



STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
AGENDA
REGULAR MEETING

Lee Adams, Chair, District 1

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

Peter W. Huebner, Vice-Chair, District 2

P.O. Box 349 - Sierra City, CA 96125 - 530-862-1004 - supervisor2@sierracounty.ca.gov

Paul Roen, District 3

P.O. Box 43 - Calpine, CA - 209-479-2770 - supervisor3@sierracounty.ca.gov

Jim Beard, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-414-8126 - jbeard@sierracounty.ca.gov

Scott A. Schlefstein, District 5

P.O. Box 192 - Loyalton, CA 96118 - 530-993-4900 - supervisor5@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on October 4, 2016 in the Board of Supervisors' Chambers, Courthouse, Downieville, CA. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 48 hours prior to the meeting. The Clerk of the Board may be reached at 530-289-3295 or at the following addresses:

Heather Foster
Clerk of the Board of Supervisors
County of Sierra
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936
clerk-recorder@sierracounty.ca.gov

All items posted on the agenda, including under correspondence, may be acted upon by the Board of Supervisors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

The Board of Supervisors may hold a Closed Session as the agenda schedule permits.

REGULAR AGENDA

1. 9:00 A.M. STANDING ORDERS

- Call to Order
- Pledge of Allegiance
- Roll Call
- Approval of Consent Agenda, Regular Agenda and Correspondence to be addressed by the Board

2. PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board not on this posted agenda may be addressed by the general public during the Public Comment Opportunity time. No action may be taken or substantive discussion pursued on matters not on the posted agenda. Public comment is regulated by the Sierra County Board of Supervisors' Rules and Procedures. You may obtain a copy of the Public Comment rules from the Clerk. The Board limits public comment to three minutes per person and not more than three individuals addressing the same subject.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Board members will report on committee meetings and/or activities. Board members or members of the public may ask questions for clarification but no action will be taken.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

Department Managers may provide brief reports on activities within their departments. Board members or members of the public may ask questions for clarification but no action will be taken.

5. FOREST SERVICE UPDATE

Update by District Ranger on items that may affect the County of Sierra.

6. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

- 6.A. Resolution authorizing use of Title 3 funds in the total amount of \$15,707.93, \$14,306 left from allocations made under Resolution 2012-022, and \$1,401.93 from allocations made under 2006-010 to reimburse the Sierra County Public Works in the amount of \$9,160.90 and Sierra County Service Area 5 in the amount of \$6,547.03, for costs of support to the associated California Conservation Corps project of clearing/landscaping within 200 feet of most homes in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks in the Bear Valley Road area in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

Documents:

[Title 3 CCC Project.Item.pdf](#)

7. BOARD OF SUPERVISORS

- 7.A. Continued discussion/direction regarding response to the 2015/2016 Sierra County Grand Jury Report. (CHAIR ADAMS)

Documents:

[Grand Jury Report.pdf](#)

- 7.B. Appointment of a board representative and alternate to the California State Association of Counties (CSAC) Board of Directors for 2017. (CHAIR ADAMS)

Documents:

[CSAC Appointment.pdf](#)

8. TIMED ITEMS

- 8.A. 10:00 AM ALLIANCE FOR WORKFORCE DEVELOPMENT

Presentation on the Alliance for Workforce Development, Inc. operations in Sierra County.

Documents:

[AFWD Update.pdf](#)

- 8.B. 10:30 AM PUBLIC HEARING - ZONE AMENDMENT

1. Conduct public hearing on a County Initiated Zone Amendment from General Forest (GF) District to Rural Residential-5 (RR-5) District on a 4.13 acre parcel identified as APN 006-120-003, to bring the zoning into conformance with the General Plan.
2. Resolution approving the zone amendment from General Forest (GF) District to Rural Residential-5 (RR-5) District and CEQA exemption.
3. Introduction and adoption of an ordinance amending Section 15.12.320 .80 (e) of the Sierra County Code to rezone 4.13 acres from General Forest (GF) District to Rural Residential-5 (RR-5) District to be consistent with Sierra County General Plan.

Documents:

[CIZA_Packet.pdf](#)

- 8.C. 11:00 AM APPEAL HEARING - NOTICE TO ABATE

Appeal of Notice to Abate Unlawful Marijuana Cultivation filed by Sarah J. Lang (Grew) and Tristan Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants, APN 006-130-027-00.

Documents:

[Grew Abatement Appeal.pdf](#)

9. CLOSED SESSION

- 9.A. Closed Session pursuant to Government Code Section 54957 - performance review regarding Director of Health and Human Services.

Documents:

[Closed Session Performance Review.pdf](#)

- 9.B. Closed Session pursuant to Government Code 54956.9(a) to discuss the following litigation: Thomas Moellman v. County of Sierra, Sierra County Superior Court Case No. 7614.

Documents:

[Closed Session Moellman.pdf](#)

10. CONSENT AGENDA

Items placed on the Consent Agenda are of a routine and non-controversial nature and are approved by a blanket roll call vote. At the time the Consent Agenda is considered, items may be deleted from the Consent Agenda by any Board member or Department Manager and added to the Regular Agenda directed by the Chairman.

- 10.A. Approval to move forward with Mark Warren, MAI, for proposed appraisal services for 202 Front Street in Loyalton, CA 96118. (HEALTH AND HUMAN SERVICES)

Documents:

[202 Front Street Appraisal.pdf](#)

- 10.B. Rescission of Agreement 2016-091 and approval of a professional services agreement between Placer County and the County of Sierra. (MENTAL HEALTH)

Documents:

[Placer County.pdf](#)

- 10.C. Approval to fill vacancy of Account Technician position. (AUDITOR)

Documents:

[Account Tech Vacancy.pdf](#)

- 10.D. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Scott Carruth, Applicant and Landowner for consideration of a Tentative Parcel Map in the Rural Residential 1.5 zoning on a 5.81 ac vacant parcel. The project site, identified as APN 023-150-045, is located in the Glen Tara Subdivision in Verdi, CA. (PLANNING)

Documents:

[Carruth Indem.pdf](#)

- 10.E. Resolution approving proposed budget for the CalRecycle OPP6 (Oil Payment Program 6) for Fiscal Year (FY) 2016/2017. (PUBLIC WORKS)

Documents:

[OPP6 Budget BOS Packet.pdf](#)

10.F. Approval to declare entire list of obsolete items as surplus and to give authority to dispose said items. (PUBLIC WORKS)

Documents:

[Surplus-Obsolete Items BOS Packet.pdf](#)

10.G. Minutes from the regular meeting held on August 2, 2016. (CLERK-RECORDER)

Documents:

[08022016 Minutes.pdf](#)

ADJOURN

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: October 4, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
DEPARTMENT: Department of Public Works and Transportation	
APPROVING PARTY: Tim H. Beals	
PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Resolution authorizing use of Title 3 funds in the total amount of \$15,707.93, \$14,306 left from allocations made under Resolution 2012-022, and \$1,401.93 from allocations made under 2006-010 to reimburse the Sierra County Public Works in the amount of \$9,160.90 and Sierra County Service Area 5 in the amount of \$6,547.03, for costs of support to the associated California Conservation Corps project of clearing/landscaping within 200 feet of most homes in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks in the Bear Valley Road area in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The resolution of intent for the work described above was adopted August 2, 2016.

FUNDING SOURCE: TITLE 3

GENERAL FUND IMPACT: No General Fund Impact

OTHER FUND:

AMOUNT: \$15,707.93 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF AUTHORIZING USE OF TITLE III FUNDS FOR
DEBRIS REMOVAL WORK RELATED
TO EXISTING DECLARATION OF LOCAL EMERGENCY
DUE TO EXTREME FIRE DANGER**

RESOLUTION 2016-_____

WHEREAS, The Sierra County Board of Supervisors has Title III allocation from the reauthorized Secure Rural Schools and Community Self Determination Act of 2000 (HR 1424); and,

WHEREAS, the Sierra County Board of Supervisors, by adoption of Resolution 2016-084 on August 2, 2016 declared its intent to utilize Title 3 funds in the total amount of \$15,707.93, \$14,306 left from allocations made under Resolution 2012-022, and \$1,401.93 from allocations made under 2006-010 to reimburse the Sierra County Public Works in the amount of \$9,160.90 and Sierra County Service Area 5 in the amount of \$6,547.03, for costs of support to the associated California Conservation Corps project of clearing/landscaping within 200 feet of most homes in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks in the Bear Valley Road area in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

WHEREAS, the County has followed all procedures outlined in Section 301 through 303 for implementation of the use of funds.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Sierra hereby authorizes use of Title III funds in the total amount of \$15,707.93, \$14,306 left from allocations made under Resolution 2012-022, and \$1,401.93 from allocations made under 2006-010 to reimburse the Sierra County Public Works in the amount of \$9,160.90 and Sierra County Service Area 5 in the amount of \$6,547.03, for costs of support to the associated California Conservation Corps project of clearing/landscaping within 200 feet of most homes in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks in the Bear Valley Road area in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

ADOPTED by the Board of Supervisors of the County of Sierra on the 4th day of October, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: October 4, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Board of Supervisors
APPROVING PARTY: Lee Adams, Chairman, District 1
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Continued discussion/direction regarding response to the 2015/2016 Sierra County Grand Jury Report.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
2015/2016 Grand Jury Report

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

FILED
SIERRA COUNTY CLERK

JUL 06 2016

BY: Heather Foster DEPUTY

FILED

JUL 05 2016

SIERRA SUPERIOR COURT
BY: [Signature] CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SIERRA

In the Matter of

2015-2016 Sierra County Grand Jury

MINUTE ORDER

HONORABLE CHARLES H. ERVIN, JUDGE PRESIDING

The County Clerk is hereby directed to file the **Sierra County Grand Jury 2015-2016 Final Report**, attached hereto.

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of an order entered on the minutes of said Superior Court of the State of California, County of Sierra, this 5th day of July, 2016.

ATTEST my hand and seal of the Superior Court of the State of California, County of Sierra, this 5th day of July, 2016

SIERRA SUPERIOR COURT
BY: [Signature] Clerk

cc: Heather Foster
Sierra County Clerk
Courthouse
Downieville, CA 95936

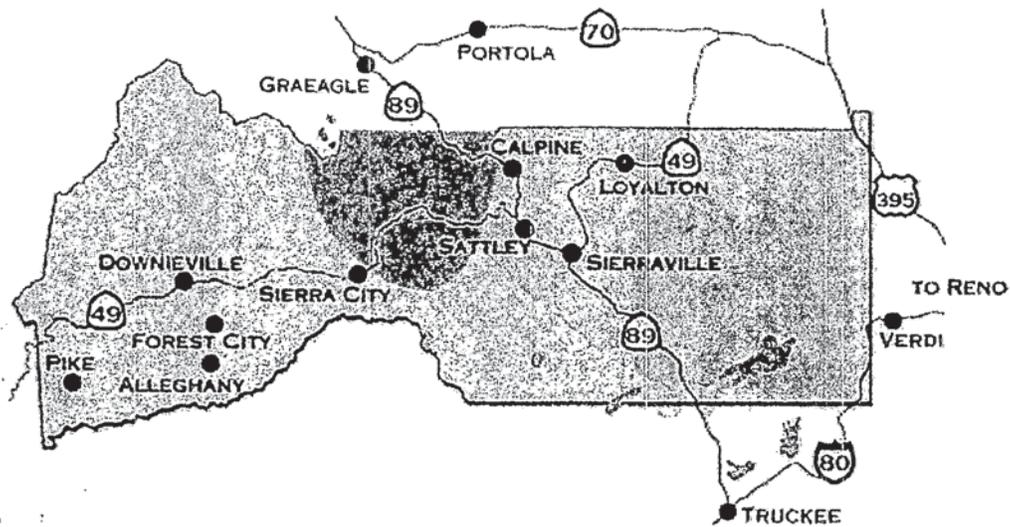
F:\grandjury\15-16\Final Report\minute order to file final report.wpd

THE FOREGOING INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL ON
FILE IN THIS OFFICE.

ATTEST: July 5, 2016

CLERK OF SUPERIOR COURT IN AND
FOR SIERRA COUNTY, CALIF.
BY: [Signature]

SIERRA COUNTY GRAND JURY 2015-16 FINAL REPORT



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Members of the Grand Jury

Full Term

Leroy Alexander	Loyalton
William Busha	Verdi
Gideon Caplovitz	Verdi
Joseph Dines Jr	Loyalton
Shannon Hoyt, Foreman	Calpine
Hillary Lozano	Downieville
Sig Ostrom	Sierra City
Mary Wright	Sierra City
Don Yegge	Loyalton

Impanelled Jurors, Partial Term

Carl Butz	Downieville
Barbara Douville	Downieville
Jesse Whitley	Loyalton
Jeff Wicoff	Loyalton

Introduction

To the citizens of Sierra County and the Honorable Judge Charles H. Ervin:

On behalf of the 2015-2016 Sierra County Grand Jury and in accordance with California Penal Code section 933, it is my privilege to present our Final Report. Jury members spent countless hours conducting investigations and analyzing gathered information during our one-year term.

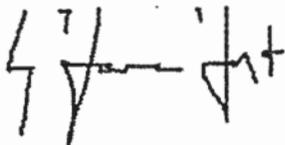
We envision our investigations and reports will result in providing clarity and promoting action to concerns residents brought before this Grand Jury.

We would like to express our appreciation to the County agencies that support the efforts of the Grand Jury and thank all the citizens and government employees who gave freely and with sincerity, their testimony during investigations. Their time and energy spent with the Grand Jury helped to ensure relevant, thorough, and accurate reports.

I offer my thanks to Marsha Caranci for the support and education the **California Grand Juror's Association (CGJA)** gave us throughout our term. CGJA's sponsorship in Training our Sierra County Grand Jury in Downieville was very generous and very helpful.

It has been an honor to serve as Foreman of this dedicated Jury. We are a volunteer group of Sierra County residents with varied backgrounds, levels of education, and expertise. This Jury sought to raise awareness of and provide transparency in Sierra County Waste Management, A review of the Jail facilities, Sierra Brooks water conservation enforcement, and Fire Protection Districts.

Finally, I offer my fellow Grand Juror's my sincere gratitude for their contributions to this time honored civic duty and making it a pleasure to serve on this year's Grand Jury.



Shannon Hoyt

Foreman 2015-2016

Grand Jury Overview

The Grand Jury is a judicial body composed of a set number of citizens, 11 in Sierra County, based on county population. It is impaneled by the state constitution and various laws to act as an “arm of the court,” to be a voice of the people and conscience of the community.

The Grand Jury represents one example of our democracy whereby citizens volunteer for civic duty on behalf of their community. These citizens organize and share responsibilities to monitor local government and oversee their appointed and elected officials.

Grand Jury Functions

By law, a Grand Jury has three distinct functions: 1. Indictment is the act of bringing criminal charges against a person. 2. Accusation is the act of bringing charges against an official of government or of a public agency, which may result in removal from office. 3. Civil investigation and reporting, known as the “watchdog” function, is the most frequently exercised function and examines all aspects of local government.

The primary duty of a regular Grand Jury is to investigate, within the county, the functions of city and county governments, tax supported agencies and districts, and any agencies or districts created by State law. State law mandates certain functions of the Grand Jury. The Jury itself selects additional areas that it wishes to study. At the end of the year, the Grand Jury publishes its recommendations in a report, which is then distributed to public officials, libraries, media, and the public. Regular Grand Juries may be tasked to investigate criminal matters and issue indictments when appropriate.

While it is part of the judicial system, a Grand Jury is an entirely independent body. Judges of the Superior Court, the district attorney, the county counsel, and the state attorney general may act as its advisers but cannot attend Jury deliberations nor control the actions of the Grand Jury.

2015/2016 Sierra County Grand Jury

Sierra County Waste Management Analysis

Final Report

Summary

Sierra County's annual residential solid waste fees have increased \$114.57 in the last four years from \$231.03 in 2012/2013 to \$345.60 in 2015/2016. Those fees are projected to continue to increase in the years ahead. Sierra County Code Chapters 8.04 (*Solid Waste Fee Services*) and 8.05 (*Solid Waste System Fees and Charges*) describe the manners in which solid waste fees are established and the processes by which the solid waste system is managed. Sierra County has established fee rates for two categories of solid waste system users. One rate is for owners of residential properties, the other is for owners of commercial properties. Residential fees are based upon the volume of waste generated in one year by a sample of households which use a curbside service, whereas the commercial fees are calculated for individual properties using data collected by the company responsible for hauling the materials from those properties. There are no separate categories for part-time residents or service organizations and churches which produce very small amounts of waste annually.

Fees collected are maintained in a "Solid Waste Enterprise Fund". Any revenue for solid waste goes into this fund. It is used only for the acquisition, operation, and maintenance of waste disposal sites and disposal services. Salaries of Sierra County employees who man transfer stations, and the partial salary of one administrative assistant (who collects and helps to interpret waste data from the waste hauler's record sheets) are generated from this enterprise fund. Revenue generated for this fund is not used to support the County's general fund which, in turn, is in no financial position to contribute or lend revenue to the Solid Waste Enterprise Fund.

The methods by which Sierra County disposes of its waste are similar to the methods used in other California counties with similar characteristics (rural, with smaller, sparse populations). In general, the per capita cost of solid waste management decreases within a county as its total population and population density increases. Therefore, managers of smaller, less densely populated counties have a greater burden and fewer options in waste management. That being said, in a 2010 technical memorandum prepared for Mono County, the budgeted cost per ton of waste in Sierra County's solid waste system far exceeded the cost per ton figures budgeted from eight other small, rural counties*. Currently, most Sierra County household waste is separated and deposited by citizens in bins at nearby transfer stations. It is later recycled or hauled by a private hauler to the Sierra County Landfill in Loyalton where it is buried.

It has been determined that the landfill in Loyalton, which opened in 1977, is about to reach its usable capacity and is due for closure in October of 2017. Monitoring of the closed landfill will be necessary for the next 30 years. Sierra County has contracted with Avalex Inc.**, a civil engineering and environmental services firm, for advisory assistance in this process. The processes of closing and post closure maintenance of the landfill are anticipated to be very

expensive and therefore increase the financial burdens of Sierra County's waste management processes on the owners of both commercial and residential properties. Sierra County managers are keenly aware of the Loyaltan Landfill closure and post-closure financial ramifications on property owners and are vigorously reaching out for solutions to offset the effects of these very real events. Sierra County managers must also find a solution to replace funds that had been generated from transient occupancy taxes collected from the concessionaire who managed many of the campgrounds in Sierra County. The U.S. Forest service has since assumed management of those campgrounds and has expressed little interest in replacing the funds previously generated by those taxes. Meanwhile, visitors using federal lands will continue to fill bins, other than those provided to campgrounds, intended for businesses and residents at the expense of Sierra County property owners.

The Grand Jury recommends that Sierra County managers continue to negotiate with the U.S. Forest service in order to mitigate the effects of federal lands visitors and events held on federal lands to the solid waste system. The grand Jury recommends that Sierra County managers partner with those of nearby counties in an effort to increase diversion from generated waste and minimize the cost of waste disposal. The Grand Jury recommends that Sierra County investigate the impact of adding a third category to its fee schedule to include service organizations, community groups and facilities, places of worship, etc. that generate minimal amounts of waste per year. The Grand Jury also recommends that Sierra County managers take steps necessary (including recruitment of members) to reconvene The Citizens Solid Waste Committee in an effort improve communication with citizens of Sierra County with respect to solid waste issues.

*Technical Memorandum "Comparison to Other Systems" prepared by HDR Engineering, Folsom CA, under an agreement between HDR and Mono County for solid waste consulting services. May 7, 2010.

**"Final Closure and Post Closure Maintenance Plan" prepared by Avalex Inc. , South Lake Tahoe, CA, for Sierra County Public Works

Background

In July of 2015, a request to the 2015/2016 Grand Jury was made by a group of citizens to investigate Sierra County's Solid Waste Services and Solid Waste Fees and the management of the County's solid waste system and contract with Intermountain Disposal. Of particular concern was the increase of \$114.57 in solid waste fees over 4 years. Concern was also expressed about the future of the Loyalton Landfill, possible pollution resulting from the landfill, funding of the waste management administration, and the fairness of the system by which fees are determined. The need for planning a cost-effective, environmentally-conscious waste management system was also emphasized in the request for this investigation. The Grand Jury interviewed the complainants, reviewed data with respect to waste management fee increases, determined that there was much confusion amongst citizens about how the waste management system operated, and confirmed that there was a need for Sierra County citizens to be informed about the future of waste management practices and costs.

Methodology

Documents

The Grand Jury reviewed the following documents:

- County Code Chapter 8.04—*Solid Waste Services*
- County Code Chapter 8.05—*Solid Waste System Fees and Charges*
- HDR Engineering--*Technical Memorandum, Mono County Solid Waste Program Evaluation—Comparison to Other Systems, July 28, 2010*
- Avalox Engineering—*Final Closure and Post Closure Plan, 2/5/2016*
- Avalox Engineering—*Solid Waste Disposal Study, Addendum Draft, 3/15*
- 2015-2016 Yolo County Grand Jury Final Report
- 2008-2009 Sierra County Grand Jury Report, *Solid Waste Fee Structure*
- Letter from Michelle Burr, Deputy Sierra County Clerk-Recorder to members of Sierra County Citizens Committee for Solid Waste/Local Task force, March 17, 2015

Interviews

During this investigation the Grand Jury interviewed 12 individuals including the complainants, Sierra County administrators, and public works administrators from other counties; and participated in one Sierra County Board of Supervisors Public Works, Roads Solid Waste Standing Committee Meeting on solid waste disposal.

Discussion

The Movement of Solid Waste from Household to Final Destination

Homeowners separate waste at the home (recycle/non recycle). Then the waste is hauled to the local transfer station. Recyclables are placed in appropriate recycle bins. Cans, plastic and glass can generate \$30,000-\$40,000 back into the system if the price is up. Co-mingled recyclables are taken by the hauler (Intermountain Disposal) and sorted out in Portola. Electronic e-waste is taken to Loyalton, wrapped in plastic, separated and stored until enough is accumulated, then it is taken by an electronics recycling firm at no cost. Hazardous waste is collected by Intermountain Disposal. The County is charged an annual fee of about \$15,000 for hazardous waste disposal. Metal is hauled to the Loyalton Landfill and stored until the price rises. The price of metal has stayed very low for quite some time and hasn't been marketable, so the metal pile is very large at this time. Revenue generated from recycling is about the same as the cost for getting rid of it. Everything that is not recycled gets buried in the Loyalton Landfill. There are also "burn bowls" at each landfill.

The Licensee/Hauler (Intermountain Disposal)

Over time the number of companies interested in hauling Sierra County's solid waste has reduced itself from about three to one. In recent years the contract for hauling has changed hands twice, with Intermountain Disposal being the only company to apply for the contract to provide this service currently. Intermountain is performing under a contract with a "rolling" 6-month extension in which the hauler has little assurance of a long term relationship with the County. The hauler provides monthly data in the form of route sheets which go to the County Solid Waste Fee Administrator where those data are to use tabulate for future solid waste fee adjustments. As provided for in County Code 8.04.220 the auditor, after giving ten days' notice, may audit the records of the hauler. Also, 8.04.230 stipulates that the County can take steps to regulate collection rates if there is a lack of competition. Neither of these strategies has been exercised as the general feeling is that we are lucky to have someone providing the hauling services. Intermountain Disposal might potentially play an important role in some of the solid waste solutions proposed in post landfill closure scenarios which are discussed later in this document.

Comparing Sierra County's Waste Management System with Those of Similar Counties

The Grand Jury felt that it might be useful to compare Sierra County's waste management strategies and selected data with those of similar California counties. The process of gaining this information included phone interviews with administrators from Local Enforcement Agencies (LEA) of the five least populous California including Sierra. We also reviewed and used published information from a 2010 technical memorandum which provided a comparison of nine similar counties (including Sierra County) in its short list of rural counties. This technical memorandum was prepared for Mono County by HDR Engineering, Folsom, California, and was

provided to the Grand Jury by Mono County Environmental Health. The table below shows a comparison of the 5 least populous counties; number of transfer stations; and whether the county has a special facility for recycling, composting, gasification or process other than direct transfer to a landfill. The data is current and was gathered from interviews during our 2015/2016 investigations.

County	Population	Persons/sq mi	# of Transfer Stations	Special Facilities*	Final Waste Destination
Alpine	1116	1.53	2	0	Lockwood/San Andreas
Sierra	3003	3.13	4	0	Loyalton
Modoc	9,023	2.07	11	0	Lockwood
Trinity	13,170	4.09	10	0	Anderson (Shasta Co.)
Mono	13,997	4.47	7+2 L.F.	0	Benton Crossing L.F.

*Special facilities would include any designed to process waste by means other than burial or transfer to another location (recycling, composting, power generation, etc.)

As a part of this investigation, an attempt was made to find data that might be useful in comparing per capita cost in similar counties. These data were neither available in a search of the CalRecycle website nor were they available in a broader web search, however data was available in the 2010 technical memorandum by HDR Engineering for Mono County. The table below contains information from the HDR Technical Memorandum that reflects data on per capita costs by county gathered from **2008-2010**. The HDR Technical Memorandum states: **"It should be noted that comparing budgets over varying county systems, is not an exact procedure and there are many factors that influence the Actual per capita costs and therefore should be viewed as a trend exercise only."**

County	Budget Annual (2008-2009)	2008 Disposal (tons)	Per Capita Disposal (lbs./person/day)	Per Capita Cost (\$/person)
Alpine*		2,365	12.14	
Sierra	\$700,000	3,265	5.42	\$211.93
Modoc	\$1,053,000	7,084	3.97	\$107.70
Lassen	\$1,500,000	22,597	3.45	\$41.80
Inyo	\$2,082,438	16,793	5.08	\$114.99
Mono	\$2,613,000	29,515	11.88	\$191.89
Plumas	\$252,200	20,542	5.51	\$12.35

*The HDR document describes Alpine County as having a "significant private sector role"

The Loyalton Landfill

The Loyalton Landfill has been (since 1977) and currently is the final destination for solid waste (that has not been recycled or burned) generated in Sierra County. The landfill is nearing its usable capacity and is scheduled to close in October of 2017. The landfill is part of an original piece of property consisting of 72 acres that was split into a northern parcel of 28 acres and a southern parcel of 49 acres. The permitted area of the landfill consists of 21 acres in the north parcel. The current physical footprint of the landfill used to date is 11 of those 21 acres (see map figure 3 prepared by Avalex Engineering, Inc.). Gas test wells indicated (and still do indicate in monthly tests) that there were concentrations of methane gas migrating beyond the northern boundary of the landfill property. Also, trace amounts (beneath drinking water threshold standards) of Freon have been discovered down-gradient from the landfill. As a result, Sierra County purchased 49 acres of additional property to the north and east of the landfill footprint from the city of Santa Clara to mitigate the effects of methane migration and to provide a buffer beyond the original landfill boundary. This property was purchased for roughly \$40,000 and is also shown on the figure 7 map.

The County's closure plan includes borrowing material from the southern parcel of the landfill property in order to construct an engineered cover that would allow for the escape of gases upward. This strategy would minimize the trapping of gases which might promote this lateral migration from the landfill. Sierra County maintains an Enterprise Fund to cover costs and a Pledge of Revenue Agreement with the State to cover post maintenance costs. The sum total of funds required to close the landfill is estimated by Avalex to be \$1,930,000. The Enterprise Fund currently has \$1,527,575 (June, 2015), leaving a balance owed of \$402,424.71. The average annual cost of post closure maintenance as determined by Avalex's Final Closure and Post Closure Plan is estimated to be \$94,700. This is a process that is supposed to take 30 years. The real cost of closure and post closure of the landfill has not yet been determined. Final plans must be approved by the State. It is feared that the State's primary waste management agency, CalRecycle, might require more infrastructure than what is needed, thus increasing costs. The relationship between Sierra County administrators and CalRecycle staff is not warm, making compromise difficult.

Post Closure Options

Several options for a plan to process Sierra County's waste in the future have been considered including (Avalex estimates):

1. Adding a new liner to the current landfill site in Loyalton. This the least cost-effective option which is no longer being considered.

2. Exportation of solid waste to Delleker Transfer Station. Costs estimate: \$303,000 annually
3. Exportation of solid waste to *proposed* Intermountain Disposal Inc. Material Recovery Facility (MRF). Cost estimate: \$359,000
4. Exportation to the Eastern Regional MRF in Truckee. \$378,000*
5. Export to Lockwood Landfill. \$278,000*
6. Exportation to Russell Pass Landfill, Fallon. \$290,000*
7. Exporting waste from Western Sierra County Transfer Stations (Alleghany, Pike, Ramshorn, Sierra City) to Ostrom Road (Wheatland) Landfill. \$170,000* + the cost of hauling from Eastern County transfer stations.

*CalRecycle has established a Statewide goal of a 50% diversion of materials rate (recycle, etc.) for California Counties. Sierra County is recovering materials at about a 25% rate. It is more difficult for smaller, less densely populated counties to meet the 50% diversion goal. Hauling all solid waste to a landfill in Nevada might be less expensive, but does not address the process of materials recovery. The only options which provide for the potential to achieve the 50% diversion goal would be the MRFs referenced in options 3 and 4. Also, figures with an * assume the construction of a primary transfer station on the Loyalton Landfill property. This would allow for the smaller loads from individual transfer stations to be combined into one larger load for transport to a landfill at less total expense.

Discussions at the April 14, 2016 Sierra County Board of Supervisors Public Works, Roads and Solid Waste Standing Committee Meeting indicated substantial interest in the Sierra Disposal MRF option. Sierra Disposal representatives in attendance suggested that the establishment of their proposed MRF in Delleker is "not a matter of if, but when". They propose to start small to keep costs down. There will be the potential to extend the length of their building and pick line, then bring other counties on board. Initial set up costs are high as equipment would be purchased new. Plans for co-generation and use of food waste to feed hogs are also being considered for the facility. In order to most efficiently interface with the proposed Delleker MRF, Sierra County discussions centered on the construction of a main transfer station at the Loyalton Landfill site. The landfill site would include a compactor to reduce the volume of the waste before the waste is sent to the MRF. Compaction is considered to be very efficient, minimizes litter, has no effect on ability of MRF to do its work, and reduces the number of loads which justifies the cost of the compactor. The fact that solid waste isn't generated in large enough amounts at the individual transfer stations, and that the waste must be compacted and thus moved in short intervals, limits the potential for compactors at individual, smaller transfer stations.

Impact on Sierra County Citizens

There are circumstances (small population, black bears, aging landfill, forest lands visitors, etc.) which make budgeting for waste management difficult in Sierra County. Two things are clear: 1. The cost of waste management to citizens of Sierra County is very high (much higher than in neighboring counties). 2. That cost is projected to increase substantially before there is a chance that it might decrease. A residential fee in the neighborhood of \$600 is projected for the very near future. Sierra County citizens have few options. The County administration sends a ballot (a result of Proposition 218) each year for the purpose of determining whether the public wishes to continue the fee structure as it has been applied to property taxes recently, or some other structure like gate fees at each transfer station. A change might not be in our best interests and requires a 51% return of the ballots (last year's return was 12%). Chapter 8.04 provides for a *Citizens Solid Waste Committee*. This committee currently has a roster for thirteen members--six of which are for members of the public and business owners (five of those positions are currently vacant). The committee currently is not functioning and has not met for some time. Citizens may inquire at the Department of Public Works if interested in participating and revitalizing this committee.

