumas County Board of Supervisors at a regular meeting of said Board, and,

BE IT FURTHER RESOLVED that pursuant to Elections Code Section 13307, a Candidate's Statement of Qualifications to be included with the Sample Ballot shall not exceed 200 words; with printing and mailing costs to be paid by the candidate or jurisdiction, and,

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to submit a statement to any of the governmental jurisdictions for which costs for any election services provided are incurred.

The forgoing 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 15th day of January, 2019 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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

ATTEST:

\_\_\_\_\_  
Nancy L. DaForno,  
Clerk to the Board



**Erin Metcalf**  
Chief Probation Officer

## County of Plumas

### Department of Probation

270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

DATE: January 3, 2019

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Request to approve and authorize Chair to sign contract between the Probation Department and Dr. Alfredo M. Amezaga Jr.

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#### **Recommendation**

Approve and authorize Chair Sanchez to sign the contract between the Probation Department and Dr. Alfredo M. Amezaga Jr. for juvenile psychological evaluations.

#### **Background and Discussion**

The Probation Department has contracted with Dr. Amezaga in the past to perform juvenile psychological evaluations when requested to do so by the Chief Probation Officer and/or Juvenile Court. It is mandated by the State of California that we have a contract in place with a juvenile psychologist to perform such evaluations.

Therefore, we respectfully request the Board of Supervisors to approve and authorize Chairman Sanchez to sign the contract.



/E/

Services Agreement

This Agreement is made this 1st day of March 2019, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and Mark E. Bennett, an individual, doing business as Bennett Enterprises, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Five Thousand Dollars and No/100 (\$25,000.00).
3. Term. The term of this agreement shall be from March 1, 2019 through February 28, 2020, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
7. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality

unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

- d. Workers Compensation insurance in accordance with California state law.

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



11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to

conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Bennett Enterprises  
43B Alta Avenue  
Quincy, CA 95971  
Attention: Mark Bennett

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

27. Performance by Employees. All work performed under this Agreement shall be performed by employees or subcontractors of Contractor. Mark Bennett shall not personally perform any work under this Agreement. Violation of this Section 27 shall be grounds for immediate termination of this Agreement for cause by the County.

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

CONTRACTOR:

\_\_\_\_\_  
Mark Bennett, an individual, doing business as  
Bennett Enterprises

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

COUNTY:

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

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

Name: Greg Hagwood

Title: Sheriff

Date:

Board of Supervisors:

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

Name:

Title: Chair

Date:

Approved as to form:

Plumas County Counsel

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

## **EXHIBIT A**

### **Scope of Work**

1. Provide the following automotive body repair services on an as-needed basis upon request of the County:
  - a. Body repair and refinishing of automobiles and light trucks.
  - b. Frame repairs of automobiles and light trucks.
  - c. Mechanical work as needed in conducting body repairs.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

## **EXHIBIT B**

### **Fee Schedule**

1. Labor shall be charged at the following per hour rates:

Body repair work	\$72.00
Painting	\$72.00
Frame repair work	\$85.00
Mechanical repair work	\$85.00
2. Parts shall be charged at the following rates: paint at a flat rate of \$39.00 per painting hour; body parts and supplies at Contractor's cost plus 25%.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

**Services Agreement**

This Agreement is made this 15th day of February 2019, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Kassbohrer All Terrain Vehicles, Inc. a Maine corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars and No/100 (\$20,000.00).
3. Term. The term of this agreement shall be from February 15, 2019 through February 14, 2020, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.



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

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

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

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

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

County:

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

Contractor:

Kassbohrer All Terrain Vehicles, Inc.  
8850 Double Diamond Parkway  
Reno, NV 89521  
Attention: Brian Pomerleau, Chief Financial Officer

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

retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. 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:

Kassbohrer All Terrain Vehicles, Inc.,  
a Maine corporation

By: \_\_\_\_\_  
Name: Brian Pomerleau  
Title: Chief Financial Officer  
Date:

By: \_\_\_\_\_  
Name: John Gilbert  
Title: Chief Executive Officer  
Date:

COUNTY:

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

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Sheriff  
Date:

By: \_\_\_\_\_  
Name:  
Title: Chair, Plumas County Board of Supervisors  
Date:

Approved as to form:

Plumas County Counsel

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

County Counsel

## **EXHIBIT A**

### **Scope of Work**

1. Provide general equipment repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Vehicle inspection.
  - c. Engine repair and replacement.
  - d. Drivetrain repair and replacement.
  - e. Diagnostics, including driveability and mechanical repairs.
  - f. Electrical/wiring repairs.
2. All Work shall be provided in accordance with industry standards for high-quality services and repairs. Prior to any service or repair work being performed, a repair order shall be submitted for approval and signed by the appropriate authority. All costs which may exceed the estimated amounts shall be submitted for approval prior to continuing work.



## **EXHIBIT B**

### **Fee Schedule**

1. Labor shall be charged at \$125.00 per hour.
2. Parts as quoted.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



## **BOARD OF SUPERVISORS STAFF REPORT**

**DATE:** December 26, 2018

**TO:** Honorable Board of Supervisors

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

**MEETING DATE:** January 15, 2019

**SUBJECT:** Consent item: Refund a portion of the fee for an Owner Initiated Merger due to withdrawal of application

**APPLICANTS:** Timothy E. Berry and Laurie Elaine Hume-Berry

**BACKGROUND:** The Berrys submitted an application for an Owner Initiated Merger on July 13, 2018. Staff processed the application but did not finalize the recording of the approval document. Mr. Berry withdrew the application on December 10, 2018 (see attached email).

The only item that was not completed during the processing of the Owner Initiated Merger was the approval document for recording. The time that would have been expended for this item is approximately 0.5 hrs or 30 minutes. Planner's hourly rate is \$101.00, according to the Master Fee schedule. Therefore, should the Board approve the partial refund, the Berrys would be entitled to a refund in the amount of **\$50.50**.

**RECOMMENDED ACTION:** Staff recommends approval of a partial refund in the amount of **\$50.50**.

## Herrin, Becky

---

**From:** Tim Berry <sararama@att.net>  
**Sent:** Monday, December 10, 2018 3:09 PM  
**To:** Herrin, Becky  
**Subject:** RE: Scanned image from Building Dept

Hello,

I do not wish to complete to complete the merger. I would like to request a partial refund.

I appreciate your help - thank you

Tim Berry

-----Original Message-----

From: Herrin, Becky [mailto:BeckyHerrin@countyofplumas.com]  
Sent: Monday, December 10, 2018 2:02 PM  
To: sararama@att.net  
Subject: FW: Scanned image from Building Dept

Mr. Berry,

Please send me an email indicating that you do not wish to complete the merger.

As I said in our conversation, application fees are non-refundable (see attached fee schedule) but we may be able to refund a portion of the fee.

The only thing that has not been completed is the merger document that gets recorded.

If you wish to receive a partial refund, please send an email requesting the refund so I can schedule this item for the Board of Supervisors to approve.

Rebecca Herrin

Assistant Planning Director

-----Original Message-----

From: planning.copy.machine@countyofplumas.com  
[mailto:planning.copy.machine@countyofplumas.com] On Behalf Of planning.copy.machine@  
Sent: Monday, December 10, 2018 1:28 PM  
To: Herrin, Becky <BeckyHerrin@countyofplumas.com>  
Subject: Scanned image from Building Dept

Reply to: planning.copy.machine@countyofplumas.com

<planning.copy.machine@countyofplumas.com>

Device Name: Building Dept

Device Model: MX-6240N

Location: Building Dept

File Format: PDF (Medium)

Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

NEGATIVE DECLARATION (Prepared by County) (You will also be responsible for a Fish & Wildlife filing fee of \$2,280.75)	\$2,772 + \$101 per hour
NEGATIVE DECLARATION (Prepared by Consultant) (You will also be responsible for a Fish & Wildlife filing fee of \$2,280.75)	\$5,050.00 + 5.41% of the Negative Declaration cost paid to the consultant
OWNER INITIATED MERGER	\$202.00
PERMIT TO MINE / RECLAMATION - FEDERAL	\$2,981.00 + \$202.00 per acre
PERMIT TO MINE / RECLAMATION - PRIVATE	\$2,981.00 + \$202.00 per acre
PLANNER'S HOURLY RATE (Consultations longer than 15 min.)	\$101.00
PLANNED DEVELOPMENT PERMIT (Without Tentative Map)	\$2,144.00 + \$125.00 per lot
PLANNED DEVELOPMENT PERMIT (With Tentative Map)	\$1,571.00
RECONSIDERATION OF APPROVED APPLICATION	1/2 Current Fee + \$25.00
RECONSIDERATION OF TENTATIVE MAP	1/2 Current Fee + \$25.00
REQUEST FOR NOTICE OF APPLICATION	\$294.00 per year
REVERSION TO ACREAGE	\$689.00
SIGN PERMIT	\$101.00
SITE DEVELOPMENT PERMIT	\$1,327.00
SPECIAL USE PERMIT (4-H or FFA)	\$0.00 (no fee)
SPECIAL USE PERMIT	\$1,220.00
SPECIAL USE PERMIT – AMENDMENT	\$677.00
TECHNICAL REPORT REVIEW (Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies, and Geotechnical Reports)	\$1,000 deposit billed at \$77.54/hr. (Public Works) \$500 deposit billed at \$75.57/hr. (Engineering)
TENTATIVE MAP	\$2,010.00 + \$409.00 per lot
VARIANCE	\$1,167.00
WILLIAMSON ACT CONTRACT / FARMLAND SECURITY ZONE	\$592.00
FARMLAND SECURITY ZONE FROM WILLIAMSON ACT CONTRACT	\$390.00
ZONE CHANGE	\$1,320.00



## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS



16

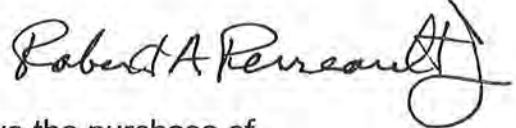
1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Facsimile (530) 283-6323  
Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director

### CONSENT AGENDA REQUEST

For the January 15, 2019 meeting of the Plumas County Board of Supervisors

January 7, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Request the Board of Supervisors to approve the purchase of surveying equipment in an amount not to exceed \$19,502.60.

### Background:

This Agenda Request pertains to the need by the Department of Public Works to purchase engineering survey equipment, as identified in the FY18/19 annual budget.

On September 18, 2018, the Board of Supervisors adopted a Resolution to adopt the final budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2018-2019. The FY 18-19 approved budget contains funds sufficient to purchase the recommended survey equipment.

Staff from the Department of Public Works solicited, and received, four (4) responses to request for new survey equipment packages [having a minimum of three-seconds (3") accuracy] for the survey instrument and the necessary components to enable staff surveying, immediately upon delivery. The 4 bids were submitted by vendors across the state of California and Nevada, all of which market reputable brands of survey equipment. These proposals were provided to the Engineering Department.

Of the competing proposals, the Topcon GT-503 submittal from the Engineering Supply Company, Inc. (ESC), located in Sacramento, had the lowest responsible cost for a complete survey package. Other proposals were received from: California Drafting and Supply, Inc. (CDS), Monsen Engineering, LLC (ME) and Leica Geosystems, Inc. (LG).

Consent Agenda Request

For the January 15, 2019 meeting of the Plumas County Board of Supervisors

Subject: Request the Board of Supervisors to approve the purchase of  
surveying equipment in an amount not to exceed \$19,502.60.

January 7, 2019

Page 2

A compilation of the several submittals is listed in the table below, depicting the total costs in ascending order, thus:

Vendor	Instrument	Base Price	Delivery	Training	Discount	Total
ESC	Topcon GT-503	\$27,377.6	Included	No Charge	-\$7,875	\$19,502.60
CDS	Trimble S5	\$37,151.85	Included	No Charge	-\$16,393.65	\$20,758.20
ME	Trimble S5	\$34,484.36	Included	No Charge	None	\$34,484.36
LG	Leica TS16P	\$44,865.00	Included	No Charge	-\$7,500	\$37,365.00

During review of the 4 submitted proposals by Public Works staff, it was concluded that the Topcon GT-503 equipment and survey package (submitted by ESC), at \$19,502.60, affords the County the "best value" among all submitted cost proposals.

Accordingly, a proposed "Purchase Order," dated January 7, 2019, for the Topcon GT-503 equipment and survey package, has been prepared and is attached for consideration.

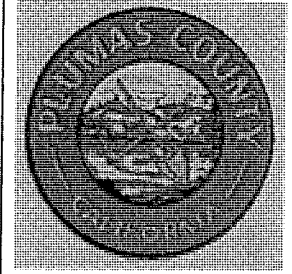
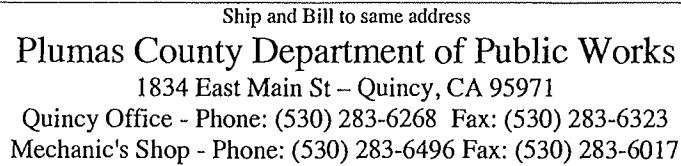
Public Works staff has coordinated with the Auditor's Office and a Budget Transfer form is not required.

**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the attached purchase order in an amount not to exceed \$19,502.60.

Attachment: Proposed "Purchase Order," dated January 7, 2019, for the  
Topcon GT-503 equipment and survey package





Pursuant to Plumas County Purchasing Policy  
(See Reverse or Attachment for Terms and Conditions)

Vendor #2: SEE SUMMARY ON  
Vendor #3: AGENDA REQUEST

3


**WALKER RANCH COMMUNITY SERVICES DISTRICT**  
**c/o PLUMAS COUNTY ENGINEERING DEPARTMENT**  
555 West Main Street • Quincy, CA 95971 • (530) 283-6268 • Fax (530) 283-6135  
Robert A. Perreault, Jr., P.E. County Engineer and Manager, WRCSD

**AGENDA REQUEST**

For the January 15, 2019 meeting of the Board of Directors of the Walker Ranch Community Services District (WRCSD)

January 7, 2019

To: Honorable Board of Directors of the Walker Ranch Community Services District (WRCSD)

From: Robert Perreault, Manager, Walker Ranch CSD 

Subject: Approve a Resolution to discharge from accountability certain accounts that owe outstanding standby fees originating from March 1, 2009

**Background:**

About March 2009, the billing of water and sewer utility "Standby Fees" were suspended at the direction of the WRCSD Board of Directors. At the time of suspension, it was unknown to all WRCSD officials that certain lots has outstanding, unpaid standby fee amounts at the time of suspension as of March 2009.

Presently, there are 92 lots with outstanding balances originating from March 1, 2009, totaling \$63,970.07.

Of those outstanding balances, 37 parcels have changed ownership since March 2009, of which it is presumed that the new owners were not made aware of the outstanding balance owed. Similarly, 41 parcels which were owed by a developer that entered into bankruptcy, and have subsequently changed hands, some multiple times.

Following discussions between the Board of Directors, the Manager and County Counsel pertaining to the cost and feasibility of collecting on those 78 parcels, it is being recommended that these parcels be discharged from accountability in accordance with the attached Resolution.

Parcels that have not changed ownership since March 2009 will not be discharged form accountability,

**Recommendation:**

The Manager of the Walker Ranch CSD respectfully recommends the Board of Directors approve a Resolution to discharge from accountability certain accounts that owe outstanding standby fees originating from March 1, 2009.

Walker Ranch Community Services District

**RESOLUTION NO. 19 - \_\_\_\_\_**

**A RESOLUTION OF THE WALKER RANCH COMMUNITY SERVICES DISTRICT (WRCS D)  
DISCHARGING FROM ACCOUNTABILITY CERTAIN UNPAID STANDBY FEE ACCOUNTS  
CURRENTLY OWING BALANCES UNPAID AS OF MARCH 1, 2009**

**WHEREAS, Government** Code section 54984.7 allows the governing body of a local agency to continue in successive years a water standby assessment at the same rate; and,

**WHEREAS,** the Board of Directors of the Walker Ranch Community Services District, finds that the proposed unpaid accounts listed in Exhibit A are still owed to the WRCS D as of December 6, 2018; and,

**WHEREAS,** the Board of Directors of the WRCS D also finds that the feasibility of continuing staff collection of the referenced Standby Fee accounts that remain unpaid since March 1, 2009 would not be cost effective if expended by staff.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Walker Ranch Community Services District adopts as follows:

Each parcel listed in Exhibit A of this Resolution including an attached 2-page list to the Exhibit, shall be discharged from accountability of payment in regard to only the unpaid Standby Fee as of March 1, 2009.

The foregoing Resolution was duly passed and adopted by the Board of Directors of the Walker Ranch Community Services District, located in the County of Plumas, State of California at a regular meeting of said Board on the 15<sup>th</sup> day of January 2019 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Clerk, Board of Directors

## **EXHIBIT A**

Exhibit A consists of this page and the attached 2-page list of assessed parcels that are eligible to be discharged from accountability. It is to be interpreted as follows:

Upon adoption of the Resolution, the Board of Directors of the Walter Ranch Community Services District, reserves its right to modify Exhibit "A" after a public hearing on objections, and also for purposes of clarification or correction. Any such modification of Exhibit "A" would occur by adoption of an amendment to the Resolution to which Exhibit "A" is attached.

**WRCSD Outstanding Standby Fees billed**

Customer Tracking File - Proposed accounts to be Discharged from Accountability

Mar-09		
Customer No.	LOT#	Balance Unpaid
0000056	103-090-003	\$ 3.00
0000105	103-120-004	\$ 1,809.13
0000109	103-120-020	\$ 132.52
0000153	103-160-012	\$ 52.25
FR3	103-300-003	\$ 662.52
FR4	103-300-004	\$ 662.52
FR6	103-300-006	\$ 52.25
F36	103-310-005	\$ 132.52
F38	103-310-007	\$ 0.75
CW16	103-320-016	\$ 413.40
CW19	103-320-019	\$ 265.00
CW24	103-320-024	\$ 265.00
0000624	103-340-009	\$ 132.52
0000625	103-340-010	\$ 132.52
0000627	103-340-012	\$ 132.52
0000628	103-340-013	\$ 132.52
0000285	103-350-001	\$ 132.52
0000648	103-350-023	\$ 132.52
0000639	103-350-030	\$ 132.52
F88	103-390-003	\$ 52.25
F91	103-390-006	\$ 212.00
F92	103-390-007	\$ 689.00
F98	103-390-014	\$ 212.00
FC127	103-400-001	\$ 79.52
FC125	103-400-003	\$ 874.52
H46	103-410-021	\$ 79.52
CW86	103-420-001	\$ 1,113.00
CW88	103-420-003	\$ 1,113.00
CW109	103-420-024	\$ 1,113.00
CW104	103-420-019	\$ 1,113.00
TR8	103-440-008	\$ 159.00
TR9	103-440-009	\$ 159.00
TR14	103-440-014	\$ 159.00
TR16	103-440-016	\$ 159.00
TR17	103-440-018	\$ 159.00
TR25	103-440-028	\$ 159.00
FC71	103-360-017	\$ 79.52
<b>Total:</b>		<b>\$ 13,062.83</b>

<b>Customer No.</b>	<b>LOT#</b>	<b>Balance Unpaid</b>	
CW89	103-420-004	\$	1,113.00
CW90	103-420-005	\$	1,113.00
CW91	103-420-006	\$	1,113.00
CW92	103-420-007	\$	1,113.00
CW93	103-420-008	\$	1,113.00
CW95	103-420-010	\$	1,113.00
CW96	103-420-011	\$	1,113.00
CW97	103-420-012	\$	1,113.00
CW98	103-420-013	\$	1,113.00
CW99	103-420-014	\$	1,113.00
CW100	103-420-015	\$	1,113.00
CW101	103-420-016	\$	1,113.00
CW102	103-420-017	\$	1,113.00
CW103	103-420-018	\$	1,113.00
CW108	103-420-023	\$	1,113.00
CW112	103-420-027	\$	1,113.00
CW114	103-420-029	\$	1,113.00
CW116	103-420-031	\$	1,113.00
CW120	103-420-035	\$	1,113.00
CW121	103-420-036	\$	1,113.00
CW122	103-420-037	\$	1,113.00
CW123	103-420-038	\$	1,113.00
CW124	103-420-039	\$	1,113.00
CW125	103-420-040	\$	1,113.00
CW126	103-420-041	\$	1,113.00
CW127	103-420-042	\$	1,113.00
CW128	103-420-043	\$	1,113.00
CW129	103-420-044	\$	1,113.00
CW130	103-420-045	\$	1,113.00
CW131	103-420-046	\$	1,113.00
CW132	103-420-047	\$	1,113.00
CW133	103-420-048	\$	1,113.00
CW134	103-402-049	\$	1,113.00
CW135	103-420-050	\$	1,113.00
CW136	103-420-051	\$	1,113.00
CW137	103-420-052	\$	1,113.00
CW138	103-420-053	\$	1,113.00
CW139	103-420-054	\$	1,113.00
CW140	103-420-055	\$	1,113.00
CW141	103-420-056	\$	1,113.00
CW142	103-420-057	\$	1,113.00
<b>Total:</b>		<b>\$</b>	<b>45,633.00</b>

WRCSD Outstanding Standby Fees billed  
Customer Tracking File - Remaining Customers after payments and discharges from accountability

Customer No.	LOT#	2009 Balance Owed	Balance Owed w/ Finance Chg.	Comments/Follow-Up	Date of Deed
0000003	103-080-006	\$ 1,809.13	\$ 9,876.40	Disputing Charges on this lot	10/11/1999
0000070	103-110-004	\$ 293.40	\$ 1,601.73	Reply letter rcvd 9/17/18 protesting charges.	9/16/2011
0000173	103-160-019	\$ 1,809.13	\$ 9,876.40		8/15/2001
0000380	103-230-012	\$ 371.00	\$ 2,025.36	Called to question charges	12/29/2017
H14	103-290-026	\$ 21.00	\$ 114.64	Reply letter rcvd 9/19/18 protesting charges.	3/16/2018
CW40	103-330-009	\$ 4.58	\$ 25.00		9/1/2009
H45	103-410-020	\$ 3.00	\$ 16.38		9/11/2009
TR19	103-440-017	\$ 9.00	\$ 49.13		9/20/2017
TR20	103-440-019	\$ 159.00	\$ 868.01		9/29/2015
TR18	103-440-020	\$ 159.00	\$ 868.01	Reply letter rcvd 9/19/18 protesting charges.	9/17/2015
TR23	103-440-026	\$ 159.00	\$ 868.01		10/7/2015
TR30	103-440-030	\$ 159.00	\$ 868.01		10/7/2017
TR31	103-440-031	\$ 159.00	\$ 868.01		10/7/2017
TR34	103-440-036	\$ 159.00	\$ 868.01		9/11/2015
<b>Total:</b>		<b>\$ 5,274.24</b>			

\*NOTE: Date of Deed doesn't always effect change of ownership.





## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

4A

Kevin Correira  
Director

Board Meeting: 1-15-2019

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Report on current status of Bio-mass Plant and measures taken thus far to get the project operational.

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### Background

The Bio-mass plant has been years in the making and it is only the second of its kind to be commissioned on the west coast. Progress to make the apparatus fully functional and automated has not gone without its problems.

Camille Swezy from Sierra Institute would like to give a presentation/report on the trials and tribulations of trying to create something that basically has never been done before and to dispel some of the Quincy rumors that have sprung up.

### Recommendation

I would like to recommend that this report be presented during an open session of the regular Board of Supervisors meeting for the public to hear and maybe the newspaper would be Interested as well.



# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

Mark Satterfield, M.D, Health Officer

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

4B

**Date:** January 7, 2019  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**CC:** Nancy Selvage  
**Agenda:** Item for January 15, 2019

**Recommendation:** Authorize the Public Health Director to hire above "B" step for the position of Registered Nurse I/II.

**Background:** As the Board may be aware, a department head may hire a new employee above a "B" step upon approval of the County Administrator Officer (CAO). Per Resolution No. 98-6208 a department head may seek Board approval. Without a CAO at this time, I am seeking the Board's permission to make an offer of employment to the Registered Nurse II candidate higher than a "B" step.

The Registered Nurse position is funded by Immunization, Child Health and Disability and the California Children's Services programs.

After comprehensive recruitment for a Registered Nurse position, Plumas County Public Health Agency offered employment to the most qualified candidate. The candidate has not yet accepted the offer due to pay. I have considered the candidate's experience and background and believe both to be outstandingly skilled and competent. The Public Health Agency and the community will certainly benefit from this applicant's nursing experience and credentials.

As stated above, no county general funds are required since this position is fully funded through programs within the Public Health Agency.

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

C:\Documents and Settings\rosiecolney\My Documents\BOS\HR-Above Step for RN 1-2019.doc



## **BOARD OF SUPERVISORS STAFF REPORT**

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

**FROM:** Tim Evans, Assistant Planner

**MEETING DATE:** January 15, 2018

**SUBJECT:** **Public Hearing Item:** Proposed ordinance amending Title 9 (Planning and Zoning) by adding Article 41, "Telecommunications," and Article 6.5, "Zoning Clearance Certificate," to Chapter 2 of Title 9 of the Plumas County Code by adopting the Telecommunications Ordinance.

*A public hearing notice was published in all four newspapers of general circulation in the County on January 2, 2019.*

*A summary of the proposed ordinance was published in all four newspapers of general circulation in the County on January 2, 2019.*

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### **BACKGROUND:**

Since 1985, Plumas County Code, per Section 9-2.415 – Public utility facilities, has permitted telecommunications facilities in all zones except Open Space (OS); therefore, under current County Code, telecommunications facilities are exempt from any County regulation.