Fact

The cost of waste management to Sierra County citizens has increased significantly in recent years and is projected by Sierra County Administrators to continue to increase in the foreseeable future.

Findings

- F1. The condition of Sierra County's Loyalton Landfill requires that it be closed in 2017.
- F2. The processes of closing the Loyalton Landfill, and post-close monitoring has resulted in costs which have been, and will continue to be for the next 30 years, very high.
- F3. Small, sparsely populated entities have higher costs and fewer choices when considering waste management options. Wildlife (black bear) considerations and visitor impacts also affect the waste management system's ability to function at a lower cost.
- F4. Communication between members of the County's administration; the County's administration and the County's citizens; and the County's administration and relevant members of state and federal agencies is in need of improvement.
- F5. Primary driving forces behind fee increases are the costs of closing and post-closing processes related to the Loyalton landfill.

Recommendations

- R1. The Sierra County managers should continue to negotiate with the U.S. Forest service for the purpose of mitigating cost effects related to waste management of federal lands visitors and events held on federal lands within the County.
- R2. Sierra County managers should partner with those from nearby counties in a collaborative effort to reduce costs and increase diversion of materials with respect to waste management.
- R3. Sierra County managers should continue to negotiate with CalRecycle in an effort to achieve the most practical and most cost effective strategy for closing and monitoring the Loyalton Landfill.
- R4. Sierra County should take steps necessary (including recruitment of members) to reconvene The Citizens Solid Waste Committee.
- R5. Sierra County should investigate the impact of adding a third category to its fee schedule to include service organizations, community groups and facilities, places of worship, etc. that generate minimal amounts of waste per year.

Request for response from the following Sierra County employees:

Sierra County Director of Planning and Transportation,

Sierra County Auditor, Treasurer & Tax Collector,

Sierra County Assessor,

Sierra County Environmental Health Officer,

Avalex Engineering: Craig Morgan

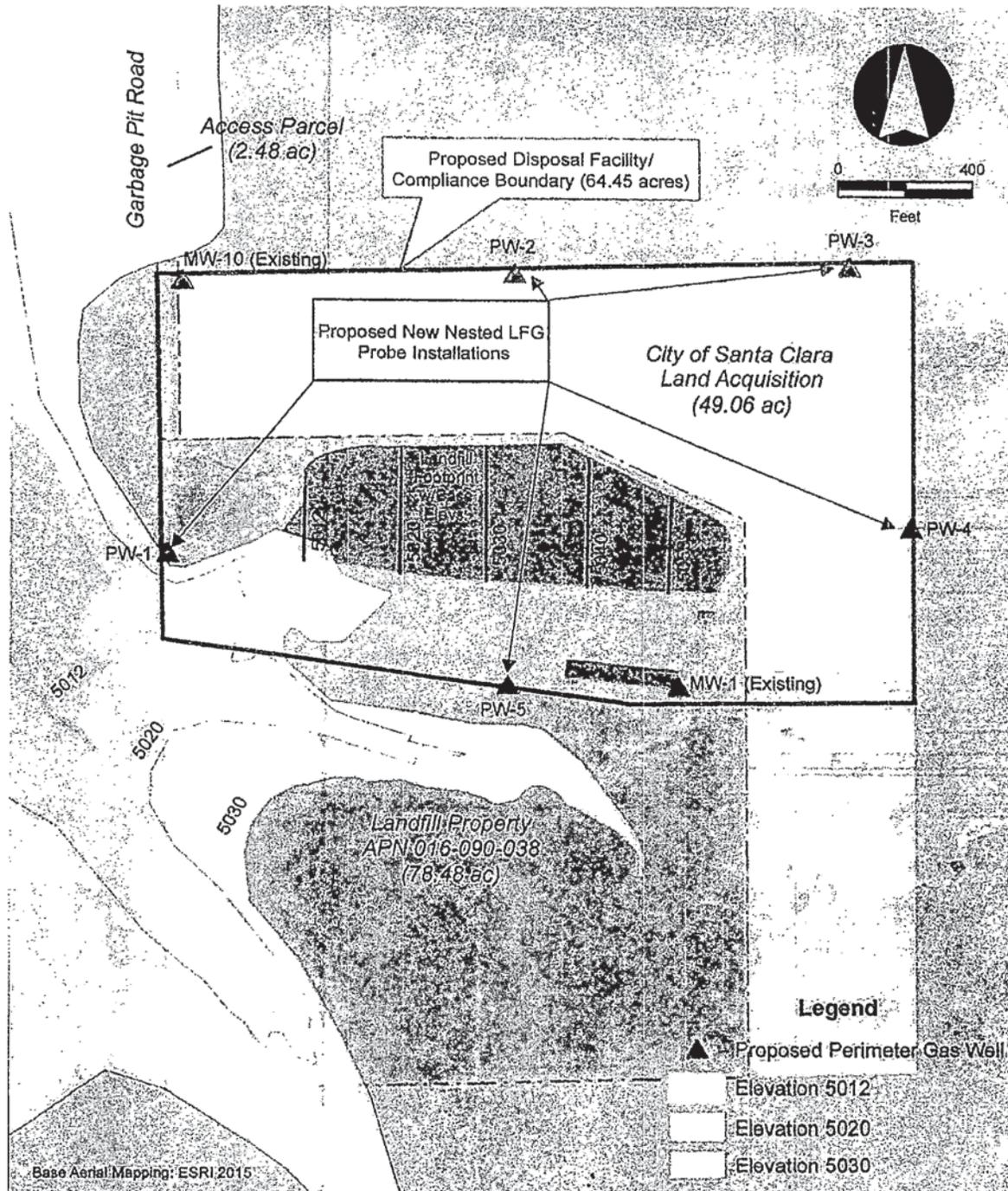


FIGURE 7 - PROPOSED LFG PERIMETER MONITORING NETWORK



AVALEX INC.
 Civil Engineering and Environmental Services
 P.O. Box 650218 South Lake Tahoe, CA 96155
 Phone (530) 643-3200 www.avaxex.info

LANDFILL GAS MONITORING AND CONTROL PLAN

LOYALTON LANDFILL, SIERRA COUNTY, CALIFORNIA

97-005.56

2-5-2016

ITL

Figure 7.mxd

2015/2016 Sierra County Grand Jury

Annual Review of The Jail And Law Enforcement Facilities

INTRODUCTION

Each year the Sierra County Grand Jury must review the jail and facilities in accordance with the California Penal Code, Section 919(b).

BACKGROUND

The 2015-16 members of the Grand Jury were given a tour of the jail and the facilities located in Downieville, in August. The sheriff conducted the tour and answered many questions put to him by the members of the GJ.

We would like to commend the sheriff's department for keeping the jail facility very clean and well maintained.

FACT

On March 17, 2015, the sheriff notified Sierra County Board of Supervisors that the jail would serve only as a temporary holding facility. The decision was made at that time to pay \$70-\$80 per inmate per day to house inmates in the Wayne Brown Correctional Facility [located in Nevada County]. At the time of our inspection there were no Sierra County inmates being housed in either place so there were no opportunities to conduct interviews.

FINDINGS

F-1 It is financially impossible to fill the mandated level of security for both inmates and officers in order for this facility to function as a jail.

F-2 Sierra County has difficulty offering a salary that is competitive enough to attract qualified law/ correctional officers who are able to pass the stringent background process.

RECOMMENDATIONS

R-1 While the fact remains that we do not have a working jail facility due to the financial situation in Sierra County, it appears that we do have a sheriff who is actively looking for ways to use the finances that are available in the most cost effective way. We would like to commend the sheriff and his staff for the hard work keeping the citizens of Sierra County protected. We would only recommend that the sheriff continue looking for cost effective ways to run the office while keeping Sierra County a safe place to live.

R-2 We recommend that the pay grade reflect the current earnings of similar departments statewide, as soon as it is fiscally sound to do so.

2015-2016 Sierra County Grand Jury

Investigation of Water Conservation Enforcement in Sierra Brooks

Reason for the Investigation:

It was brought to the attention of the 2015-2016 Sierra County Grand Jury that there was confusion on the part of residents of the Sierra Brooks community as to how State mandated water conservation efforts were being enforced. Given the importance of water conservation in these times of severe drought, the SCGJ decided to investigate how water conservation efforts are being enforced in Sierra Brooks with a goal of providing clarity for residents.

Background:

In 2015 the state of California mandated that Sierra County reduce its water consumption by 25% relative to the rate of consumption in 2013. In response to this mandate, communities in Sierra County including Sierra Brooks took concrete actions to conserve water. In Sierra Brooks, these measures included prescribed days and hours during which outdoor water use is allowed. Shortly after the initiation of these policies, residents who had been found in violation of these water-rules received notices of violation in the mail. The Grand Jury was asked to investigate how these violations were identified, reported and which governing bodies lead the enforcement efforts.

Procedure Followed:

Members of the Grand Jury interviewed county staff, residents of Sierra Brooks and past members of the Sierra Brooks Property Owners Association (POA).

FACT:

Sierra Brooks Residents water conservation requirement is in accordance with California State Water Conservation Mandate of 2015.

Findings:

- ✦ **F1** Sierra County is in charge of monitoring and enforcing water conservation efforts in Sierra Brooks. Representatives of the county perform periodic on-site inspections and document incidents of water-use violations. The County issues citations alerting residents of their violation. Detailed information regarding water conservation policies in Sierra Brooks is readily available to residents on the Sierra County website:
<http://www.sierracounty.ca.gov/DocumentCenter/View/184>

- ✦ **F2** The Sierra Brooks POA was found to have complied with the mandatory noticing requirements as specified by County regulations. In addition to posting signage, information regarding issues related to water and water conservation requirements in Sierra Brooks is readily available to residents on the POA website:
<http://www.sierrabrookspoa.com/water-conservation.html>

- ✦ **F3** To date, no fines pertaining to water-use violations have been issued or collected by the county.

- ✦ **F4** In 2015 Sierra Brooks has reduced its water consumption by 15.44% compared to the 2013 baseline.

Conclusions:

In these times of drought, residents of Sierra Brooks, Sierra County and all of California have been tasked with reducing their water consumption. Coordinated efforts between County Government, the Sierra Brooks HOA and Sierra Brooks residents, while not reaching the 25% goal of water conservation mandated by the state of California, have made great strides in moving in the right direction. However, despite readily available information regarding water-conservation policies, confusion persists on the part of some residents of Sierra Brooks and this is likely to be the case in other communities within the County.

Recommendations:

- ✚ R1 Continue water conservation efforts with the goal of meeting or exceeding a 25% savings.

- ✚ R2 Sierra County managers should be proactive informing county residents of the importance of water conservation on a periodic schedule through the county website, mailers, fliers and postings.

- ✚ R3 Sierra County managers and The Sierra Brooks POA should work together in keeping the “residents” informed on the importance of water conservation as well as monitoring water usage and possible usage violations. Issue citations/warnings as required.

Request for response from the following Sierra County employee:

Sierra County Director of Public Works.

2015-2016 Sierra County Grand Jury

Keeping us Safe: Sierra County's Fire Protection Districts

Reason for the Investigation:

Fire Protection Special Districts play a critical role in keeping the residents of Sierra County safe. The goal of this investigation was to assess the current status of the four Fire Protection Districts within the county while identifying current issues and specific needs of each district.

Background:

Sierra County is served by Four Special Fire Protection Districts: Sierra County Fire Protection District 1, Downieville Fire Protection District, Sierra City Fire Protection District and the Pliocene Ridge Community Service District (See Figure 1). A board of commissioners that are appointed by the Board of Supervisors manages each District. Funding for the districts comes directly from property taxes and is not a part of the Sierra County budget. The districts provide wildfire and structure fire protection as well as emergency medical service. To enhance service, the districts maintain mutual aid agreements with each other and other districts outside of Sierra County. Fire protection for the City of Loyalton is provided by the City and not through a special District and is therefore not covered in this report. These services are provided by a 100% volunteer workforce that is owed a great debt of gratitude by our community. The 2015-2016 Sierra County Grand Jury would like to take the opportunity to say Thank You to all the men and women who volunteer their time, energy and expertise in helping to keep us safe.

Procedure Followed:

Members of the Grand Jury interviewed county staff and at least two members of each Fire Protection District.

Fact:

Fire protection within Sierra County is provided by a 100% volunteer workforce.

General Findings:

F.1. A comprehensive review of Wildfire Protection within the county was completed in 2014 culminating in the Updated Sierra County Community Wildfire Protection Plan (CWPP), which can be found online: <http://www.sierracounty.ca.gov/documentcenter/view/1468>. Information regarding coverage areas and firefighting equipment of each district can be found in the CWPP.

F.2. The vast majority of service calls within each district are medical in nature and related to traffic accidents. Fortunately, the number of service calls related to structure fires is low, seldom exceeding one-per-year.

F.3. Trucks and service vehicles are typically older model years and acquired second hand from out-of-county fire departments. In general the stations and equipment available to each district are in good working order and sufficient to provide a high level of protection.

F.4. Across the board the Fire Protection Districts are able to provide excellent training opportunities to their volunteer firefighters. Training workshops and activities held in each district are open to all volunteers across the county reflecting good inter-district communication and coordination.

F.5. While each district maintains a roster of active volunteers, only a percentage of these individuals can be counted on to be available for a given service call. Volunteers may be out of town, which can vary seasonally, or during business hours at jobs they are unable to leave on short notice. This increases the risk of inadequate response should service be requested during certain time periods.

F.6. In addition to their tax-based sources of revenue, each district actively applies for state and Federal Grants to provide funding for specific training and equipment needs. The grant writing processes is challenging and the awarding of grants is competitive. We would like to acknowledge and express our gratitude to those volunteers engaged in seeking grant-related funding. Good luck with your current and future applications!

F.7. Fire Protection Districts within Sierra County are in need of additional volunteers. Recent recruitment efforts have been hampered by demographic realities of an aging population and a lack of new younger generation County residents and are proving to be inadequate to 'fill the rolls'. While current staffing levels (documented below) and mutual aide agreements are currently able to provide a high level of protection across the county, there is a specific need to recruit and train the 'next generation' of volunteers to ensure this high level of protection persists long into the future.

Findings Specific to Each District:

Sierra County Fire Protection District #1:

F.1. The district maintains three fire stations located in Sierraville, Sattley and Calpine. There are currently ~20 volunteers on the firefighting roster of which typically ~5 can be counted on to turn out to a given service call.

F.2. The district also maintains a service agreement with the Verdi Volunteers (located on the NV side of Verdi) to provide protection to portions of the CA side of Verdi.

F.3. The remaining portion of Verdi lies outside of the Protection District and receives their protection through a contract with the Truckee Meadows Fire Department (NV) paid for by Sierra County.

F.4. Discussions are ongoing regarding the possible annexation of this section of Verdi into the Fire Protection District and as such, fire protection within Verdi is currently in flux. Because Verdi is 'detached' from the rest of the county, it is difficult for residents to attend

Fire Commission meetings and the meetings of the Board of Supervisors at it pertains to this issue. While SCFPD #1 did hold a community meeting in Verdi on this topic, specific information about current and future protection is not readily available to Verdi residents.

Sierra City Fire Protection District:

F.1. The district maintains three fire stations. There are currently ~20 volunteers on the firefighting roster of which typically half can be counted on to turn out to a given service call.

F.2. The district is in need of a high capacity water-storage facility in Sierra City that could be used in the event of a catastrophic fire.

Downieville Fire Protection District:

F.1. The district maintains one fire station. There are currently ~20 volunteers on the firefighting roster of which six are extremely active and can be counted on to turn out to a given service call.

F.2. The district is in particular need of new and younger volunteers.

F.3. The district is in particular need of EMS trained volunteers.

F.4. The District's Brush Truck is in need of repair or replacement.

Pliocene Ridge Community Service District:

F.1. The district maintains fire stations located in Alleghany and Pike. There are currently ~15-20 volunteers on the firefighting roster of which typically 6-8 can be counted on to turn out to a given service call.

F.2. The district is in particular need of new and younger volunteers.

F.3. The district is currently in the process of completing an upgrade to the Alleghany fire station

Conclusions:

The Special Fire Protection Districts within Sierra County reflect the absolute best of community-based service. The men and women of the Fire Protection districts volunteer countless hours of their time to provide all of us protection in the case of an emergency. As the drought continues, increasing the volatility of the lands around us, the protection they provide is as critical as it has ever been. Driven by demographic and growth trends within the county, the Fire Protection Districts face specific challenges related to funding-levels and recruitment. It is essential for the long-term safety of our communities that the next generation of volunteers be identified, recruited and trained.

Recommendations:

R.1. Sierra County and the Fire Protection districts need to highly prioritize the recruitment of new volunteers. We recommend that invested members of the community, including County Staff and Fire Commissioners, Chiefs and current volunteers, work together to develop new recruitment efforts that specifically target younger and new residents in the county.

R.2. Successful grant writing is an essential part of generating revenue for the Districts. We recommend that the Districts coordinate with each other in the grant writing process; collectively monitoring grant opportunities, sharing expertise with particular grant mechanisms, providing pre-submission reviews of grant proposals and when possible arranging for grant application workshops sponsored by the granting agencies.

R.3. Coordination of training, grant writing, recruitment and other administrative tasks across districts is time consuming. This raises a particular challenge for volunteer members of each district who already dedicate a significant amount of time towards keeping us safe. As the successful training, recruitment, grant writing and compliance of any one district can have cascading benefits to the other districts and by extension all residents of the county, we recommend that Sierra County make an investment to provide human support for these coordination efforts. We recommend that this support come in the form of either expanded duties of existing personnel with expertise in these areas or in the formation of a new paid staff position.

R.4. Sierra County and Sierra County Fire Protection District #1 should provide written documentation to residents of Verdi documenting current protection arrangements, potential plans for the future, and how future plans may be impacted by forthcoming fire consolidation in Reno, [finding 4 on page 23].

R.5. Downieville FPD should continue to prioritize the repair or replacement of the Brush Truck. We encourage the Downieville community to continue to support the FPD in this effort.

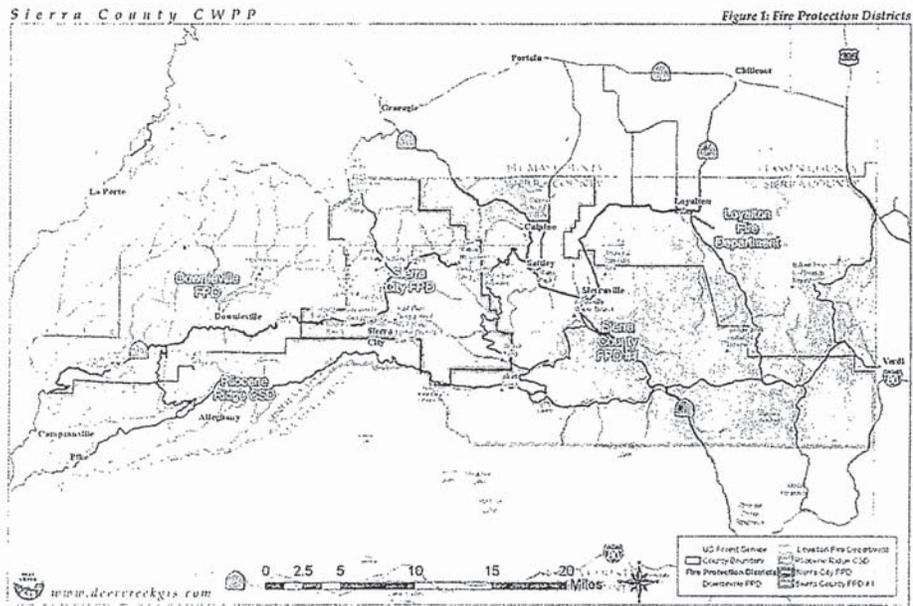
R.6. Pliocene Ridge CSD should continue to prioritize the completion of the Fire Station. We encourage the Pliocene Ridge community to continue to support this effort.

R.7. Sierra City FPD should prioritize the development of a high-capacity water storage facility in Sierra City. We encourage the residents within the Sierra City Fire Protection District to continue to support this effort.

Request for response from the following Sierra County employees:

- Chair, Fire Commission, Sierra County Fire Protection District #1
- Chair, Fire Commission, Sierra City Fire Protection District
- Chair, Fire Commission, Downieville Fire Protection District
- Chair, Fire Commission, Pliocene Ridge Community Service District
- Chief, Office of Emergency Services
- Board of Supervisors

Figure 1: Fire Protection District map



REQUIRED RESPONSES

The California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made *no later than 90 days* after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g. District Attorney, Sheriff, etc.), such elected official shall comment on the findings and recommendations pertaining to the matters under the elected official's control *within 60 days* to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code Section 933.05 subdivisions (a), (b), and (c), detail, as follows, the manner in which such comment(s) are to be made:

(a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

(c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

SIERRA COUNTY
GRAND JURY
NEEDS YOUR
INPUT!

*We welcome your suggestions or
complaints.*

PLEASE TURN TO THE FORM ON THE BACK OF THIS PAGE
TO MAKE YOUR COMMENTS.

MAIL TO: SIERRA COUNTY GRAND JURY
P. O. BOX 476
DOWNIEVILLE, CA 95936

PLEASE PROVIDE AS MUCH INFORMATION AS POSSIBLE

Your name (you may remain anonymous if you choose)

Home address _____

Work address _____

Phone (home) _____ (work) _____

To which county official, department or agency does your suggestion or complaint refer?

Address _____

Phone _____ Director, if applicable _____

Please summarize your suggestion or complaint, including date of events and names, departments or agencies involved. Attach additional sheets if necessary. All complaints are kept confidential.

What kind of action would you like to see the Grand Jury undertake?

Please attach any correspondence or documents you may have regarding this matter.

Signature _____

Date _____

Mail to:

Sierra County Grand Jury
Post Office Box 476
Downieville, CA 95936



California State Association of Counties ®
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327- 7500
Facsimile (916) 321- 5047

September 15, 2016

TO: Chairs, Boards of Supervisors

FROM: Matt Cate, Executive Director

SUBJECT: Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on November 29, 2016. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's nomination.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2017 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Sue Ronkowski of my staff at 916.327.7500 x508 or e-mail sronkowski@counties.org.

Enclosures

cc: 2016 Board of Directors
Clerks, Board of Supervisors



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327- 7500
Facsimile (916) 321- 5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2016 – 2017

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2016 - 2017 Association year beginning November 29, 2016.

County name:

Director:

Alternate:

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference (Nov. 29 – Dec. 1, 2016) in Palm Springs, Riverside County?

Yes:

No:

PLEASE RETURN BY NOVEMBER 16, 2016 TO:

Sue Ronkowski
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
E-mail: sronkowski@counties.org
Fax: (916) 321-5047

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: October 4, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input checked="" type="checkbox"/> Timed <input type="checkbox"/> Consent
---	--

DEPARTMENT: Board of Supervisors APPROVING PARTY: Heather Foster, Clerk of the Board PHONE NUMBER: 530-289-3295
--

AGENDA ITEM: Presentation on the Alliance for Workforce Development, Inc. operations in Sierra County.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/>Approved <input type="checkbox"/>Approved as amended <input type="checkbox"/>Adopted <input type="checkbox"/>Adopted as amended <input type="checkbox"/>Denied <input type="checkbox"/>Other <input type="checkbox"/>No Action Taken</p>	<p><input type="checkbox"/>Set public hearing For: _____ <input type="checkbox"/>Direction to: _____ <input type="checkbox"/>Referred to: _____ <input type="checkbox"/>Continued to: _____ <input type="checkbox"/>Authorization given to: _____</p>	<p>Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/>By Consensus</p>
--	---	---

COMMENTS:

CLERK TO THE BOARD

DATE



*Alliance For
Workforce Development, Inc.*
Providing pathways to success

Sierra County
Business and Career Network
305 South Lincoln Street
Sierraville, CA 96126
Main: (530) 994-3349
Fax: (530) 994-3368

Discussion Paper:

Briefing on the Alliance for Workforce Development, Inc. operations in Sierra County

1. Purpose: It is with pleasure that I take this opportunity to update you on the activities at the Sierra Business and Career Network (BCN), your local One-Stop Employment Center. Our mission is to serve as a common point of access for job seekers, employers and community members for the purpose of education, training, employment, referral and supportive services. AFWD delivers federal and state Workforce Innovation and Opportunity Act (WIOA) programs for Adults, Dislocated Workers and Youth of Sierra County.

2. Discussion: AFWD provides workforce development services in six northern California counties; Butte, Lassen, Modoc, Nevada, Plumas and Sierra. As a thriving One Stop Career Center, AFWD's purpose is to create an atmosphere for both the job seeker and the employer – A place where they can success in all endeavors by using the services available to them.

AFWD contracts with the Northern Rural Training and Employment Consortium (NoRTEC) to provide various workforce development programs. Supervisor Huebner represents Sierra County on the NoRTEC Governing Board. We continue to put an emphasis on the business first philosophy, as embraced by NoRTEC. The new WIOA legislation acknowledges and puts priority on ensuring businesses are included in the design and implementation of workforce development programs.

We are in year two (2) of WIOA, which was passed in July 2014. This legislation brings big change to the workforce development system. The most significant change is the requirement to better align all partners in the workforce system to meet employer need. This leads to an increase in partnerships, program alignment and unified regulations. In addition the new legislation provides for a stronger emphasis on career pathways and industry sector focus.

Sierra County's unemployment rate for August 2016 stands at 6.7%, while the state's unemployment rate is at 5.6%. This is up from August 2015, where the unemployment rate was 6.5%.

Staff work with job seekers and local employers to ensure that employers find the most qualified individuals for the job and our job seeking customers obtain sustainable work. All efforts are tied to enhancing the workforce development, economic vitality, and a *stable and prosperous business community* throughout Sierra County.

- Customers July 1, 2015– June 30, 2016: A total of 222 individuals utilized the many services available through the Sierra Business and Career Network.
- Business Services: We provided 54 businesses with a range of services including, business retention, expansion, recruitment, job postings, labor market information, human resource support, layoff assistance and access to interviewing and meeting space. A total of 92 services were provided to the 54 businesses, indicating multiple contacts/services are being provided to these employers. This further demonstrates that AFWD is developing long term relationships and that employers continue to use the services available through our organization.
- Rapid Response Activities: For July 1, 2015 through June 30, 2016, we assisted 2 individuals who were laid off from one business in Sierra County. These individuals were provided career advising, job search assistance and worked with staff to obtain employment.

3. Program Highlights:

Employer Based Training: AFWD worked with an employer in the county to provide employer based training to an individual who lacked all of the necessary skills for her new job. The program reimburses employers a percentage of an individual's wages to assist with the additional costs associated with the extra training required of these individuals. A total of \$1,747 in employer reimbursements were provided to this Sierra County business for hiring our client through this program.

State of the Workforce Discussion: AFWD and NoRTEC hosted a "State of the Workforce" discussion in Sierra County on May 12th.

- The goal of the discussion was to gain a better understanding of the opportunities and challenges for Sierra County. Other topics for discussion included: Identification of the support businesses need to grow their business.
- How to cultivate a workforce that is qualified to meet employer needs.
- Identify education and training programs that are most responsive to employer demand.

Information from the discussion will be used to assist with the development of the NoRTEC Regional Workforce Plan. The Regional Workforce Plan will be complete by the Spring of 2017. The results of which will be shared with this board and other stakeholders in Sierra County.

Conclusion: AFWD is pleased to offer WIOA services in Sierra County and will continue to provide valuable services to business and job seekers. All of our efforts are geared towards creating a solid workforce, economic vitality and a stable and prosperous business community throughout Sierra County. If you have any questions, please feel free to contact me at (530) 994-3349.

For more information about AFWD activities, please visit our website, www.afwd.org and click on CC Reports. Here you will find quarterly reports for each of AFWD's county operations.

Thank you for your time.

Kayte Puckett
Resource Coordinator

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: October 4, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Timed <input type="checkbox"/> Consent
---	---

DEPARTMENT: Planning Dept
APPROVING PARTY: Tim Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: 10:30 AM: Conduct public hearing on a County Initiated Zone Amendment from General Forest (GF) District to Rural Residential-5 (RR-5) District on a 4.13 acre parcel identified as APN 006-120-003, to bring the zoning into conformance with the General Plan.
Adoption of a resolution approving the zone amendment from General Forest (GF) District to Rural Residential-5 (RR-5) District and CEQA exemption.
Introduction and adoption of an ordinance amending Section 15.12.320 .80 (e) of the Sierra County Code to rezone 4.13 acres from General Forest (GF) District to Rural Residential-5 (RR-5) District to be consistent with Sierra County General Plan.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: On September 6, 2016 the BOS set the public hearing to this date and time

FUNDING SOURCE: N/A
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---	---	---

COMMENTS:

CLERK TO THE BOARD

DATE

**PLANNING COMMISSION
COUNTY OF SIERRA
STATE OF CALIFORNIA**

RESOLUTION NO. 2016-06

**IN THE MATTER OF RECOMMENDING APPROVAL
TO THE BOARD OF SUPERVISORS
ON A COUNTY INITIATED ZONING AMENDMENT
FROM GENERAL FOREST (GF) DISTRICT
TO RURAL RESIDENTIAL 5 (RR-5) DISTRICT
ON APN 006-120-003-0**

WHEREAS, pursuant to Sierra County Code Section 15.32.020, the Sierra County Planning Commission, on June 8, 2016 at a regularly-scheduled public hearing, adopted Resolution of Intent No. 2016-03 to initiate a Zoning Amendment on a 4.13 acre private parcel in the Community of Pike identified as APN 006-120-003-0 from General Forest (GF) District to Rural Residential (RR-5) District, to bring the parcel's zoning into consistency with the General Plan; and,

WHEREAS, on August 25, 2016 the Sierra County Planning Commission held a duly noticed public hearing as required by law, and considered all of the public comments and information presented in writing and at the meeting, including staff recommendation no. 1168; and,

WHEREAS, the Sierra County Planning Commission hereby adopts the following findings and evidence as presented in Staff Recommendation No. 1168:

General Plan [ref. SCC §15.04.010(a), (b)]

Finding: The proposed rezone is consistent with the land use designation, goals and policies of the Sierra County General Plan.

Evidence:

1. The General Plan designates the land use for APN 006-120-003 as "Rural 5-10", within the Pike Community Core. The proposed re-zoning out of General Forest (GF) District and into Rural Residential (RR-5) District is consistent with the Rural land use designation (ref., General Plan policy 1-4).
2. Continued use of the property as low density residential is anticipated. The current owner proposes to maintain the existing single family home, and possibly to construct a permitted secondary residential unit, which are allowed uses under General Plan policy 1-4 for the Rural designation.
3. The 4.13 ac. size of the parcel is consistent with both the General Plan and the Zoning Code, which allows legal non-conforming parcels of lesser size as long as the 1-dwelling-unit-per-5-acre density is not exceeded. This parcel would be prohibited from further subdivision under the General Plan and Zoning designations.