Per Plumas County General Plan Policy 1.9.1 Communication Tower Location Criteria, "The County shall provide site development criteria in the County's Zoning Code." Land Use Implementation Measure 18 sets forth the means by which the County will fulfill the policy. Land Use Implementation Measure 18 states, "Undertake necessary and appropriate zoning code and zoning map changes to promote and encourage the appropriate location for cellular tower facilities and other communication technology infrastructure within the County, utilizing such measures as co-location."

Implementation Measure 18 will be fulfilled through the adoption of the Telecommunications Ordinance, which will implement regulations and standards upon facilities that were not previously regulated. The proposed ordinance will provide a much needed tool for the County to regulate telecommunications facilities within the limits of Federal and State law.

The Planning Commission held the first workshop during the regularly scheduled Planning Commission meeting on July 6, 2017, in order to begin composing the Telecommunications Ordinance. Thereafter, the Planning Commission held 20 additional workshops, during regularly scheduled Planning Commission meetings, to develop the ordinance. The Planning Commission, Planning Staff, County Counsel, telecommunications industry professionals, and the public worked cohesively to develop an ordinance that contained a comprehensive set of local standards and regulations for telecommunications facilities in regards to their design and placement, while remaining consistent with Federal standards, State standards, Plumas County Code, and the Plumas County General Plan.

On May 24, 2018, the Telecommunications Ordinance was reviewed by the Airport Land Use Commission. The Airport Land Use Commission had no comments or issues with the proposed ordinance and approved the ordinance as it was written, and forwarded the ordinance back to the Planning Commission.

On September 12, 2018, the Notice of Completion, with copies of Negative Declaration No. 674 and attachments, were mailed to the State Clearinghouse for a 30 day review by other agencies, as required by the California Environmental Quality Act. The review began on September 14, 2018, and ended on October 15, 2018. During the review period, one comment was received by the Central Valley Regional Water Quality Control Board (Exhibit 4). The letter received and the corresponding responses are discussed in greater detail in Exhibit 5.

A properly noticed public hearing was held on Thursday, October 18, 2018, by the Planning Commission in the Planning and Building Services Conference Room at 10:00 a.m. for the proposed Telecommunications Ordinance. During the public hearing several individuals addressed the Planning Commission. The comments made by individuals during the public hearing may be found in Exhibit 6. In addition to the public hearing comments, comments were also submitted by the public during the time the workshops were being held. The written comments received are discussed in the Analysis section of this report and may be found in Exhibit 4.

#### **ANALYSIS:**

The proposed ordinance will add Article 41, "Telecommunications," to Chapter 2 of Title 9 (Planning and Zoning) of the Plumas County Code, as well as add Article 6.5, "Zoning Clearance Certificate," to Chapter 2 of Title 9 of the Plumas County Code. The ordinance will implement a comprehensive set of standards for the design and placement of



telecommunications facilities in the unincorporated area of Plumas County in the following zones: Single Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), Rural (R-10), Rural (R-20), Core Commercial (C-1), Periphery Commercial (C-2), Convenience Commercial (C-3), Recreation Commercial (R-C), Heavy Industrial (I-1), Light Industrial (I-2), Prime Recreation (Rec-P), Recreation (Rec-1, Rec-3, Rec-10, Rec-20), Recreation Open Space (Rec-OS), Agricultural Preserve (AP), General Agriculture (GA), and Timberland Production (TPZ). Telecommunications facilities are not permitted in the Open Space (OS) and Lake (L) zones under the proposed ordinance.

The proposed ordinance sets forth two types of permits by which a telecommunications facility would be reviewed by the County. The two types of permits are zoning clearance certificate and special use permit. A zoning clearance certificate is a ministerial permit. A ministerial permit is a permit that is reviewed for compliance with standards set forth in the County Code, by a public official, with the final decision to approve or disapprove the permit being a result of merely applying the law to the proposed project and using no discretion or judgment in reaching the decision. A special use permit, on the other hand, is a discretionary permit and is employed for uses which have the potential to be socially, economically, or environmentally incompatible with the surrounding area. A discretionary permit requires judgement and deliberation by means of an analysis by the Planning Department, other county departments, and other agencies. Prior to any decision being made to approve or deny the discretionary permit, a public hearing would be held. The decision to approve or deny a discretionary permit is based on findings of fact contained in an ordinance or code. Lastly, the guidelines set forth in the California Environmental Quality Act may be applicable to discretionary permits.

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

**Sec. 9-2.4101. Purpose and Intent:** Establishes that the proposed ordinance is intended to protect and enhance the health, safety, and welfare of the public, maximize co-located facilities, encourage location of new facilities in non-residential areas, encourage providers to locate facilities so as to not interfere with agricultural and air navigation, and establish standards suitable to the operating requirements and site conditions of a facility.

**Sec. 9-2.4102. Definitions:** Sets forth 40 definitions for the terminology used in the ordinance, ranging from “Abandoned Facilities” to “Zoning Clearance Certificate.”

**Sec. 9-2.4103. Applicability:** Demonstrates that the article applies to all new telecommunications facilities and associated equipment, and is in addition to any applicable State and Federal laws or regulations.

**Sec. 9-2.4104. Pre-Existing Facilities:** Sets forth the requirements for facilities constructed prior to the adoption of the ordinance, mirroring County Code for lawful non-conforming structures, in regards to their repair, maintenance, alterations, restoration, enlargement, relocation, and expansion.

**Sec. 9-2.4105. Exemptions:** The facilities exempt under the proposed ordinance are:

- Telecommunications facilities utilized as an accessory to residential or commercial uses, internal business, or household communications systems, such as two-way radio communication systems, citizen band radio systems, television antennas, radio antennas, and internet antennas, if compliant with Section 9-2.4108(a) and (b) of the proposed ordinance (Television antennas and internet antennas are not subject to Section 9-2.4108(a) and (b)).
- Telecommunications facilities issued a permit by the California Public Utilities Commission or Federal Communications Commission demonstrating exemption or exemption due to any State or Federal law.
- Temporary telecommunications facilities providing public information coverage of a news event for a time period no greater than 30 days.
- Government-owned communications facilities utilized for a public purpose.
- Facilities exempted under Federal or State law.
- Ordinary maintenance, repair, or replacement of a lawfully established (including lawful nonconforming) existing telecommunications facility or accessory building that does not result in a substantial change as defined by the ordinance.
- Facilities utilized for temporary use during an emergency or natural disaster.
- Facilities located in the Timberland Production Zone (TPZ).
- Wireless access points mounted on new poles of any height and mounted at a height of 35 feet or less.
- A facility meeting the definition set forth in the ordinance as an “eligible facilities request.”

The exemption for telecommunications systems utilized as an accessory to residential or commercial use, internal business, or household communications systems does not apply to facilities operated, leased to, or used by any FCC licensed commercial telecommunications provider.

**Sec. 9-2.4106. Permits Required:** Telecommunications facilities would be reviewed through discretionary review (special use permit), as well as through ministerial review via a new ministerial permit (zoning clearance certificate). The proposed ordinance defines telecommunications facilities, or facility, as those facilities meeting the definition of facility in Federal Standard 1037C. Federal Standard 1037C defines a telecommunications facility as:

- A fixed, mobile, or transportable structure, including all installed electrical and electronic wiring, cabling, and equipment and all supporting structures, such as utility, ground network, and electrical supporting structures.
- A network-provided service to users or the network operating administration.
- A transmission pathway and associated equipment; in a protocol applicable to a data unit, such as a block or frame, an additional item of information or a constraint encoded within the protocol to provide the required control.
- A real property entity consisting of one or more of the following: a building, a structure, a utility system, pavement, and underlying land.

The facilities regulated by the proposed ordinance are new tower or pole facilities, pole mounted facilities, building mounted facilities, co-located facilities, and pre-existing facilities. For those facilities not meeting one of the exemptions, a zoning clearance certificate or special use permit would be required. For example, a new tower or pole telecommunications facility requires a special use permit, while co-located, building mounted (façade mounted or roof-mounted), pole mounted facilities, and amateur radio systems require a zoning clearance certificate.

Under certain circumstances, a pre-existing facility or co-located facility would require a special use permit. Pre-existing facilities requiring restoration (after one year of the damage occurring), enlargement (if not lawful nonconforming as to yard requirements, height, or lot coverage), relocation, and expansion would require a special use permit. A telecommunications co-location facility proposed on, or immediately adjacent to, an existing co-location facility that was not subject to a special use permit with an appropriate environmental document being certified or adopted shall obtain a special use permit, have an environmental document certified or adopted, and comply with applicable State and local requirements.

**Sec. 9-2.4107. Permit Application Review and Terms:** Discusses the application materials required for a zoning clearance certificate and special use permit, the application fees shall be paid in the amounts set forth in the Planning and Building Services Fee Schedule, and approval of permits shall be in accordance with applicable State and Federal rules and regulations. In the case of a revoked permit or abandoned facility, the section also sets forth the requirements for a performance security for facilities subject to a discretionary permit, a defense and indemnification agreement between the applicant and the County, administrative review by the County at reasonable intervals to verify facility compliance with conditions of approval, and the process in which the County would follow to revoke a permit from a non-compliant facility.



**Sec. 9-2.4108. General Requirements:** The general requirements section establishes the general design standards that regulate the design and placement of a telecommunications facility. This section sets forth the standards for setbacks, height, location, compliance with building and electrical codes, lighting, signs, aesthetics, deed restrictions, vehicle access, accessory equipment storage, Federal and State regulations, emissions compliance, landscaping, security and fencing, maintenance, and cultural resources. Each subsection is detailed further below:

- **Setback:** Sets the general setback requirement of one foot of setback for every foot in facility height plus an additional 25 feet. Setbacks may be reduced depending on the zone if near an existing structure, adjacent owners consent to the reduced distance, or reduced via a variance.
- **Height:** Sets the maximum height for towers at 200 feet in all zones, 150 feet with towers in Military Training Routes, 35 feet in residential zones, 15 feet for roof mounted, 50 feet for two-way radio antennas or television receiving antennas, and 70 feet for amateur radio towers. Additional height may be approved with a variance.
- **Location Guidelines:** Outlines the county requirements for locating telecommunications facilities.
- **Building and Electrical Codes:** Emphasizes telecommunications facilities complying with all applicable building and electrical codes.
- **Lighting:** Requires orienting and shielding lighting to not be intrusive in residential zones, while complying with FAA requirements.
- **Signs:** Establishes that only warning and equipment information signs are permitted.
- **Aesthetics:** Emphasizes reasonable efforts to create facilities that are architecturally similar with existing structures.
- **Deed Restrictions:** Establishes not violating deed restrictions.
- **Vehicle Access:** Establishes having a road leading to the facility that meets Plumas County Code Sections 9-4.501(b)-(d).
- **Accessory Equipment Storage:** Requires accessory equipment and supplies to be stored in the telecommunications facility or accessory structure(s).
- **Federal and State Regulations:** Sets forth that all facilities are subject to the applicable authorities' regulations (FAA, FCC, etc.) and that facilities must remain compliant with those regulations.
- **Emissions:** Requires the submission of a biennial RF/EMF emissions report and facilities remaining compliant with Federal standards.
- **Landscaping:** Provides landscaping criteria for facilities in residential zones that have unavoidable visual impacts.
- **Security and Fencing:** Establishes having fencing or other security measures in place to prevent public access.

- **Maintenance:** Sets forth that all facilities shall be maintained on a routine basis.
- **Cultural Resources:** If cultural resources are found, work shall be stopped within 50 feet of the find and the applicable authorities shall be notified.

**Sec. 9-2.4109. Facility Design Standards.** Establishes specific standards for specific types of facilities, such as building façade-mounted facilities, roof-mounted facilities, existing pole or tower mounted facilities, and co-located facilities that the General Requirements do not address.

**Sec. 9-2.4110. Facility Abandonment, Removal, and Remediation:** This section complements the performance security required by Sec. 9-2.4107(e) for special use permits. This section establishes how the County deems a facility abandoned and sets forth the documentation required and a timeline that must be followed by an applicant before the County will exercise its rights under the performance security to have the facility removed.

#### **ANALYSIS OF COMMENTS RECEIVED:**

Public comments have been received in the form of twenty-three (23) letters and one (1) phone call, which include individuals from around the county and outside the county. One comment letter was received from the Central Valley Regional Water Quality Control Board during the review period of Negative Declaration No. 674. Table 1 details the individuals that submitted comments.

**Table 1: List of Comment Letters**

Comment Number	Name	Date Received	Agency or Individual
1	Josh Hart	September 27, 2017	Individual
2	Scott Morgan/ Steve Chung	October 12, 2017	Agency – Governor’s Office of Planning and Research/Navy
3	Joe McMahon	April 12, 2018	Individual
4	Judith Porep	April 13, 2018	Individual
5	Kyle Felker	April 15, 2018	Individual
6	Kathy Harrison	April 15, 2018	Individual
7	Marie Holt	April 17, 2018	Individual
8	Jason	April 20, 2018	Individual
9	Linda Bixby	April 20, 2018	Individual
10	Jennifer Lacy	April 23, 2018	Individual
11	Ron Shinn	April 23, 2018	Individual
12	Rose Buzzetta	April 23, 2018	Individual
13	Kathy Caldwell	April 24, 2018	Individual

14	Monica Quinones	April 25, 2018	Individual
15	Scott Zaitz	October 4, 2018	Agency – Central Valley Regional Water Quality Control Board
16	Josh Hart	October 15, 2018	Individual
17	Leslie Mink	October 17, 2018	Individual
18	Virginia Jaquez	October 17, 2018	Individual
19A	Virginia Jaquez	November 6, 2018	Individual
19	Jaqueline M. Blanton	October 18, 2018	Individual
20	Corrine West	October 22, 2018	Individual
20A	Corrine West	November 28, 2018	Individual
21	Karen Bierce	November 6, 2018	Individual
22	Cheryl Mathews	November 19, 2018	Individual

The comments received were both for and against the ordinance, with the comments against the ordinance making recommended changes to the ordinance. Some of the recommended changes were:

- Adding a neighbor notification.
- Setbacks from residences and schools.
- Residential ban of telecommunications facilities.
- Reducing the maximum tower height to 100 feet as the height exceeds the height recommended to minimize raptor deaths, fire risks, and aviation risks.
- Public hearings for telecommunications facilities.
- Prioritize wired communication.

Responses to the comments above were:

- Neighbor notification is a requirement of a discretionary special use permit, but not a ministerial zoning clearance certificate.
- Regulating setbacks based on radiofrequency emissions is prohibited by the Telecommunications Act of 1996.
- Banning telecommunications facilities in residential areas based on radiofrequency emissions is prohibited by the Telecommunications Act of 1996.
- The maximum tower height to reduce aviary deaths was taken into account in the ordinance by referencing the U.S. Fish and Wildlife Service's *Recommended Best Practices for Communication Design, Siting, Construction, Maintenance, and Decommissioning*, which

recommends a tower height of 199 feet. Aviation risk was considered during ordinance development by the ordinance requiring telecommunications facilities to not obstruct air navigation operations, requiring compliance with FAA required markings, requiring a special use permit for facilities within 1000 feet of an airport or airstrip, and requiring a special use permit for a facility requiring Airport Land Use Commission (ALUC) review. Also considered during the development was the FAA considering telecommunications facilities with heights of 499 feet or more to be an obstruction. The fire risk of a telecommunications facility is considered under Section 1604.5, *Risk Category*, of Chapter 16 of the California Building Code, and TIA-222 referenced in Section 3108.1 of Chapter 31 of the California Building Code.

- Public hearings are a requirement under County Code for special use permits, which are discretionary, but zoning clearance certificates are ministerial and do not require a hearing.
- The purpose of the ordinance is to establish regulations for the placement of telecommunications facilities.

The comments received may be found in Exhibit 4 and detailed responses to the written comments received are included in Exhibit 5.

**ACTIONS FOR CONSIDERATION:**

Staff recommends the Board of Supervisors take the following actions:

- I. Hold the public hearing on the proposed ordinance.
- II. After reviewing and considering the proposed Negative Declaration, adopt Negative Declaration No. 674 pursuant to Section 15074 of the California Environmental Quality Act Guidelines, and as recommended by the Planning Commission in Planning Commission Resolution 2018-2 (Exhibit 1), and make the following findings (A through C):
  - A. That there is no substantial evidence in the record supporting a fair argument that the proposed project might have any significant adverse impact on the environment; and
  - B. That the proposed Negative Declaration reflects the independent judgement of the Plumas County Board of Supervisors.

- C. That the location and custodian of the documents which constitute the record of these proceedings is the Plumas County Planning Department, 555 Main Street, Quincy, California.

III. Adopt the Telecommunications Ordinance as proposed.

IV. Waive the first reading of the ordinance.

**Exhibits:**

1. Planning Commission Resolution 2018-2 making recommendations to the Board of Supervisors
2. Proposed Telecommunications Ordinance including Zoning Clearance Certificate establishment.
3. Negative Declaration No. 674
4. Public Comments
5. Responses to Public Comments
6. October 18, 2018 Planning Commission Meeting Minutes
7. Planning Commission Staff Report

***All Exhibits are on file with the Clerk of the Board for public review.***

**ORDINANCE NO. 2018-**

**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 41 "TELECOMMUNICATIONS" AND ARTICLE 6.5 "ZONING CLEARANCE CERTIFICATE, AND AMENDING CERTAIN SECTIONS 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 41, "Telecommunications"; Article 6.5, "Zoning Clearance Certificate"; Section 9-2.415 of Article 4 of Chapter 2 (General Requirements); Section 9-2.1302 of Article 13 of Chapter 2 (Single Family Residential Zones); Section 9-2.1402 of Article 14 of Chapter 2 (Multiple-Family Residential Zone); Section 9-2.1502 of Article 15 of Chapter 2 (Suburban Zone); Section 9-2.1602 of Article 16 of Chapter 2 (Secondary Suburban Zone); Section 9-2.1702 of Article 17 of Chapter 2 (Rural Zone-R-10); Section 9-2.1802 of Article 18 of Chapter 2 (Rural Zone-R-20); Section 9-2.1902 of Article 19 of Chapter 2 (Core Commercial Zone); Section 9-2.2002 of Article 20 of Chapter 2 (Periphery Commercial Zone); Section 9-2.2102 of Article 21 of Chapter 2 (Convenience Commercial Zone); Section 9-2.2202 of Article 22 of Chapter 2 (Recreation Commercial Zone); Section 9-2.2302 of Article 23 of Chapter 2 (Recreation Zone); Section 9-2.2402 of Article 24 of Chapter 2 (Recreation-Open Space Zone); Section 9-2.2502 of Article 25 of Chapter 2 (Heavy Industrial Zone); Section 9-2.2602 of Article 26 of Chapter 2 (Light Industrial Zone); Section 9-2.2802 of Article 28 of Chapter 2 (Open Space Zone); Section 9-2.2902 of Article 29 of Chapter 2 (Lake Zone); Section 9-2.3002 of Article 30 of Chapter 2 (Agricultural Preserve Zone); Section 9-2.3102 of Article 31 of Chapter 2 (General Agriculture Zone); Section 9-2.3202 of Article 32 of Chapter 2 (Timberland Production Zone); Section 9-2.3302 of Article 33 of Chapter 2 (General Forest Zone); Section 9-2.3402 of Article 34 of Chapter 2 (Mining Zone) 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 \_\_\_\_\_, 2018, and passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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Chair, Board of Supervisors

ATTEST:

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Clerk of said Board of Supervisors



## Article 41. - Telecommunications

### Sec. 9-2.4101. Purpose and Intent

The purpose of this article is to define a comprehensive set of standards for the design and placement of telecommunications facilities within the County of Plumas that are consistent with applicable federal standards, state standards, Plumas County Code, and Plumas County General Plan. The standards are intended to:

- (a) Protect and enhance the safety, health, and welfare of the public by minimizing adverse general, visual, and operational impacts from telecommunications facilities while providing telecommunications in an effective and efficient manner.
- (b) Maximize the use of new and existing telecommunications facilities through co-location of facilities in order to minimize the need for new facilities, and minimize the total number of facilities throughout the county.
- (c) Encourage the location of new monopoles, towers, and antennas in non-residential areas.
- (d) Encourage telecommunications providers to locate new monopoles, towers, and antennas in areas that minimize adverse impacts on agriculture and air navigation.
- (e) Recognize the diverse nature of telecommunications throughout the county and establish standards suitable to their specific site conditions and operating requirements.

### Sec. 9-2.4102. Definitions

- (a) **“Abandoned Facilities”** means facilities ceasing to be utilized for a specified amount of time set forth in this article.
- (b) **“Airport”** means the publicly-owned property and improvements at Chester, Gansner, and Beckwourth Airports, as more particularly shown on Exhibits A through D, inclusive, on file in the office of the County Clerk.
- (c) **“Airstrip”** means a strip of land, typically privately owned, paved or not, used by aircraft, including rotorcraft, as a runway to take off or land, with or without normal airbase or airport facilities, such as fueling.
- (d) **“Antenna”** means any device and associated equipment mounted on a tower, building, or structure that receives and/or transmits any type of electromagnetic wave for the purpose of telecommunications.
- (e) **“Accessory Building(s)”** shall mean any building used as an accessory to residential, commercial, recreational, industrial, or educational purposes as defined in the California Building Code, 1989 Amendments, Chapter 11, Group M, Division 1, Occupancy that requires a building permit.
- (f) **“Associated Equipment”** means towers, utility poles, transmitters, repeaters, base stations, and other necessary equipment utilized in the operation of a telecommunications facility.
- (g) **“Base Station”** has the same meaning as in Federal Communications Commission 47 C.F.R. § 1.40001(b)(1), as may be amended:

A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subdivision or any equipment associated with a tower.

- (i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- (ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).
- (iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the State or local government under this subdivision, supports or houses equipment described in subdivisions (b)(1)(i) through (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.
- (iv) The term does not include any structure that, at the time the relevant application is filed with the State or local government under this subdivision, does not support or house equipment described in paragraphs (b)(1)(i) through (ii) of this section.

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

(i) **“Co-location”** means the placement or installation of telecommunications facilities, including antennas and related equipment, on, or immediately adjacent to, an existing telecommunications co-location facility.

(j) **“County”** means County of Plumas, a political subdivision of the State of California.

(k) **“Eligible Facilities Request”** has the same meaning as in Federal Communications Commission 47 C.F.R. § 1.40001(b)(3), as may be amended:

Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

- (i) Collocation of new transmission equipment;
- (ii) Removal of transmission equipment; or
- (iii) Replacement of transmission equipment.

(l) **“EMF”** means electromagnetic frequency radiation.

(m) **“Equipment”** or **“Accessory Equipment”** means all cables, conduits, wires, connectors, and devices, excluding antennas transmitting or receiving wireless telecommunications signals, necessary to make a telecommunications facility function properly.

(n) **“Existing”** has the same meaning as in Federal Communications Commission 47 C.F.R. § 1.40001(b)(5), as may be amended:

A constructed tower or base station is existing for purposes of this subdivision if it has been reviewed and approved under the applicable zoning or siting process, or under another State or regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

- (o) **“Façade-Mounted Facilities”** means any telecommunications device and associated hardware that is affixed to the face of a building.
- (p) **“Facility”** or **“Telecommunications Facilities”** or **“Telecommunications Facility”** has the same meaning as in Federal Standard 1037C, as may be amended:
  - (i) A fixed, mobile, or transportable structure, including (a) all installed electrical and electronic wiring, cabling, and equipment and (b) all supporting structures, such as utility, ground network, and electrical supporting structures.
  - (ii) A network-provided service to users or the network operating administration.
  - (iii) A transmission pathway and associated equipment.
  - (iv) In a protocol applicable to a data unit, such as a block or frame, an additional item of information or a constraint encoded within the protocol to provide the required control.
  - (v) A real property entity consisting of one or more of the following: a building, a structure, a utility system, pavement, and underlying land.
- (q) **“FAA”** means Federal Aviation Administration.
- (r) **“FCC”** means Federal Communications Commission.
- (s) **“Height”** means the vertical distance measured upward from a surface determined by the structure’s exterior finished grade as projected across the construction site. In the case of a tower, it is the vertical distance measured from the finished grade to the highest point on the tower.
- (t) **“Monopole”** is a type of tower regardless of composition or structure that is placed into the ground or attached to a foundation.
- (u) **“Parcel”** means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (commencing with Section 66410 of the Government Code) and also means any parcel that is described, recorded, and kept in official County records specifically including documents and maps used by the County Assessor’s Office, the County Tax Collector’s Office, and the County Recorder’s Office.
- (v) **“PCS”** means personal communications systems.
- (w) **“Planning Commission”** means the Planning Commission of the County of Plumas.
- (x) **“Repeater”** has the same meaning as in Federal Standard 1037C, as may be amended:
  - (1) An analog device that amplifies an input signal regardless of its nature, *i.e.*, analog or digital.
  - (2) A digital device that amplifies, reshapes, retimes, or performs a combination of any of these functions on a digital input signal for retransmission.
- (y) **“Residential Zones”** means Single Family Residential (2-R, 3-R, 7-R), Multiple-Family Residential (M-R), Suburban (S-1), Secondary Suburban (S-3), and Rural (R-10 and R-20).
- (z) **“RF”** means radio frequency electromagnetic radiation.
- (aa) **“Roof-Mounted Facilities”** means multiple or a singular antenna directly attached to the roof of an existing building, tower, or other structure other than a telecommunications tower.
- (bb) **“Site”** has the same meaning as in Federal Communications Commission 47 C.F.R. § 1.40001(b)(6), as may be amended:
 

For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to

that area in proximity to the structure and to other transmission equipment already deployed on the ground.

(cc) “SMR” means specialized mobile radio.

(dd) “State” means the State of California.