California Environmental Quality Act (CEQA) [ref., SCC §38.05 et.seq.]

Finding: The proposal will not have a significant adverse effect on the environment and is statutorily exempt from CEQA.

Evidence:

1. This project is eligible for a Statutory Exemption from the California Environmental Quality Act (CEQA), under Public Resources Code Section 21083.3: re-zoning consistent with a General Plan for which an EIR has already been certified and adopted.
2. The county-initiated application is for a re-zone to bring the zoning into consistency with the County General Plan land use designation. The General Plan EIR anticipated low density, rural residential uses on this property at the time it was written and adopted in 1996.
3. The EIR adopted in conjunction with the General Plan policies regulating residential development and allowable accessory uses in the Rural Residential District will be relied upon and those provisions, policies, and mitigation measures implemented in the Zoning Code, as amended, shall be enforced at the time of development permit application or other proposed uses.
4. The project was routed to commenting agencies between June 23, 2016 and July 7, 2016. There were no responses received containing comments of environmental concern warranting further investigation, or excepting the project from the statutory exemption, or requiring the preparation of an Initial Study.
5. On the basis of the exemption, comments received, and the whole record, there is no substantial evidence that the project may have a significant detrimental effect on the environment.

AND WHEREAS, the Sierra County Planning Commission, pursuant to Sierra County Code section 15.32.040, must report its findings and make recommendation with respect to the proposed amendment to the Board of Supervisors for final determination.

NOW, THEREFORE BE IT RESOLVED that the Sierra County Planning Commission hereby adopts the analysis and findings contained in Staff Recommendation No. 1168, including determination that the project is statutorily exempt from CEQA; and upon the record of proceedings from the August 25, 2016 public hearing the Planning Commission hereby recommends approval of the proposed zoning amendment to the Board of Supervisors.

The foregoing Resolution of the County of Sierra was passed and adopted by the Planning Commission on the 25th day of August, 2016 by the following vote:

AYES: Commissioners: Devore, Christensen, Cammack, Fisher
NOES: None
ABSENT: Commissioner Eldred
ABSTAIN: None

ATTEST:



Tim H. Beals, Secretary
Planning Commission



Liz Fisher, Chair
Planning Commission

**BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA**

RESOLUTION NO. 2016-

**IN THE MATTER OF APPROVING
A COUNTY INITIATED ZONE AMENDMENT
TO SIERRA COUNTY CODE**

SECTION 15.12.320.80 (e) RURAL RESIDENTIAL-5 (RR-5) DISTRICT

WHEREAS, the Sierra County Planning Commission on August 25, 2016 conducted a duly noticed public hearing, received comments and testimony, and adopted Resolution 2016-06 recommending approval of a proposed zone amendment on a 4.13 acre parcel identified as APN 006-120-003-0 to the Board of Supervisors consistent with the County Planning Department recommendation contained within Staff Recommendation No. 1168; and,

WHEREAS, on October 4, 2016 the Sierra County Board of Supervisors conducted a duly noticed public hearing, received comments and testimony on the proposed zone amendment, and closed the public hearing on October 4, 2016; and,

WHEREAS, based upon the Record of Proceedings of the October 4, 2016 Board of Supervisors public hearing including the Planning Commission Administrative Record, the Board of Supervisors accepts and adopts the findings contained in Planning Commission Resolution 2016-06 and finds that the project is statutorily exempt from CEQA, and that it is appropriate to approve the proposed zone amendment and adopt the corresponding ordinance to amend Sierra County Zoning Code Section 15.12.320.80 pertaining to Rezones to Rural Residential (RR-5) District.

NOW THEREFORE BE IT RESOLVED BY THE SIERRA COUNTY BOARD OF SUPERVISORS, that based upon the record of proceedings for the October 4, 2016 public hearing the Board of Supervisors approves the zone amendment from General Forest District to Rural Residential-5 District on APN 006-120-003-0 and finds that the proposed amendment to the Sierra County Code is eligible for a Statutory exemption under Public Resources Code Section 21083.3, and directs the filing of a Notice of Exemption, and adoption of an ordinance approving the proposed amendment to Sierra County Code Section 15.12.320.80; rezones into the Rural Residential-5 (RR-5) District.

ADOPTED BY THE BOARD OF SUPERVISORS of the County of Sierra on the 4th day of October, 2016 by the following vote:

AYES: Supervisors

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

Lee Adams, Chairman
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Heather Foster
Clerk of the Board

David Prentice
County Counsel

**BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA**

ORDINANCE No. _____

**ORDINANCE AMENDING SUBSECTION 15.12.320.80 OF SIERRA COUNTY CODE
TO ADD APPROXIMATELY 4.31 ACRES TO
THE RURAL RESIDENTIAL-5 (RR-5) DISTRICT**

THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA ORDAINS as follows

Ordinance Section One: Part 15, Chapter 12, Section 320 Subsection 80 is hereby amended by adding the following described real property to the list of properties zoned Rural Residential-5.

One legal parcel totaling 4.13 acres and identified as Assessor Parcel Number 006-120-003, lying in the S.W ¼ of Section 8; Township 18N; Range 9E, M.D.B.&M.

Ordinance Section Two: This ordinance shall take effect thirty (30) days after its passage. Before expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Mountain Messenger, a newspaper of general circulation published in the County of Sierra, State of California, on October 4, 2016.

Introduced at a regular meeting of the Board of Supervisors and passed and adopted on October 4, 2016, and second reading and adoption by the Board of Supervisors of the County of Sierra, State of California, on October 4, 2016 by the following roll call vote, to wit:

**AYES:
NOES:
ABSTAIN:
ABSENT:**

COUNTY OF SIERRA

**LEE ADAMS, CHAIR
BOARD OF SUPERVISORS**

ATTEST

APPROVE AS TO FORM

**HEATHER FOSTER
CLERK OF THE BOARD**

**DAVID PRENTICE
COUNTY COUNSEL**



Planning Commission Staff Report

August 25, 2016

PC Exhibit 1

Project: County-Initiated Zone Amendment: GF→RR-5
File: 1632
Staff Rec: 1168
Request: Zoning Amendment (Zone Change)
Location: Pike
APN: 006-120-003
Planner: Brandon Pangman

<u>Applicant</u> Sierra County (PC Res. 2016-03) PO BOX 530 Downieville, CA 95936	<u>Property Owners</u> David Ridley 111 Alaska Peak Rd Pike, CA
---	---

1. Summary Staff Recommendation

Staff recommends that the Planning Commission recommend *approval* of the zoning amendment to the Board of Supervisors, subject to the findings contained in this report.

2. Project Description

The proposed project is:

- Zoning Amendment [GF → RR-5]

The project involves a County-Initiated Zoning Amendment to rezone a single, privately-owned 4.13 ac. legal parcel located within the community core of Pike, from General Forest (GF) District to Rural Residential (RR-5) District, to bring the zoning into consistency with the 1996 General Plan land use designation.

3. Setting & Background

The 4.13 ac. parcel is located in the northern portion of the unincorporated community of Pike City (see maps in Appendices A - C). There is currently a permitted single family residence and appurtenant structures and improvements—detached garage, onsite individual septic system and well, Cal Fire-compliant driveway. The subject parcel is sloped approx. 15% with low density mixed conifers. It is adjacent to Pike City Rd and accessed off of Alaska Peak Rd. There are similar-sized parcels in the vicinity, plus a 159± ac. parcel to the west zoned A1 and under Williamson Act contract.

The current owner, David Ridley, recently purchased the property and began inquiring to the Planning Department about the possibility to expand the residence and/or construct a second dwelling unit on the property. Unfortunately, because of the current GF zoning coupled with the fact that the parcel is less than 10 acres in size, neither a second dwelling unit nor a caretaker's residence is permitted on the property (cf, SCC §15.10.030 and 15.10.040). Mr. Ridley inquired about the possibility of having the County rezone the parcel from GF to RR-5 consistent with the current General Plan designation of "Rural 5-10." Under the RR-5 zoning, a second dwelling unit would be permitted, and the required yard setbacks would be drastically reduced making it much easier to further develop the property consistent with the "Rural" residential land uses envisioned for this property by the General Plan.

Planning staff brought the proposal to the Planning Commission during a regularly-scheduled public meeting on June 8, 2016. (Note: Sierra County Code section 15.32.020 provides that zoning amendments may only be initiated by one of the following three methods: petition by the affected property owner(s); Resolution of Intention by the Board of Supervisors; or Resolution of Intention by the Planning Commission.) At that meeting, the Planning Commission adopted Resolution of Intention #2016-03 (see Appendix D) directing staff to process the zoning amendment, and return with a staff recommendation.

Zoning amendments are legislative actions that must be approved by the Board of Supervisors, following a public hearing on the matter and recommendation by the Planning Commission.

4. Project Features & Findings

4.1 Project Background

This property was last zoned in 1973 ("General Forest—Community Expansion"). The Sierra County General Plan was updated in 1996, and created a new "community core" for the community of Pike, placing this property into the "Rural 5-10" land use designation. The parcel has not yet been rezoned to bring it into consistency with the General Plan. This proposed action would accomplish this.

4.2 General Plan Consistency

Finding: The proposed rezone is consistent with the land use designation, goals and policies of the Sierra County General Plan.

Evidence:

1. The General Plan designates the land use for APN 006-120-003 as "Rural 5-10", within the Pike Community Core. The proposed re-zoning out of General Forest (GF) District and into Rural Residential (RR-5) District is consistent with the Rural land use designation (ref., General Plan policy 1-4).
2. Continued use of the property as low density residential is anticipated. The current owner proposes to maintain the existing single family home, and possibly to construct a permitted secondary residential unit, which are allowed uses under General Plan policy 1-4 for the Rural designation.
3. The 4.13 ac. size of the parcel is consistent with both the General Plan and the Zoning Code, which allows legal non-conforming parcels of lesser size as long as the 1-

dwelling-unit-per-5-acre density is not exceeded. This parcel would be prohibited from further subdivision under the General Plan and Zoning designations.

4.3 California Environmental Quality Act (CEQA)

Finding: The proposal will not have a significant adverse effect on the environment and is statutorily exempt from CEQA.

Evidence:

1. This project is eligible for a Statutory Exemption from the California Environmental Quality Act (CEQA), under Public Resources Code Section 21083.3: re-zoning consistent with a General Plan for which an EIR has already been certified and adopted.
2. The county-initiated application is for a re-zone to bring the zoning into consistency with the County General Plan land use designation. The General Plan EIR anticipated low density, rural residential uses on this property at the time it was written and adopted in 1996.
3. The EIR adopted in conjunction with the General Plan policies regulating residential development and allowable accessory uses in the Rural Residential District will be relied upon and those provisions, policies, and mitigation measures implemented in the Zoning Code, as amended, shall be enforced at the time of development permit application or other proposed uses.
4. The project was routed to commenting agencies between June 23, 2016 and July 7, 2016. There were no responses received containing comments of environmental concern warranting further investigation, or excepting the project from the statutory exemption, or requiring the preparation of an Initial Study.
5. On the basis of the exemption, comments received, and the whole record, there is no substantial evidence that the project may have a significant detrimental effect on the environment.

5. Staff Recommendations

Staff recommends that the Planning Commission take the following actions:

- A. Find that this project is statutorily exempt under CEQA, and transmit such finding to the Board of Supervisors.
- B. Adopt a resolution recommending to the Board of Supervisors that it *approve* the proposed zoning amendment, amending the zoning from GF District to RR-5 District, pursuant to GC §65853 – 65857 and Sierra County Code §15.32et.seq. (Note: draft Resolution reflecting the above findings and recommendation will be provided separately.)

6. Summary

Planning staff has processed the requested zoning amendment, at the direction of the Planning Commission. The project has been analyzed for compliance with the policies and goals of the

Sierra County General Plan, the Zoning Code, the California Environmental Quality Act, and relevant state statutes and local ordinances. The project as proposed will be compatible with the surrounding land uses and will not have a significant effect on the environment. Staff recommends that the Planning Commission recommend approval as proposed, and transmit such recommendation in writing to the Board of Supervisors no later than November 9, 2016 (90 days from the publication of the notice of this hearing; GC §65857, SCC §15.32.040).

7. Recommended Motion

Should the Planning Commission agree with staff's recommendation, the following motion is suggested:

“I move that the Planning Commission find that the project is statutorily exempt under CEQA; and adopt a resolution recommending to the Board of Supervisors that it approve the proposed zoning amendment from General Forest District to RR-5 District on APN 006-120-003.”

8. Attachments

Appendix A – General Plan Map

Appendix B – Zoning Map

Appendix C – Aerial Photo (Google Earth Image)

Appendix D – PC Resolution of Intent (Res. No. 2016-03)

Appendix E – Early Consultation / Commenting Agencies Routing Sheet

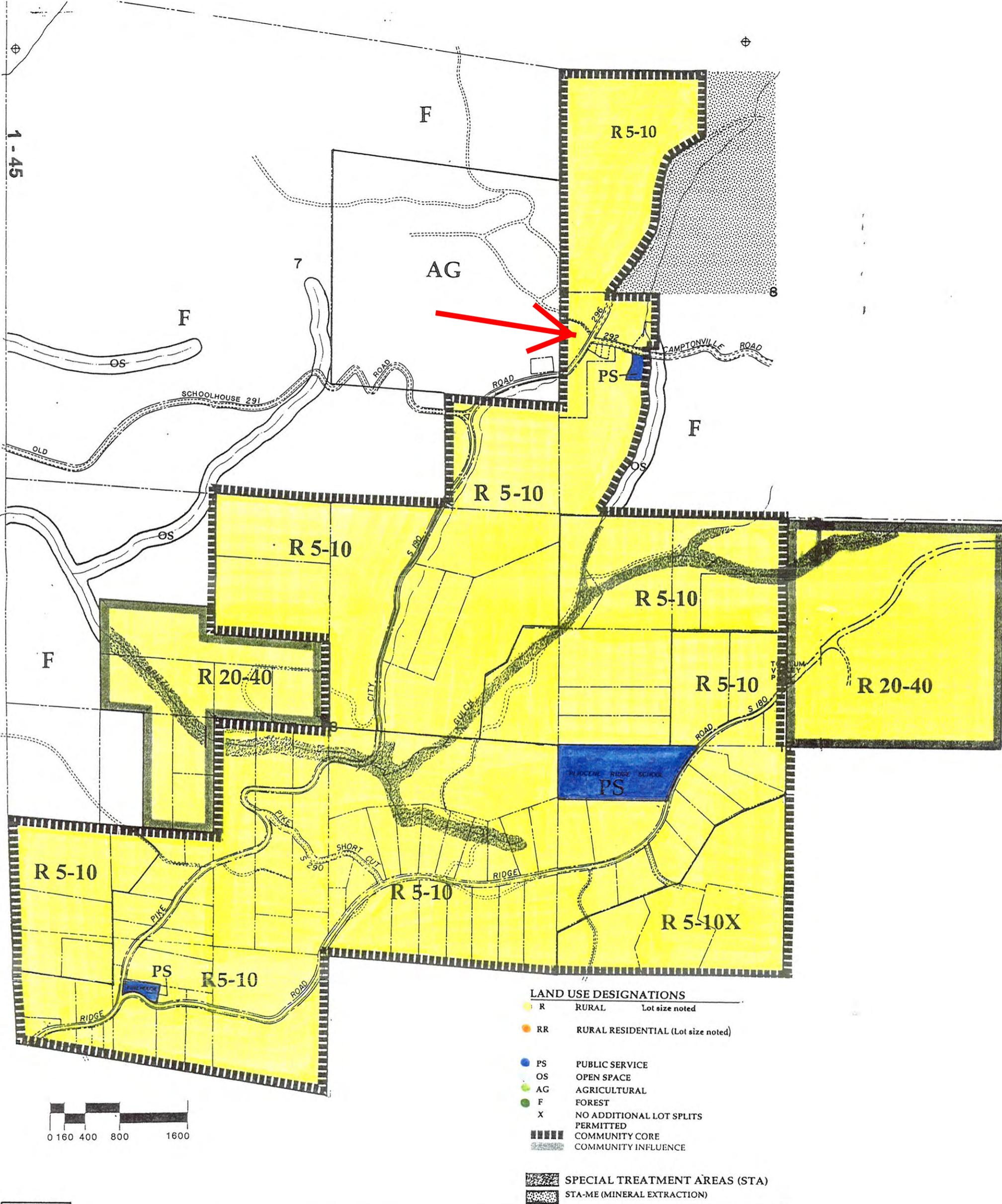
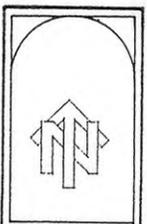
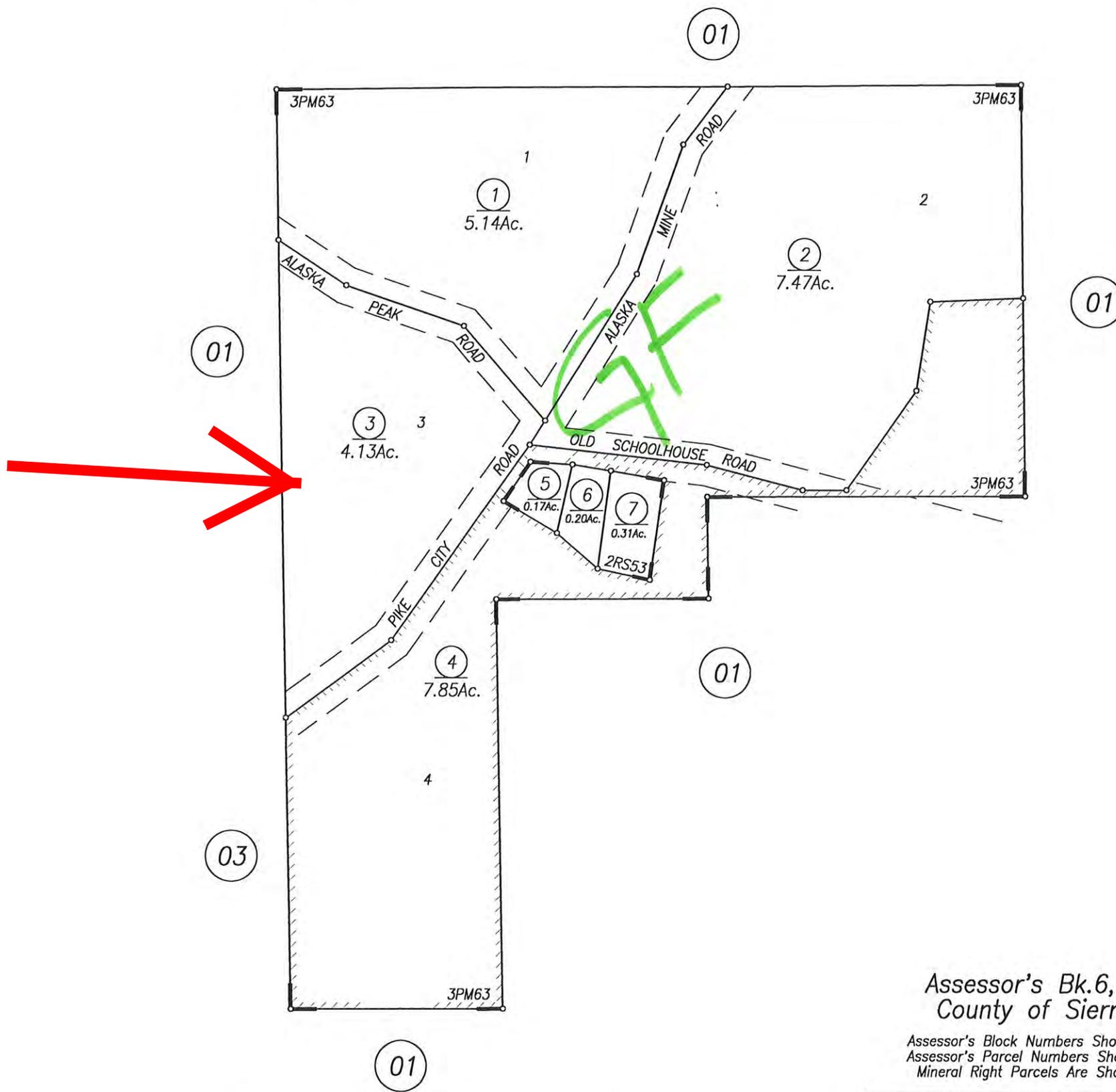
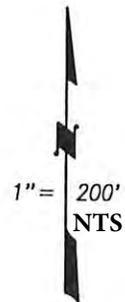


Figure 1-12
TOWN OF
PIKE
SIERRA COUNTY, CALIFORNIA



General Plan



NOTE
 This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or supersede local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

Assessor's Bk.6, Pg.12
 County of Sierra, CA

Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.
 Mineral Right Parcels Are Shown Hatched.

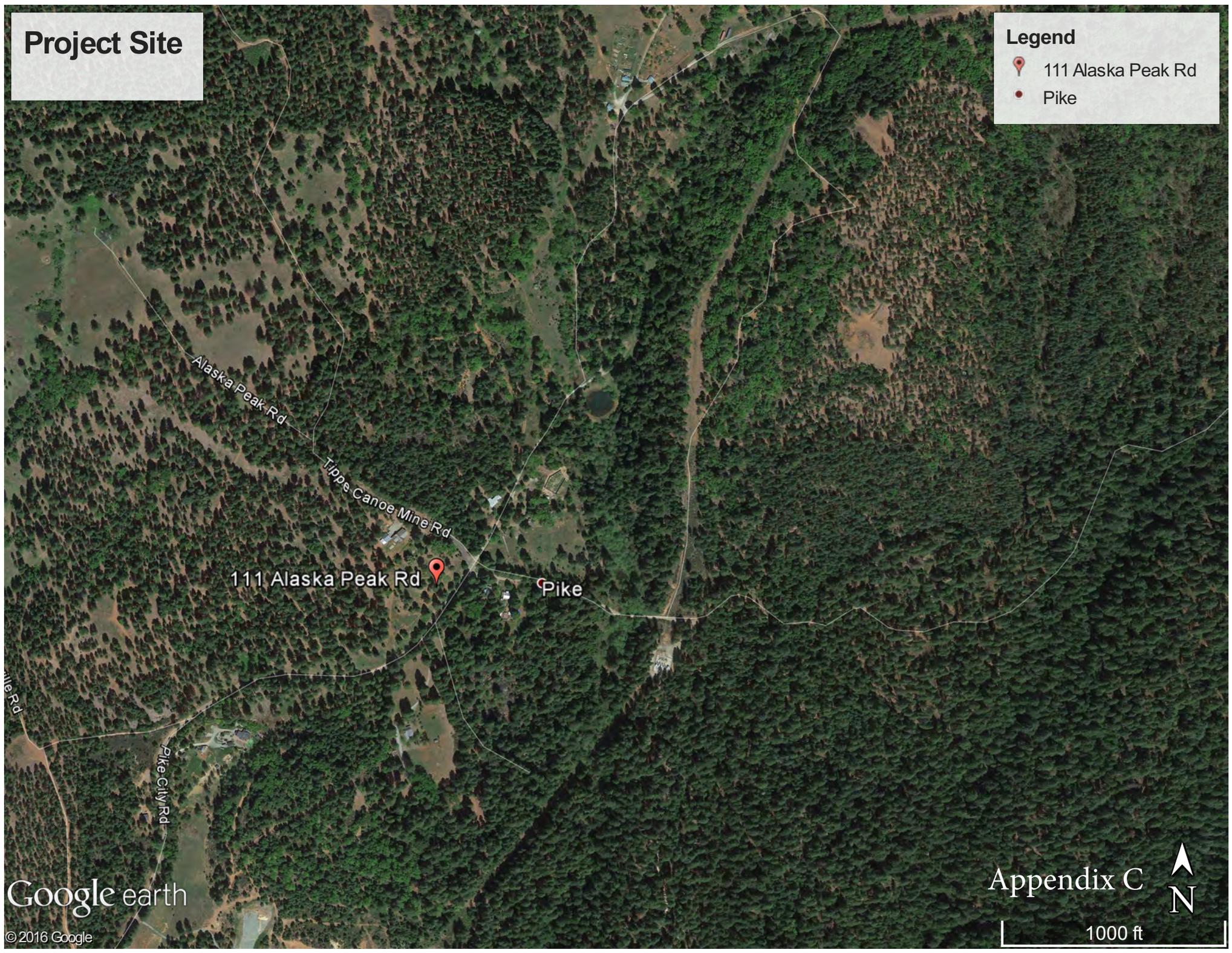
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REVISED		REVISED
REVISED		REVISED
REVISED		REVISED

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Project Site

Legend

-  111 Alaska Peak Rd
-  Pike



Google earth

© 2016 Google

Appendix C



1000 ft

**PLANNING COMMISSION
COUNTY OF SIERRA
STATE OF CALIFORNIA**

RESOLUTION NO. 2016-03

**A RESOLUTION OF INTENT OF
A COUNTY INITIATED ZONE AMENDMENT
FROM GENERAL FOREST (GF) DISTRICT TO
RURAL RESIDENTIAL-5 (RR-5) DISTRICT**

WHEREAS, Sierra County Planning Commission determined that a parcel of land within Sierra County should be considered for a zone amendment from the existing zoning of General Forest (GF) to Rural Residential-5 (RR-5) to be consistent with the General Plan; and

WHEREAS, the parcel to be considered for a zone amendment from existing General Forest to Rural Residential-5 is described as APN 006-120-003, and is located at 111 Alaska Peak Road within the community of Pike.

NOW THEREFORE BE IT RESOLVED, pursuant to Sierra County Code Section 15.32.020 (c) the Planning Commission hereby adopts a resolution of intent to initiate rezoning of the above-referenced real property, and directs Staff to return to the Planning Commission with a recommendation on the proposed zone change.

The foregoing Resolution of the County of Sierra was passed and adopted by the Planning Commission on the 8th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:



Tim H. Beals, Secretary
Planning Commission



Liz Fisher, Chair
Planning Commission



SIERRA COUNTY

Department of Planning and Building Inspection

Post Office Box 530
Downieville, California 95936

Tel (530) 289-3251
Fax (530) 289-2828

Early Consultation / Project Review Routing Sheet

Date: June 23, 2016

To: Commenting Agencies

County Departments

- County Assessor
- County Treasurer-Tax Collector
- County Counsel
- County Sheriff
- County Environmental Health Department
- County Surveyor-Engineer
- County Supervisor
- County Public Works Department
- County Fire Safe & Watershed Council
- County Fish and Game Commission
- County Historical Society

Federal Departments

- USFS—Forest Supervisor Office:
_____ National Forest
- USFS Sierraville District Ranger Office: Plumas
_____ Ranger District
- BLM—Regional Office: _____ District
- US Army Corps of Engineers
- FEMA—NFIP - Region IX

SB18 Tribes

- Washoe Tribe of Nevada & California
- T'Si-akim Maidu
- Greenville Rancheria of Maidu Indians
- United Auburn Indian Comm. /Auburn Rancheria

State Departments

- Dept. of Fish & Wildlife—Regional Office
- Dept. of Fish & Wildlife—Local Warden
- Dept. of Fish & Wildlife—Area Biologist
- State Reg. Water Quality Control Board—
Lahontan Region
- State Reg. Water Quality Control Board—
Central Valley Region
- California Public Utility Commission
- State Department of Forestry & Fire
Protection (CalFire)
- Air Resources Board
- Department of Health Services
- Housing & Community Development
- Department of Conservation
- Energy Commission
- Department of Water Resources
- CalTrans-District Office-Planning & Project
Review
- CalTrans-District Encroachment Permit
Engineer
- Native American Heritage Commission
- State Office of Planning and Research
- State Water Board-Division of Drinking Water
- Other: _____

Other Agencies

- Sierra-Plumas Joint Unified School District
- City of Loyalton
- Northern Sierra Air Quality Management
- Sierra Valley Resource Conservation
- Nevada County Resource Conservation
- Sierra Economic Development District
- Public Utility/Water/Waterworks District:
Sierra Brooks Water _____
- Fire Protection District: Pike
- Hospital or Health Care District: _____
- Sierra Valley Groundwater Management**
- Long Valley Groundwater Management
- Contiguous County Planning Department:
____Washoe County _____
- Liberty Utilities
- Pacific Gas & Electric Company
- Plumas Sierra Rural Electric Cooperative
- SBC/ATT-Serving Phone Communications
- Private or Public Water Company: _____
- NE Center of CA Historical Resources
Information System
- Other: _____

Project Description

The following application has been submitted to the Sierra County Planning Department. The project is being sent to your agency for early review and comment. The purpose of this "early consultation/routing" is to identify any unforeseen issues or reasons why the project should not be "exempt" from CEQA, and/or to solicit review comments and recommended conditions of approval.

Application Number: **1632**
 Application Title: County Initiated Zone Amendment
 Assessor's Parcel Number(s): 006-120-003
 Property Address/Location: 111 Alaska Peak Rd, Pike, unincorporated Sierra County

Project Description: *The project involves a County Initiated Zone Amendment from General Forest (GF) to Rural-Residential-5 (RR-5) on a 4.13 acre parcel to bring the zoning into conformance with the General Plan. The project site, identified as APN 006-120-003, is located at 111 Alaska Peak Rd, Pike. Planning staff's preliminary environmental assessment: exempt under CEQA Guidelines Sections 15305.*

Comments and Conditions

- If there is any additional information required to evaluate and prepare conditions for the project, please send me a list of these items **within two weeks**.
- Please send your comments and conditions to me by **July 7, 2016**. If we do not receive a response by this date, we will presume that your agency has "no comment." If you require additional time for review, please contact me at: (530) 289-3251 or bpangman@sierracounty.ca.gov.

Sincerely,
Brandon Pangman
Assistant Planning Director

Signature, date

Comments are: Attached No comment

Print Name and Title

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: October 4, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input checked="" type="checkbox"/> Timed <input type="checkbox"/> Consent
---	--

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Heather Foster, Clerk of the Board
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Appeal of Notice to Abate Unlawful Marijuana Cultivation filed by Sarah J. Lang (Grew) and Tristan Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants, APN 006-130-027-00.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Notice to Abate, Notice of Appeal, Clerk Correspondence, Sierra County Code Section 8.01.80 and Ordinance 1055

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE



Tim Standley

Sheriff-Coroner
County of Sierra
State of California

100 Courthouse Square/PO Box 66
Downieville CA 95936
(530)289-3700 Fax (530) 289-3318

NOTICE TO ABATE UNLAWFUL MARIJUANA CULTIVATION

Pursuant to Sierra County Ordinance 1055 section 8.01.050

Property Owner(s): SARAH J. LANG(GREW) + TRISTAN W. GREW

Property Occupant(s): JENNIFER L. LAHM / RYAN J. ROMERO

Property Address: 21 RANCH CT, PIKE CITY, CA.

Sierra County Assessor Parcel Number (APN#): 006-130-027-0

On 9-9-2016 it was determined that unlawful marijuana cultivation exists on the above premises and it has been determined by the enforcing officer to be a public nuisance. The following violation(s) are occurring:

- No lawful dwelling on the property.
- Person cultivating marijuana does not reside on the property.
- In excess of 18 marijuana plants under cultivation per person.
- In excess of 72 marijuana plants under cultivation on the property.
- No notarized letter from the legal property owner authorizing tenant(s) to cultivate marijuana on file.
- Outdoor marijuana not properly enclosed by opaque fence and/or bushes and hedgerows.
- Marijuana under cultivation not properly set back from property boundaries.

Other violation(s): _____

Action(s) required to abate unlawful marijuana cultivation: ABATE ALL MARIJUANA FROM PROPERTY DUE TO NO LAWFUL DWELLING. PROVIDE NOTARIZED LETTER WITH AUTHORIZED PERSONS ALLOWED TO CULTIVATE ON PROPERTY.

Notice to owner and/or occupant listed above: You are required to abate the unlawful marijuana cultivation within (10) ten calendar days after this notice was served. You have the right to make a request in writing within the (10) ten calendar days to the Sierra County Clerk of the Board of Supervisors for a hearing to appeal the determination of the enforcing officer that the conditions existing constitute a public nuisance, or to show other cause why those conditions should not be abated. Unless the owner or occupant abates the unlawful marijuana cultivation, or requests a hearing before the Board of Supervisors, within ten calendar days of the date of the service of the notice, the County will abate the nuisance. Additionally, abatement costs, including administrative costs, may be made a special charge added to the County assessment roll and become a lien on the real property, or be placed on the unsecured tax roll.

DEPUTY: DET. M. FISHER #4620 DATE OF SERVICE 9-9-2016 (US MAIL)



Law Office of Charnel James
A New Dawn in Legal Representation

Charnel James, Esq

September 19, 2016

Board of Supervisor
County of Sierra
State of California
Attn: Clerk of the Board
100 Courthouse Square
Downieville, CA 95936

FILED
SIERRA COUNTY CLERK

SEP 19 2016

BY HEATHER FOSTER DEPUTY

**RE: NOTICE TO ABATE UNLAWFUL MARIJUANA CULTIVATION
PURSUANT TO SIERRA COUNTY ORDINANCE 1055 section 8.01.050
Property Owner: Sarah J. Lang (Grew) and Tristen W. Grew
Property Occupants: Jennifer L. Lahm and Ryan J. Romero
Property Address: 21 Ranch Ct. Pike City, CA
Sierra County Parcel No.: 006-130-0270**

Dear Sirs,

I have been retained to represent a person of interest in this matter related to the use of the property located on **21 Ranch Ct. Pike City, CA (APN: 006-130-0270)**. This will act as the official request for an appeal of this citation. In that citation the following violations were cited:

- 1. No lawful dwelling on the property.**
- 2. No notarized letter from the legal property owner authorizing tenant(s) to cultivate marijuana on file.**

I will be representing both the tenant and the owner of the property at that hearing and would appreciate being added to the mailing list for when that will take place, and to receive a copy of the staff report once it is complete.

Providing the date and time of the administrative hearing will allow us sufficient time to prepare our response to the allegations that my client is out of compliance with the code and/or if it is a nuisance.

Sincerely,


Charnel James
Attorney at Law

117 C Street
Marysville, CA 95901
cjames@charneljameslaw.com

main 530-923-4678
fax 530-634-9957

NOTICE OF APPEAL
Sierra County Code Section 8.01.080

FILED
SIERRA COUNTY CLERK

SEP 19 2016

HEATHER FOSTER
BY: [Signature] DEPUTY

Appeal Hearing Body: Sierra County Board of Supervisors
P.O. Drawer D
Downieville, CA 95936

In the matter of the appeal of: Sarah S. Long, Tristan Gray, Seunika Lohm, + Ryan
Roward

1. Date Notice to Abate Unlawful Marijuana Cultivation served: 9/9/16

2. Specific reasons conditions should not be abated:
* Duelling is lawful with permits
* Tenant has authorization to cultivate marijuana.
* Good Cause - cultivating for various patients unable
to cultivate for themselves

3. Supporting facts for appeal:
* Tenant has authorization to cultivate marijuana
* Duelling has permits processing

* More information to follow prior to hearing.

A separate sheet may be attached if more space is needed to complete items 2 and 3 above.

CHARNEE JAMES (Attorney for all)

By: [Signature]
Signature

BOBBY C. Walker
Print or type name

9/19/16
Date

Pursuant to Section 8.01.080 of the Sierra County Code the time within to appeal is as follows:
An administrative review shall be commenced by filing a written request for hearing with the clerk of the Board of Supervisors within 10 calendar days after the date that said notice was served.

RETURN THIS FORM TO:
Sierra County Clerk
P.O. Drawer D
Downieville, CA 95936

SIERRA COUNTY

Clerk-Recorder
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830



Heather Foster
Clerk-Recorder

September 21, 2016

Charnel James
Attorney at Law
Law Office of Charnel James
117 C Street
Marysville, CA 95901

RE: Appeal of Notice to Abate Unlawful Marijuana Cultivation – APN 006-130-027-0

Dear Ms. James,

The appeal of the Notice to Abate Unlawful Marijuana Cultivation you filed on behalf of Sarah J. Lang (Grew) and Tristan W. Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants - APN 006-130-027-0, will be held on **Tuesday, October 4, 2016 at 11:00 a.m.** The hearing will take place in the Board of Supervisors Chambers, Courthouse, Downieville, CA.

The appeal hearing shall be conducted pursuant to Section 8.01.080 of the Sierra County Code. Upon the conclusion of the hearing the Board of Supervisors shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.

If you have additional information you wish to provide to the Board please either e-mail the information to my office at clerk-recorder@sierracounty.ca.gov no later than 4:00 p.m. on September 28, 2016 or bring eight (8) copies and an original to the meeting.

If you have any questions regarding your hearing please contact me.

Sincerely,

Heather Foster
County Clerk-Recorder

cc: Sarah J. Lang (Grew) and Tristen Grew
Jennifer L. Lahm and Ryan J. Romero
Detective Mike Fisher, Sierra County Sheriff's Office

Enclosure

PROOF OF SERVICE - C.C.P. 1013A, 2015.5

I, Heather Foster, declare that:

1. I am employed in the County of Sierra, California; I am over the age of eighteen years and not a party to the within cause; and my business address is:

100 Courthouse Square, Room 11
Downieville, CA 95936

2. I am readily familiar with the practice of the County of Sierra in the processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

3. On September 21, 2016, I served the following document(s)

NOTICE OF APPEAL HEARING

for Sarah J. Lang (Grew) and Tristan Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants – APN 006-130-027-0

In said cause, on the following interested parties:

Charnel James
Attorney at Law
Law Office of Charnel James
117 C Street
Marysville, CA 95901

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Downieville, California, following the above-stated business practice, on this date.

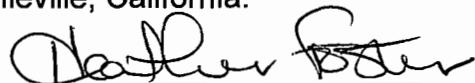
BY PERSONAL SERVICE: I hand-delivered each such envelope to the address(es) listed on this date.

BY COURIER/MESSENGER SERVICE (Hand Delivery): I caused each such envelope to be delivered by hand to the address(es) listed above on this date.

BY FACSIMILIE: I caused said document(s) to be transmitted by facsimile machine to the parties at the numbers(s) indicated above on this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed September 21, 2016 at Downieville, California.



Heather Foster, County Clerk/Recorder
County of Sierra, State of California

PROOF OF SERVICE - C.C.P. 1013A, 2015.5

I, Heather Foster, declare that:

1. I am employed in the County of Sierra, California; I am over the age of eighteen years and not a party to the within cause; and my business address is:

100 Courthouse Square, Room 11
Downieville, CA 95936

2. I am readily familiar with the practice of the County of Sierra in the processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

3. On September 21, 2016, I served the following document(s)

NOTICE OF APPEAL HEARING

for Sarah J. Lang (Grew) and Tristan Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants – APN 006-130-027-0

In said cause, on the following interested parties:

Jennifer L. Lahm and Ryan J. Romero
21 Ranch Ct.
Pike, CA 95960

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Downieville, California, following the above-stated business practice, on this date.

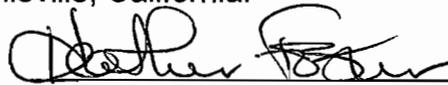
BY PERSONAL SERVICE: I hand-delivered each such envelope to the address(es) listed on this date.

BY COURIER/MESSENGER SERVICE (Hand Delivery): I caused each such envelope to be delivered by hand to the address(es) listed above on this date.

BY FACSIMILIE: I caused said document(s) to be transmitted by facsimile machine to the parties at the numbers(s) indicated above on this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed September 21, 2016 at Downieville, California.



Heather Foster, County Clerk/Recorder
County of Sierra, State of California

PROOF OF SERVICE - C.C.P. 1013A, 2015.5

I, Heather Foster, declare that:

1. I am employed in the County of Sierra, California; I am over the age of eighteen years and not a party to the within cause; and my business address is:

100 Courthouse Square, Room 11
Downieville, CA 95936

2. I am readily familiar with the practice of the County of Sierra in the processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

3. On September 21, 2016, I served the following document(s)

NOTICE OF APPEAL HEARING

for Sarah J. Lang (Grew) and Tristan Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants – APN 006-130-027-0

In said cause, on the following interested parties:

Sarah J. Lang (Grew) and Tristan Grew
P.O. Box 876
North San Juan, CA 95960

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Downieville, California, following the above-stated business practice, on this date.

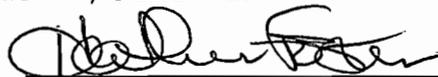
BY PERSONAL SERVICE: I hand-delivered each such envelope to the address(es) listed on this date.

BY COURIER/MESSENGER SERVICE (Hand Delivery): I caused each such envelope to be delivered by hand to the address(es) listed above on this date.

BY FACSIMILIE: I caused said document(s) to be transmitted by facsimile machine to the parties at the numbers(s) indicated above on this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed September 21, 2016 at Downieville, California.



Heather Foster, County Clerk/Recorder
County of Sierra, State of California

8.01.080 Administrative Review

- (a) Any person upon whom an notice to abate unlawful marijuana cultivation has been served may appeal the determination of the enforcing officer that the conditions set forth in the notice constitute a public nuisance to the Board of Supervisors, or may show cause before the Board of Supervisors why those conditions should not be abated in accordance with the provisions of this chapter. Any such administrative review shall be commenced by filing a written request for a hearing with the Clerk of the Board of Supervisors within ten calendar days after the date that said notice was served. The written request shall include a statement of all facts supporting the appeal. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the enforcing officer contained in the notice shall become final and conclusive on the eleventh day following service of the notice.
- (b) Upon timely receipt of a written request for hearing which complies with the requirements of this section, the Clerk of the Board of Supervisors shall set a hearing date not less than seven days nor more than thirty days from the date the request was filed. The Clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice was served, and to the enforcing officer.
- (c) Any hearing conducted pursuant to this chapter need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The board of supervisors has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
- (d) The Board of Supervisors may continue the administrative hearing from time to time.
- (e) The Board of Supervisors shall consider the matter de novo, and may affirm, reverse, or modify the determinations contained in the notice to abate unlawful marijuana cultivation. The Board of Supervisors shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.
- (f) The decision of the Board of Supervisors shall be final and conclusive. (Ord. 1055, eff. 8/21/14)

8.01.090 Liability for Costs

- (a) In any enforcement action brought pursuant to this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, each person who causes, permits, suffers, or maintains the unlawful marijuana cultivation to exist shall be liable for all costs incurred by the County, including, but not limited to, administrative costs, costs incurred in conducting an administrative hearing when an order for abatement is upheld but not in a case where the order for abatement is not sustained, and any and all costs incurred to undertake, or to cause or compel any responsible party to undertake, any abatement action in compliance with the requirements of this chapter, whether those costs are incurred prior to, during, or following enactment of this chapter;
- (b) In any action by the enforcing officer to abate unlawful marijuana cultivation under this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, the prevailing party shall be entitled to a recovery of the reasonable attorney's fees incurred. Recovery of attorneys' fees under this subdivision shall be limited to those actions or proceedings in which the County elects, at the initiation of that action or proceeding, to seek recovery of its own attorney's fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the County in the action or proceeding. (Ord. 1055, eff. 8/21/14)

**BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA**

ORDINANCE NO. 1055

**An Ordinance Adding Chapter 8.01 to the Sierra County Code
Pertaining to Cultivation of Marijuana**

THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA ORDAINS as follows:

Ordinance Section One:

Chapter 8.01 is hereby added to the Sierra County Code as follows:

**CHAPTER 8.01 – MARIJUANA CULTIVATION
(Ordinance 1055)**

8.01.010 Authority and title

Pursuant to the authority granted by Article XI, section 7 of the California Constitution, Health and Safety Code section 11362.83, and Government Code sections 25845 and 53069.4, the Board of Supervisors hereby enacts this Chapter, which shall be known and may be cited as the "Sierra County Marijuana Cultivation Ordinance."

8.01.020 Findings and purpose

The Board of Supervisors of the County of Sierra hereby finds and declares the following:

- (a) In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code section 11362.5 and entitled "The Compassionate Use Act of 1996").
- (b) The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The ballot arguments supporting Proposition 215 expressly acknowledged that "Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere."
- (c) In 2004, the Legislature enacted Senate Bill 420 (codified as California Health and Safety Code sections 11362.7 et seq., and referred to as the "Medical Marijuana Program") to clarify the scope of Proposition 215, and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified state criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

- (d) Health and Safety Code section 11362.83, both as originally enacted, and as amended by Assembly Bill 1300, further recognize that counties and cities may also adopt and enforce any other ordinances that are consistent with the Medical Marijuana Program.
- (e) The courts in California have held that neither the Compassionate Use Act nor the Medical Marijuana Program grants anyone an unfettered right to cultivate marijuana for medical purposes or limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. Accordingly, the regulation of cultivation of medical marijuana does not conflict with either statute. (See *Browne v. County of Tehama* (2013) 213 Cal. App. 4th 704 and *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729.)
- (f) Proposition 215 and Senate Bill 420 primarily address the criminal law, providing qualifying patients and primary caregivers with limited immunity from state criminal prosecution under certain identified statutes. Neither Proposition 215 nor Senate Bill 420, nor the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use adopted pursuant to Senate Bill 420, provides comprehensive regulation of premises used for marijuana cultivation. The unregulated cultivation of marijuana in the unincorporated area of Sierra County can adversely affect the health, safety, and well-being of the County and its residents. Comprehensive regulation of premises used for marijuana cultivation is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated marijuana cultivation, and that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.
- (g) Cultivation of any amount of marijuana at locations or premises within one hundred feet of schools creates unique risks that the marijuana plants may be observed by juveniles, and therefore be especially vulnerable to theft or recreational consumption by juveniles. Further, the potential for criminal activities associated with marijuana cultivation in such locations poses heightened risks that juveniles will be involved or endangered. Therefore, cultivation of any amount of marijuana in such locations or premises is especially hazardous to public safety and welfare, and to the protection of children and the person(s) cultivating the marijuana plants.
- (h) As recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.
- (i) It is the purpose and intent of this chapter to implement state law by providing a means for regulating the cultivation of medical marijuana in a manner that is consistent with state law and which balances the needs of medical patients and their caregivers and promotes the health, safety, and welfare of the residents and businesses within the unincorporated territory of the County of Sierra. This Chapter is intended to be consistent with Proposition 215 and Senate Bill 420, and towards that end, is not intended to prohibit persons from individually, collectively, or cooperatively exercising any right otherwise granted by state law. Rather, the intent and purpose of this chapter is to establish reasonable regulations upon the manner in which marijuana may be cultivated, including restrictions on the amount of marijuana that may be individually, collectively, or cooperatively cultivated in any location or premises, in order to protect the public health, safety, and welfare in Sierra County.

- (j) The limited immunity from specified state marijuana laws provided by the Compassionate Use Act and Medical Marijuana Program does not confer the right to create or maintain a public nuisance. By adopting the regulations contained in this chapter, the County will achieve a significant reduction in the aforementioned harms caused or threatened by the unregulated cultivation of marijuana in the unincorporated area of Sierra County.
- (k) Nothing in this ordinance shall be construed to allow the use of marijuana for non-medical purposes, or allow any activity relating to the cultivation, distribution, or consumption of marijuana that is otherwise illegal under state or federal law. No provision of this Chapter deemed a defense or immunity to any action brought against any person by the Sierra County District Attorney, the Attorney General of State of California, or the United States of America.

8.01.030 Definitions

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

"Cultivation" means the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof in any location, indoor or outdoor, including from within a fully enclosed and secure building.

"Enforcing officer" means the health officer or the sheriff, or the authorized deputies or designees of either or any person employed by the County of Sierra and appointed to the position of code enforcement officer, each of whom is independently authorized to enforce this chapter.

"Indoor" or "Indoors" means within a fully enclosed and secure structure that complies with the California Building Code (CBC), as adopted by the County of Sierra, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors, and constructed of solid materials that cannot easily be broken through, such as 2" x 4" or thicker studs overlain with 3/8" or thicker plywood or equivalent materials.

"Legal parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the Government Code).

"Marijuana plant" means any mature or immature marijuana plant, including without limitation, any marijuana seedling.

"Outdoor" or "Outdoors" means any location that is not "indoors" within a fully enclosed and secure structure as defined herein.

"Premises" shall mean a single, legal parcel of property. Where contiguous legal parcels are under common ownership or control, such contiguous legal parcels shall be counted as a single "premises" for purposes of this chapter.

"Primary caregiver" shall have the meaning set forth in Health and Safety Code sections 11362.5 and 11362.7 *et seq.*

"Qualified patient" shall have the meaning set forth in Health and Safety Code sections 11362.5 and 11362.7 *et seq.*

"School" means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a home school, vocational or professional institution of higher education, including a community or junior college, college, or university.

8.01.040 Conditions for Cultivation

- (a) The cultivation of marijuana plants, either indoors and/or outdoors, on any premises in excess of the following limits on the number of plants and conditions set forth here, is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter:
1. Each person that resides on the property in a lawfully constructed dwelling and who possess appropriate medical authorization for his or her use of marijuana may grow no more than 18 marijuana plants;
 2. A person residing on the property in a lawfully constructed dwelling who as the primary caregiver for a person that possess the medical authorization for use of marijuana by a qualified patient may grow no more than 18 plants as to each such qualified patient;
 3. In no event shall the number of marijuana plants being cultivated on any property exceed 72 plants.
- (b) It is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter for marijuana to be grown on any premises except for the personal consumption of a qualified patient residing on the premises or, as provide above for the use of a qualified patient as to which the person residing on the premises is a primary caregiver.
- (c) The cultivation of marijuana, in any amount or quantity outdoors, upon any premises located within one hundred feet of any school is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter.
1. Except as provided in subdivision (c)(2), such distance shall be measured in a straight line from the boundary line of the premises upon which marijuana is cultivated to the boundary line of the premises upon which the school is located.
 2. If the premises is twenty acres or greater in size, then such distance shall be measured in a straight line from the building in which the marijuana is cultivated, or, if the marijuana is cultivated in an outdoor area, from the fence required by subdivision (d)(3), to the boundary line of the premises upon which school is located.
- (d) The cultivation of marijuana either indoors or outdoors upon any premises is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter, unless all of the following conditions are satisfied:
1. The person(s) cultivating marijuana on any legal parcel shall be the owner of and residing in a lawfully constructed structure on the property. However, if the person(s) cultivating the marijuana is/are not the legal owner(s) of the parcel, such person(s) shall submit a notarized letter from the legal owner(s) consenting to the cultivation of marijuana on the parcel, in which case the person(s) cultivating the marijuana must reside on the property in a lawfully constructed structure. The agency shall prescribe forms for such letters.

2. All marijuana grown outside of any building must be fully enclosed by an opaque fence at least six feet in height if the marijuana is visible from any location off of the property which contains the growing marijuana. Bushes and hedgerows, may constitute an adequate fence under this subdivision if sufficient to prevent a view of the marijuana.
3. Any outdoor area in which the marijuana is cultivated shall be set back at least ten feet from all boundaries of the premises.

Such setback distance shall be measured in a straight line from the fence required by subdivision (d)(2), to the boundary line of the premises.

4. No lights may be used outdoors as part of the growing of marijuana. Lights used indoors shall comply with all applicable laws, including without limitation, restrictions on the use of lights or lighting that interferes with the use of any radio or other communication device.
- (e) No person owning, leasing, occupying, or having charge or possession of any premises within the County shall cause, allow, suffer, or permit such premises to be used for the outdoor or indoor cultivation of marijuana plants in violation of this chapter.

8.01.045 Omitted

8.01.050 Notice to Abate Unlawful Marijuana Cultivation

Whenever the enforcing officer determines that a public nuisance as described in this Chapter exists on any premises within the unincorporated area of Sierra County, he or she is authorized to notify the owner(s) and/or occupant(s) of the property, through issuance of a "Notice to Abate Unlawful Marijuana Cultivation."

8.01.060 Contents of Notice

The notice set forth in Section 8.01.050 shall be in writing and shall:

- (a) Identify the owner(s) of the property upon which the nuisance exists, as named in the records of the County Assessor, and identify the occupant(s), if other than the owner(s), and if known or reasonably identifiable.
- (b) Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property.
- (c) Identify such property by reference to the assessor's parcel number.
- (d) Contain a statement that unlawful marijuana cultivation exists on the premises and that it has been determined by the enforcing officer to be a public nuisance described in this chapter.
- (e) Describe the unlawful marijuana cultivation that exists and the actions required to abate it.
- (f) Contain a statement that the owner or occupant is required to abate the unlawful marijuana cultivation within ten calendar days after the date that said notice was served.

- (g) Contain a statement that the owner or occupant may, within ten calendar days after the date that said notice was served, make a request in writing to the Clerk of the Board of Supervisors for a hearing to appeal the determination of the enforcing officer that the conditions existing constitute a public nuisance, or to show other cause why those conditions should not be abated in accordance with the provisions of this chapter.
- (h) Contain a statement that, unless the owner or occupant abates the unlawful marijuana cultivation, or requests a hearing before the Board of Supervisors, within ten calendar days of the date of the service of the notice, the County will abate the nuisance. The notice shall also state that the abatement costs, including administrative costs, may be made a special charge added to the County assessment roll and become a lien on the real property, or be placed on the unsecured tax roll.
- (i) State the applicable hearing fee, if such a fee has been established.

8.01.070 Service of Notice

- (a) The notice set forth in Section 8.01.050 shall be served by delivering it personally to the owner and to the occupant, or by mailing it by regular United States mail, together with a certificate of mailing, to the occupant of the property at the address thereof, and to any non-occupying owner at his or her address as it appears on the last equalized assessment roll, except that:
 1. If the records of the County Assessor show that the ownership has changed since the last equalized assessment roll was completed, the notice shall also be mailed to the new owner at his or her address as it appears in said records; or
 2. In the event that, after reasonable effort, the enforcing officer is unable to serve the notice as set above, service shall be accomplished by posting a copy of the notice on the real property upon which the nuisance exists as follows: Copies of the notice shall be posted along the frontage of the subject property and at such other locations on the property reasonably likely to provide notice to the owner. In no event shall fewer than two copies of the order be posted on a property pursuant to this section.
- (b) The date of service is deemed to be the date of deposit in the mail, personal delivery, or posting, as applicable.

8.01.080 Administrative Review

- (a) Any person upon whom an notice to abate unlawful marijuana cultivation has been served may appeal the determination of the enforcing officer that the conditions set forth in the notice constitute a public nuisance to the Board of Supervisors, or may show cause before the Board of Supervisors why those conditions should not be abated in accordance with the provisions of this chapter. Any such administrative review shall be commenced by filing a written request for a hearing with the Clerk of the Board of Supervisors within ten calendar days after the date that said notice was served. The written request shall include a statement of all facts supporting the appeal. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the enforcing officer contained in the notice shall become final and conclusive on the eleventh day following service of the notice.
- (b) Upon timely receipt of a written request for hearing which complies with the requirements of this section, the Clerk of the Board of Supervisors shall set a hearing date not less than seven days nor

more than thirty days from the date the request was filed. The Clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice was served, and to the enforcing officer.

- (c) Any hearing conducted pursuant to this chapter need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The board of supervisors has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
- (d) The Board of Supervisors may continue the administrative hearing from time to time.
- (e) The Board of Supervisors shall consider the matter de novo, and may affirm, reverse, or modify the determinations contained in the notice to abate unlawful marijuana cultivation. The Board of Supervisors shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.
- (f) The decision of the Board of Supervisors shall be final and conclusive.

8.01.090 Liability for Costs

- (a) In any enforcement action brought pursuant to this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, each person who causes, permits, suffers, or maintains the unlawful marijuana cultivation to exist shall be liable for all costs incurred by the County, including, but not limited to, administrative costs, costs incurred in conducting an administrative hearing when an order for abatement is upheld but not in a case where the order for abatement is not sustained, and any and all costs incurred to undertake, or to cause or compel any responsible party to undertake, any abatement action in compliance with the requirements of this chapter, whether those costs are incurred prior to, during, or following enactment of this chapter;
- (b) In any action by the enforcing officer to abate unlawful marijuana cultivation under this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, the prevailing party shall be entitled to a recovery of the reasonable attorney's fees incurred. Recovery of attorneys' fees under this subdivision shall be limited to those actions or proceedings in which the County elects, at the initiation of that action or proceeding, to seek recovery of its own attorney's fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the County in the action or proceeding.

8.01.100 Abatement by Owner or Occupant

Any owner or occupant may abate the unlawful marijuana cultivation or cause it to be abated at any time prior to commencement of abatement by, or at the direction of, the enforcing officer.

8.10.110 Enforcement

Whenever the enforcing officer becomes aware that an owner or occupant has failed to abate any unlawful marijuana cultivation within ten days (1) of the date of service of the notice to unlawful

marijuana cultivation, unless timely appealed, or (2) of the date of the decision of the Board of Supervisors requiring such abatement, the enforcing officer may take one or more of the following actions:

- (a) Enter upon the property and abate the nuisance by county personnel, or by private contractor under the direction of the enforcing officer. The enforcing officer may apply to a court of competent jurisdiction for a warrant authorizing entry upon the property for purposes of undertaking the work, if necessary. If any part of the work is to be accomplished by private contract, that contract shall be submitted to and approved by the board of supervisors prior to commencement of work. Nothing herein shall be construed to require that any private contract under this Code be awarded through competitive bidding procedures where such procedures are not required by the general laws of the State of California; and/or
- (b) Request that the County Counsel commence a civil action to redress, enjoin, and abate the public nuisance.

8.01.120 Accounting

The enforcing officer shall keep an account of the cost of every abatement carried out and shall render a report in writing, itemized by parcel, to the Board of Supervisors showing the cost of abatement and the administrative costs for each parcel.

8.01.130 Notice of Hearing on Accounting; Waiver by Payment

Upon receipt of the account of the enforcing officer, the Clerk of the Board of Supervisors shall deposit a copy of the account pertaining to the property of each owner in the mail addressed to the owner and include therewith a notice informing the owner that, at a date and time not less than ten (10) business days after the date of mailing of the notice, the Board of Supervisors will meet to review the account and that the owner may appear at said time and be heard. The owner may waive the hearing on the accounting by paying the cost of abatement and the cost of administration to the enforcing officer prior to the time set for the hearing by the Board of Supervisors. Unless otherwise expressly stated by the owner, payment of the cost of abatement and the cost of administration prior to said hearing shall be deemed a waiver of the right thereto and an admission that said accounting is accurate and reasonable.

8.01.140 Hearing on Accounting

- (a) At the time fixed, the Board of Supervisors shall meet to review the report of the enforcing officer. An owner may appear at said time and be heard on the questions whether the accounting, so far as it pertains to the cost of abating a nuisance upon the land of the owner is accurate and the amounts reported reasonable. The cost of administration shall also be reviewed.
- (b) The report of the enforcing officer shall be admitted into evidence. The owner shall bear the burden of proving that the costs shown and the accounting is not accurate and reasonable.
- (c) The Board of Supervisors shall also determine whether or not the owner(s) had actual knowledge of the unlawful marijuana cultivation, or could have acquired such knowledge through the exercise of reasonable diligence. If it is determined at the hearing that the owner(s) did not have actual knowledge of the unlawful marijuana cultivation, and could not have acquired such knowledge through the exercise of reasonable diligence, costs for the abatement shall not be assessed against such parcel or otherwise attempted to be collected from the owner(s) of such parcel.

8.01.150 Modifications

The Board of Supervisors shall make such modifications in the accounting as it deems necessary and thereafter shall confirm the report by resolution.

8.01.160 Special Assessment/Charge and Lien

Pursuant to section 25845 of the Government Code, the Board of Supervisors may order that the cost of abating nuisances pursuant to this Chapter and the administrative costs as confirmed by the Board be placed upon the County tax roll against the respective parcels of land, or placed on the unsecured roll; provided, however, that the cost of abatement and the cost of administration as finally determined shall not be placed on the tax roll if paid in full prior to entry of said costs on the tax roll. The Board of Supervisors may also cause notices of abatement lien to be recorded against the respective parcels of real property pursuant to section 25845 of the Government Code.

8.01.170 Administrative Civil Penalties

- (a) In addition to any other remedy prescribed in this chapter, any nuisance as described in this chapter may be subject to an administrative penalty of up to one thousand dollars per day. The administrative penalty may be imposed via the administrative process set forth in this section, as provided in Government Code Section 53069.4, or may be imposed by the court if the violation requires court enforcement without an administrative process.
- (b) Acts, omissions, or conditions in violation of this chapter that continue, exist, or occur on more than one day constitute separate violations on each day. Violations continuing, existing, or occurring on the service date, the effective date, and each day between the service date and the effective date are separate violations.
- (c) In the case of a continuing violation, if the violation does not create an immediate danger to health or safety, the enforcing officer or the court shall provide for a reasonable period of time, not to exceed ten days, for the person responsible for the violation to correct or otherwise remedy the violation prior to the imposition of administrative penalties.
- (d) In determining the amount of the administrative penalty, the enforcing officer, or the court if the violation requires court enforcement without an administrative process, shall take into consideration the nature, circumstances, extent, and gravity of the violation or violations, any prior history of violations, the degree of culpability, economic savings, if any resulting from the violation, and any other matters justice may require.
- (e) The enforcing officer may commence the administrative process by issuance of a notice of violation and proposed administrative penalty, which shall state the amount of the proposed administrative penalty and the reasons therefore. The notice of violation and proposed administrative penalty may be combined with a notice to abate unlawful marijuana cultivation issued pursuant to Section 8.01.050. The notice shall be served by certified mail addressed to all of the following: (i) the owner of the property on which the violation exists, at the address shown on the last equalized assessment roll or as otherwise known to the enforcing officer; (ii) anyone known to the enforcing officer to be in possession of the property subject to the notice, at the street address of the property; and (iii) any other person known to the enforcing officer who has caused, permitted, maintained, conducted, or otherwise suffered or allowed the violation to exist. The failure to serve any person described in this subsection shall not affect the validity of service or the validity of any penalties imposed upon any other person. The notice shall inform the

recipient of their right to request a hearing before the board of supervisors in accordance with this section. If such a hearing is not requested within ten days after issuance of the notice, the proposed penalty shall become final and conclusive, and the person to whom the notice was issued shall immediately make payment of the penalty amount to the County.