(ee) “Stealth” or “Stealth Facility” means reducing the visibility of an object to appear as part of the structure or surrounding environment by screening, concealment, or camouflage.

(ff) “Structure” means anything for the establishment of which the Planning and Development Agency requires a building permit.

(gg) “Substantial Change” has the same meaning as in Federal Communications Commission 47 C.F.R. § 1.40001(b)(7), as may be amended:

A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

- (i) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten (10%) percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20') feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten (10%) percent or more than ten (10') feet, whichever is greater;  
(A) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.
- (ii) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty (20') feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six (6') feet;
- (iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four (4) cabinets; or, for towers in the public right-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing found cabinets associated with the structure, or else involves installation of found cabinets that are more than ten (10%) percent larger in height or overall volume than any other ground cabinets associated with the structure;
- (iv) It entails any excavation or deployment outside the current site;
- (v) It would defeat the concealment elements of the eligible support structure; or
- (vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified in § 1.40001(b)(7)(i) through (iv).

- (hh) “SUP” means special use permit.
- (ii) “Tower” means any structure designed and built for the purpose of supporting any type of antenna(s). Tower types include, but are not limited to, lattice towers, guyed towers, and monopole towers.
- (jj) “Transmitters” means an electronic device which generates radio waves used for communication purposes.
- (kk) “Utility Pole” means a structure owned and/or operated by a public utility, municipality, or rural electric cooperative that is used to carry lines, cables (television, telephone, etc.), electricity, and/or to provide lighting.
- (ll) “Telecommunications Co-location Facility” means a telecommunications facility that includes co-location facilities.
- (mm) “Zoning Administrator” means the Zoning Administrator of the County.
- (nn) “Zoning Clearance Certificate” means, for purposes of this article; a ministerial over-the-counter certificate of zoning compliance provided by the Planning Department after verification that the proposed use is compatible with the parcel’s zoning and the applicable development standards.

#### **Sec. 9-2.4103. Applicability**

- (a) This article applies to all new telecommunications facilities for the transmission or reception of telecommunication signals.
- (b) The standards set forth in this article apply to all telecommunications facilities and associated equipment.
- (c) The requirements set forth in this article are in addition to any applicable state and federal laws or regulations.

#### **Sec. 9-2.4104. Pre-Existing Facilities**

All telecommunications facilities and accessory buildings that are subject to, but do not meet or comply with this article as of the date of adoption, may continue use as legal nonconforming telecommunications facilities and accessory buildings. All legal nonconforming telecommunications facilities are subject to the following:

- (a) **Repair, maintenance, and alterations.** A lawful nonconforming structure may be repaired, maintained, or altered, including, the repair, removal, replacement, maintenance, and alteration of antennas in the same quantity and substantially the same size, unless otherwise restricted; so long as such work does not result in a substantial change of the structure as defined by this article.
- (b) **Restoration.** A lawful nonconforming structure which is damaged to an extent which does not permit use for the intended purpose may be restored either within one (1) year after the occurrence of the damage or upon the issuance of a special use permit.
- (c) **Enlargement.**
  - 1. A structure, lawfully nonconforming as to yard requirements, height, or lot coverage, may not be added to or enlarged unless the additions and enlargements are made in conformance with the regulations of the applicable zone or upon the issuance of a variance.

2. A structure, lawfully nonconforming for reasons other than those set forth in subsection (1) of this subsection, may be added to or enlarged upon the issuance of a special use permit.
- (d) Relocation.** A lawful nonconforming structure shall not be moved to any other lot or to any other portion of the lot on which it is presently located unless, as a result of the move, the structure shall conform to the regulations of the zone in which the structure will be located after the move.
- (e) Expansion.**
  1. A lawful nonconforming use may be expanded within the structure upon the issuance of a special use permit.
  2. A structure containing a lawful nonconforming use may be added to or enlarged to expand the lawful nonconforming use upon the issuance of a special use permit.

### **Sec. 9-2.4105. Exemptions**

Unless otherwise noted, the following are exempt from the standards set forth in this article:

- (a)** Telecommunications systems utilized as an accessory to residential or commercial uses, internal business, or household communications systems, such as two-way radio communications systems, citizen band radio systems, television antennas, radio antennas, and internet antennas, if compliant with the following requirements:
  - (1) All antennas subject to setback and maximum height requirements set forth in Sec. 9-2.4108(a) and (b), except television antennas and internet antennas are not subject to Sec. 9-2.4108(a) and (b).
  - (2) Exemptions subject to subdivision (a) of this section do not apply to facilities operated, leased to, or used by any FCC licensed commercial telecommunications provider, which includes, but is not limited to, telecommunications providers, specialized mobile radio (SMR) communications providers, personal communications systems (PCS) providers, and radio broadcast facilities.
- (b)** Telecommunications facilities issued a permit by the California Public Utilities Commission or Federal Communications Commission demonstrating exemption or exemption due to any state or federal law.
- (c)** Temporary telecommunications facilities providing public information coverage of a news event for a time period no greater than 30 days.
- (d)** Government-owned communications facilities utilized for a public purpose.
- (e)** Facilities exempted under federal or state law.
- (f)** Ordinary maintenance, repair, or replacement of a lawfully established (including lawful nonconforming) existing telecommunications facility or accessory building that does not result in a substantial change as defined by this article.
- (g)** Telecommunications facilities utilized for temporary use during an emergency or natural disaster.
- (h)** Telecommunications facilities located in the Timberland Production Zone (TPZ).
- (i)** Wireless access points mounted on new poles of any height and mounted at a height of thirty-five (35') feet or less. For exceptions to this exemption, refer to Sec. 9-2.4108(b)(2).
- (j)** Telecommunications facilities meeting the definition of an "eligible facilities request."

## Sec. 9-2.4106. Permits Required

(a) Permits required for telecommunications facilities shall be as specified in Table 1.

**Table 1: Permits Required for Telecommunications Facilities**

Key SUP Special Use Permit ZCC Zoning Clearance Certificate --- Use Not Allowed	Type of Telecommunications Facility			
	Co-Location Facilities	Building Mounted	Pole Mounted	New Tower or Pole
<b>Residential Zones</b>				
Single Family Residential (2-R)	ZCC	ZCC	ZCC	SUP
Single Family Residential (3-R)	ZCC	ZCC	ZCC	SUP
Single Family Residential (7-R)	ZCC	ZCC	ZCC	SUP
Multiple-Family Residential (M-R)	ZCC	ZCC	ZCC	SUP
Suburban (S-1)	ZCC	ZCC	ZCC	SUP
Secondary Suburban (S-3)	ZCC	ZCC	ZCC	SUP
Rural (R-10)	ZCC	ZCC	ZCC	SUP
Rural (R-20)	ZCC	ZCC	ZCC	SUP
<b>Commercial Zones</b>				
Core Commercial (C-1)	ZCC	ZCC	ZCC	SUP
Periphery Commercial (C-2)	ZCC	ZCC	ZCC	SUP
Convenience Commercial (C-3)	ZCC	ZCC	ZCC	SUP
Recreation Commercial (R-C)	ZCC	ZCC	ZCC	SUP
<b>Industrial Zones</b>				
Heavy Industrial (I-1)	ZCC	ZCC	ZCC	SUP
Light Industrial (I-2)	ZCC	ZCC	ZCC	SUP
<b>Recreational Zones</b>				
Prime Recreation (Rec-P)	ZCC	ZCC	ZCC	SUP
Recreation (Rec-1)	ZCC	ZCC	ZCC	SUP
Recreation (Rec-3)	ZCC	ZCC	ZCC	SUP
Recreation (Rec-10)	ZCC	ZCC	ZCC	SUP
Recreation (Rec-20)	ZCC	ZCC	ZCC	SUP
Recreation Open Space (Rec-OS)	ZCC	ZCC	ZCC	SUP
<b>Agricultural Zones</b>				
Agricultural Preserve (AP)	ZCC	ZCC	ZCC	SUP
General Agriculture (GA)	ZCC	ZCC	ZCC	SUP
<b>Timberland Production Zone</b>				
Timberland Production (TPZ)	Exempt	Exempt	Exempt	Exempt
<b>General Forest Zone</b>				
General Forest (GF)	ZCC	ZCC	ZCC	SUP
<b>Mining Zone</b>				
Mining (M)	ZCC	ZCC	ZCC	SUP
<b>Open Space Zone</b>				
Open Space (OS)	---	---	---	---
<b>Lake Zone</b>				
Lake (L)	---	---	---	---

### (b) Facilities Located Near Residential Zones or Near an Airport or Airstrip:

- (1) Excluding co-located facilities complying with Sec. 9-2.4109(d), a special use permit is required for telecommunications facilities in the following circumstances:



- (i) A proposed telecommunications facility will be located within one thousand (1000') feet of a residential zone; or
  - (ii) A proposed telecommunications facility will be located within one thousand (1000') feet of an airport or airstrip; or
  - (iii) A telecommunications facility requiring Airport Land Use Commission (ALUC) review.
- (2) Co-located facilities complying with Sec. 9-2.4109(d) are exempt from the requirements set forth in this section.
- (3) The Zoning Administrator shall make the following findings from the documentation supplied by the applicant to approve the special use permit:
  - (i) Site is the least intrusive; and
  - (ii) A denial would be a violation of federal or state law.
- (c) **Amateur Radio Systems or HAM Radio Systems:** Due to their critical role in the County's Office of Emergency Services (OES), an amateur radio system or ham radio system is required to obtain a zoning clearance certificate for a new tower or pole. See Section 9-2.4108(b)(6) for height requirements.

#### **Sec. 9-2.4107. Permit Application Review and Terms**

- (a) **Application Materials.** Telecommunications facilities applicants are required to provide the following contents on, or as an attachment to, the application:
  - (1) Zoning Clearance Certificate Requirements:
    - (i) Signature(s) of applicant(s) on the application form.
    - (ii) The applicant(s)' name, business address, and phone number(s).
    - (iii) If the applicant is not the record title holder, a copy of the lease (excluding financial terms) or letter of consent from the property owner demonstrating applicant's ability to pursue application.
    - (iv) The use being applied for, as well as a description of the proposed use detailing the following:
      - (aa) Facility operation.
      - (ab) Nature and type of facility, building(s), structure(s), and any associated equipment to be used.
      - (ac) Types of technology and consumer services that will be provided.
      - (ad) Number, size, material, and color of antenna(s).
    - (v) Facility plans which include:
      - (aa) Facility height, elevations, and any other pertinent dimensions drawn to scale.
      - (ab) Height, elevations, and any other pertinent dimensions of accessory building(s) drawn to scale.
    - (vi) The following documentation signed and/or prepared by a licensed professional engineer shall be provided by the applicant:
      - (aa) A report prepared pursuant to Federal Communications Commission Office of Engineering and Technology Bulletin 65 (FCC OET Bulletin 65) demonstrating facility compliance with FCC regulations for general population exposure limits to RF radiation.
      - (ab) A report that demonstrates the support structure can accommodate all applicable loads.

- (vii) Documentation demonstrating that all reasonable efforts have been made to create a facility that is as visually appealing and inconspicuous as possible.
  - (viii) In the event the applicant is subject to licensing by the FCC, documentation proving applicant is licensed by the FCC is required before a building permit is issued.
- (2) **Special Use Permit Requirements.** In addition to all requirements and documentation listed in Sec. 9-2.4107(a)(1)(i)-(viii), the following requirements shall be included when applying for a special use permit:
- (i) Provide documentation evaluating the feasibility of alternative sites, and if available, co-location opportunities.
  - (ii) Plans and graphic depictions, drawn to scale, detailing the following:
    - (aa) Site plans detailing easements, all surface water features, setbacks, facility location, and accessory structure(s)' location.
    - (ab) Preliminary grading and drainage plans, if applicable.
    - (ac) A graphic depiction of all technical criteria utilized to determine facility location.
    - (ad) Simulated photo(s) of proposed facility from public street viewpoint or other potential public viewpoint.
    - (ae) If applicable, a landscape plan detailing location and types of plants that will screen facility.
- (b) Fees.**
- (1) All application fees shall be paid in the amounts set forth in the Planning and Building Services Fee Schedule.
  - (2) The County, at the expense of the applicant, may retain a consultant to provide advice on individual sections of, or all of, the application.
- (c) Approval.** Approval of all permits shall be in accordance with all applicable state and federal rules and regulations relating to the local authorization of telecommunications facilities and structures.
- (d) Performance Security.** As a condition of approval of a discretionary permit:
- (1) The applicant shall post a performance bond in an amount and form determined by the Planning Director that is sufficient to cover the cost of removal and site remediation in the event the facility is abandoned or subject to a revoked permit; or
  - (2) The applicant shall deliver to the County an instrument of credit or letter of credit, indexed for inflation and in a form acceptable to County Counsel, issued by a financial institution subject to regulation by the state or federal government, guaranteeing payment to the County of the funds available pursuant to the instrument of credit or letter of credit, upon demand of the County, to cover the County's cost of removal and site remediation in the event the facility is abandoned or subject to a revoked permit; or
  - (3) The permittee, operator(s), and, if on private property, the real property owner(s) shall enter into and cause to be recorded in the Official Records of Plumas County, a preliminary lien agreement against the facility, all related personal property, and, if applicable, all real private property on which the facility was located to cover the County's cost of removal and site remediation in the event the facility is abandoned or subject to a revoked permit. The last-known permittee or its successor in-interest, operator(s), and, if on private property, the real property owner(s) shall be jointly and severally liable for all costs incurred by the County in connection with removal and site remediation, if the County has to do so; or

- (4) The applicant shall deliver to the County other security instrument, indexed for inflation and acceptable to County Counsel.
- (e) **Indemnification.** As a condition of approval of a discretionary permit, the applicant(s) shall enter into a defense and indemnification agreement with the County in a form acceptable to the County.
- (f) **Administrative Review.** At reasonable intervals, the County may initiate and conduct an administrative review to verify the facility's continued compliance with the conditions of approval under which the application was originally approved.
- (g) **Permit Revocation.** If non-compliant facility is not remedied in a timely manner, the Planning Director shall commence with revocation procedures. The Planning Director will proceed with the following:
  - (1) Notices. The Planning Director shall schedule a public hearing before the Plumas County Board of Supervisors with notice given as set forth in Article 11.5 of Title 9 of this Code and given by certified mail to the person to whom the special use permit was issued.
  - (2) Revocation. The Plumas County Board of Supervisors may revoke such permit or modify the original conditions for failure to comply with any of the conditions imposed or upon evidence of misrepresentation in the issuance of the special use permit. The abatement and remediation of facilities, if required by such revocation, shall be at the expense of the permittee.