- (f) If any person to whom the notice is issued requests a hearing before the Board of Supervisors, the person shall be notified by first class mail, postage prepaid, when the matter has been set for hearing. After the hearing, the Board may impose, modify, or disapprove, in whole or in part, by its own order, the proposed penalty set forth in the notice. The decision of the Board of Supervisors shall be final and conclusive. Any order of the Board of Supervisors shall become effective upon issuance thereof and shall be served by first class mail, postage prepaid, upon the appellant. Payment of an administrative penalty specified in the Board of Supervisors order shall be made to the County within twenty (20) days of service of the order, unless timely appealed to the superior court in accordance with Government Code section 53069.4, subdivision (b).
- (g) Interest shall accrue on all amounts due under this section, from the effective date of the administrative penalty order, as set forth in this section, to the date paid pursuant to the laws applicable to civil money judgments.
- (h) In addition to any other legal remedy, whenever the amount of any administrative penalty imposed pursuant to this section has not been satisfied in full within ninety days and has not been timely appealed to the superior court in accordance with Government Code section 53069.4, subdivision (b), or if appealed, such appeal has been dismissed or denied, this obligation may be enforced as a lien against the real property on which the violation occurred.
 1. The lien provided herein shall have no force and effect until recorded with the County recorder. Once recorded, the administrative order shall have the force and effect and priority of a judgment lien governed by the provisions of Code of Civil Procedure section 697.340, and may be extended as provided in Code of Civil Procedure sections 683.110 to 683.220, inclusive.
 2. Interest shall accrue on the principal amount of the lien remaining unsatisfied pursuant to the law applicable to civil money judgments.
 3. Prior to recording any such lien, the enforcing officer shall prepare and file with the clerk of the board of supervisors a report stating the amounts due and owing.
 4. The clerk of the board of supervisors will fix a time, date, and place for the board of supervisors to consider the report and any protests or objections to it.
 5. The clerk of the Board of Supervisors shall serve the owner of the property with a hearing notice not less than ten days before the hearing date. The notice must set forth the amount of the delinquent administrative penalty that is due. Notice must be delivered by first class mail, postage prepaid, addressed to the owner at the address shown on the last equalized assessment roll or as otherwise known. Service by mail is effective on the date of mailing and failure of owner to actually receive notice does not affect its validity.
 6. Any person whose real property is subject to a lien pursuant to this section may file a written protest with the clerk of the Board of Supervisors and/or may protest orally at the board of supervisors meeting. Each written protest or objection must contain a description of the property in which the protesting party is interested and the grounds of such protest or objection.

7. At the conclusion of the hearing, the Board of Supervisors will adopt a resolution confirming, discharging, or modifying the lien amount.
 8. Within thirty (30) days following the Board of Supervisors' adoption of a resolution imposing a lien, the Clerk of the Board of Supervisors will file same as a judgment lien in the Sierra County Recorder's Office.
 9. Once the County receives full payment for outstanding principal, penalties, and costs, the Clerk of the Board of Supervisors will either record a notice of satisfaction or provide the owner with a notice of satisfaction for recordation at the Sierra County Recorder's Office. This notice of satisfaction will cancel the County's lien under this section.
 10. The lien may be foreclosed and the real property sold, by the filing of a complaint for foreclosure in a court of competent jurisdiction, and the issuance of a judgment to foreclose. The prevailing party shall be entitled to its attorney's fees and costs.
- (i) Administrative penalties imposed pursuant to this section shall also constitute a personal obligation of each person who causes, permits, maintains, conducts or otherwise suffers or allows the nuisance to exist. In the event that administrative penalties are imposed pursuant to this section on two or more persons for the same violation, all such persons shall be jointly and severally liable for the full amount of the penalties imposed. In addition to any other remedy, the County may prosecute a civil action through the office of the County Counsel to collect any administrative penalty imposed pursuant to this section.
 - (j) Payment of administrative penalties under this section does not excuse or discharge any continuation or repeated occurrence of the violation that is the subject of the notice of violation and proposed administrative penalty. The payment of administrative penalties does not bar the County from taking any other enforcement action regarding a violation that is not corrected.

8.01.180 Administrative Hearing Fees

- (a) The Board of Supervisors may, by resolution, establish fees for hearings conducted under Sections 8.01.080 and 8.01.165.
- (b) Failure to pay the hearing fee in a timely manner shall cause the appeal request to be automatically denied. Enforcement of the notice to abate unlawful marijuana cultivation and/or notice of violation and proposed administrative penalties, as applicable, may then proceed as if no request for hearing had been submitted.
- (c) If the hearing fee is paid and the Board of Supervisors finds there is no nuisance as described in this chapter, the hearing fee shall be refunded to the person who paid the fee, without interest.

8.01.190 Enforcement by Civil Action

As an alternative to the procedures set forth in Sections 8.01.050 through 8.01.080, the County may abate the violation of this chapter by the prosecution of a civil action through the office of the County Counsel, including an action for injunctive relief. The remedy of injunctive relief may take the form of a court order, enforceable through civil contempt proceedings, prohibiting the maintenance of the violation of this chapter or requiring compliance with other terms.

8.01.200 Summary Abatement

Notwithstanding any other provision of this Chapter, when any unlawful marijuana cultivation constitutes an immediate threat to public health or safety, and when the procedures set forth in Sections 8.01.050 through 8.01.080 would not result in abatement of that nuisance within a short enough time period to avoid that threat, the enforcing officer may direct any officer or employee of the County to summarily abate the nuisance. The enforcing officer shall make reasonable efforts to notify the persons identified in Section 8.01.070, but the formal notice and hearing procedures set forth in this chapter shall not apply. The County may nevertheless recover its costs for abating that nuisance in the manner set forth in Sections 8.01.120 through 8.01.160. Any action to summarily abate under the provisions of this Section shall require that the enforcing officer, prior to the commencement of the abatement, prepare written findings of the grounds for such action and the exigencies supporting same which shall be reviewed and approved by District Attorney, as appropriate, prior to the abatement action.

8.01.210 No Duty to Enforce

Nothing in this chapter shall be construed as imposing on the enforcing officer or the County of Sierra any duty to issue an notice to abate unlawful marijuana cultivation, nor to abate any unlawful marijuana cultivation, nor to take any other action with regard to any unlawful marijuana cultivation, and neither the enforcing officer nor the County of Sierra shall be held liable for failure to issue an order to abate any unlawful marijuana cultivation, nor for failure to abate any unlawful marijuana cultivation, nor for failure to take any other action with regard to any unlawful marijuana cultivation.

8.01.220 Remedies Cumulative

All remedies provided for herein are cumulative and not exclusive, and are in addition to any other remedy or penalty provided by law. Nothing in this chapter shall be deemed to authorize or permit any activity that violates any provision of state or federal law.

8.01.230 Other Nuisance

Nothing in this chapter shall be construed as a limitation on the County's authority to abate any nuisance which may otherwise exist from the planting, growing, harvesting, drying, processing or storage of marijuana plants or any part thereof from any location, indoor or outdoor, including from within a fully enclosed and secure building.

8.01.240 Severability

If any section, subsection, sentence, clause, portion, or phrase of this chapter is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of Supervisors hereby declares that it would have passed this Chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

8.01.250 Misdemeanor Penalty

Any person violating any provision of this Chapter shall be guilty of a misdemeanor.

Ordinance Section Two:

This ordinance shall take effect thirty (30) days after its passage. Before expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Mountain Messenger, a newspaper of general circulation published in the County of Sierra, State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 17th day of June, 2014, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the 22nd day of July, 2014, by the following roll call vote, to wit:

AYES: Supervisors..Huebner, Beard, Schlefstein, Roen
NOES: None
ABSTAIN: None
ABSENT: Supervisor..Adams

COUNTY OF SIERRA



PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:


HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:


JAMES A. CURTIS
COUNTY COUNSEL

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: October 4, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Health & Human Services
APPROVING PARTY: Darden Bynum, Director
PHONE NUMBER: (530) 993-6700

AGENDA ITEM: Approval to move forward with Mark Warren, MAI, for proposed appraisal services for 202 Front street in Loyalton, CA 96118

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Proposal

BACKGROUND INFORMATION: The purpose of this appraisal is to form opinion of market value as of the date of inspection.

FUNDING SOURCE: 0515800, 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ 2,200.00 One Time Expense

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD

DATE

MARK WARREN, MAI
Certified General Appraiser in California and Nevada

A 026185 California

markwarren.ws@gmail.com

A.0000093-CG Nevada

Proposal for Appraisal Services

Prepared for Chris Alexander, Sierra County, CA

Date

September 14, 2016

Property

202 Front Street, Loyalton

Portion of APN 017-112-005 (Lots 1, 2, and 3 of Block 2 as depicted on Assessor's parcel map; see attached Exhibit 1).

Client

Sierra County

Purpose of Appraisal

To form opinion of market value as of the date of inspection.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) Buyer and seller are typically motivated;
- 2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

¹ 12 CFR §323.2

Intended Users

Client and City of Loyalton

Intended Use

In support of proposed purchase of site by county

Scope of Work

Inspect property. Investigate area infrastructure linkages, market characteristics and other relevant data. Research, compile and verify market data. Provide appraisal report conforming with the 2016-17 edition of the *Uniform Standards of Professional Appraisal Practice*, and the *Standards of Professional Practice* of the Appraisal Institute, of which I am a member.

Appraisal to address market value of two components:

- 1) Site as if vacant
- 2) Value of existing improvements on site

Fee and Delivery

\$2,200 payable upon delivery of completed appraisal report. Fee includes one hard copy and electronic version (PDF). Additional hard copies with original signature provided at \$150 per copy. Delivery 45 days after notification to proceed.

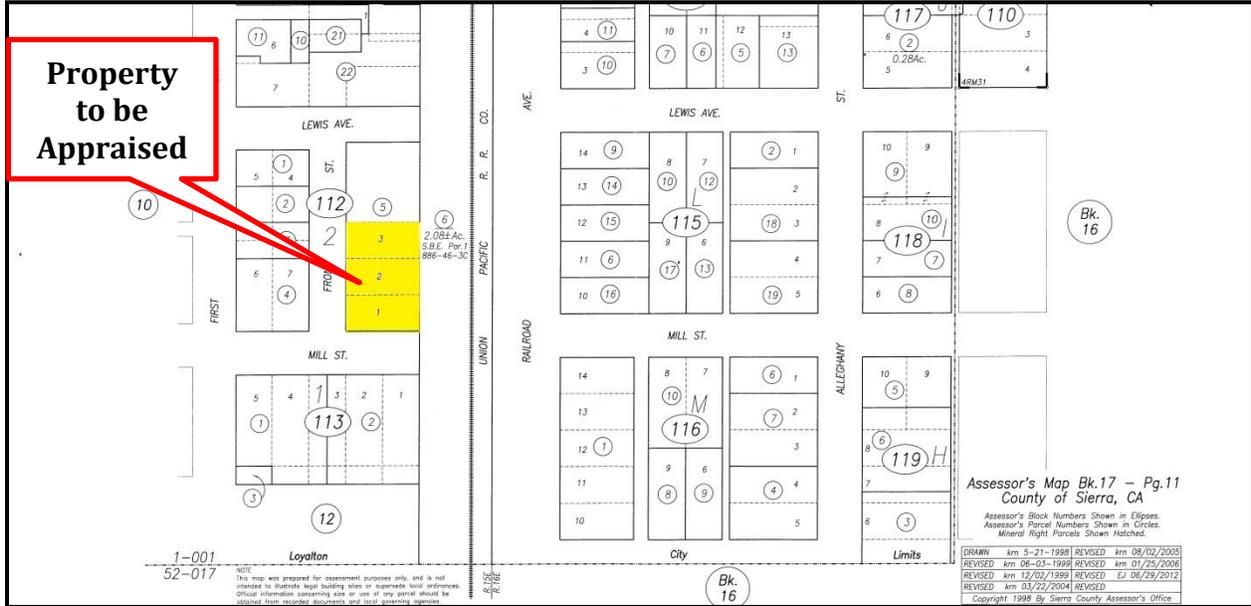
I look forward to working with you on this project. Please let me know if you have any questions regarding this proposal.

Sincerely,



Mark Warren, MAI

Exhibit 1 Assessor's Parcel Map 017-11



**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: October 4, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Health & Human Services APPROVING PARTY: Darden Bynum, Director PHONE NUMBER: (530) 993-6700

AGENDA ITEM: Rescission of Agreement 2016-091 and Approval of a professional services agreement between Placer County and the County of Sierra

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Placer County provides assessments, placement, and hospitalization services for Sierra County residents requiring the locked acute inpatient setting to insure the safety of self and others. Additionally, Placer County provides technical oversight to assist Sierra County with programmatic and systems capabilities which are regulated by the Department of Health Care Services. This is a two year agreement.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5670
AMOUNT: \$ 61,992.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE



Darden Bynum, LCSW
Director

Social Services

P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California

P.O. Box 38
Downieville, California 95936
22 Maiden Lane
530-289-3711
CPS 530-289-3720
Fax 530-289-3716

Mental Health/Drug/Alcohol

P.O. Box 265
Loyalton, California 96118
704 Mill Street
530-993-6746
Fax 530-993-6759

Health Department

P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790

Memorandum

To: Sierra County Board of Supervisors

From: Darden Bynum, Director, Health & Human Services

Reference: Agenda items

Date of memo: 27 September 2016

Date of Board Meeting: 4 October, 2016

Regarding: Board of Supervisor approval of contract agreement between Placer County Health & Human Services (PCHHS) and Sierra County Health & Human Services (SCHHS) for Outpatient, Locked Acute Inpatient Mental Health Services and Technical Assistance.

Executive summary: Agreement 2016-091 needed to be rescinded and the new agreement to be approved because of the addition of Exhibit C Scope of Work/Technical Guidance, Training, and Compliance under exhibits on page 9.

The Mental Health Plan approved by the State of California under which SCBH provides specialty mental health services is administered by PCHHS. Placer County Health & Human Services provides assessments, placement and hospitalization services for Sierra County residents requiring the locked acute inpatient setting to insure the safety of self and others. Additionally, PCHHS provides technical oversight to assist SCBH with programmatic and systems capabilities which are regulated by the Department of Health Care Services.

Fiscal Impact: The cost of this agreement is \$61,992.00 for the FY 2016-17 and 2017-18. There are no general fund dollars used in this agreement.

Recommendation: It is recommended this agreement be approved.

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Outpatient, Locked Acute Inpatient Mental Health Services, and Technical Assistance
CONTRACT NO. CN
BEGINS: July 1, 2016
ENDS: June 30, 2018
ADMINISTERING AGENCY: Adult System of Care

This is an Agreement made and operative as of the 1st day of July, 2016, between the County of Placer, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR", and the County of Sierra, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS, the parties of this Agreement recognize the need to use various levels of psychiatric services to provide for treatment of COUNTY clients, and

WHEREAS, COUNTY has recognized the work of CONTRACTOR, and believes it is in the best interests of its programs to provide these services by contracting for such services and facilities with CONTRACTOR, and

WHEREAS, this is a Net Negotiated Amount contract in keeping with the requirements of the former State of California, Department of Mental Health Cost Reporting/Data Collection Manual dated 1989 as outlined in Chapter IV, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SCOPE OF SERVICES:**

- 1.1 CONTRACTOR manages the operations of a continuum of services including an inpatient psychiatric treatment facility, step-down programs, and outpatient treatment services. CONTRACTOR agrees to provide services in the manner as described in the Scope of Work attached hereto and by this reference incorporated herein as Exhibits A and B. COUNTY patients determined to meet admission requirements as outlined in the Scope of Work shall have access to CONTRACTOR'S facilities designated to provide for the treatment of mentally ill persons. All professional and paraprofessional personnel shall meet all applicable requirements set forth in Title 9, California Code of Regulations, Sections 622-630 inclusive, and any amendments thereto.
- 1.2 CONTRACTOR, as a mental health plan under contract with the State of California Department of Health Care Services (DHCS), formerly known as the Department of Mental Health, will provide specialty mental health services to COUNTY Medi-Cal beneficiaries requiring services in other California counties outside of Sierra County in accordance with Exhibits A and B, Scope of Work.
- 1.3 Eligibility shall be verified or determined according to the requirements of the Short-Doyle Act, the Medi-Cal Program, or any applicable State or Federal law, as is appropriate. Client eligibility for third party insurance, or other coverage

must be verified or confirmed by COUNTY, and CONTRACTOR does not assure coverage for clients, except as provided by law.

- 1.4 **PATIENT BILLING:** CONTRACTOR shall use the uniform billing and collection guidelines prescribed by the DHCS to bill COUNTY patients as appropriate. Failure of CONTRACTOR to comply will be in violation of the DHCS's regulations and may be subject to audit exception.

COUNTY patients shall be charged a fee by CONTRACTOR for inpatient services, in accordance with the DHCS's Uniform Method of Determining Ability to Pay (UMDAP). No patient shall be denied services because of his or her inability to pay.

COUNTY shall be responsible for the residual balance following receipt of Medi-Cal payment or third party insurance payments. COUNTY agrees to assume liability for payment of services rendered to eligible patients that falls within the provisions of this Agreement at the rate of Eight Hundred Thirty-Six Dollars (\$836 per day for inpatient services.

COUNTY shall be responsible for the residual balance following receipt of Medi-Cal payment or third party insurance payments. COUNTY agrees to assume liability for payment of services rendered to eligible patients that falls within the provisions of this Agreement at the rate of Two Hundred Seventy Five -Six Dollars and 30 cents. (\$275.30 per day for crisis residential services.

- 1.5 **INCIDENT REVIEW:** It is understood between the parties that CONTRACTOR conducts reviews subsequent to incidents considered to be adverse. Said adverse incident reviews may require participation by COUNTY. COUNTY hereby agrees to such participation with the agreement that CONTRACTOR may be accompanied by counsel.

2. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional compensation to CONTRACTOR except as explicitly set forth in this or amended Agreement.

3. **PAYMENTS:** The total contractual obligation of COUNTY shall not **exceed Thirty-Thousand Nine Hundred Ninety Six Dollars (\$30,996)** per fiscal year unless amended and agreed upon by both parties as follows:

<u>Services & Costs FY16/17</u>	<u>Administrative Costs FY16/17</u>	<u>Total FY16/17</u>
\$26,878	\$4,118	\$30,996
<u>Services & Costs FY17/18</u>	<u>Administrative Costs FY17/18</u>	<u>Total FY17/18</u>
\$26,878	\$4,118	\$30,996
<u>Services & Costs Subtotal</u>	<u>Administrative Costs Subtotal</u>	<u>Total Contractual Amount</u>
\$53,756	\$8236	\$61,992

COUNTY shall pay CONTRACTOR in 24 equal monthly payments of Two Thousand Five Hundred Eighty Three Dollars (\$2,583), which is equal to one twenty-fourth (1/24) of the total contractual obligation.

CONTRACTOR shall also receive applicable State matching funds for providing Medi-Cal specialty mental health services provided to COUNTY Medi-Cal beneficiaries. To

the extent State general funds are unavailable as match to Medi-Cal, COUNTY will be responsible for matching funds.

COUNTY shall reimburse CONTRACTOR at the end of the each fiscal year for all services and costs over the annual base amount of Twenty Six Thousand, Eight Hundred and Seventy Eight Dollars (\$26,878) per fiscal year. This reimbursement shall be determined by the applicable cost report rates and service utilization for the fiscal year.

4. CERTIFICATION OF PROGRAM INTEGRITY:

4.1 CONTRACTOR shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.

4.2 CONTRACTOR shall ensure that each Medi-Cal beneficiary for whom the CONTRACTOR is submitting a claim for reimbursement will assure the following:

4.2.1 An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Placer County and the State DHCS, a copy of which will be provided to CONTRACTOR by COUNTY under separate cover.

4.2.2 The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.

4.2.3 The services included in the claim were actually provided to the beneficiary.

4.2.4 Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.

4.2.5 A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between Placer County and the DHCS.

4.2.6 For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between Placer County and the DHCS.

NOTE: Authority: Sections 5775, 14043.75 and 14680 Welfare and Institutions Code.

4.3 CONTRACTOR certifies that it shall comply with all State and Federal requirements regarding false claims and whistleblower protection, including but not limited to California Government Code Sections 8547 et seq. and 12653, and shall not prevent an employee from disclosing information, or retaliate against an employee in any manner because of acts by or on behalf of the employee in disclosing information in furtherance of a false claims action.

4.4 In addition, CONTRACTOR certifies that the following processes are in place:

- 4.4.1 Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.
- 4.4.2 The designation of a compliance officer and a compliance committee that are accountable to senior management.
- 4.4.3 Effective training and education for the compliance officer and the organization's employees.
- 4.4.4 Enforcement of standards through well-publicized disciplinary guidelines.
- 4.4.5 Provisions for internal monitoring and auditing.
- 4.4.6 Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
- 4.4.7 CONTRACTOR shall conduct monthly comparisons of all CONTRACTOR employees billing Medi-Cal to the following federal databases for positive name matches: Office of the Inspector General's (OIG) List of Excluded Individual/Entities (LEIE) (www.oig.hhs.gov) and General Services Administration (GSA) Excluded Parties List System (EPLS) (www.epls.gov) or System for Award Management (SAM) Excluded Parties List System (EPLS) (www.sam.gov/portal/public/SAM). These monthly checks shall be compiled into a quarterly report and sent to the County Contract Administrator. Individuals listed in these databases as ineligible to participate in Medicaid or Medicare may not provide services to the County.

5. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

- 5.1 Notwithstanding any other provision of the Agreement, COUNTY shall be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
 - 5.2 To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY shall recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal or state disallowance issue is resolved.
 - 5.3 CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.
6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2018. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
7. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective sixty (60) calendar days after written notice.

Such notice shall be personally served or given by United States Mail. In the event of cancellation by COUNTY or CONTRACTOR, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of cancellation.

This Agreement may be terminated by either party, if the State DHCS gives written notice stating that services provided are not in compliance with requirements of law or regulations, by giving twenty-one (21) days written notice to the other party.

8. **RECORDS:**

This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. County shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY shall have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

9. **RIGHT TO AUDIT:** CONTRACTOR agrees to extend to COUNTY Mental Health Director or designee, or auditors designated by COUNTY or State, the right to review and investigate records, programs or procedures, at a mutually agreeable time as regards clients as well as the overall operation of CONTRACTOR'S programs.

10. **REFERENCES TO LAWS AND RULES:**

10.1 All references in this Agreement to the California Code of Regulations, Welfare and Institutions Code, the California Mental Health Services Act, and to other laws, regulations, and policies may from time to time be changed by appropriate authority during the term of this Agreement and are agreed to be binding on both parties of this Agreement.

10.2 CONTRACTOR agrees to comply with all applicable provision of Title 9 and 22 of the California Code of Regulations.

11. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

12. **HOLD HARMLESS AND INDEMNIFICATION:** COUNTY shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. CONTRACTOR shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. It is the intention of CONTRACTOR and COUNTY that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees and agents.

13. It is also the intention of CONTRACTOR and COUNTY that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damages attributable to the negligence within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

14. **INSURANCE:** It is agreed that CONTRACTOR and COUNTY shall each maintain at all times during the performance of this Agreement insurance or self-insurance coverage in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability, workers' compensation, and medical malpractice. Each party shall file with the other a letter from the party's Risk Manager showing either insurance coverage as specified or reserves in not less than One Million Dollars (\$1,000,000).

15. **CONFLICT OF INTEREST:** CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employees or other COUNTY providers that would conflict with this Agreement and will not enter into any such business or financial relationships with any such employees or providers during or following the period of this Agreement.

16. **CONFIDENTIALITY:** CONTRACTOR agrees to maintain a record of each individual served. These records will be maintained in the strictest confidence as per State law and in accordance with Welfare & Institutions Code, Division 5, Community Mental Health Services Act, Part 1, Lanterman-Petris-Short Act, Chapter 2, Article 7, Sections 5328 through 5331 and Code of Federal Regulations, Title 45, Section 205.50. No specific information pertaining to discrete individuals will be provided to persons or agencies other than those outlined in the above paragraph and/or employees of CONTRACTOR. Patients' rights shall comply with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Article 6.

COUNTY further agrees to hold CONTRACTOR harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

17. **HIPAA COMPLIANCE:** CONTRACTOR agrees, to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 142, 160,

162, and 164) to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

More specifically, CONTRACTOR will not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of COUNTY elsewhere as set forth in this Agreement, COUNTY may terminate this Agreement without penalty or recourse if determined that CONTRACTOR violated a material term of the provisions of this section.

CONTRACTOR ensures that any subcontractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

18. **CONTRACTOR REPRESENTATIVE:** The Director of Adult System of Care or her designee is the representative of the CONTRACTOR, will administer this Agreement for the CONTRACTOR, and may be contacted as follows:

Twylla Abrahamson, Ph.D., Interim Director
Placer County Children's System of Care
11716 Enterprise Drive
Auburn, CA 95603
530-886-5440

19. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Darden Bynum, LCSW, Director
Sierra County Health & Human Services Department
P.O. Box 265
Loyalton, CA 96118
530-993-6746

If to CONTRACTOR: Maureen Bauman, LCSW, Director
Placer County Adult System of Care
11512 B Avenue
Auburn, CA 95603
530-889-7256

20. **NON-DISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

21. **ASSIGNMENT:** CONTRACTOR shall not assign, sublet, delegate, or transfer any of its rights, duties or obligations arising hereunder without written consent of COUNTY.

22. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
23. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California, and CONTRACTOR hereby waives the provisions in California Code of Civil Procedure §394.

// Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated.

COUNTY OF SIERRA

Chair, Board of Supervisors, Sierra County

Date: _____

Darden Bynum, LCSW, Director, Sierra County Health & Human Services Department

Date: _____

Approved as to Form:
Office of Sierra County Counsel

Date: _____

EXHIBITS:

- Exhibit A: Scope of Work/Inpatient
- Exhibit B: Scope of Work/Outpatient
- Exhibit C: Scope of Work/Technical Guidance, Training, and Compliance
- Exhibit D: Admissions Procedure
- Exhibit E: 5150 Process for Sierra County

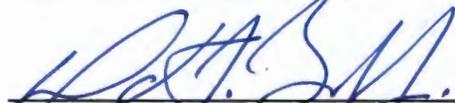
COUNTY OF PLACER



Jeffrey S. Brown, Director,
Department of Health & Human Services

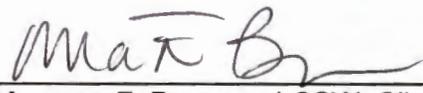
Date: 9/20/2016

With concurrence of the CEO:



County Executive Officer, Placer County

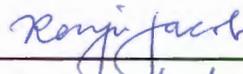
Date: 9/19/16



Maureen F. Bauman, LCSW, Client Services Director, Adult System of Care

Date: 9/17/16

Approved as to Form:
Office of Placer County Counsel



Date: 9/19/16

Placer County Psychiatric Health Facility
SCOPE OF WORK
 Locked Acute Inpatient Mental Health Services

1. **PURPOSE:** CONTRACTOR shall provide 24-hour Locked Acute Inpatient Services and Unlocked Acute Inpatient Services (Crisis Residential Services) to persons in Sierra County who are deemed appropriate by CONTRACTOR and COUNTY.

 Patients admitted to the Locked Acute Inpatient Unit and/or Unlocked Acute Inpatient Unit (Crisis Residential) shall receive the type, amount, and intensity of treatment, education, and care needed from qualified staff in order to maximize treatment outcomes to reduce the possibility of relapse and to minimize over-reliance on this mode of treatment.
2. **LOCKED ACUTE INPATIENT SERVICES:** COUNTY patients (18 years and older) admitted to CONTRACTOR Locked Acute Inpatient Services under Welfare & Institutions Code Section 5150 shall receive customary 24-hour care and services as well as covered services described below. Treatment for children under 18 years of age shall be discussed on a case-by-case basis and the disposition shall be mutually agreed upon by COUNTY and CONTRACTOR.
 - 2.1 A full range of diagnostic and acute psychiatric services.
 - 2.2 Clinical treatment based on diagnostic evaluation and individualized treatment plan.
 - 2.3 A history and physical examination within 24 hours of admission.
 - 2.4 A nursing assessment.
 - 2.5 Special diets, as needed; and medical interventions, as needed (with written authorization from COUNTY Medical Director).
 - 2.6 An individualized treatment plan which may include, but not be limited to, individual therapy; group therapy; family therapy; recreational, social, education and rehabilitation opportunities, developed, implemented, and monitored by a multi-disciplinary/interagency team. This team shall be composed of at least CONTRACTOR'S Medical Director or designee, either a social worker or a psychologist, and an R.N. This team shall also include other mental health professionals as assigned by COUNTY (e.g. case manager) who will have aftercare responsibilities for the patient.
 - 2.7 Developing in collaboration with COUNTY, discharge planning and aftercare linkages for all COUNTY patients.
 - 2.7.1 Inpatient staff shall be responsible for providing patient or their representative with appropriate discharge information.
 - 2.7.2 Inpatient staff shall be responsible for preparing discharge packets with appropriate documentation to facilitate placement.
3. **CONTRACTOR RESPONSIBILITIES – LOCKED ACUTE INPATIENT SERVICES:**
 - 3.1 CONTRACTOR shall collaborate with Locked Acute Inpatient Unit in developing and maintaining policies and procedures specifically related to the admission, treatment, and discharge of involuntary patients. (Reference Exhibit C – Admissions Procedure)
 - 3.2 CONTRACTOR shall only accept admission of persons referred under Section 5150 of the Welfare & Institutions Code by COUNTY'S Medical Director or designee or crisis team.
 - 3.3 CONTRACTOR shall accept COUNTY referrals for admission 24 hours per day, 7 days per week.

- 3.4 CONTRACTOR'S Medical Director or designee shall provide admission authorization and admission orders for patients referred by COUNTY'S Medical Director or designee or crisis team. If CONTRACTOR'S Medical Director or designee does not authorize admission, he/she will contact COUNTY'S referring psychiatrist, Medical Director or designee immediately to resolve issue.
- 3.4.1 CONTRACTOR'S Medical Director or designee shall provide after-hours consultation on COUNTY patients as necessary to divert unnecessary admissions.
- 3.5 CONTRACTOR'S Medical Director or designee shall provide on-site services to include but not be limited to:
- 3.5.1 Admission orders per Locked Acute Inpatient Unit protocol, DSM-IV diagnosis, vital signs, diet, medication, status, allergies, and lab orders.
- 3.5.2 Initial psychiatric evaluation and history within 24 hours of admission.
- 3.5.3 Daily therapeutic contacts with each patient Monday through Friday except holidays (to include appropriate documentation).
- 3.5.4 Medication evaluations, appropriate orders and documentation.
- 3.5.5 Orders and rationale for any kind of therapy including special diets, lab work, medical tests as may be psychiatrically indicated.
- 3.5.6 Informed Consent for each medication for each patient.
- 3.5.7 Preparation for legal proceedings and court testimony including, but not limited to: Writs of Habeas Corpus, Probable Cause Hearing, Capacity Hearings, and 14-Day Certification Procedures.
- 3.5.8 Completion of legal documentation.
- 3.5.9 Participation in Multi-disciplinary Treatment Meetings and Clinical Review, Adverse Incidents/Unusual Occurrence Committee and Contract Review Committee as needed in the service of COUNTY patients.
- 3.5.10 Dictation of Admission and Discharge Summaries.
- 3.6 CONTRACTOR'S Medical Director or designee shall be responsible for testifying in all newly initiated LPS court hearings for COUNTY patients receiving inpatient treatment by CONTRACTOR except Probate Conservatorship hearings.
- 3.6.1 CONTRACTOR'S Medical Director or designee shall be available to COUNTY staff for consultation.
- 3.7 CONTRACTOR shall provide a Patients' Rights Advocate for COUNTY patients pursuant to this Agreement.
- 3.7.1 CONTRACTOR'S Patients' Rights Advocate shall represent COUNTY patients in all Certification Review Hearings. CONTRACTOR shall acquire all Hearing Officers for Certification Review Hearings. CONTRACTOR shall assure legal representation at hearings as required.
- 3.7.2 CONTRACTOR'S Patients' Rights Advocate shall be available in all circumstances related to patients' rights, including but not limited to, patient or patient family requests for advocacy services, violations or conflicts with regard to patients' rights and in matters involving Probable Cause Hearings, Writ of Habeas Corpus, Capacity Hearings, and Minors' Rights Hearings.

- 3.7.3 Probable Cause Hearing – Informal due process hearing to determine whether hospital has probable cause to continue to involuntarily detain person on 14-Day Certification.
- 3.7.4 Writ of Habeas Corpus – Superior Court due process hearing to determine whether client should remain at facility involuntarily or be discharged.
- 3.7.5 Capacity Hearing – Hearing to determine whether client is capable of making informed consent to psychotropic medications.
- 3.7.6 CONTRACTOR shall assure that a Patients' Rights Advocate is available for purposes of developing or revising protocols, policies and procedures and consulting with or training staff with regards to patients' rights issues.
- 3.8 CONTRACTOR conducts ongoing training on legal and patients' rights issues at Locked Acute Inpatient Unit, which is available to COUNTY staff.
- 3.9 CONTRACTOR shall develop and maintain procedures for reviewing adverse incidents and unusual occurrences. COUNTY shall require that all COUNTY 5150 designated staff attend CONTRACTOR'S training on Acute Psychiatric Programs. CONTRACTOR shall provide 5150/Legal Issues Training and encourage COUNTY staff, particularly new 5150 designated writers, to complete the training.
- 3.10 CONTRACTOR shall collaborate with inpatient staff in maintaining protocols and procedures for assessing and intervening in all high-risk behaviors including, but not limited to, suicide precautions, assault precautions, and elopements.
- 3.11 CONTRACTOR shall assure inpatient staff are trained in and will properly implement Seclusion and Restraint procedures, including documentation.
- 3.12 CONTRACTOR shall pay for costs incurred in transporting COUNTY patients to other psychiatric facilities due to circumstances beyond COUNTY'S control. COUNTY shall be responsible for transportation costs if the total amount of the contract has been exceeded in a single year due to high usage. COUNTY shall be notified as soon as possible upon transportation of COUNTY patients.
- 3.13 CONTRACTOR shall be responsible for transportation of patients to acute medical facilities due to medical emergencies.
- 3.14 CONTRACTOR shall notify COUNTY prior to the release of a COUNTY patient. Discharge readiness is the decision of CONTRACTOR'S Medical Director or designee.
- 3.15 CONTRACTOR shall:
 - 3.15.1 Develop protocols, procedures, forms, etc., as needed to implement this contract.
 - 3.15.2 Train COUNTY and CONTRACTOR staff as warranted by this contract.
 - 3.15.3 Review admission and discharges as well as individualized treatment plans to assure compliance with this contract.

4. **CRISIS RESIDENTIAL TREATMENT SERVICES:** In accordance with California Code of Regulations, Section 1810.208, "Crisis Residential Treatment Service" means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care.

CONTRACTOR shall:

- 4.1 Provide Crisis Residential Treatment Services to COUNTY at its Cornerstone Roseville facility, which is adjacent to the Psychiatric Health Facility described herein.

- 4.2 Provide the service which includes a range of activities and services that support beneficiaries in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems.
- 4.3 Provide the service 24 hours per day, seven days per week depending on space availability. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention.

5. **COUNTY RESPONSIBILITIES – GENERAL**

- 5.1 COUNTY shall designate Locked Acute Inpatient Unit as a facility for the 72-hour detention and treatment for the mentally ill in accordance with Welfare & Institutions Code Section 5150 et seq. and Section 820 of Title 9 of the California Code of Regulations, so long as CONTRACTOR agrees to and is capable of providing a Locked Acute Inpatient program for COUNTY patients.
- 5.2 COUNTY shall provide, through COUNTY crisis services, emergency evaluations for inpatient admission 24 hours per day, 7 days per week. COUNTY shall complete the Placer County Biopsychosocial Assessment and Questionnaire forms.
- 5.3 Regarding services rendered by CONTRACTOR in Locked Acute Inpatient Unit, COUNTY agrees to provide:
 - 5.3.1 Consultation to the Inpatient facilities.
 - 5.3.2 Discharge planning and placement.
 - 5.3.3 Documented medical clearance by a physician or nurse practitioner licensed to practice medicine in the State of California for patients referred for admission assuring that the patient is free from medical complications and appropriate for treatment in a non-medical psychiatric facility. Under certain circumstances, consistent with Inpatient policies and procedures, the CONTRACTOR psychiatrist may elect to waive the physical.
 - 5.3.4 COUNTY will coordinate services of all agencies for COUNTY patients.
 - 5.3.5 COUNTY shall notify CONTRACTOR of their intent to admit a COUNTY patient to CONTRACTOR Locked Acute Inpatient facility.
 - 5.3.6 COUNTY shall collaborate with CONTRACTOR in completion of all assessment forms with the patient, the parent/guardian, and/or COUNTY representative as requested after admission.
 - 5.3.7 COUNTY liaison shall assist in the preparation of court cases for COUNTY clients who require writ hearing. COUNTY liaison shall be responsible for the identification and attendance of needed witnesses.
- 5.4 COUNTY shall be responsible for filing for initial and renewal conservatorship for COUNTY patients.
- 5.5 COUNTY shall be responsible for coordinating placement of all COUNTY patients after Locked Acute Inpatient treatment is completed.
- 5.6 COUNTY shall be responsible for transporting COUNTY patients to CONTRACTOR facilities for Locked Acute Inpatient Unit.
 - 5.6.1 COUNTY shall be responsible for transporting patients from Locked Acute Inpatient Unit to placement facilities at the time of discharge. Transportation may be provided by COUNTY staff, by Conservator, by family or friends, or by ambulance, depending on individual client need and availability of resources and agreed upon by CONTRACTOR.

- 5.7 COUNTY shall readily exchange patient clinical, demographic and financial information related to this contract.
 - 5.7.1 COUNTY will not be responsible for costs incurred for medical treatment of clients in Locked Acute Inpatient Unit without prior authorization by Medical Director, except in life threatening emergencies when unable to contact COUNTY Medical Director.
- 5.8 COUNTY shall require that all COUNTY 5150 designated staff attend CONTRACTOR'S training on Acute Psychiatric Programs.

6. **JOINT RESPONSIBILITIES:** CONTRACTOR and COUNTY agree to:

- 6.1 Conduct 5150 assessments, transportation, and placement in accordance with the 5150 Process for Sierra County attached hereto as Exhibit D.
- 6.2 Coordinate to ensure appropriate admission, treatment, discharge, aftercare planning, and linkage occur based on individual patient need and the availability of resources.
- 6.3 Develop protocol for resolving potential disputes, disagreements, and/or misunderstandings regarding these services.
- 6.4 Share joint responsibility for investigating adverse incidents and unusual occurrences and making written recommendations to the Locked or Unlocked Inpatient Unit staff with regard to each incident.
- 6.5 Work in collaboration with CONTRACTOR'S County Counsel to prepare for each court hearing as referenced in Provider Responsibilities – Locked Acute Inpatient Services, Item 3.5.7
- 6.6 Have equal access to the mental health records for patients for whom they are jointly providing care and services through this contract.
- 6.7 COUNTY'S Medical Director and CONTRACTOR'S Medical Director shall be responsible for meeting to review all aspects of patient care and services for the purpose of assuring compliance with this contract.

7. **PARTNERSHIP REVIEW COMMITTEE:**

- 7.1 The Partnership Review Committee shall be composed of CONTRACTOR, COUNTY, and Locked Acute Inpatient Unit representatives. COUNTY shall identify a clinical representative to this committee to be available for the below-listed purposes and for inpatient decisions and discharge coordination of services.
- 7.2 The purpose of this committee shall be twofold:
 - 7.2.1 To assure compliance by both COUNTY and CONTRACTOR in the implementation of this contract.
 - 7.2.2 To review problem areas and designate staff to collaborate on potential solutions.
 - 7.2.3 Designated staff shall convene as needed in specific problem-solving groups.

Placer County
SCOPE OF WORK
 Outpatient Mental Health Services

1. **PURPOSE:** CONTRACTOR shall provide Medi-Cal Specialty Mental Health Services to Sierra County Medi-Cal beneficiaries requiring services in other California counties outside of Sierra County. CONTRACTOR does this as a mental health plan under contract with the State of California DHCS.

 Typically, the Sierra County Medi-Cal beneficiaries requiring out-of-county Medi-Cal Specialty Mental Health Services are children placed by Sierra County Child Welfare Services in foster placements. Infrequently, an adult may also require out-of-county services.
2. **MEDI-CAL SPECIALTY MENTAL HEALTH SERVICES:** Those COUNTY Medi-Cal Beneficiaries needing services outside of Sierra County will have access to medically necessary Medi-Cal Specialty Mental Health Services as described in the California Code of Regulations, Title 9, Chapter 11.
3. **CONTRACTOR RESPONSIBILITIES – MEDI-CAL SPECIALTY MENTAL HEALTH SERVICES:** CONTRACTOR will perform limited case management including brokerage and linkage, and administrative activities necessary to arrange for services, to include, but not be limited to:
 - 3.1 Coordination with COUNTY representatives, such as Child Welfare Services and Mental Health Services staff.
 - 3.2 Coordination with out-of-county service providers.
4. **COUNTY RESPONSIBILITIES – GENERAL**
 - 4.1 Regarding services rendered by CONTRACTOR necessary to arrange out-of-county Medi-Cal Specialty Mental Health Services, COUNTY agrees to provide primary case management and consultation to CONTRACTOR staff necessary to arrange for appropriate services.
 - 4.2 COUNTY agrees to participate as a standing member on the Placer County System of Care Compliance Committee. In addition, COUNTY agrees to provide Quality Improvement Functions for Sierra County Services as required by the State DHCS. These functions may include the development of a Cultural Competence Plan or the data from Sierra County necessary to input into the Placer County Cultural Competence Plan as well as participation on the Placer County Cultural Competence Committee.
5. **REPORTS – RESPONSIBILITIES:** CONTRACTOR will be responsible for the following periodic reports due to the California DHCS:
 - 5.1 IMD reports

Placer County
SCOPE OF WORK
 Technical Guidance, Training, and Compliance

1. **PURPOSE:** CONTRACTOR shall provide technical guidance, training, education and monitoring to COUNTY to assist COUNTY in order to comply with the Medi-Cal Mental Health Plan (MHP) Requirements and Department of Health Care Services (DHCS) requirements. COUNTY is currently under the Placer-Sierra County joint MHP, but is working to become its own MHP. As such, COUNTY shall have to comply with all applicable provisions of the COUNTY MHP contract. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and MHP requirements including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. COUNTY will need to comply with all applicable provisions of the federal mental health requirements as set forth in Exhibit D entitled "Special Terms and Conditions," attached hereto and incorporated herein by this reference. CONTRACTOR shall provide technical guidance, training, and education to COUNTY to assist COUNTY in order to comply with the DHCS Performance Agreement. DHCS administers the Mental Health Services Act, Projects for Assistance in Transition from Homelessness (PATH) and Community Mental Health Services Grant (MHBG) programs and oversees COUNTY provision of community mental health services provided with realignment funds. COUNTY must meet certain conditions and requirements to received funding for these programs and community mental health services. This Agreement, which is COUNTY's performance contract, as required by Welfare and Institutions Code (W&I) sections 5650(a), 5847, and Title 9, California Code of Regulations (CCR), section 3310, sets forth conditions and requirements that COUNTY must meet in order to receive this funding. This Agreement does not cover federal financial participation of State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. COUNTY agrees to comply with all of the conditions and requirements described herein.
2. **CONTRACTOR RESPONSIBILITIES:** CONTRACTOR will provide technical guidance, training, education and monitoring to COUNTY to include, as needed, but not be limited to:
 - 1.1 Coordination with COUNTY representatives at least monthly.
 - 1.2 Annual Training on Mental Health Medi-Cal requirements.
 - 1.3 Annual oversight of COUNTY mental health chart auditing process and assistance in continued development of same.
 - 1.4 Examples of DHCS approved Quality Improvement Plan and Evaluation of the Quality Improvement Plan Effectiveness.
 - 1.5 Assist in preparation for annual External Quality Review including examples of completed required documents and draft schedules. This may include strategies and changes document, Katie A update, ISCA, Performance Improvement Projects, etc.
 - 1.6 Provide example of required MHP Implementation Plan.
 - 1.7 Provide example of MHP Compliance Plan.
 - 1.8 Provide assistance to update current Cultural Compliance Plan as needed.
 - 1.9 Provide examples of timeliness workgroup process to adhere to special terms and conditions pursuant to current 1115 B Freedom of Choice Waiver.
 - 1.10 Assist in on-going implementation of access to services test calls.

Admission Procedure

Sierra County Clients

Placer County Psychiatric Health Facility
101 Cirby Hills Drive, Roseville, California

POLICY: Effective June 22, 2001, Placer County will admit Sierra County Medi-Cal eligible and indigent clients to the Placer County Psychiatric Health Facility (PHF) pursuant to the contractual agreement between Placer and Sierra Counties for in-patient psychiatric services. The following procedure has been developed as a guideline for Placer County ACCESS workers to assist Sierra County in placing Sierra clients at the Placer County PHF.

PURPOSE: To detail the admissions process of Sierra County Medi-Cal eligible and indigent clients to the Placer County PHF.

PROCEDURE: All potentially eligible Sierra County clients shall be processed through the following admissions procedure:

- All Sierra County clients must meet the criteria and be placed on 5150 by representative from Sierra County.
- All Sierra County clients must be medically screened prior to admission to the Placer County PHF. The medical screening may include either laboratory work, and/or clearance through a hospital emergency room.
- A licensed physician or physician assistant shall medically screen the client in order to confirm that they meet minimum requirements for medical screening for admission to the PHF. Placer County's minimum requirements for medical screening may be obtained by calling ACCESS – ROSEVILLE (916) 787-8860. The ACCESS worker will not call the Placer County On-Call Psychiatrist, to discuss admission of the client to the PHF, if there is not acceptable medical screening.
- If the client meets the above criteria and is in need of psychiatric hospitalization, the Sierra County worker will contact the on-call Placer County ACCESS worker. The Sierra County worker will fax the following completed forms to the Placer County ACCESS worker for review and concurrence:
 - Medical Screening Form
 - Biopsychosocial Assessment (CARE 015)
 - Demographic Form (CARE 015a)
 - Periodic Information Sheet (CARE 024)
 - 5150 Hold Form

If the forms are complete and no additional information is required, the Placer County ACCESS worker will call the Placer County On-Call psychiatrist and review the case for admittance to the PHF.

- a) If additional information is required the Placer County ACCESS worker will call the Sierra County worker prior to the client being discussed with the Placer County On-Call Psychiatrist.
- b) If questions arise during the conversation between the Placer County ACCESS worker and the Placer County On-Call psychiatrist, the psychiatrist may request the ACCESS worker to call the Sierra County worker or the psychiatrists may call the Sierra County worker themselves to obtain the additional information necessary to allow admission to the PHF.
- c) The Placer County On-Call Psychiatrist shall call the medical practitioner or emergency room physician if additional information is required regarding the medical clearance.

- Once the psychiatrist has made the determination to admit the client to the PHF, the Sierra County worker will arrange for an ambulance, or suitable transport, of the client to the PHF. All original documents must accompany the patient to the PHF.
- If the client is not admitted to the PHF for any reason, the Placer County ACCESS worker will make best efforts to locate a facility that will admit the client.

Placer County Adult System of Care

5150 Process for Sierra County

Definitions:

Adult Intake Services: Adult Intake Services receive all calls from hospitals, law enforcement, and the community. These workers are responsible for entering contacts into AVATAR and communicating with the Sierra Mental Wellness Group Lead Staff. (*Adult Intake Services phone number is 916-787-8860.*)

Sierra Mental Wellness Group (SMWG) Lead Staff: This person is assigned to manage and assist individuals who are performing 5150 applications in the Tahoe Forest Hospital area. The SMWG Team will respond to all requests for Crisis Evaluations at Tahoe Forest Hospital or *Sierra Nevada Memorial Hospital*.

5150 Crisis Evaluation: The evaluation assists the Crisis Worker to conduct a structure interview which will identify the needs of the client and to verify if the person meets 5150 requirements as stated in W&I Code 5150.

5150 Application / Hold: The application permits a psychiatrist to “hold and observe” the individual in a locked treatment facility against their will, up to 72 hours.

Psychiatric Health Facility (PHF): Sierra County has a contract with Placer County Psychiatric Health Facility (PHF) for Medi-Cal beneficiaries and the uninsured.

5150 Hold: Danger to self, danger to others, and grave disability as defined in W&I Code 5150. Law enforcement and Sierra County designated employees can place a person on a 5150 hold.

Doctor to doctor consultation: Adult Crisis Response/SMWG will facilitate communication between the treating physician and the admitting psychiatrist to discuss the case and the medical / psychiatric concerns if requested by either doctor.

Process:

SIERRA COUNTY STAFF will identify an individual who is in need of a 5150 evaluation.

SIERRA COUNTY STAFF will call Adult Intake Services, notifying them of the 5150 application and give contact information such as full name, date of birth, location, security number, aliases, other.

SIERRA COUNTY STAFF will either call law enforcement to place a person on a 5150 or will place a person on a 5150.

SIERRA COUNTY STAFF will fax client information, 530-265-9376, to Adult Intake Services who will notify SMWG of the insurance, contact information, and medical records.

SIERRA COUNTY STAFF will copy and send medical records with the patient, if available, such as medical history, recent medications, doctor notes, observations, items that would be helpful for a psychiatric review.

SIERRA COUNTY STAFF / Law enforcement or ambulance will transport the patient to Tahoe Forest Hospital.

Once at Tahoe Forest Hospital:

Tahoe Forest Hospital staff will notify Adult Intake Services of the medical clearance.

SIERRA COUNTY STAFF or designee, who transported the client, will communicate with the SMWG Crisis Worker prior to leaving the hospital.

The SMWG Crisis Worker will complete the appraisal of client and document on the green CARE-002 form titled "*Mental Health Crisis Evaluation.*"

The SMWG Crisis Worker will discuss the information with the on-call psychiatrist regarding the evaluation.

Determination

The on-call Adult System of Care psychiatrist will determine if the patient meets 5150 criteria, based upon the information gathered by the SMWG Crisis Worker.

The on-call psychiatrist will instruct the worker to either write an application for a 5150 involuntary hold or not.

The SMWG Crisis Worker will notify the SIERRA COUNTY STAFF of the doctor's determination. *In cases of disagreement, the SMWG Crisis Worker will facilitate a doctor to doctor consultation.*

A copy of the written assessment and 5150 application will be faxed to the SIERRA COUNTY STAFF to be filed in the Sierra County chart.

If the patient is to be held on a 5150 application, then the SMWG Crisis Worker will assist with placement and transportation to the accepting facility.

If the patient does not meet 5150 criteria, the SMWG Crisis Worker will communicate this to SIERRA COUNTY STAFF. Transportation will be arranged by the SMWG Crisis Worker in collaboration with SIERRA COUNTY STAFF.

The SMWG Crisis Worker will report to Adult Intake Services the resolution.

Side Notes:

- 1) Sierra County has a contracted rate for Telecare Psychiatric Health Facility.
- 2) If the person has Medicare or private insurance then SMWG can facilitate placement best suited for that coverage. If there are no inpatient services available then per contracted rate PHF may be used.

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: October 4, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Auditor
APPROVING PARTY: Van A. Maddox
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Approval to fill vacancy of Account Technician position.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Memo

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD _____
DATE

MEMO

To: Board of Supervisor

From: Auditor/Treasurer-Tax Collector

Re: Authorization to fill vacant position

A position in the Auditor's Office has just become vacant. This position is budgeted for the full year. I am requesting the authorization to fill the position at an Account Tech I or II. There is no additional cost then what has been budgeted already.

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: October 4, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Planning Dept
APPROVING PARTY: Tim Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Agreement for Indemnification and Reimbursement for Extraordinary Costs for Scott Carruth, Applicant and Landowner for consideration of a Tentative Parcel Map in the Rural Residential 1.5 zoning on a 5.81 ac vacant parcel. The project site, identified as APN 023-150-045, is located in the Glen Tara Subdivision in Verdi, CA.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE: N/A
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

AGREEMENT FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

Scott Carruth ("APPLICANT") and Scott Carruth ("LANDOWNER"), collectively referred to as "the APPLICANT" have applied to the County of Sierra, a political subdivision of the State of California, Sierra ("the County") for:

tentative parcel map
(the Project)
(APN) 023-045-150-045

TERMS AND CONDITIONS

1. Conditions to the Project Approval: All approvals, permits and consents for the project by the County shall only become effective, and are expressly conditioned upon performance by the APPLICANT, and if a separate party, by the LANDOWNER, upon the following:

- 1.1 Full performance of all conditions imposed in connection with the applicable permit or the Project approved.
- 1.2 Posting of any fees for CEQA review required by the California Fish & Game pursuant to AB 3158, in the amount of \$2,210.25 for a Negative Declaration, and \$3,070.00 for an Environmental Impact Report.
- 1.3 Full performance of the terms and conditions hereof.
- 1.4 Compliance with all required mitigation measures of an approved environmental document for the application project.
- 1.5 Security Deposits (if required) for fulfillment of any conditions.

2. Terms of Agreement: The terms of this Agreement consist of:

- 2.1 This Indemnification and Reimbursement Agreement facing sheet
- 2.2 The conditions for charging Extraordinary Costs attached as Exhibit A
- 2.3 The Additional Terms attached as Exhibit B
- 2.4 The General Provisions attached as Exhibit C
- 2.5 Notices and Supplemental Terms attached as Exhibit D

This Agreement is entered into as of _____, 2016.

APPLICANT


(Signature)
Scott Carruth
(Type or print name)

LANDOWNER


(Signature)

Scott Carruth
(Type or print name)

COUNTY

Lee Adams, Chairman
Sierra County Board of Supervisors

APPROVED AS TO FORM:

DAVID PRENTICE
County Counsel

ATTEST:

Heather Foster
Clerk of the Board

**CONDITIONS FOR CHARGING
EXTRA COSTS
EXHIBIT "A"**

A.1 BACKGROUND

The County of Sierra is authorized to charge for the actual costs of processing land use permits including all staff and administration and County Counsel time actually expended on the Project. While the County has previously established a schedule of fees for normal permit processing, there are times when the permit fees do not cover the costs incurred by the County for applications requiring significant amounts of staff and/or counsel time and/or in retaining consultants who may need to be retained in conjunction with the processing of an application that is filed with the County. In the event that the processing of an application for a permit, general plan amendment and/or rezoning of property requires, in the judgment of the Planning Department, more than the customary amount of time allocated to a type of application and/or results in the County retaining an outside consultant or consultants (including without limitation incurring fees for counsel), addition fees will be charged to cover the costs incurred by the County. The following events or circumstances (referred to as "Extraordinary Events") are examples (without limitation) of the circumstances that may give rise to extra costs:

- A.1.1** Incomplete or inaccurate information provided by an APPLICANT;
- A.1.2** A change in an application by means of an amendment, correction or otherwise;
- A.1.3** Opposition to a project;
- A.1.4** Submission of a controversial application, whether or not specifically or initially opposed;
- A.1.5** An appeal of a land use decision;
- A.1.6** Non-compliance in whole or in part by an APPLICANT with a condition of an application, a permit or a planning or building department request;
- A.1.7** Delays in processing caused in part by the APPLICANT or the latter's agents;
- A.1.8** Unique, novel or irregular applications or requests by an APPLICANT;
- A.1.9** Other circumstances or events which increase the workload of County staff to process an application.
- A.1.10** Hiring of outside consultants

A.2 NOTICE OF EXTRAORDINARY EVENT AND REQUEST FOR DEPOSIT

In the event that one or more Extraordinary Events arise or are reasonably foreseen, the Director of Planning may give written notice thereof to the APPLICANT together with a request for deposit of Extraordinary Costs ("Costs") [Exhibit B - Provision 1.1].

A.3 SUBMISSION OF DEPOSIT

Upon receipt of such Notice, APPLICANT shall have ten (10) days to deposit the sums so requested. Failure to comply with a deposit request shall be governed by Exhibit B - Provision 1-6.

A.4 RIGHT OF WITHDRAWAL

Extraordinary Costs, the APPLICANT has the right to withdraw or abandon APPLICANT's project and/or application without incurring any further costs beyond those incurred to the date of receipt by the Director of Planning of the Notice to Withdraw or Abandon the Application.

A.5 OBLIGATION AFTER DEPOSIT

In the event APPLICANT deposits the costs requested, the County shall proceed or continue with application processing and APPLICANT shall be responsible for the costs as billed, whether or not the latter are covered by or included in the Deposit.

A.6 FURTHER TERMS AND CONDITIONS

The use of the Deposit, responsibility for costs and the further terms and conditions of this Agreement are as set forth in Exhibits B and C and, if applicable, Exhibit D hereof.

A.7 EXTRAORDINARY COST SCHEDULE

Extraordinary Costs include:

Planning staff time billed based on the following formula: Gross salary per hour of each employee x hours billed

County Counsel -	At cost
County Counsel Staff -	\$20 per hour
Special Counsel -	As billed to County
Consultants -	As billed to County
Other Costs -	As authorized by County Ordinance or Resolution

**TERMS
EXHIBIT "B"**

B.1 DEPOSIT.

B.1.1 "INITIAL DEPOSIT." APPLICANT shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "SIERRA COUNTY TREASURER".

B.1.2 INCREMENTAL DEPOSITS. The COUNTY may request deposits in advance of expenditures or obligations for expenditures. With the exception of the requirements of Provision B.2, APPLICANT shall only be liable for the amount of costs actually incurred by the COUNTY to the date of the request for additional deposits. No individual deposit request (exclusive of deposit on consulting contracts) shall exceed \$25,000 without APPLICANT's prior written authorization or assent.

B.1.3 ADDITIONAL DEPOSITS. If the deposit or any increases therein is inadequate to pay for Costs actually incurred by the COUNTY, APPLICANT will be notified immediately of the need to supplement the deposit. The APPLICANT shall only be contractually obligated to pay or to increase deposits beyond that which it otherwise agrees up to the limitation set forth in Provision B.2 below.

B.1.4 USE OF DEPOSITS. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. The use of the Initial Deposit funds and all future deposits shall include costs of administrative review, consulting fees, legal review, and any other actual costs incurred in support of the Application processing and any applicable environmental review of the Project (collectively referred to as "Costs".) Costs include those expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by APPLICANT. Further, deposit will be required in the full amount of any contract or contracts for consulting services. Costs shall include the total dollar amount of all COUNTY personnel time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the COUNTY to such individual(s)), all fees and costs charged by outside consultants and contract personnel, amounts expended for photo copies, telephone calls, FAX charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other costs incurred or expended by the COUNTY in direct connection with the Project.

B.1.5 DRAW DOWN OF DEPOSIT. On a monthly basis, or on such other time intervals as the Director of the PLANNING DEPARTMENT may deem appropriate, Costs incurred shall be deducted from the Deposit and an accounting of the status of the Deposit shall be provided to the APPLICANT. In the case of Costs expended against billings from outside consultants, the amount of such billing statements shall be provided to the APPLICANT. The APPLICANT shall not be entitled to any detail revealing the substantive contents or "detail of billings" pertaining to legal advisement to the COUNTY by contract attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the COUNTY General Fund, as the case pertains.

B.1.6 FAILURE OF MAKE DEPOSITS. In the event that APPLICANT does not make deposits as requested pursuant to the terms hereof, the processing of the Application may be suspended by the COUNTY. The refusal or failure to make a requested deposit within sixty (60) days after request shall constitute an abandonment of the Project by the APPLICANT and shall terminate all processing of the Application. The COUNTY shall not be liable for such termination and APPLICANT hereby indemnifies and holds the COUNTY harmless from any and all claims arising out of such termination including those of APPLICANT. Any request for deposit or payment to the COUNTY must be made in writing and mailed or telefaxed, in accord with "Notices" set forth on Exhibit "A". The APPLICANT shall have ten (10) working days from the date of mailing and telefaxing within which to remit the amount requested before the COUNTY may exercise the remedies for "Failure to make Deposits" set forth herein. Any delay in providing deposits or payments by APPLICANT as requested after the ten (10) days specified herein shall toll any time periods required for document processing by the COUNTY, including those under the Permit Streamlining Act, for the period of time equal to the date of the request for deposit to the date of receipt of the requested deposit minus the ten (10) day performance period ("the Delay Time") if the Delay Time is ten (10) calendar days or less. If the delay exceeds ten (10) calendar days beyond the ten (10) day performance time, then the tolling period shall be equal to the Delay Time plus thirty (30) days.

B.1.7 DEPOSITS IN EXCESS OF COSTS. If the actual Cost of the Application and environmental review is less than the deposit, the excess amount will be returned to the APPLICANT or applied toward subsequent phases of environmental review on the APPLICANT's Project or any subsequent projects at the option of the APPLICANT, including the Costs of the EIR or any supplemental environmental reviews. If APPLICANT includes both an APPLICANT and LANDOWNER, both must give joint signed instructions for handling funds.

B.2 OBLIGATION FOR COSTS.

APPLICANT is responsible for all Extraordinary Costs in connection with Application processing and all necessary environmental review processing. In the event that the Extraordinary Costs exceed or are in the opinion of the Director of the PLANNING DEPARTMENT expected to exceed the amount of deposit as set forth in Provision 1 above, the COUNTY may request an additional deposit to cover such Costs or may bill APPLICANT for Costs accrued but unpaid, or both. In the event that APPLICANT objects to making any further payments or deposits, APPLICANT shall only be contractually obligated up to an amount not to exceed twenty percent (20%) over the initial deposit (referred to as "Cost Overruns"). In the event that APPLICANT refuses to make deposits or to pay cost incurred, the COUNTY may close the Project application processing and may seek recovery from the Undersigned for the costs incurred and the party's rights and responsibilities shall be governed under Provision B.1.6 ("Failure to Make Deposits") above.

B.3 PROJECT ACCOUNTING.