## **Section 9-2.4108. General Requirements**

### **(a) Setbacks.**

- (1) The minimum setback from property lines, or if property line is in the middle of a roadway, the edge of the roadway, for all telecommunications facilities is one (1') foot of setback for every foot in facility height plus an additional twenty-five (25') feet. For example, a tower with a height of one hundred (100') feet shall have a minimum setback of one hundred (100') feet plus twenty-five (25') feet for a total setback from the property lines, or edge of roadway if applicable, of one hundred and twenty-five (125') feet.
- (2) Accessory building(s) shall be set back from property lines according to the required setbacks of the primary zone.
- (3) Reduced Setbacks.
  - (i) In the agriculture zones (AP, GA), the Zoning Administrator may approve a reduced setback requirement if:
    - (aa) The telecommunications facility is located adjacent to an existing structure such as a barn, other existing facility, or to a proposed accessory structure aesthetically and architecturally compatible with the surrounding environment, thereby allowing the telecommunications facility to blend with the surrounding area; or
    - (ab) Adjacent property owners consent in writing to a reduced distance, no less than the minimum setback required in the underlying zone.
  - (ii) Setbacks for telecommunications facilities within a non-residential zone and located within five hundred (500') feet of a residential zone, legally established residential dwelling, airport, or airstrip may have setbacks reduced with a variance if the Zoning Administrator finds that:

- (aa) Setback distances for the facility are greater than or equal to setbacks for structures in the underlying zone.
- (ab) The facility is not located within any Special Plan Combining Zone, such as Scenic Areas (SP-ScA), Scenic Roads (SP-ScR), Historical Areas (SP-HA), or Historical Buildings (SP-HB) zones unless the design of the facility will not adversely impact the underlying purpose of the zone.
- (ac) The facility is not located within five hundred (500') feet of any building or feature located on a local or state historic or cultural significance list unless the design of the facility will not adversely impact the historic or cultural significance of such feature.
- (ad) The facility does not present any impacts to the safety, health, and welfare of the public.
- (ae) Reduced setback(s) would not interfere with other standards or requirements set forth in Title 9 of this Code.
- (af) The facility and accessory building(s) are designed to be aesthetically and architecturally compatible with the surrounding environment. For example, the facility incorporates stealth techniques, such as screening, concealment, or camouflaging.
- (iii) Any telecommunications facility located within a non-residential zone at a distance greater than five hundred (500') feet to a residential zone, legally established residential dwelling, airport, or airstrip, and is seeking reduced setbacks, only has to comply with Sec. 9-2.4108(a)(3)(ii)(aa)-(ae).
- (4) Facilities in Public or Private Utility Easements. Facilities located within public or private utility easements are exempt from meeting setback requirements.

**(b) Height.**

- (1) The maximum height for telecommunications facilities in all zones shall be two hundred (200') feet. Towers located within Military Training Routes (MTR) shall have a height no greater than one hundred and fifty (150') feet. Additional height may be approved by the Planning Director based upon justifiable need and consent from the Military within MTR. A variance application may be required for additional height.
- (2) Facilities proposed in residential zones and not meeting the exemption set forth in Sec. 9-2.4105(i), may not exceed thirty-five (35') feet in height. Height requirements may be increased through the approval of a variance. The Zoning Administrator shall make the following findings from the proof supplied by the applicant to approve the variance:
  - (i) Site is the least intrusive; and
  - (ii) A denial would be a violation of federal or state law.
- (3) The height for any facility shall be the minimum required to meet the technical requirements of the proposed facility.
- (4) A roof-mounted telecommunications facility shall be no more than fifteen (15') feet taller than the roof of the structure on which it is mounted. Height requirements may be increased through the approval of a variance. The Zoning Administrator shall make the following findings from the proof supplied by the applicant to approve the variance:
  - (i) Site is the least intrusive; and
  - (ii) A denial would be a violation of federal or state law.
- (5) A two-way radio antenna or television receiving antenna are subject to the maximum height requirement for the zone or no greater than fifty (50') feet.

- (6) An amateur radio system, also known as ham radio system, is subject to a maximum height of seventy (70') feet. Height requirements may be increased through the approval of a variance. The Zoning Administrator shall make the following finding from the proof supplied by the applicant to approve the variance:
    - (i) The design of the proposed antenna installation is the minimum necessary for the reasonable accommodation of the communication needs of the operator as set forth in Federal and/or State rules and regulations.
- (c) Location Guidelines.**
- (1) Telecommunications facilities shall not be located so as to cause obstruction of currently existing or proposed air navigation operations.
  - (2) In residential zones, only one facility is permitted per parcel.
  - (3) In residential zones, multiple facilities may be co-located on a single tower or pole.
  - (4) Any facility located near a public right-of-way may not extend into, under, over, above, or upon a public right-of-way without obtaining an encroachment permit from the Public Works Department or Caltrans.
- (d) Building and Electrical Codes.**
- (1) Telecommunications facilities shall comply with all applicable building and electrical codes. Facilities shall comply with all applicable regulations adopted pursuant to Public Resources Code 4290.
  - (2) Applicant(s) shall submit certification from a registered structural engineer to the Building Department for any tower in excess of thirty (30') feet in height to demonstrate tower will withstand sustained winds as required by the Uniform Building Code.
  - (3) The facility shall be maintained in compliance with all applicable local and state building codes and any other applicable standards for telecommunications facilities.
- (e) Lighting.** All telecommunications facilities shall orient and shield lighting so as to not be intrusive to any residential surrounding areas. All shielding and orienting of lights shall comply with applicable authority's requirements, such as shielding for warning lights complying with FAA requirements.
- (f) Signs.** Telecommunications facilities are permitted to display warning and equipment information signs. Commercial displays or advertising of any kind on any portion of the facility or accessory building(s) shall not be permitted.
- (g) Aesthetics.** In residential zones, reasonable efforts shall be made to create a telecommunications facility with accessory buildings, whether new or co-located, that are architecturally similar with existing structures or styles in the surrounding area including colors, textures, and ornamentation.
- (h) Deed Restrictions.** The installation of a facility shall not violate any existing deed restrictions.
- (i) Vehicle Access.** Per Plumas County Code Sections 9-4.501(b)-(d), all facilities shall have a road, the portion of which that is under the control of the applicant, with an unobstructed horizontal traveled surface not less than fourteen (14') feet in width, excluding shoulders, and a minimum unobstructed vertical clearance of fifteen (15') feet. All such roads shall be capable of supporting a minimum load of forty thousand (40000 lbs.) pounds and all culverts, bridges, and other appurtenant structures which supplement the roadway bed or shoulders shall be constructed to carry at least the maximum load and provide the minimum vertical clearance as required by Vehicle Code Sections 35250 and 35550 through 35796. Applicant

shall provide engineering specifications to support design, if requested by the County Engineer. Federal lands shall be exempt from this subdivision.

- (j) **Accessory Equipment Storage.** All telecommunications facilities and accessory buildings shall be used to store accessory equipment and supplies necessary for the support of the facility. Only in emergency cases may accessory equipment or vehicles be stored outdoors.

(k) **Federal and State Regulations.**

- (1) All facilities are subject to current regulations set forth by the FAA, the FCC, and all state and federal agencies with authority over telecommunications facilities.
- (2) All facilities shall maintain compliance with state and federal standards or regulations at all times. A facility out of compliance due to recent changes in state and/or federal standards or regulations shall be brought into compliance by the facility owner and/or operator within six (6) months of the effective date of such standards or regulations, unless the state or federal agency mandates a more stringent compliance timeline.
- (3) A facility not brought into compliance with federal and/or state regulations constitutes grounds for the County's commencement of permit revocation procedures set forth in this article.

(l) **Emissions.**

- (1) A biennial RF/EMF emissions report, prepared in accordance with FCC reporting standards, shall be submitted to the Plumas County Planning Department by the facility owner or operator demonstrating facility compliance with FCC OET Bulletin 65: provided however, if no changes have been made to the facility during the reporting period that would materially increase the RF/EMF emissions at the facility, a written certification of such shall be submitted in lieu of said report.
- (2) A facility shall not generate a hazard to the health, safety, and welfare of the public due to RF/EMF emissions greater than exposure limits allowed by FCC OET Bulletin 65. If exposure limits are exceeded, the facility owner or operator shall promptly determine the transmitter(s) of concern and shall cause such to cease operation until it(they) is(are) brought into compliance with FCC OET Bulletin 65.

- (m) **Landscaping.** In residential zones, if visual impacts cannot be avoided, a screen of plant materials shall be utilized to obscure the facility from public view. The buffer shall consist of non-invasive/native plant material. The outside perimeter of the facility shall have a landscaped strip no less than five (5') foot in width. In locations where the visual impact of the facility would be minimal, the landscaping requirement may be reduced or waived. If a facility is located on a large, wooded lot, the natural growth and trees shall suffice for the screen.

- (n) **Security and Fencing.** Facility, including accessory building(s) and equipment, shall be secured at all times and have a security fence of six (6') feet or more in height or other security measures appropriate to the site conditions to prevent access by the public.

- (o) **Maintenance.** Site and the facility, including accessory building(s), fencing, paint used to demonstrate caution, landscaping, lighting (aviation warning lights, etc.), and all related equipment shall be maintained in accordance with all approved plans and on a routine basis for the life of the facility. The following requirements shall be adhered to:

- (1) In residential zones, maintenance hours shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Saturday, excluding emergency repairs.

- (2) In the case of failure or malfunction of an antenna structure identification or warning light system, all reporting and corrective work shall be accomplished in accordance with the then-current requirements established by the FAA.
- (p) **Cultural Resources.** Should development activities reveal the presence of cultural resources (i.e., artifact concentrations, including, but not limited to, projectile points and other stone tools or chipping debris, cans, glass, etc.; structural remains; human skeletal remains), work within 50 feet of the find shall cease immediately until a qualified professional archaeologist can be consulted to evaluate the remains and implement appropriate mitigation procedures. Should human skeletal remains be encountered, State law requires immediate notification of the County Coroner. Should the County Coroner determine that such remains are in an archaeological context, the Native American Heritage Commission in Sacramento shall be notified immediately, pursuant to State law, to arrange for Native American participation in determining the disposition of such remains.