The COUNTY shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by the APPLICANT, which records may be inspected in the PLANNING DEPARTMENT by the APPLICANT, a report of which shall be provided to APPLICANT on a monthly basis.

B.4 LEGAL DEFENSE.

In the event that any litigation is initiated by any third party in which the COUNTY is named in any capacity arising out of or in connection with the Project, APPLICANT agrees to defend the COUNTY and at the COUNTY's request to appear and represent it at APPLICANT's sole cost and expense; **provided however, that APPLICANT shall not be obligated to defend or indemnify the COUNTY against any claims, actions or litigation arising out of damages, personal injury or death caused by the COUNTY's negligence or willful misconduct.** (The foregoing shall not limit the right of the COUNTY to appear and defend against any or all issues or causes of action.)

B.5 INDEMNIFICATION.

The Undersigned, jointly and severally, do(es) indemnify and agree to hold harmless the County, its Officers, Agents, and employees from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all direct and administrative costs, attorneys' fees including county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including but not limited to notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and the Undersigned shall make a deposit in the amount requested by the Director of Public Works, in the initial amount of which shall not exceed ten thousand dollars (\$10,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to the Undersigned by warrant made payable to APPLICANT and LANDOWNER as they mutually advise in writing. In the event that the Undersigned fails or refuses to make deposits as requested hereunder, in addition to any and all remedies in law or equity, the County may cease to proceed with any administrative action, any affirmative action, or refuse or abstain from defense of any such action and/or may enter into any stipulation, the results of which voids, retracts or restricts the Project or any permit or entitlement pertaining to the Project.

**GENERAL PROVISIONS
EXHIBIT "C"**

C.1 INTERPRETATION AND ENFORCEMENT.

C.1.1 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.1.2 ASSIGNMENT. This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s), unless such transfer is otherwise expressly permitted hereby.

C.1.3 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

C.1.4 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

C.1.5 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

C.1.6 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C.1.7 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

C.1.7.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

C.1.7.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

C.1.8 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

C.1.9 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

C.1.10 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

C.1.11 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

C.1.12 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

C.1.13 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full

force and effect and shall in no way be affected, impaired or invalidated.

C.1.14 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

C.1.15 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

C.1.16 INCORPORATION OF EXHIBITS. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

C.1.17 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.1.18 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon. Both APPLICATION and LANDOWNER shall be jointly and severally responsible and liable for performance hereunder.

C.1.19 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by County with a Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this if created; and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

NOTICE AND SUPPLEMENTAL TERMS
Exhibit "D"

D.1 NOTICES.

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Chairman, Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, California 95936

With a copy to:

County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "APPLICANT":

APPLICANT:

Scott Caruth
P.O. Box 114
Verdi, NV 89439

With a copy to:

Sierra Surveying, Inc
555 Holcomb Ave.
Reno, NV 89502

LANDOWNER:

(same as applicant)

D.2 SUPPLEMENTAL TERMS.

none

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: October 4, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Department of Public Works and Transportation
APPROVING PARTY: Tim H. Beals
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Resolution approving proposed budget for the CalRecycle OPP6 (Oil Payment Program 6) for Fiscal Year (FY) 2016/2017.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE: GENERAL FUND
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND: 043- Solid Waste Award
AMOUNT: \$15,000.00 One Time Expense

ARE ADDITIONAL PERSONNEL REQUIRED?
 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No
IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

 CLERK TO THE BOARD _____
 DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF AUTHORIZING
EXPENDITURES UNDER THE
CALRECYCLE OPP6 (USED OIL PAYMENT PROGRAM)
FISCAL YEARS 2016/2017**

RESOLUTION 2016-_____

WHEREAS, the July 1, 2016 thru June 30, 2017 Fiscal Years CalRecycle OPP6 (Used Oil Payment Program) was approved and awarded to Sierra County in the amount of \$15,000.00; and

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors hereby approves the following allocations (see attachment 1 and 2) under the 2016/2017 Fiscal Year OPP6 Award:

1. Oil Collection Containers, Equipment, Supplies,	\$ 6,000.00
2. Publicity, Education, Advertising, Schools, Fairs, Events	\$ 1,500.00
3. Load Checking	\$ 3,000.00
4. Oil Collection-Oil Removal	\$ 1,500.00
5. Staff Training, Used Oil Conferences	\$ 1,500.00
6. Administration	\$ 500.00
7. Premiums, Oil Related	\$ 1,000.00

FURTHERMORE, BE IT RESOLVED THAT the Auditor is hereby authorized to pay purchase orders upon presentation under the CalRecycle OPP6 Award Program.

BE IT FURTHER RESOLVED THAT the Director of Public Works is authorized to exercise administrative authority and latitude to adjust these funds within the elements presented due to the routine nature of this particular award.

ADOPTED by the Board of Supervisors of the County of Sierra on the 4th day of October, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

OPP6 - Oil Payment Program 2016/2017	
Projected Expenditures	Total Expenditures
The Director of Public Works is authorized to exercise administrative authority and latitude to adjust these funds within the elements presented due to the routine nature of this particular award.	\$ 15,000.00
<u>Oil Collection Containers, Equipment, Supplies (6228 equipment)</u>	\$ 6,000.00
Oil Collection Containers	
Oil Filter Bags	
Oil Shop Rags	
Oil Funnels	
Oil Wrenches	
Drip Pads	
Other - oil collection related	
Subtotal	\$ 6,000.00
<u>Publicity, Education, Advertising, Schools, Fairs, Events (8914 Publications) (8995 Special Dept Expense)</u>	\$ 1,100.00
School Advertisements	
Newspaper Advertisements (8914)	\$ 400.00
County Fair	
Other-	
<u>Staff Training, Used Oil Conferences (8995 Special Dept. Expense)</u>	\$ 1,500.00
Used Oil conference and Training	
HHW Trainings	
Other associated costs of training	
Subtotal	\$ 3,000.00
<u>Load Checking (7600 Transfer to Others) (Road)</u>	\$ 3,000.00
Transfer to Solid Waste to Offset Loadchecking by Staff	
Subtotal	\$ 3,000.00
<u>Oil Colleciton - Oil Removal (5165 Professional & Specialized)</u>	\$ 1,500.00
Hauling of materials by staff	
Spill kits and associated oil clean up supplies	
Hauling by contractor	
Subtotal	\$ 1,500.00
<u>Administration (8957 Rd. Admin.)</u>	\$ 500.00
Staff Time	
Other associated admin. Costs	
Subtotal	\$ 500.00
<u>Premiums, Oil Related (5165 Professional & Specialized)</u>	\$ 1,000.00
Oil collection related items, signs, ads, premiums	
Subtotal	\$ 1,000.00
Total Projected Expenditures	\$ 15,000.00

STATE CONTROLLER
COUNTY BUDGET ACT

ENTERPRISE FUND

SCHEDULE 11

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2016-2017

OPERATION OF ENTERPRISE FUND

Fund Title **SOLID WASTE GRANT FUNDS**
Activity Sanitation
Fund **043 Solid Waste Enterprise**
Budget Unit **043**
 OPP6 (Oil Payment Program)

**FINANCING USES
CLASSIFICATION**

(1)

**2016-2017
RECOMMENDED**

(5)

**2016-2017
ADOPTED**

(6)

Financing Source by Revenue Category

Licenses Permits & Franchises			
Fines, Forfeitures & Penalties			
Charges For Services			
Miscellaneous	\$	15,000.00	\$ 15,000.00
Operating Revenues	\$	15,000.00	\$ 15,000.00

Salaries & Employee Benefits

5000 Regular Salaries
5001 Extra Help
5002 Overtime
5007 Benefits
Total Salaries & Benefits

Services & Supplies

5155 Memberships		
5165 Professional & Specialized	\$	2,500.00
6228 Equipment	\$	6,000.00
5177 Treasurer's Fees		
8914 Publications	\$	400.00
8957 Road Administration	\$	500.00
5131 Supplies	\$	-
8975 SRRE HWWE		
8983 Oil Recycle		
8986 Waste Discharge		
8995 Special Department Expense	\$	2,600.00
8996 Travel		
7600 Loadcheck, Transfer to Other Funds	\$	3,000.00
Total Services & Supplies		

Fixed Assets

8963 Equipment
Total Fixed Assets

BUDGET UNIT TOTAL

Net Operating Income	\$	15,000.00
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Agenda Item: Review and approve request to declare entire list of obsolete items as surplus and to give authority to dispose of said items in a proper manner.

Background: The items listed are inventory that the County no longer has the corresponding equipment for. It is our plan to set up a method to sell these surplus items on a board approved e-bay account, trade in, or other properly approved method.

Recommendation: Declare entire list of items as surplus and direct the Director of Transportation to dispose of items.

Date: 01/12/2016
 Division No: 0400 - Equipment Maintenance
 Reference No: [Blank]
 Fund No: 0310000

Adjustments | Notes | Linked Files | Directory

Location	Item Number	Description	Old Unit Cost	Old Qty On Hand	Adj'd Field	Qty on Hand	Adjustment Qty	New Unit Cost	Value of Change	Comment	Created	Edited
15	25	SPARKPLUG	\$1.1688	6.00	Quantity	0.00	-6.00	\$0.0000	-\$7.01		01/18/16 13:12 by LRC	01/18/16 13:12 by LRC
15	45	SPARKPLUG	\$1.5800	8.00	Quantity	0.00	-8.00	\$0.0000	-\$12.64	obsolete inventory adjustment	01/18/16 13:13 by LRC	01/18/16 13:13 by LRC
15	700233	SPARKPLUG WIRE SET	\$43.7600	2.00	Quantity	0.00	-2.00	\$0.0000	-\$87.52	Obsolete inventory adjustment	01/18/16 13:14 by LRC	01/18/16 13:14 by LRC
15	700280	SPARKPLUG WIRE SET	\$32.5400	1.00	Quantity	0.00	-1.00	\$0.0000	-\$32.54		01/18/16 13:14 by LRC	01/18/16 13:14 by LRC
20	3157	BULB	\$1.1370	9.00	Quantity	1.00	-8.00	\$0.0000	-\$9.09		01/18/16 13:15 by LRC	01/18/16 13:15 by LRC
20	4-505	TACK/HOUR/MOTOROLA	\$129.4500	1.00	Quantity	0.00	-1.00	\$0.0000	-\$129.45	obsolete inventory adjustment	01/18/16 13:16 by LRC	01/18/16 13:16 by LRC
20	736106	BATTERY CABLE 1/0 (BLACK)	\$1.7233	3.00	Quantity	0.00	-3.00	\$0.0000	-\$5.17	obsolete inventory adjustment	01/18/16 13:17 by LRC	01/18/16 13:17 by LRC
20	FA-134	DISTRIBUTOR CAP	\$22.5500	1.00	Quantity	0.00	-1.00	\$0.0000	-\$22.55		01/18/16 13:17 by LRC	01/18/16 13:17 by LRC
20	MP-700	IGN STATOR ASSY	\$14.7100	1.00	Quantity	0.00	-1.00	\$0.0000	-\$14.71		01/18/16 13:18 by LRC	01/18/16 13:18 by LRC
20	RR181	DISTRIBUTOR CAP	\$4.4300	1.00	Quantity	0.00	-1.00	\$0.0000	-\$4.43		01/18/16 13:18 by LRC	01/18/16 13:18 by LRC
20	ST107	STARTER SOL	\$19.1000	1.00	Quantity	0.00	-1.00	\$0.0000	-\$19.10		01/18/16 13:19 by LRC	01/18/16 13:19 by LRC
20	TC6204	CONNECTOR TRAILER	\$6.0700	1.00	Quantity	0.00	-1.00	\$0.0000	-\$6.07		01/18/16 13:19 by LRC	01/18/16 13:19 by LRC
20	TC6233	CONNECTOR TRAILER	\$7.8300	1.00	Quantity	0.00	-1.00	\$0.0000	-\$7.83		01/18/16 13:20 by LRC	01/18/16 13:20 by LRC
20	TC6234	CONNECTOR TRAILER	\$7.1800	1.00	Quantity	0.00	-1.00	\$0.0000	-\$7.18		01/18/16 13:20 by LRC	01/18/16 13:20 by LRC
60	210-0170	U-JOINT	\$7.9700	3.00	Quantity	0.00	-3.00	\$0.0000	-\$23.91		01/18/16 13:26 by LRC	01/18/16 13:26 by LRC
60	232	U-JOINT	\$23.2800	1.00	Quantity	0.00	-1.00	\$0.0000	-\$23.28		01/18/16 13:26 by LRC	01/18/16 13:26 by LRC
60	351	U-JOINT	\$11.0700	4.00	Quantity	0.00	-4.00	\$0.0000	-\$44.28		01/18/16 13:27 by LRC	01/18/16 13:27 by LRC
60	354	U-JOINT	\$19.1958	1.00	Quantity	0.00	-1.00	\$0.0000	-\$19.20		01/18/16 13:27 by LRC	01/18/16 13:27 by LRC
60	377	U-JOINT	\$20.0100	1.00	Quantity	0.00	-1.00	\$0.0000	-\$20.01		01/18/16 13:28 by LRC	01/18/16 13:28 by LRC
60	437G	U-JOINT	\$15.0500	2.00	Quantity	0.00	-2.00	\$0.0000	-\$30.10		01/18/16 13:28 by LRC	01/18/16 13:28 by LRC
60	534-10	U-JOINT CLAMP	\$3.7100	4.00	Quantity	0.00	-4.00	\$0.0000	-\$14.84		01/18/16 13:28 by LRC	01/18/16 13:28 by LRC
70	2228	REPAIR MAXI-KIT	\$12.4900	1.00	Quantity	0.00	-1.00	\$0.0000	-\$12.49		01/18/16 13:30 by LRC	01/18/16 13:30 by LRC
70	2229	REPAIR MAXI-KIT	\$9.7700	1.00	Quantity	0.00	-1.00	\$0.0000	-\$9.77		01/18/16 13:30 by LRC	01/18/16 13:30 by LRC
70	2237	REPAIR MAXI-KIT	\$12.3300	2.00	Quantity	0.00	-2.00	\$0.0000	-\$24.66		01/18/16 13:30 by LRC	01/18/16 13:30 by LRC
70	286370	AIR BRAKE VALVE (R-8)	\$53.0800	1.00	Quantity	0.00	-1.00	\$0.0000	-\$53.08		01/18/16 13:30 by LRC	01/18/16 13:30 by LRC
70	289714N	QUICK RELEASE VALVE	\$77.6900	1.00	Quantity	0.00	-1.00	\$0.0000	-\$77.69		01/18/16 13:31 by LRC	01/18/16 13:31 by LRC
70	65329	AIR BRAKE BUSHING	\$1.6700	1.00	Quantity	0.00	-1.00	\$0.0000	-\$1.67		01/18/16 13:31 by LRC	01/18/16 13:31 by LRC
70	65337	AIR BRAKE SPRING	\$1.8000	2.00	Quantity	0.00	-2.00	\$0.0000	-\$3.60		01/18/16 13:31 by LRC	01/18/16 13:31 by LRC
70	65434	AIR BRAKE BUSHING	\$2.4900	4.00	Quantity	0.00	-4.00	\$0.0000	-\$9.96		01/18/16 13:31 by LRC	01/18/16 13:31 by LRC
70	66165	AIR BRAKE VALVE	\$12.8500	1.00	Quantity	0.00	-1.00	\$0.0000	-\$12.85		01/18/16 13:32 by LRC	01/18/16 13:32 by LRC
70	67445	AIR BRAKE ROLLER	\$1.4000	1.00	Quantity	0.00	-1.00	\$0.0000	-\$1.40		01/18/16 13:32 by LRC	01/18/16 13:32 by LRC
70	80412	BRAKE HOLDDOWN KIT	\$4.0300	1.00	Quantity	0.00	-1.00	\$0.0000	-\$4.03		01/18/16 13:32 by LRC	01/18/16 13:32 by LRC
70	80489	BRAKE HOLDDOWN KIT	\$3.9600	1.00	Quantity	0.00	-1.00	\$0.0000	-\$3.96		01/18/16 13:32 by LRC	01/18/16 13:32 by LRC
70	80570	BRAKE ADJUSTMENT SCREW	\$13.1000	1.00	Quantity	0.00	-1.00	\$0.0000	-\$13.10		01/18/16 13:32 by LRC	01/18/16 13:32 by LRC
70	80848	REPAIR KIT	\$30.3100	1.00	Quantity	0.00	-1.00	\$0.0000	-\$30.31		01/18/16 13:33 by LRC	01/18/16 13:33 by LRC
70	80849	REPAIR KIT	\$30.5200	1.00	Quantity	0.00	-1.00	\$0.0000	-\$30.52		01/18/16 13:38 by LRC	01/18/16 13:38 by LRC
70	82117	BRAKE CALIPER HARDWARE	\$11.3100	1.00	Quantity	0.00	-1.00	\$0.0000	-\$11.31		01/18/16 13:39 by LRC	01/18/16 13:39 by LRC
70	82136	BRAKE CALIPER HARDWARE	\$11.3100	1.00	Quantity	0.00	-1.00	\$0.0000	-\$11.31		01/18/16 13:39 by LRC	01/18/16 13:39 by LRC

Date: 01/12/2016
 Division No: 0400 Equipment Maintenance
 Reference No: [Blank]
 Fund No: 0310000

Adjustments | Notes | Linked Files | Directory

Location	Item Number	Description	Old Unit Cost	Old Qty On Hand	Adj'd Field	Qty on Hand	Adjustment Qty	New Unit Cost	Value of Change	Comment	Created	Edited
70	82257	BRAKE CALIPER BOLT	\$1.6100	1.00	Quantity	0.00	-1.00	\$0.0000	-\$1.61		01/18/16 13:38 by LRC	01/18/16 13:38 by LRC
70	92958	BRAKE CABLE (EMERGENCY)	\$20.9100	1.00	Quantity	0.00	-1.00	\$0.0000	-\$20.91		01/18/16 13:39 by LRC	01/18/16 13:39 by LRC
70	93016	BRAKE CABLE (EMERGENCY)	\$20.9100	1.00	Quantity	0.00	-1.00	\$0.0000	-\$20.91		01/18/16 13:39 by LRC	01/18/16 13:39 by LRC
70	93127	BRAKE CABLE (EMERGENCY)	\$20.9100	1.00	Quantity	0.00	-1.00	\$0.0000	-\$20.91		01/18/16 13:40 by LRC	01/18/16 13:40 by LRC
70	AE-7054M	BRAKE PAD	\$53.5050	2.00	Quantity	0.00	-2.00	\$0.0000	-\$107.01		01/18/16 13:40 by LRC	01/18/16 13:40 by LRC
75	60-018-2	WIPER BLADE	\$7.2330	18.00	Quantity	0.00	-18.00	\$0.0000	-\$130.19		01/18/16 13:43 by LRC	01/18/16 13:43 by LRC
75	60-1851	WIPER BLADE	\$6.9300	0.00	Quantity	-2.00	-2.00	\$0.0000	-\$13.86		01/18/16 13:45 by LRC	01/18/16 13:45 by LRC
75	60-2257	WINDSHILD BLADE 22"	\$14.4400	1.00	Quantity	0.00	-1.00	\$0.0000	-\$14.44		01/18/16 14:21 by LRC	01/18/16 14:21 by LRC
75	823-1275	1/4" x 24x24 MUD FLAP	\$9.4700	1.00	Quantity	0.00	-1.00	\$0.0000	-\$9.47		01/18/16 14:21 by LRC	01/18/16 14:21 by LRC
80	370003	SEAL OIL	\$21.5000	4.00	Quantity	0.00	-4.00	\$0.0000	-\$86.00		01/18/16 14:36 by LRC	01/18/16 14:36 by LRC
80	382-A	BEARING	\$7.3800	1.00	Quantity	0.00	-1.00	\$0.0000	-\$7.38		01/18/16 14:36 by LRC	01/18/16 14:36 by LRC
80	387A	BEARING	\$18.5100	3.00	Quantity	0.00	-3.00	\$0.0000	-\$55.83		01/18/16 14:37 by LRC	01/18/16 14:37 by LRC
80	46293	SEAL OIL	\$7.1400	1.00	Quantity	0.00	-1.00	\$0.0000	-\$7.14		01/18/16 14:38 by LRC	01/18/16 14:38 by LRC
80	471287	SEAL OIL	\$3.3800	1.00	Quantity	0.00	-1.00	\$0.0000	-\$3.38		01/18/16 14:48 by LRC	01/18/16 14:48 by LRC
80	47338	SEAL OIL	\$8.1900	1.00	Quantity	0.00	-1.00	\$0.0000	-\$8.19		01/18/16 14:48 by LRC	01/18/16 14:48 by LRC
80	47388	SEAL OIL	\$7.8900	4.00	Quantity	0.00	-4.00	\$0.0000	-\$31.56		01/18/16 15:35 by LRC	01/18/16 15:35 by LRC
80	47477	SEAL OIL	\$6.2200	2.00	Quantity	0.00	-2.00	\$0.0000	-\$12.44		01/18/16 16:00 by LRC	01/18/16 16:00 by LRC
80	47484	SEAL OIL	\$4.0900	2.00	Quantity	0.00	-2.00	\$0.0000	-\$8.18		01/18/16 16:00 by LRC	01/18/16 16:00 by LRC
80	47519	SEAL OIL	\$8.9200	4.00	Quantity	0.00	-4.00	\$0.0000	-\$35.68		01/18/16 16:00 by LRC	01/18/16 16:00 by LRC
80	47610	SEAL OIL	\$3.9300	2.00	Quantity	0.00	-2.00	\$0.0000	-\$7.86		01/18/16 16:00 by LRC	01/18/16 16:00 by LRC
80	47630	SEAL OIL	\$7.6300	1.00	Quantity	0.00	-1.00	\$0.0000	-\$7.63		01/18/16 16:01 by LRC	01/18/16 16:01 by LRC
80	47697	SEAL OIL	\$0.0000	5.00	Quantity	0.00	-5.00	\$0.0000	\$0.00		01/18/16 16:01 by LRC	01/18/16 16:01 by LRC
80	49150-SF	SEAL OIL	\$4.1400	7.00	Quantity	0.00	-7.00	\$0.0000	-\$28.98		01/18/16 16:01 by LRC	01/18/16 16:01 by LRC
80	49317	SEAL OIL	\$4.2900	1.00	Quantity	0.00	-1.00	\$0.0000	-\$4.29		01/18/16 16:04 by LRC	01/18/16 16:04 by LRC
80	49733	SEAL OIL	\$7.5700	1.00	Quantity	0.00	-1.00	\$0.0000	-\$7.57		01/18/16 16:04 by LRC	01/18/16 16:04 by LRC
80	BR38	BEARING SET	\$12.3150	2.00	Quantity	0.00	-2.00	\$0.0000	-\$24.63		01/19/16 09:27 by LRC	01/19/16 09:27 by LRC
80	JLM104910	BEARING	\$5.1700	1.00	Quantity	0.00	-1.00	\$0.0000	-\$5.17		01/19/16 09:27 by LRC	01/19/16 09:27 by LRC
80	LM-104949	BEARING	\$10.1700	3.00	Quantity	0.00	-3.00	\$0.0000	-\$30.51		01/19/16 09:28 by LRC	01/19/16 09:28 by LRC
80	LM-501310	BEARING	\$3.6900	1.00	Quantity	0.00	-1.00	\$0.0000	-\$3.69		01/19/16 09:29 by LRC	01/19/16 09:29 by LRC
80	SET-20	BEARING	\$39.2600	1.00	Quantity	0.00	-1.00	\$0.0000	-\$39.26		01/19/16 09:30 by LRC	01/19/16 09:30 by LRC
80	SET-25	BEARING	\$51.5600	2.00	Quantity	0.00	-2.00	\$0.0000	-\$103.12		01/19/16 09:47 by LRC	01/19/16 09:47 by LRC
80	SET-3	BEARING	\$7.2900	2.00	Quantity	0.00	-2.00	\$0.0000	-\$14.58		01/19/16 10:35 by LRC	01/19/16 10:35 by LRC
80	SET-5	BEARING	\$4.0000	2.00	Quantity	0.00	-2.00	\$0.0000	-\$8.00		01/19/16 10:35 by LRC	01/19/16 10:35 by LRC
20	3157	BULB	\$1.1370	1.00	Quantity	8.00	7.00	\$0.0000	\$7.96		01/19/16 10:50 by LRC	01/19/16 10:50 by LRC
75	60-1851	WIPER BLADE	\$6.9300	-2.00	Quantity	0.00	2.00	\$0.0000	\$13.86		01/19/16 10:52 by LRC	01/19/16 10:52 by LRC

Adjustments

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Material Units -147

Date: 06/30/2016
 Division No: 0400 Equipment Maintenance
 Reference No: OBSOLETE

Fund No: 0310000

Adjustments | Ngias | Linked Files | Directory

Location	Item Number	Description	Old Unit Cost	Old Qty On Hand	Adj'd Field	Qty on Hand	Adjustment Qty	New Unit Cost	Value of Change	Comment	Created	Edited
10	1010	FILTER	\$3.3350	1.00	Quantity	0.00	-1.00	\$0.0000	-\$3.34	removed old inventory no longer fits vehicles	08/03/16 13:13 by LRC	08/03/16 13:13 by LRC
10	1040	FILTER	\$3.2250	1.00	Quantity	2.00	1.00	\$0.0000	\$3.22		08/03/16 13:14 by LRC	08/03/16 13:14 by LRC
10	1040	FILTER	\$3.2250	2.00	Quantity	0.00	-2.00	\$0.0000	-\$6.45		08/03/16 13:14 by LRC	08/03/16 13:14 by LRC
10	1077	FILTER	\$2.2500	1.00	Quantity	0.00	-1.00	\$0.0000	-\$2.25		08/03/16 13:14 by LRC	08/03/16 13:14 by LRC
10	117-4089	ELEMENT/FILTER	\$12.1263	7.00	Quantity	0.00	-7.00	\$0.0000	-\$84.88		08/03/16 13:14 by LRC	08/03/16 13:14 by LRC
10	1243	FILTER	\$3.7433	2.00	Quantity	0.00	-2.00	\$0.0000	-\$7.49		08/03/16 13:15 by LRC	08/03/16 13:15 by LRC
10	1247	FILTER	\$4.3925	4.00	Quantity	0.00	-4.00	\$0.0000	-\$17.57		08/03/16 13:15 by LRC	08/03/16 13:15 by LRC
10	1334	OIL FILTER	\$5.0783	3.00	Quantity	0.00	-3.00	\$0.0000	-\$15.24		08/03/16 13:15 by LRC	08/03/16 13:15 by LRC
10	1374	Oil filter	\$6.4450	2.00	Quantity	0.00	-2.00	\$0.0000	-\$12.89		08/03/16 13:16 by LRC	08/03/16 13:16 by LRC
10	144-0832	Element-filter	\$55.8150	1.00	Quantity	0.00	-1.00	\$0.0000	-\$55.82		08/03/16 13:17 by LRC	08/03/16 13:17 by LRC
10	1487	HYD. FILTER	\$4.7933	4.00	Quantity	0.00	-4.00	\$0.0000	-\$19.17		08/03/16 13:17 by LRC	08/03/16 13:17 by LRC
10	1551	HYD. FILTER	\$5.0250	2.00	Quantity	0.00	-2.00	\$0.0000	-\$10.05		08/03/16 13:38 by LRC	08/03/16 13:38 by LRC
10	1567	HYD FILT	\$5.0633	3.00	Quantity	0.00	-3.00	\$0.0000	-\$15.19		08/03/16 13:38 by LRC	08/03/16 13:38 by LRC
10	157-3862	Filter Element	\$146.0533	3.00	Quantity	0.00	-3.00	\$0.0000	-\$438.16		08/03/16 13:39 by LRC	08/03/16 13:39 by LRC
10	1759	FILTER	\$13.9100	1.00	Quantity	0.00	-1.00	\$0.0000	-\$13.91		08/03/16 13:39 by LRC	08/03/16 13:39 by LRC
10	1790	Trans Filter	\$5.4100	1.00	Quantity	0.00	-1.00	\$0.0000	-\$5.41		08/03/16 13:40 by LRC	08/03/16 13:40 by LRC
10	1791	Oil filter	\$10.2867	1.00	Quantity	0.00	-1.00	\$0.0000	-\$10.29		08/03/16 13:40 by LRC	08/03/16 13:40 by LRC
10	1826	HYD. FILTER	\$14.1850	2.00	Quantity	0.00	-2.00	\$0.0000	-\$28.37		08/03/16 13:41 by LRC	08/03/16 13:41 by LRC
10	1970XE	OIL FILTER	\$23.6000	1.00	Quantity	0.00	-1.00	\$0.0000	-\$23.60		08/03/16 13:41 by LRC	08/03/16 13:41 by LRC
10	1R-0716	Filter A	\$26.7725	3.00	Quantity	0.00	-3.00	\$0.0000	-\$80.32		08/03/16 13:41 by LRC	08/03/16 13:41 by LRC
10	1826	HYD. FILTER	\$14.1850	0.00	Quantity	2.00	2.00	\$0.0000	\$28.37		08/03/16 13:42 by LRC	08/03/16 13:42 by LRC
10	1R-0746	ELEMENTAS	\$7.8324	9.00	Quantity	0.00	-9.00	\$0.0000	-\$70.49		08/03/16 13:42 by LRC	08/03/16 13:42 by LRC
10	1R-0770	FILTER	\$27.7800	1.00	Quantity	0.00	-1.00	\$0.0000	-\$27.78		08/03/16 13:43 by LRC	08/03/16 13:43 by LRC
10	1R-0773	Element	\$16.4867	4.00	Quantity	0.00	-4.00	\$0.0000	-\$65.95		08/03/16 13:43 by LRC	08/03/16 13:43 by LRC
10	1R0753	FILTER-AS	\$18.8650	3.00	Quantity	0.00	-3.00	\$0.0000	-\$56.60		08/03/16 13:44 by LRC	08/03/16 13:44 by LRC
10	2095	AIR FILTER	\$8.8700	1.00	Quantity	0.00	-1.00	\$0.0000	-\$8.87		08/03/16 13:45 by LRC	08/03/16 13:45 by LRC
10	2141	AIR FILTER	\$5.7800	4.00	Quantity	0.00	-4.00	\$0.0000	-\$23.12		08/03/16 13:45 by LRC	08/03/16 13:45 by LRC
10	225-4118	Filter Hyd	\$96.9850	2.00	Quantity	0.00	-2.00	\$0.0000	-\$193.97		08/03/16 13:45 by LRC	08/03/16 13:45 by LRC
10	227-7449	Element	\$36.0200	3.00	Quantity	0.00	-3.00	\$0.0000	-\$108.06		08/03/16 13:45 by LRC	08/03/16 13:45 by LRC
10	231-4486	Filter-Air	\$2.0350	8.00	Quantity	0.00	-8.00	\$0.0000	-\$16.28		08/03/16 13:46 by LRC	08/03/16 13:46 by LRC
10	24027	FUEL PUMP FILTER	\$9.1350	2.00	Quantity	0.00	-2.00	\$0.0000	-\$18.27		08/03/16 13:47 by LRC	08/03/16 13:47 by LRC
10	2768	AIR FILTER	\$17.2550	2.00	Quantity	0.00	-2.00	\$0.0000	-\$34.51		08/03/16 13:48 by LRC	08/03/16 13:48 by LRC
10	2984R	RENEW FILTER	\$23.6000	1.00	Quantity	0.00	-1.00	\$0.0000	-\$23.60		08/03/16 13:48 by LRC	08/03/16 13:48 by LRC
10	3081	FUEL FILTER	\$3.6050	3.00	Quantity	0.00	-3.00	\$0.0000	-\$10.82		08/03/16 13:48 by LRC	08/03/16 13:48 by LRC
10	3118	FILTER	\$6.4650	1.00	Quantity	0.00	-1.00	\$0.0000	-\$6.47		08/03/16 13:48 by LRC	08/03/16 13:48 by LRC
10	3209	Fuel filter	\$10.7800	-2.00	Quantity	2.00	4.00	\$0.0000	\$43.12		08/03/16 13:49 by LRC	08/03/16 13:49 by LRC
10	3243	FUEL FILTER	\$9.9500	-2.00	Quantity	0.00	2.00	\$0.0000	\$19.90		08/03/16 13:49 by LRC	08/03/16 13:49 by LRC
10	326-1644	FILTERASY	\$36.6820	1.00	Quantity	0.00	-1.00	\$0.0000	-\$36.68		08/03/16 13:50 by LRC	08/03/16 13:50 by LRC
10	3272	FUEL FILTER	\$21.9600	2.00	Quantity	0.00	-2.00	\$0.0000	-\$43.72		08/03/16 13:50 by LRC	08/03/16 13:50 by LRC
10	3352	FUEL FILTER	\$4.8766	4.00	Quantity	0.00	-4.00	\$0.0000	-\$19.51		08/03/16 13:50 by LRC	08/03/16 13:50 by LRC
10	3360	FUEL FILTER	\$13.2843	2.00	Quantity	0.00	-2.00	\$0.0000	-\$26.53		08/03/16 13:51 by LRC	08/03/16 13:51 by LRC
10	33826	Fuel filter	\$9.8788	-5.00	Quantity	5.00	10.00	\$0.0000	\$98.78		08/03/16 13:51 by LRC	08/03/16 13:51 by LRC
10	33826	Fuel filter	\$9.8788	5.00	Quantity	0.00	-5.00	\$0.0000	-\$49.39		08/03/16 13:51 by LRC	08/03/16 13:51 by LRC

Adjustments

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**STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
REGULAR MEETING**

Lee Adams, Chair, District 1

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

Peter W. Huebner, Vice-Chair, District 2

P.O. Box 349 - Sierra City, CA 96125 - 530-862-1004 - supervisor2@sierracounty.ca.gov

Paul Roen, District 3

P.O. Box 43 - Calpine, CA - 209-479-2770 - supervisor3@sierracounty.ca.gov

Jim Beard, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-414-8126 - jbeard@sierracounty.ca.gov

Scott A. Schlefstein, District 5

P.O. Box 192 - Loyalton, CA 96118 - 530-993-4900 - supervisor5@sierracounty.ca.gov

The Sierra County Board of Supervisors met in regular session commencing at 9:00 a.m. on August 2, 2016 in the Board of Supervisors' Chambers, Courthouse, Downieville, CA. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Supervisor Schlefstein

ROLL CALL

Present: Lee Adams, Supervisor, Chair, District #1
Peter W. Huebner, Supervisor, Vice-Chair, District #2
Paul Roen, Supervisor, District #3
Scott A. Schlefstein, Supervisor, District #5

Absent: Jim Beard, Supervisor, District #4

Staff: Heather Foster, County Clerk-Recorder
David Prentice, County Counsel
Van Maddox, Auditor/Treasurer Tax-Collector
Tim Beals, Director of Planning and Transportation
Darden Bynum, Director of Health and Human Services
Laura Marshall, Assessor/IS Manager

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APPROVAL OF CONSENT AGENDA

At the request of the IS Manager, Consent Item 11.I. was moved to the Regular Agenda as Item 7.F.