#### **Sec. 9-2.4109. Facility Design Standards**

- (a) **Building Façade-Mounted Facilities in Commercial Zoning (Core Commercial (C-1), Periphery Commercial (C-2), Convenience Commercial (C-3), and Recreation Commercial (R-C)), Industrial Zoning (Heavy Industrial (I-1) and Light Industrial (I-2)), Residential Zoning (Single Family Residential(2-R, 3-R, and 7-R) and Multiple-Family Residential (M-R)), Recreational Zoning ( Prime Recreation(Rec-P), Recreation(Rec-1, Rec-3, Rec-10, and Rec-20), Recreation Open Space (Rec-OS)), Agricultural Zoning (Agricultural Preserve (AP) and General Agriculture (GA)), General Forest (GF), and Mining (M).**
- (1) **Visibility.** To minimize the appearance of facilities extending above the roofline of any structure, stealth techniques shall be utilized or facility shall be painted and textured to blend with the existing structure on which it is mounted.
- (2) **Maximum Coverage.** Total facility coverage of a facility mounted to the face of an existing structure may not exceed ten (10%) percent of the square footage of the building face or thirty-two (32 ft<sup>2</sup>) square feet per façade, whichever is less.
- (3) **Maximum Extension from Façade.** A facility shall not extend more than eighteen (18”) inches from the building face.
- (4) **Minimum Installation Height.** The lowest portion of all facilities shall be located a minimum of fifteen (15’) feet above grade level.
- (5) **Accessory Buildings.** Under no circumstances shall any structure utilized for a telecommunications facility be constructed or placed within a setback. Acceptable placements of accessory buildings are on the existing building’s roof, within the existing building, or on the premises surrounding the existing building.
- (b) **Roof-Mounted Facilities in Commercial Zoning (Core Commercial (C-1), Periphery Commercial (C-2), Convenience Commercial (C-3), and Recreation Commercial (R-C)), Industrial Zoning (Heavy Industrial (I-1) and Light Industrial (I-2)), Residential Zoning ( Single Family Residential(2-R, 3-R, and 7-R) and Multiple Family Residential (M-R)), Recreational Zoning (Prime Recreation(Rec-P), Recreation(Rec-1, Rec-3, Rec-10, and Rec-20), Recreation Open Space (Rec-OS)), Agricultural Zoning (Agricultural Preserve (AP) and General Agriculture (GA)), General Forest (GF), and Mining (M).**



- (1) **Setback.** The minimum setback for roof-mounted facilities is one (1') foot of setback for every foot in facility height. For example, a tower with a height of ten (10') feet shall have a minimum setback of ten (10') feet. The setback shall be measured from the roof's edge nearest the facility.
  - (2) **Maximum Height.** A roof-mounted facility shall not exceed the maximum building height of the underlying zone or ten (10') feet above the existing roofline, whichever is less. The height is measured from the base of the facility, which is affixed to the roof of the building, to the top of the facility. Additional height may be approved by the Zoning Administrator based upon justifiable need.
  - (3) **Accessory Buildings.** Under no circumstance shall any accessory building utilized for a facility be constructed or placed within a setback. Acceptable placements of accessory buildings are on the existing building's roof, within the existing building, or on the premises surrounding the existing building.
- (c) Existing Pole or Tower Mounted Facilities.**
- (1) **Setback.** Facilities mounted on an existing pole or tower are not subject to setback requirements.
  - (2) **Height.** The overall height of an existing pole, tower, or co-location facility may increase by approval of a variance or other zoning approval as required for the zone in which the facility is located, based upon justifiable need.
- (d) Co-Located Facilities.**
- (1) As set forth in California Government Code Section 65850.6, a co-location facility is permitted with the approval of a zoning clearance certificate if it complies with the following requirements:
    - (i) The telecommunications co-location facility on which the co-location facility is proposed on, or immediately adjacent to, was subject to a discretionary permit by the County and an environmental impact report was certified, or a negative declaration or mitigated negative declaration was adopted for the telecommunications co-location facility in compliance with the California Environmental Quality Act (Division 13(commencing with Section 21000) of the Public Resources Code), the requirements of Section 21166 do not apply, and the co-location facility incorporates required mitigation measures specified in that environmental impact report, negative declaration, or mitigated negative declaration.
    - (ii) State and local requirements, including the Plumas County General Plan, any applicable community plan or specific plan, and Title 9, Planning and Zoning, of this Code.
  - (2) A telecommunications co-location facility proposed on, or immediately adjacent to an existing co-location facility that was not subject to a County discretionary permit pursuant to Sec. 9-2.4109(d)(1) shall require the approval of a special use permit, comply with all standards listed in Sec. 9-2.4109(d)(1)(ii), and shall comply with the California Environmental Quality Act through certification of an environmental impact report, or adoption of a negative declaration or mitigated negative declaration.
  - (3) Telecommunications co-location facilities are permitted subject to the approval of a zoning clearance certificate if in compliance with the standards listed in Sec. 9-2.4109(d)(1) and the following standards:
    - (i) All co-location facilities are subject to the requirements set forth in Sec. 9-2.4108 General Requirements.

- (ii) No facility shall extend from pole or tower greater than existing facilities mounted on pole or tower.
- (iii) Co-location facility is compliant with RF exposure limits set forth by the FCC.
- (iv) Accessory buildings are placed on the existing building's roof, within the existing building, or on the premises surrounding the existing building outside of setback, if located in Commercial Zoning (Core Commercial (C-1), Periphery Commercial (C-2), Convenience Commercial (C-3), or Recreation Commercial (R-C)), Industrial Zoning (Heavy Industrial (I-1) and Light Industrial (I-2)), Residential Zoning (Single Family Residential (2-R, 3-R, and 7-R) and Multiple Family Residential (M-R)), Recreational Zoning (Prime Recreation (Rec-P), Recreation (Rec-1, Rec-3, Rec-10, and Rec-20), Recreation Open Space (Rec-OS)), Agricultural Zoning (Agricultural Preserve (AP) and General Agriculture (GA)), General Forest (GF), and Mining (M)).

### **Sec. 9-2.4110. Facility Abandonment, Removal, and Remediation**

- (a) A facility not maintained for ready use by telecommunications providers for a continuous period of twelve (12) months may be considered abandoned and designated as unlawful and as a public nuisance. To ensure a facility is not deemed abandoned and is being maintained, a written maintenance certificate shall be submitted to the Planning Department once per year.
- (b) Within ninety (90) days of receiving written notice from the County following its formal abandonment procedure, the facility owner and/or operator shall remove and remediate facility in its entirety, including accessory building(s) and associated equipment, returning the site to the original pre-construction state. If the abandoned facility is not removed and remediated within ninety (90) days, the County may have the facility removed and remediated, if necessary, and exercise its rights under Performance Security. Refer to Sec. 9-2.4107(e) regarding Performance Security.
- (c) All owners and/or operators with the intent to abandon a facility shall notify the County of such intentions no less than thirty (30) days prior to final day of use.
- (d) If two or more users are utilizing a single facility, the facility shall not be considered abandoned until operation from all users has ceased.
- (e) Facilities for which any permits have been revoked are subject to subdivisions (b)-(d) of this section.

## **Article 6.5 – Zoning Clearance Certificate**

### **Sec. 9-2.651. Purpose**

A zoning clearance certificate certifies that a proposed development or project conforms with all current requirements of the Zoning regulations and, if applicable, the terms and conditions of any previously approved development permit or variance.

### **Sec. 9-2.652. Required Zoning Clearance Certificate**

A zoning clearance certificate is required whenever a building permit for a certain use, as specified in this Chapter, is required and must be secured prior to the issuance of the building permit.

### **Sec. 9-2.653. Filing and Processing Applications for a Zoning Clearance Certificate**

(a) *Applications.* Any private individual or commercial entity may apply for a zoning clearance certificate in conjunction with or prior to application for a building permit for a proposed development or operation. Planning and Building Services shall provide standard forms on which applications for zoning clearance certificates can be filed. Applications for a zoning clearance certificate shall be filed with the Planning Division of Planning and Building Services on the forms provided. At the time the application is filed, the applicant shall submit the required filing fees prescribed by the Board of Supervisors. The application for the zoning clearance certificate shall contain the following information:

- (1) Signature(s) of applicant(s) on the application form.
- (2) The applicant(s) name, business address, and phone number(s).
- (3) If the applicant is not the record title holder, a copy of the lease (excluding financial terms) or letter of consent from the property owner demonstrating applicant's ability to pursue application.
- (4) The use being applied for, as well as a description of the proposed use detailing the following:
  - (i) Facility operation.
  - (ii) Nature and type of facility, building(s), structure(s), and any associated equipment to be used.
  - (iii) Types of technology and consumer services that will be provided.
  - (iv) Information on number, size, material and color of building and structures.
- (5) Facility plans including the following:
  - (i) Facility height, elevations and any other pertinent dimensions drawn to standard architect or engineer scale.
  - (ii) Height, elevations, and any other pertinent dimensions of accessory structure(s) drawn to standard architect or engineer scale.

- (iii) Documentation showing that reasonable efforts have been made to create a facility that is as visually appealing and inconspicuous as possible.
- (6) For a zoning clearance certificate pertaining to any telecommunication facility, the following documentation signed and/or prepared by a licensed professional engineer shall be provided by the applicant:
  - (i) A report prepared pursuant to Federal Communications Commission Office of Engineering and Technology Bulletin 65 demonstrating facility compliance with Federal Communications Commission regulations for general population exposure limits to radio frequency (RF) radiation.
  - (ii) A report that demonstrates the support structure can accommodate all applicable loads.
- (7) In the event the applicant is subject to licensing by the Federal Communications Commission, documentation proving applicant is licensed by the Federal Communications Commission is required before a building permit is issued.
- (b) *Processing.* Within five (5) working days of accepting an application as complete, the Planning Division shall review the proposed development for conformance with the Plumas County Zoning Regulations and, if applicable, the terms and conditions of any previously approved development permit or variance.
- (c) *Issuance.* Upon completion of the required Planning Division review, zoning clearance certificates shall be approved and immediately issued by the Director, or designee, if, based upon information provided by the applicant, all of the following findings are made:
  - (i) The proposed development or operation conforms with all requirements of the Plumas County Zoning Regulations; and
  - (ii) The proposed development or operation complies with the terms and conditions of any applicable permit and/or subdivision map that was previously approved for such development or operation; and
  - (iii) The proposed development or operation is not located on the same property where conditions exist or activities are being conducted which are a part of the proposed development or operation and in violation of Plumas County Code, unless the zoning clearance a) is necessary for the abatement of the existing violation(s); or b) addresses an imminent health and/or safety violation; or c) facilitates an accessibility improvement to a structure or site for ADA compliance; or d) the applicant has executed and recorded an enforcement agreement with the County to cure the violation.

Written notification of the Director's decision shall be transmitted to the Building Division within five (5) working days of the decision.

**Sec. 9-2.415. - Public utility facilities.**

Underground public utility facilities shall be permitted in all zones except the Open Space Zone (OS).

The provisions of this chapter shall not apply to public utility transmission and distribution lines, towers and poles, except that the routes of all proposed overhead transmission lines shall be submitted to the Commission for recommendation and approval prior to the acquisition of rights-of-way therefor.

Telecommunications facilities shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

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

**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.
- (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.
- (d) Telecommunications facilities in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 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)

**Sec. 9-2.1402. - Uses (M-R).**

(a) The following uses shall be permitted in the Multiple-Family Residential Zone (M-R):

- (1) Dwelling units and manufactured homes, excluding additional quarters, at the ratio of up to one dwelling unit or manufactured home for each 1/21.8 acre of lot area; 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 business, one- or two-person business offices, and one- or two-person personal services.

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

- (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H and FFA animal projects, health services, home businesses, limited administrative offices, lodging facilities, parking lots, places of assembly, public utility facilities, public service facilities, recreation facilities, rooming facilities, and schools.

(c) Telecommunications facilities in the Multiple-Family Residential Zone (M-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 10, Ord. 86-623, eff. February 6, 1986; § 2, Ord. 89-713, eff. July 13, 1989; § 3, Ord. 89-716, eff. October 5, 1989; § 1, Ord. 89-719, eff. November 2, 1989; § 1, Ord. 91-759, eff. August 1, 1991; § 1, Ord. 92-787, eff. July 16, 1992; § 3, Ord. 93-817, eff. November 11, 1993; § 7, Ord. 99-924, eff. November 11, 1999; and § 2, Ord. No. 2007-1061, adopted November 6, 2007)



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

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

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

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

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

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

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

(d) Telecommunications facilities in the Suburban Zone (S-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 11, Ord. 86-623, eff. February 6, 1986, § 2, Ord. 89-716, eff. October 5, 1989, § 1, Ord. 92-787, eff. July 16, 1992, § 4, Ord. 93-817, eff. November 11, 1993, § 8, Ord. 99-924, eff. November 11, 1999; § 2, Ord. 00-932, eff. June 8, 2000; and § 2, Ord. No. 2007-1061, adopted November 6, 2007)

**Sec. 9-2.1602. - Uses (S-3).**

(a) The following uses shall be permitted in the Secondary Suburban Zone (S-3):

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

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

- (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
- (2) Home industry, nurseries, and animal breeding and boarding.

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

- (1) Dwelling units and mobile 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.

(d) Telecommunications facilities in the Secondary Suburban Zone (S-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 12, Ord. 86-623, eff. February 6, 1986, § 2, Ord. 89-716, eff. October 5, 1989, § 1, Ord. 92-787, eff. July 16, 1992, § 3, Ord. 92-800, eff. January 21, 1993, and § 9, Ord. 99-924, eff. November 11, 1999; and § 2, Ord. 00-932, eff. June 8, 2000; and § 2, Ord. No. 2007-1061, adopted November 6, 2007)

**Sec. 9-2.1702. - Uses (R-10).**

(a) The following uses shall be permitted in the Rural Zone (R-10):

- (1) One dwelling unit; one guest house; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;
- (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and
- (3) Wildlife management, kennels, and veterinary services.

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

- (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, schools; and
- (2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.

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

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

(d) Telecommunications facilities in the Rural Zone (R-10) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 13, Ord. 86-623, eff. February 6, 1986, § 2, Ord. 89-716, eff. October 5, 1989, § 1, Ord. 92-787, eff. July 16, 1992, and § 10, Ord. 99-924, eff. November 11, 1999; § 2, Ord. 00-932, eff. June 8, 2000; and § 2, Ord. No. 2007-1061, adopted November 6, 2007)

**Sec. 9-2.1802. - Uses (R-20).**

(a) The following uses shall be permitted in the Rural Zone (R-20):

- (1) One dwelling unit; one guest house; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;
- (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and
- (3) Wildlife management, kennels, and veterinary services.

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

- (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, schools; and
- (2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.

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

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

(d) Telecommunications facilities in the Rural Zone (R-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 14, Ord. 86-623, eff. February 6, 1986, § 2, Ord. 89-716, eff. October 5, 1989, § 1, Ord. 92-787, eff. July 16, 1992, and § 11, Ord. 99-924, eff. November 11, 1999; § 2, Ord. 00-932, eff. June 8, 2000; and § 2, Ord. No. 2007-1061, adopted November 6, 2007)

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

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

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

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

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

(c) Telecommunications facilities in the Core Commercial Zone (C-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 15, Ord. 86-623, eff. February 6, 1986, § 1, Ord. 89-719, eff. November 2, 1990, § 1, Urgency Ord. 91-757, eff. July 18, 1991 § 1, Ord. 91-759, eff. August 1, 1991; § 1, Ord. 94-836, eff. July 14, 1994; § 1, Ord. No. 2005-1031, adopted August 9, 2005; and § 2, Ord. No. 2007-1061, adopted November 6, 2007)

**Sec. 9-2.2002. - Uses. (C-2).**

(a) The following uses shall be permitted in the Periphery Commercial Zone (C-2):

- (1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, heavy equipment sales, heavy equipment services, lodging facilities, personal services, places of assembly, postal services, prefabricated building sales, recreation facilities, restaurants, retail stores, self-service facilities, taverns, vehicle sales, vehicle services, wholesale commercial supply, and parking lots;
- (2) One dwelling unit where the residential use does not exceed the floor area of the commercial use or one dwelling unit on the rear fifty (50%) percent of the parcel; and
- (3) Dwelling units on the second floor if the entire first floor is in commercial use.

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

- (1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, indoor shooting ranges, storage, transport stations, undertaking, used goods sales, veterinary services, warehousing, and wholesaling; and
- (2) Assembly, manufacturing, and processing which are based upon materials which are already in processed form.

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

- (1) Dwelling units on the rear fifty (50%) percent of the parcel.

(d) Telecommunications facilities in the Periphery Commercial Zone (C-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 16, Ord. 86-623, eff. February 6, 1986, § 1, Ord. 89-719, eff. November 2, 1989, § 1, Urgency Ord. 91-757, eff. July 18, 1991, § 1, Ord. 91-759, eff. August 1, 1991; and § 2, Ord. 94-832, eff. June 9, 1994; and § 2, Ord. No. 2007-1061, adopted November 6, 2007)

**Sec. 9-2.2102. - Uses (C-3).**

(a) The following uses shall be permitted in the Convenience Commercial Zone (C-3):

- (1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, heavy equipment services, farm supply sales, health services, laundromats, lodging facilities, personal services, places of assembly, limited recycling facilities, postal services, recreation facilities, restaurants, retail stores, taverns, parking lots, and vehicles services;
- (2) One dwelling unit where the residential use does not exceed the floor area of the commercial use or one dwelling unit on the rear fifty (50%) percent of the parcel; and
- (3) Dwelling units on the second floor if the entire first floor is in commercial use.

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

- (1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, schools, storage, used goods sales, veterinary services, and transport stations.

(c) Telecommunications facilities in the Convenience Commercial Zone (C-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 17, Ord. 86-623, eff. February 6, 1986, § 1, Ord. 89-719, eff. November 2, 1989, § 1, Urgency Ord. 91-757, eff. July 18, 1991, § 1, Ord. 91-759, eff. August 1, 1991, § 2, Ord. 94-832, eff. June 9, 1994; § 5, Ord. 99-915, eff. June 3, 1999; and § 2, Ord. No. 2007-1061, adopted November 6, 2007)



**Sec. 9-2.2202. - Uses (R-C).**

- (a) The following uses shall be permitted in the Recreation Commercial Zone (R-C):
- (1) Boat ramps, boat services, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, laundromats, lodging facilities, marinas, personal services, places of assembly, postal services, limited recycling facilities, recreation facilities, resorts, restaurants, retail stores, and taverns;
  - (2) One dwelling unit where the residential use does not exceed the floor area of the commercial use or one dwelling unit on the rear fifty (50%) percent of the parcel; and
  - (3) Dwelling units on the second floor if the entire first floor is in commercial use.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
- (1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, veterinary services, wholesale commercial supply, parking lots, transport stations, and storage.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
- (1) Dwelling units on the rear fifty (50%) percent of the parcel.
- (d) Telecommunications facilities in the Recreation Commercial Zone (R-C) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.
- (§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 18, Ord. 86-623, eff. February 6, 1986; § 1, Ord. 89-719, eff. November 2, 1989; § 1, Urgency Ord. 91-757, eff. July 18, 1991; § 1, Ord. 91-759, eff. August 1, 1991; § 1, Ord. 2004-1001, adopted February 10, 2004; and § 2, Ord. No. 2007-1061, adopted November 6, 2007)

**Sec. 9-2.2302. - Uses (Rec).**

(a) The following uses shall be permitted in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20):

- (1) Boat ramps, boat services, camp grounds, loading facilities, marinas, postal services, recreation facilities, and resorts;
- (2) When in conjunction with and subordinate to a use permitted by subsection (1) of this subsection, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, Laundromats, personal services, places of assembly, limited recycling facilities, restaurants, retail stores, and taverns; and
- (3) One dwelling unit or limited residential alcohol and drug recovery facility.

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

- (1) Alcohol and drug recovery facilities, community care facilities, mining, public service facilities, public utility facilities, recycling facilities, rooming facilities, and schools;
- (2) In Rec-P, Rec-1 and Rec-3: Indoor shooting ranges;
- (3) In Rec-10 and Rec-20: Limited electric generation and shooting ranges.

(c) The following uses shall be permitted subject to the issuance of a planned development permit: dwelling units in recreation-oriented residential developments at the ratio of up to:

- (1) Rec-P: seven (7) per acre;
- (2) Rec-1: one to three (3) acres per dwelling unit;
- (3) Rec-3: three (3) to ten (10) acres per dwelling unit;
- (4) Rec-10: ten (10) to twenty (20) acres per dwelling unit; and
- (5) Rec-20: twenty (20) acres per dwelling unit.

(d) Telecommunications facilities in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 19, Ord. 86-623, eff. February 6, 1986, Ord. 86-643, eff. November 6, 1986, § 1, Ord. 89-719, eff. November 2, 1989, § 1, Urgency Ord. 91-757, eff. July 18, 1991; § 1, Ord. 91-759, eff. August 1, 1991; and § 2, Ord. No. 2007-1061, adopted November 6, 2007)

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

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

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

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

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

(c) Telecommunications facilities in the Recreation-Open Space Zone (Rec-OS) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

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

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

- (a) The following uses shall be permitted in the Heavy Industrial Zone (I-1) subject to site development review as set forth in Article 11.3 of this chapter:
  - (1) Assembly, building supply, manufacturing, processing, electric generation, junk yards, salvage operations, public utility facilities, heavy equipment sales, heavy equipment services, storage, and transport stations;
  - (2) Retail sales and wholesaling when associated with and appurtenant to a use permitted in subsection (1) of this subsection and subsection (b) of this section;
  - (3) One dwelling unit when in conjunction with an industrial use; and
  - (4) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
  - (1) Mining and public service facilities; and
  - (2) Permitted uses which exceed the height limitations.
- (c) Telecommunications facilities in the Heavy Industrial Zone (I-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

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

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

- (a) The following uses shall be permitted in the Light Industrial Zone (I-2) subject to site development review as set forth in Article 11.3 of this chapter:
  - (1) Assembly, manufacturing, and processing which are based upon materials which are already in processed form;
  - (2) Building supply, car wash, storage, transport stations, warehousing, wholesaling, public utility facilities, vehicle sales and vehicle services;
  - (3) Retail sales when associated with and appurtenant to a use permitted in subsections (1) and (2) of this subsection and subsection (b) of this section;
  - (4) One dwelling unit when in conjunction with an industrial use; and
  - (5) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit.
  - (1) Junk yards, salvage operations, heavy equipment services, places of assembly, and public service facilities.
- (c) Telecommunications facilities in the Light Industrial Zone (I-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

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

**Sec. 9-2.2802. - Uses (OS).**

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

(1) Wildlife management.

(b) Telecommunications facilities in the Open Space Zone (OS) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

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

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

- (a) The following uses shall be permitted in the Lake Zone (L):
  - (1) Water impoundment, hydroelectric generation, grazing, timber management, wildlife management, and docks.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
  - (1) Boat ramps, marinas, and recreation facilities.
- (c) Telecommunications facilities in the Lake Zone (L) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

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

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

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

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

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

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

(c) Telecommunications facilities in the Agricultural Preserve Zone (AP) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

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



**Sec. 9-2.3102. - Uses (GA).**

- (a) The following uses shall be permitted in the general Agriculture Zone (GA):
    - (1) Agriculture, timber management, wildlife management, agricultural product sales, animal breeding and boarding, and employee housing;
    - (2) One dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; and
    - (3) Child day care homes, limited child day care homes, and home businesses.
  - (b) The following uses shall be permitted subject to the issuance of a special use permit:
    - (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, agricultural auction yards, transport stations, veterinary services, outdoor shooting ranges, and hunting clubs; and
    - (2) On land of a soil type not suitable for identification as an important agricultural area, noncommercial camp grounds, recreation facilities, and resorts.
  - (c) The following uses shall be permitted subject to the issuance of a planned development permit:
    - (1) Dwelling units at the ratio of up to one per each forty (40) acres of lot area.
  - (d) Telecommunications facilities in the General Agriculture Zone (GA) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.
- (§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 24, Ord. 86-623, eff. February 6, 1986, and Exh. A, § 6, Ord. 873, eff. October 31, 1996)

**Sec. 9-2.3202. - Uses (TPZ).**

The following uses shall be permitted in the Timberland Production Zone (TPZ):

- (a) The growing and harvesting of timber, including Christmas trees, and measures to protect such timber;
- (b) The following uses, except in specific instances where such a use would significantly detract from the use of property for the uses set forth in subsection (a) of this section:
  - (1) Management for watershed;
  - (2) Management for fish and wildlife habitat and hunting and fishing;
  - (3) Uses integral to the uses set forth in subsection (a) of this section, including forest management roads, log landings, log storage areas, and temporary portable wood processing equipment;
  - (4) Management for the use of other natural resources where less than three (3) acres of land is converted to non-timberland use and hydroelectric generation subject to site development review as set forth in Article 11.3 of this chapter;
  - (5) Grazing;
  - (6) Public utility facilities as permitted by Section 9-2.415 of Article 4 of this chapter;
  - (7) A residence or other structure necessary for the management of a parcel zoned as timberland production if such parcel is 160 acres or greater in size; child day care homes; and limited child day care homes; and
  - (8) Where a single parcel is partially zoned timberland production and agricultural, structures necessary for the management of agricultural land may be located within the timberland production area; and
- (c) Subject to the issuance of a special use permit:
  - (1) Public service facilities.
- (d) Telecommunications facilities in the Timberland Production Zone (TPZ) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 25, Ord. 86-623, eff. February 6, 1986)

**Sec. 9-2.3302. - Uses (GF).**

(a) The following uses shall be permitted in the General Forest Zone (GF):

- (1) Timber management, agriculture, wildlife management, and animal breeding and boarding;
- (2) One dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; and
- (3) Child day care homes, limited child day care homes, and home businesses.

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

- (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, outdoor shooting ranges, and hunting clubs.

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

- (1) Dwelling units at the ratio of up to one per each forty (40) acres of lot area.

(d) Telecommunications facilities in the General Forest Zone (GF) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 26, Ord. 86-623, eff. February 6, 1986, and Exh. A, § 7, Ord. 873, eff. October 31, 1996)

**Sec. 9-2.3402. - Uses (M).**

(a) The following uses shall be permitted in the Mining Zone (M):

- (1) Mining, agriculture, timber management, hydroelectric generation, water impoundment, public utility facilities, animal breeding and boarding, and limited electric generation;
- (2) One dwelling unit; and
- (3) Child day care homes and limited child day care homes.

(b) The following uses shall be permitted subject to site development review as set forth in Article 11.3 of this chapter:

- (1) Hydroelectric generation.

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

- (1) Recreation facilities and public service facilities.

(d) Telecommunications facilities in the Mining Zone (M) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 27, Ord. 86-623, eff. February 6, 1986)