- 11.I. Resolution declaring 3Com Phone System owned by Health and Human Services as surplus and authorizing disposal in accordance with County Code. (PUBLIC WORKS)

At the request of the Director of OES, Consent Items 11.L. and 11.M. were pulled from the agenda as these items were approved at the last meeting.

- 11.L. Governing Body Resolution naming authorizing agents for Sierra County for the Emergency Management Performance Grant (EMPG). (OES)
- 11.M. Governing Body Resolution naming authorizing agents for Sierra County for the Homeland Security Grant Program (SHSG). (OES)

The Board moved to approve the Consent Agenda as amended.

APPROVED as amended. Motion: Huebner/Roen/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

11. CONSENT AGENDA

- 11.A. Agreement for professional services between Toddler Towers and the County of Sierra. (SOCIAL SERVICES)

APPROVED, Agreement 2016-087

- 11.B. Rescission of agreement 2016-075 and approval of agreement for professional services between Yolo Community Care Continuum and County of Sierra. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2016-088

- 11.C. Agreement for professional services between Don Stembridge, Ph.D., and the County of Sierra. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2016-089

- 11.D. Agreement for professional services between Kings View and Sierra County Behavioral Health. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2016-090

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- 11.E. Agreement for professional services between Placer County and the County of Sierra. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2016-091

- 11.F. Resolution approving amendment to agreement with the County of Los Angeles Sheriff's Department, which has a Statewide inmate transportation system already in place, to provide inmate transportation for Sierra County inmates when appropriate and necessary. (SHERIFF)

ADOPTED, Resolution 2016-077

APPROVED, Agreement 2016-092

- 11.G. Amended Approval of California Governor's Office of Emergency Services (OES) County Victim Services (XC) Program. (DISTRICT ATTORNEY)

APPROVED, Agreement 2016-093

- 11.H. Amendment to Sauers Engineering Professional Services Agreement 2009-044 for engineering services related to the Sierra Brooks Water System Phase 2 project, term extension. (PUBLIC WORKS)

APPROVED, Agreement 2016-094

- 11.J. Resolution approving plans and specifications and authorizing bidding for the Loyalton Landfill Passive Landfill Gas Pilot Study. (PUBLIC WORKS)

ADOPTED, Resolution 2016-078

- 11.K. Resolution approving plans and specifications and authorizing bidding for the Loyalton Landfill Perimeter Gas Probe Installation Work. (PUBLIC WORKS)

ADOPTED, Resolution 2016-079

- 11.N. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Gerald & JoAnn Flavin, Applicants, and Robbie and Dianna Thingelstad Landowners: Consideration of a Special Use Permit to allow the placement of a manufactured home outside the allowable 150 feet distance from the primary residence in the Residential Rural 1.5 zoning district. The project site, identified as APN 023-080-027, is located at 155 Trelease Lane, Verdi, CA. (PLANNING)

APPROVED, Agreement 2016- 095

- 11.O. Amended and restated Joint Powers Agreement for Nevada-Sierra Counties connecting point public authority. (COUNTY COUNSEL)

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APPROVED, Agreement 2016-096

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda as amended.

APPROVED. Motion: Roen/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 9:05 a.m. Chair Adams opened the public comment opportunity.

Mr. Richard Featherman, Goodyears Bar suggested adding metal detectors to the county blade trucks as there is a lot of money (gold) in the ground and not grinding up big trees as they are worth a lot of money. Mr. Featherman continued to review other options to bring in revenue to the County.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

- Plumas and Sierra County Energy Assistance and Housing Weatherization informational pamphlets. (SUPERVISOR SCHLEFSTEIN)

Supervisor Schlefstein briefly reviewed the pamphlets which are available to the public and provide information on cost saving tips, weatherization tips and low income energy assistance programs.

The Director of Health and Human Services added that he has copies of the applications should anyone want to apply for the benefits Supervisor Schlefstein was referring to.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Sheriff provided a brief presentation on the illegal marijuana grows occurring on national forest land.

Supervisor Schlefstein thanked the Sheriff's office for their efforts.

Chair Adams indicated he would like to have a discussion between the federal government and county officials on how this is going to be prosecuted, and if it will be prosecuted locally, what kind of assistance there is from the federal government to assist with the cost of the incarceration, medical responses, etc. Chair Adams added that he also spoke with Sierraville Ranger Quentin Youngblood to determine what kind of financial help is available to the County.

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Mr. Featherman informed the Board that he was in the National Guard and is willing to help the county if needed.

The Director of Health and Human Services distributed copies of an article in the Nevada Union regarding peer support centers in Nevada County, noting they are actively furthering the peer support model and would like to partner with other existing entities including the Western Sierra Medical Clinic.

5. FOREST SERVICE UPDATE

Yuba District Ranger Karen Hayden reported on a successful Packer Lake Fish Day; campgrounds are full; and the Loganville Fire which was a total of 4.08 acres.

Ms. Pam Saporta, Pike questioned if there is a program to remove dying trees due bark beetles as she has been hit hard by this problem on her property.

Ranger Hayden responded that there are no federal programs available, however there may some state programs.

Chair Adams added that the Forest Service and CAL FIRE have estimated that 66 million trees have died in the state from this issue and ten southern counties have been declared a disaster area by the governor.

Ranger Hayden also suggested contacting the Sierra County Fire Safe and Watershed Council.

6. AUDITOR / TREASURER-TAX COLLECTOR - Van Maddox

6.A. Resolution approving sale of Loyaltan Mobile Home Park subject to the Tax Collector's Power to Sell.

The Auditor referred to the memo previously transmitted to the Board, noting the \$265,700 minimum price he is recommending is what the property was listed for in June. The County received a lot of interest in the last tax sale, however no one actually bid on the property. The Auditor added that if this sells for nothing the schools, solid waste fund, general fund, etc. will eat a lot of lost taxes. He also understands that we are getting to an amount that is owed that we will never receive which is approximately \$412,000.

The Auditor also referred to an article in the Sierra Booster regarding concerns with the tax sale bidding starting on Fridays and ending on Mondays, explaining this is the standard for the industry.

The Auditor further explained that the cost of the sale, penalties and interest are paid first, then the back taxes.

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Brief discussion ensued pertaining to whether the amount of sale should be lowered; the state having made it clear that they want the County to attempt to sell this property one more time before they will revoke the permit; and how the reverse apportionment works if the property sells.

Following further discussion, the Board moved to adopt the resolution approving the sale of Loyalton Mobile Home Park subject to the Tax Collector's Power to Sell as presented.

The Director of Planning clarified that out of the \$412,000 in delinquent taxes, \$192,000 is a loss to the County solid waste fund which is one of reasons that led to the increase in the solid waste fee this year.

In response to Mr. Featherman's inquiry, Chair Adams clarified that the solid waste budget is reviewed every year and the fee can go up or down in any given year.

ADOPTED, Resolution 2016-080. Motion: Schlefstein/Roen/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

7. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

- 7.A. Discussion/direction to staff regarding Proposition 1 Sierra Nevada Conservancy Grant, application deadlines in March and/or September of 2017 to implement the Forest Service Yuba Project.

The Director of Public Works introduced the item noting, the first opportunity to seek funding from the Sierra Nevada Conservancy is in March of 2017 and the second funding opportunity will be in September 2017. The County and the Forest Service have conducted a number of meetings in the past to coordinate projects that are beneficial to the Forest Service but also to the County. The Yuba Project has been identified as one of those projects and focuses on reducing ladder fuels and restoring watershed health; its primary purpose is for fire suppression. The Forest Service cannot be the applicant for Sierra Nevada Conservancy funds and would have to find a local agency or non-profit, so the County is best postured to be an applicant to assist the Forest Service in implementing the Yuba Project.

The Director continued to explain what is being suggested today is a green light to proceed with further discussions with the Forest Service for the County to be applicant and contract with the Forest Service for the Yuba Project. He is suggesting two projects, a small project filed cooperatively with the Forest Service in March of 2017 which would be a test case to see if the County and Yuba District can work cooperatively on a project most likely with the Fire Safe Council on projects that are already in queue. If this works, they can work towards a project application that implements the Yuba Project which is a bigger pool of funding that will become available in September 2017. The County would be the lead agency and would have to make sure the environmental documents satisfy NEPA and CEQA. Beyond that they would hope to have a project agreement between the County and the Forest Service.

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The Director concluded that he would like to know if the Board is inclined to support this concept before going any further.

The Board moved to authorize the Director of Transportation to work with the Forest Service on two projects to be submitted under Proposition One and return to the Board with a detailed scope and project definition for approval.

APPROVED. Motion: Huebner/Roen/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

9.C. Continued discussion/direction regarding notice from Larry Ostrom canceling Sierra County Agreement 2002-207 for Grant of Right of Way and Road Maintenance. (CLERK OF THE BOARD)

The Director of Transportation introduced the item, noting over the past few months there have been ongoing concerns and suggestions from the RR Lewis Water Company wishing to terminate the Right of Way Agreement negotiated back in 2002 by the Board of Supervisors. This agreement impacted a number of roads in Sierra City including Squirrel Hollow, Ostrom Way, Wild Plum, Wild Plum Ridge and 49er Drive. On May 11, 2016 Mr. Ostrom informed the Board of Supervisors of his wish to terminate the agreement, however there is no termination clause in the agreement. There is a clause that the agreement terms can change upon agreement of all parties. The suggestion to terminate the public right of way seems contrary to the mission created in 2002 when the agreement was executed.

The Director continued to note Mr. Ostrom's request went before the Board on June 6th wherein Mr. Ostrom requested a continuance and the Board requested a letter go out to all of the property owners pertaining to the impacts of this decision. This matter was brought back in July and was again continued to allow the new County Counsel time to review the issue.

The Director continued to explain in 2007 the Board adopted a resolution which established Wild Plum Ridge, Ostrom Way and 49er Drive as county roads and confirms the further existence of a public right of way on these roads. The Director continued to review the impacts of removing the agreement including minimal road maintenance, access for emergency vehicles, property values, insurance, etc.

The Director added that staff is recommending the Board not terminate or alter the agreement. He believes there is overwhelming public and agency support to maintain the road the way it is and also for the Board to take a more proactive stance in the ownership and control of the road system.

Ms. Nordis Ostrom, 49er Drive expressed concerns with the current agreement as Mr. Ostrom can use this against the County and the residents as leverage for personal gain which he tends to do. She would hope the Board consider condemning the road and taking it over. Ms. Ostrom also expressed concerns with Mr. Ostrom threatening

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disallowing snow removal. Ms. Ostrom further reiterated she would recommend the Board condemn the road and take possession of the road.

Supervisor Huebner indicated he also lives on 49er Drive and expressed concerns with respect to Mr. Ostrom, noting it is time the County comes to an agreement to protect the property owners. What he is hearing is a very simple solution to condemn the roads and the County takes them over.

County Counsel reminded the Board that this item is to determine whether the Board wants to terminate the agreement or not.

Mr. Phil Cammack, Sierra City noted he believes this is opening a huge can of worms and expressed concerns with the length of the road not being more than 50 feet wide and the County running into tremendous costs in surveys, etc.

In response to Chair Adams' question if Mr. Cammack has an opinion on whether to terminate the agreement or not, Mr. Cammack responded that he is in favor of the termination but the County will have to buy the road.

Mr. Bryan Davey, Sierra City Fire Chief expressed the importance for the fire department and law enforcement to have access to these roads as he has personally responded to a number of calls on all three of these roads multiple times and not having access would be a travesty.

Mr. Sig Ostrom, Sierra City provided background on the property and Mr. Ostrom, noting this is personal for the property owners and there would be a large group of people willing to support the condemnation of the road.

The following correspondence was received in regards to this matter:

- Email dated July 29, 2016 from David M. Rubiales – 21 Squirrel Hollow, Sierra City
- Letter dated July 30, 2016 from Paula Hester – 38 Valhalla, Sierra City
- Email dated July 31, 2016 from Loren and Dawn Brown – 222 49er Drive, Sierra City
- Letter dated July 31, 2016 from Elise Ostrom – 220 49er Drive and 35 Valhalla, Sierra City
- Email dated July 31, 2016 from Lynanne and Kelly Mehlhaff – 226 49er Drive, Sierra City
- Email dated August 1, 2016 from Bradley J. Whitman – 15 Squirrel Hollow Drive, Sierra City
- Letter dated August 1, 2016 from Phil Nowak – 224 49er Drive, Sierra City
- Email dated August 1, 2016 from Fred and Kathleen Kennedy – Ostrom Way, Sierra City
- Email dated August 1, 2016 from Sarah West-Kubly and Eric Kubly – 49er Drive, Sierra City
- Email dated August 1, 2016 from Kevin and Terry Fahey – 316 Ostrom Way, Sierra City

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- Email dated August 2, 2016 from Dan George – Lewis Lane/49er Drive, Sierra City

The Board moved to deny the termination of Agreement No. 2007-202 and directed the Clerk to notify Mr. Ostrom of the Board's decision.

DENIED. Motion: Roen/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

9. BOARD OF SUPERVISORS

- 9.A. Resolution calling an election for, and authorizing the submission to the voters of, an ordinance amending chapter 8.01 of the Sierra County Code regarding restrictions on marijuana cultivation, and consolidating the election with the November 8, 2016 Statewide General Election. (CHAIR ADAMS)

Chair Adams briefly introduced the item.

Supervisor Schlefstein referred to page 8, section 5 of the proposed ordinance noting the Board needs to define "living areas".

County Counsel noted he can further define this as this involves normal living areas, i.e. living rooms, kitchens, bathrooms, etc.; other storage facilities within the home are open for growing.

Supervisor Schlefstein expressed the need to be careful if they are going to define living areas and restrict what someone is doing within their own house.

Chair Adams questioned whether the Board should further defining this or strike this section all together.

County Counsel explained universally law enforcement has indicated that when they try to define the inside of the house it is almost impossible for them to enforce as they cannot enter the house legally. He believes striking this would be better as enforcement would be nearly impossible

By consensus, the Board directed striking section 5 on page 8 of the proposed ordinance.

In response to Supervisor Huebner's inquiry, Chair Adams clarified that the proposed ordinance allows up to three plants outside on less than two acres with setbacks.

Chair Adams further referred to the definition pertaining to multifamily buildings, explaining the Board's intent was not to have prohibition on a mother-in-law unit, rather this was specific to a multifamily structure, i.e, an apartment, mobile home park, etc. which

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does not have relatives but strangers living in a common area. Chair Adams added that he believes they need to further define what multifamily means.

County Counsel noted this is an easy fix and he can refer to the definition of multifamily residences in state law.

Chair Adams further suggested changing the first whereas of the proposed resolution to clarify that the ordinance was subject to referendum and the Board opted to repeal the ordinance, make modifications and send it back to the voters in a different form as the ordinance was challenged and not rejected.

In response to Supervisor Schlefstein's inquiry regarding the requested changes having to come back, County Counsel clarified this can be done today as these are scrivener changes for clarifying some definitions and changing some wording in the resolution and staff can be directed to follow the Board's direction and move forward with the resolution.

The Director of Planning clarified that the term mother-in-law unit is now called a second unit and could be complete strangers. The Director indicated that he is assuming if there is a second unit on property that the Board's position is it still doesn't alter the grant of right to a parcel.

It was clarified that the limitations imposed in the ordinance are by parcel not by structure.

The Director also referred to section 1, page 7 with respect to the six foot height of a fence in the front yard and questioned whether there should be an allowance for cultivation in the front yard or visible from a public highway and what the height of the fence in the front yard should be.

Chair Adams noted he doesn't have difficulty with six feet, but in the past the Board discussed setback language that no plants are forward of the front of the house; you can have a six foot fence even with your house or down the side or back, but not a perimeter fence in the front of the property exceeding four feet.

County Counsel indicated that he can add this language and also include that the no growing in the front yard is subject to variance.

Mr. Richard Featherman, Goodyears Bar suggested allowing a three foot berm and allowing the fence.

County Counsel clarified that it is a six foot enclosure whether partial berm and fence.

Ms. Pam Saporta, Pike referred to the proposed ordinance, noting this was originally presented as a two part ordinance with the second part being the ban on commercial and questioned if has this changed.

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County Counsel clarified that the ban is included in section 6 and was combined since this is going to the ballot.

Ms. Saporta requested further clarification on the ballot question.

The Clerk explained there is a 75 word limit for the ballot question but County Counsel's impartial analysis of the measure will be included in the voter information pamphlet which is sent out with the ballots.

Brief discussion ensued pertaining to including the full text of the measure in the voter information pamphlet and the process of printing arguments in favor and against a measure in the pamphlet.

Ms. Saporta also requested including a map of the excluded districts with the voter information pamphlet.

County Counsel noted if this was to happen the Board would miss the August 12th deadline to place the measure on the November ballot.

Chair Adams added that he believes it is incumbent on the individual property owner to know what their zoning is.

Ms. Saporta further questioned the reference to County Code Sections 1.16 through 1.18 with respect to fines without stating what the fine actually is.

County Counsel clarified that these are the normal fines that are part of the County Code and have the potential to change by Board action.

Ms. Saporta also pointed out that the definition of a greenhouse in one section of the proposed ordinance is defined as outdoor and defined as an accessory structure in another section.

Chair Adams indicated that the Board's intent was that a greenhouse in its traditional setting would be considered outdoors, if the building is an adjacent structure and is completely solid it is not considered a greenhouse.

Ms. Saporta also questioned why lighting is prohibited outdoors or in greenhouses if it is shielded from public view.

Chair Adams noted he believes this was prohibited due to concerns for impact on neighbors.

Ms. Saporta further addressed the 4th Amendment language and the requirement of an inspection notice, noting they want this in the ordinance as they don't want the surprise knock on the door and would like a paper trail.

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Ms. Sarah Grew, Pike distributed a statement and proposed first draft ordinance to the Board.

Ms. Grew also referred to the greenhouse limitations and suggested the Board consider someone on a larger parcel with a greenhouse with permitted electrical as this really isn't a nuisance.

Supervisor Roen clarified that if it is a permitted accessory structure then it is not a greenhouse and it can have lights. There is also the opportunity for a variance for unique situations.

Ms. Grew further read her statement to the Board urging the Board not put this draft ordinance to the voters because it is flawed in many ways and if the citizens voted on this, any amendments to the measure cannot be changed unless it's taken up for another vote by the public. Ms. Grew also indicated that she does not support the ballot language as it does not give the voters enough understanding of the limitations set forth within the ordinance. Ms. Grew further encouraged the Board to review her draft of an ordinance.

Chair Adams indicated that he appreciates Ms. Grew's comments and his vote is not to shame the subject, to each is his own and live and let live. The question becomes how much is enough and how much is too much and he is just trying to find a balance to this. Chair Adams added that Yuba County is much more restrictive than we are, Plumas County is talking about a moratorium and Nevada County may vote to be more restrictive, so Sierra County is still the more liberal in the neighborhood if this is adopted.

Ms. Grew responded that those other counties are going to continue to deal with what they are dealing with and she doesn't believe the prohibition tactics will help their communities in the long run.

Mr. Featherman noted in the totality that the state or government is supposed to help people who are progressive and making money, everything thing that is stopping the Board from doing this is so minor.

The Director further referred to page 7, section F2 and the reference to Chapter 15.24 for a county variance, noting he would like to work with County Counsel on this as this procedure requires a noticed hearing and he believes they are looking for more of an administrative variance.

Chair Adams suggested leaving it the way it is and change Chapter 15.24 later.

The Board moved to adopt the resolution calling an election for, and authorizing the submission to the voters of, an ordinance amending chapter 8.01 of the Sierra County Code regarding restrictions on marijuana cultivation, and consolidating the election with the November 8, 2016 Statewide General Election as amended and directed the Clerk not to include the text of the measure in the voter information pamphlet but to make it available online and by request.

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ADOPTED as amended, Resolution No. 2016-081. Motion: Roen/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

The Board took the noon recess from 11:27 a.m. to 1:01 p.m. and reconvened with all members present.

- 7.B. Professional Services Agreement with Avalex, Inc. for professional engineering services associated with the proposed perimeter landfill gas probe installation and the passive landfill gas vent pilot study work at the Loyaltan Landfill.

The Board moved to approve the Professional Services Agreement with Avalex, Inc. for professional engineering services associated with the proposed perimeter landfill gas probe installation and the passive landfill gas vent pilot study work at the Loyaltan Landfill.

APPROVED, Agreement 2016-097. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

- 7.C. Presentation of bids and adoption of resolution awarding contract for the Jim Crow Road Bridge Rehabilitation Project (continued from meeting of July 19, 2016).

The Director of Transportation provided background, explaining the bid came in much higher than engineers estimate and as a result the allocation of funds that are funding this project are going to be delayed. The funds are secure as they are going to be. Worst case scenario is the funds won't be available until November 1st however they don't expect to draw these funds until around that time.

In response to Chair Adams' inquiry, the Director clarified worst case scenario if the funding doesn't come through there would be some damages; the County couldn't walk away from the contract and the project.

Mr. Bryan Davey, Transportation Planner explained that the award is \$1,179,000 and the actual program is \$675,000 and so long as the county presents actual costs they will pay them. There is sufficient funding in the current transportation bill it just hasn't gone through the process of allocating the TIP.

The Director added that any actual claim will be covered as they have the Caltrans E-76 letter.

Mr. Davey also explained that if the Board doesn't authorize the project and they don't go to construction now the County will be looking at an increased price in the project and the project would be postponed an additional year.

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Discussion ensued pertaining to the worst case scenario should the funding not come through.

In response to Chair Adams inquiry, Mr. Davey explained that if the Board does nothing they would have to cancel everything up to this point and go back out to bid which would increase the cost and push the project out a year.

Following further discussion the Board moved to adopt the resolution adoption of resolution awarding contract for the Jim Crow Road Bridge Rehabilitation Project.

ADOPTED, Resolution 2016-083 and **APPROVED**, Agreement 2016-098. Motion: Roen/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

- 7.F. Resolution declaring 3Com Phone System owned by Health and Human Services as surplus and authorizing disposal in accordance with County Code. (PUBLIC WORKS) (**Consent Item 11.I.**)

The IS Manager indicated that Nevada County would like to purchase this system and she is looking for the authority to sell with a minimum bid of \$200.

The Board moved to adopt the resolution declaring 3Com Phone System owned by Health and Human Services as surplus and authorizing disposal in accordance with County Code and authorized the IS Manager to sell the system with a minimum bid of \$200.00.

ADOPTED, Resolution 2016-082. Motion: Roen/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

- 7.E. Resolution of intent to utilize Title III funding in the total amount of \$15,707.93, \$14,306.00 remaining from allocations made under Resolution 2012-022, and \$1,401.03 from allocations made under Resolution 2016-010, to reimburse the Sierra County Public Works budget in the amount of \$9,160.90 and Sierra County Service Area 5 in the amount of \$6,547.03, for costs of support for work done in conjunction with the California Conservation Corps on Bear Valley Road which involves clearing/landscaping within the County right of way which is within 200 feet of most homes, and will "increase the protection of people and property from wildfires" and project adjacent national forest system lands. (Section 302)(a)(1) H.R.1424-145.

Following a brief introduction by the Director of Public Works, the Board moved to adopt the resolution of intent to utilize Title III funding in the total amount of \$15,707.93, \$14,306.00 remaining from allocations made under Resolution 2012-022, and \$1,401.03 from allocations made under Resolution 2016-010, to reimburse the Sierra County Public Works budget in the amount of \$9,160.90 and Sierra County Service Area 5 in the amount of \$6,547.03, for costs of support for work done in conjunction with the California Conservation Corps on Bear Valley Road which involves clearing/landscaping within the

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County right of way which is within 200 feet of most homes, and will "increase the protection of people and property from wildfires" and project adjacent national forest system lands. (Section 302)(a)(1) H.R.1424-145.

ADOPTED, Resolution 2016-084. Motion: Schlefstein/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

- 7.D. Agreement for professional services with Omni-Means, LTD. for construction management and materials testing for the Jim Crow Road Bridge Rehabilitation Project.

The Board moved to approve the agreement professional services with Omni-Means, LTD. for construction management and materials testing for the Jim Crow Road Bridge Rehabilitation Project.

APPROVED, Agreement 2016-099. Motion: Roen/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

8. PLANNING / BUILDING - Tim Beals

- 8.A. Discussion and update on a meeting with the City of Reno regarding a proposed development in Washoe County in a portion of Long Valley.

The Director of Planning provided background on the item and the letter previously submitted to the City of Reno directed at the last Board meeting, noting when he started talking to the City staff they realized they had failed to notify the adjacent property owners in California and requested continuing the item.

The Director further distributed a packet of material, noting he will be requesting authorization to send a letter to the City Planning Commission and City Council to delay any action on this project until the master plan update is complete.

The Director further reviewed in detail a map showing the City of Reno boundary and a map showing the proposed project and expressed concerns with the proposal of 10,000 potential lots and no indication of where they are getting the water or coordinating with the Sierra Valley Groundwater District, what the sewer capacity is going to be, and they haven't addressed the circulation of traffic, fire protection, or security/law enforcement particularly on the California side. The City of Reno is proposing an approval of master plan change at their meeting tomorrow without addressing any of these issues and the goal is to have this delayed so the County can participate in the discussions. This is a significant issue and has residents of Long Valley very concerned.

The Director continued to explain this has everything to do with public services and not whether the development is a good thing.

Following brief discussion, the Director indicated the most effective tool is a letter authorized by the Board of Supervisors and hand delivered to the Reno City Planning Commission at their meeting tomorrow and submitted in writing to the Reno City Council.

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The Director reiterated that staff is not opposing the project, rather they just want a place at the table.

Chair Adams questioned because of the impacts to the groundwater basin, whether there is a regional or state group we could get support from.

The Director indicated the Board could request support from both non-profits and governmental agencies.

Chair Adams further suggested sending an email to other state agencies informing them of this project.

The Board moved to authorize a letter to the Reno City Planning Commission and Reno City Council requesting a continuance and deferral of the project until the master plan is completed.

APPROVED. Motion: Huebner/Schlefstein/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

- 9.B. Discussion/direction regarding response to the 2015/2016 Sierra County Grand Jury Report. (CHAIR ADAMS)

Chair Adams introduced the item and suggested Supervisors Huebner and Roen work on a draft with the Director of Planning to address the fire issues.

Following brief discussion, this item was continued to the next meeting.

10. CLOSED SESSION

- 10.A. Closed session pursuant to Government Code Section 54957.6 to discuss labor negotiations.
- 10.B. Closed session pursuant to Government Code 54956.9(d)(2) - anticipated litigation - 2 cases.

The Board met in closed session from 2:02 p.m. to 2:34 p.m. County Counsel reported with respect to the two litigation discussions, the Board gave direction to staff on both items and with respect to labor negotiations the Board has directed having Margaret Long, Assistant County Counsel appointed as the County labor negotiator and she will start the process this Friday.

12. CORRESPONDENCE LOG

- 12.A. Letter from Kevin De Leon, President Pro Tempore regarding major efforts the California Legislature is taking to combat homelessness and to call attention to new programs that are targeted to assist counties implement these initiatives.

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12.B. Letter from the U.S. Department of the Interior Bureau of Reclamation regarding the Stampede Safety of Dams Modification Project.

ADJOURN

At 2:34 p.m., with no further business, Chair Adams adjourned the meeting.

LEE ADAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD