

**TRINITY COUNTY  
BOARD OF SUPERVISORS**  
Trinity County Library  
Conference Room  
351 Main Street  
Weaverville, CA

**MEETING AGENDA**

**April 2, 2024**

**Chairman**

**Supervisor Ric Leutwyler - District 1**

**Vice-Chairman**

**Supervisor Liam Gogan - District 3**

**Supervisor Jill Cox - District 2**

**Supervisor Heidi Carpenter-Harris - District 4**

**Supervisor Dan Frasier - District 5**

**Trent Tuthill - County Administrative Officer**

**Margaret E. Long - County Counsel**

**Ashley Piker - Deputy Clerk of the Board**

---

The Trinity County Board of Supervisors welcomes you to its meetings which are regularly scheduled for the first and third Tuesday of each month, unless altered to accommodate a holiday, starting at 9:00 a.m. at 351 Main Street, Weaverville, California.

This Board Agenda contains a brief, general description of each item to be considered. Supporting documentation is available online at [www.trinitycounty.org](http://www.trinitycounty.org), at the County Administrative Office located at 11 Court Street, Room 230, Weaverville, CA, during normal business hours, and in the Public Packet at the rear of the Board Chambers during the meeting.

If you would like to receive notification via email that the agenda has been posted, please send your request to [clerkoftheboard@trinitycounty.org](mailto:clerkoftheboard@trinitycounty.org).

Members of the public wishing to present documents to the Board of Supervisors during the meeting must submit ten (10) copies to the Deputy Clerk of the Board.

During the meeting the Trinity County Board of Supervisors may take action sitting as the Board of Supervisors and as the governing body of: The Trinity County Transportation Commission, the In-Home Supportive Services Authority, the Consolidated Transit Services Agency, the Trinity County Board of Equalization, the Trinity County Housing Authority and the Solid Waste Local Task Force.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the Deputy Board Clerk at the County Administrative Office three (3) full business days prior to the meeting at (530) 623-1382 or [clerkoftheboard@trinitycounty.org](mailto:clerkoftheboard@trinitycounty.org).

---

## **ZOOM INFORMATION**

Join Zoom Meeting

<https://zoom.us/j/5950072851?pwd=RHp6TDhNajNjMVJHZFJIRmhacmJjUT09>

Meeting ID: 595 007 2851

Passcode: 267684

Dial In:

1 (669) 900-6833

Phone Commands: \*6 Mute/Unmute; \*9 Raise Hand

If you need assistance with Zoom please go to this website:

<https://support.zoom.us/hc/en-us/articles/201362283-Testing-computer-or-device-audio>

Just a reminder that the chat feature is not the appropriate forum to ask questions or provide comments. This chat should only be used to notify us of technical issues. No response will be given in acknowledgement or otherwise via the Zoom chat.

Public Comment given via Zoom can only be done audibly (not via chat), and you must either "Raise Your Hand" or use the chat to request your turn.

**9:00 AM**

## **CALL MEETING TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS**

### **Clerk of the Board**

- 1.1** Receive an update from U.S. Forest Service representatives regarding matters of interest in Trinity County.

### **Planning and Zoning**

- 1.2** Receive a presentation from consultant group Mintier Harnish regarding the Housing Element Update.

**No impact to the General Fund.**

## **PUBLIC COMMENT**

*This time is for information from the public on matters not appearing on this agenda or within the Consent Calendar. All comments are limited to three minutes and must pertain to matters within the jurisdiction of this Board. When addressing the Board please state your name for the record and address the Board as a whole through the Chair. No action or discussion will be conducted on matters not listed on the agenda, however, the Chair may refer the subject matter to the appropriate department for follow-up or schedule the matter on a subsequent Board Agenda.*

## REPORTS/ANNOUNCEMENTS

- 2.1 I. Report from Department Heads
- II. Report from County Administrative Officer
- III. Reports from Members of the Board of Supervisors
- IV. Reports from Ad Hoc:
  - A. Cannabis Ordinance
  - b. Tribal Relations

## CONSENT CALENDAR

*These items include routine, non-controversial matters and will be acted upon by the Board by one, roll-call motion. If a member of the public has any questions or comments on an item on the consent calendar, they may provide them now. A member of the Board or Staff may request an item be pulled and considered separately.*

### **Behavioral Health Services**

- 3.1 Approve a budget adjustment for FY 23/24 for Substance Use Disorder - Dept. 4230 increasing Revenues by \$206,835 and increasing Services & Supplies by \$60,000.  
**No impact to the General Fund; current cash balance in Substance Use Disorder - Fund 177 is \$57,934.**

### **Clerk of the Board**

- 3.2 Authorize the Chair to sign a daily alcoholic beverage license to The Watershed and Training Center to serve alcoholic beverages at their mixer to be held at Veterans Memorial Hall at 109 Memorial Dr, Weaverville, CA 96093 on May 4, 2024.  
**No fiscal impact.**

### **General Services**

- 3.3 Approve amendment number 1 to the agreement with California Safety Company, increasing the maximum cost by \$508.04 per fiscal year; updating exhibit A & B updating service and agreements and updating compensation and fees to be paid; updating Paragraph G with paragraph 5 under indemnification to provide ,monitoring of fire alarm at 11 court street (Courthouse), and include a one time charge for replacement lease equipment, and an installation charge of \$5,763.37, including pro-rated monthly monitoring, increase in cost for services to be provided by \$92.74 for the remainder of FY 23/24.  
**One time install cost of \$5,763.37, and an ongoing annual increase of \$508.04 to the General Fund. Fiscal year 23/24, total cost to GF is \$7,198.07 and is currently within the General Services Division budget.**

### **Human Resources**

- 3.4 Approve the revised departmental allocation listing effective April 2, 2024.

**No fiscal impact.**

### **Sheriff**

**3.5** Approve amendment number 1 to the agreement with American Alarm, increasing the maximum cost by \$18,500 per fiscal year to provide annual inspections, maintenance, and do as needed repairs for the fire alarm and intercom at the new Jail facility.

**Up to \$20,000 per fiscal year from the Jail budget.**

**3.6** Approve amendment number 1 to the agreement with Morris Refrigeration, reducing the maximum cost by \$10,000 and adding per fiscal year, and updating exhibit B, to provide maintenance to the Trinity County Sheriff's Jail Kitchen.

**Not to exceed \$15,000 per fiscal year from the Sheriff's budget.**

**3.7** Approve a memorandum of understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to provide participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible, and ratify the Sheriff's signature.

**No fiscal impact.**

**3.8** Adopt a resolution which removes from the Sheriff's Office Capital Asset Inventory Listing: Asset ID , 12995, User Inmate Management System.

**No fiscal impact.**

### **Transportation**

**3.9** Approve agreement with Albina Asphalt to provide Asphaltic Emulsions Schedule I, for chip sealing and fog sealing roads.

**Based on department needs and the availability of each vendor, up to \$250,000 is anticipated to be delivered, in total, between both vendors for Schedule I.**

**3.10** Approve an agreement with Eagle Rock In. to provide Asphalt Concrete and Premix Schedule I to used for road repair and maintenance.

**Up to \$250,000 from Fund 105 - Road Maintenance and Rehab (RMRA).**

**3.11** Approve an agreement with Hunt & Sons, Inc. to provide Schedule III and IV Lubricants for the Department of Transportation (DOT), and authorize the Director of Transportation to sign any amendments to the agreement.

**Up to \$81,994.44 from Road funds.**

**3.12** Approve an agreement with Thomas R. Bess Inc to provide Asphalt Concrete and Premix Schedule II to use for road repair and maintenance.

**Up to \$164,822.50 - Fund 105 Road Maintenance and Rehab (RMRA).**

**3.13** Approve an agreement with Tullis, Inc. to provide Asphalt Concrete and Premix Schedule I to Tullis, Inc, for road repair and maintenance.

**Based on department needs and the availability of each vendor, no more than \$250,000 is anticipated to be delivered, in total, between both vendors for Schedule I.**

**3.14** Approve an agreement with VERO Broadband LLC, to VERO FIBER

NETWORKS, LLC for the sale of conduit along Lance Gulch Rd.

**Revenue in the amount of \$141,032.38 to Road Funds.**

**3.15** Approve an agreement with V.S.S. Emultech to provide Asphaltic Emulsions Schedule II for chip sealing and fog sealing roads.

**\$34,310 from 105 - Road Maintenance and Rehab (RMRA) fund.**

**3.16** Take the following actions regarding a 2017 storm damage repair Trinity Dam Blvd. PM 22.9, County Project No. 17-0411:

1. Adopt the plans and specification for the 2017 storm damage repair Trinity Dam Blvd. PM 22.9, County Project No. 17-0411.
2. Authorize the Director of Transportation to sign the Notice to Contractors;
3. Authorize the Department of Transportation to advertise for competitive bids;
4. Authorize the Director of Transportation to execute a construction contract with the lowest responsive bidder, provided the contract amount does not exceed available project funds; or reduce scope of work to stay within available funds; or to reject all bids; and authorize the Director of Transportation to approve all construction contract change orders up to 10% of the bid amount, provided the contract amount does not exceed available funds for the project.

**Construction cost is estimated to be \$280,000, of that ER funds will reimburse 88.53% of the total cost; and CalOES pays 75% of the remaining cost, leaving 2.87% to be paid with local county match funds from the RMRA Road fund.**

**3.17** Approve a budget adjustment for FY 23/24 Road Construction Reserves - Dept. 1770 Increasing Transfer Out by \$100,000; approve a budget adjustment for FY 23/24 Road Reserves - Dept. 1760 Increasing Transfers In and Transfer Out by \$250,000; and approve a budget adjustment for FY 23/24 for Public Works - Dept. 3000 increasing Transfer In by \$350,000 and Transfer Out by \$250,000.

**No impact to the General Fund; current cash balance in Road Construction Reserves - Fund 104 is \$303,522.78; in Road Reserves - Fund 103 is \$957,5853.98 and in Road Fund - Fund 102 is \$425,546.92**

### **Trinity County Transportation Commission**

**3.18** Approve the following appointment to the Social Services Transportation Advisory Council (SSTAC) as recommended by the Transportation Commission:

- Angela Berglund to the primary position of Social Service Provider for Disabled Individuals with Elizabeth Hamilton as an alternate for a term that expires December 31, 2026.

**No fiscal impact.**

## **COUNTY MATTERS**

*These items include non-routine, or controversial matters and are listed alphabetically by department. A member of the Board or Staff may request that an item be heard out of order.*

### **Clerk/Recorder/Assessor**

**4.1** Receive information from Trinity County elections official on the maps used during the March 2024 election.

### **Cannabis**

- 4.2** Introduce and waive the reading of an ordinance amending Trinity County Code Section 17.43.050 pertaining to Commercial Cannabis Cultivation Regulations.  
**No impact to the General Fund.**

### **County Administrative Office**

- 4.3** Discuss and receive board direction on the Overlay Zone concept for cannabis businesses and other potential business opportunities within Trinity County.  
**Unknown**

### **Human Resources**

- 4.4** Appoint Christine Gaffney as the Auditor Controller effective April 1, 2024 to serve the remainder of the term expiring end of December 2026.  
**Approximate cost in salary and benefits per month for the Auditor/Controller at A step is \$14,129.**

## **CLOSED SESSION**

- 5.1** Government Code Section 54954.5(e) - Public Employee Appointment: County Counsel.

## **ADJOURN**

**TRINITY COUNTY**  
Item Report

Meeting Date: 4/2/2024

Department:  
Clerk of the Board

Contact:

Phone:

Zoom Information

**Requested Action:**

Join Zoom Meeting

<https://zoom.us/j/5950072851?pwd=RHp6TDhNajNJMVJHZFJIRmhacmJjUT09>

Meeting ID: 595 007 2851

Passcode: 267684

Dial In:

1 (669) 900-6833

Phone Commands: \*6 Mute/Unmute; \*9 Raise Hand

If you need assistance with Zoom please go to this website:

<https://support.zoom.us/hc/en-us/articles/201362283-Testing-computer-or-device-audio>

Just a reminder that the chat feature is not the appropriate forum to ask questions or provide comments. This chat should only be used to notify us of technical issues. No response will be given in acknowledgement or otherwise via the Zoom chat.

Public Comment given via Zoom can only be done audibly (not via chat), and you must either "Raise Your Hand" or use the chat to request your turn.

**TRINITY COUNTY**  
Item Report 1.1

Meeting Date: 4/2/2024

Department:  
Clerk of the Board

Contact:  
Trent Tuthill

Phone:  
530-623-1382

1.1 Presentation: US Forest Service

**Requested Action:**

Receive an update from U.S. Forest Service representatives regarding matters of interest in Trinity County.



**TRINITY COUNTY**  
Item Report 1.2

Meeting Date: 4/2/2024

Department:  
Planning and Zoning

Contact:  
Ed Prestley

Phone:  
530-623-1351

1.2 Presentation: Housing Element Update

**Requested Action:**

Receive a presentation from consultant group Mintier Harnish regarding the Housing Element Update.

**Fiscal Impact:**

No impact to the General Fund.

**Departmental Recommendation:**

Receive a presentation from consultant group Mintier Harnish on the Housing Element Update.

**ATTACHMENTS:**

Description

Housing update presentation

# Housing Element Update

Board of Supervisors Study Session  
April 2, 2024

**mintierharnish**  
Planning Tomorrow Today<sup>®</sup>





# Presentation Overview

April 2, 2024 Page 11 of 490

mintierharnish  
Planning Tomorrow Today

# Meeting **TOPICS:**



Project Overview



Housing Element Basics



Community Engagement



Next Steps





# Project Overview

April 2, 2024 Page 13 of 490

**mintierharnish**  
Planning Tomorrow Today



# Update Process

# Project Schedule

- **Project Initiation** – March 2024
- **Housing Policy Analysis and Alternatives** – March/April 2024
  - Board of Supervisors Study Session
  - Virtual Workshop #1
  - Stakeholder interviews
- **Administrative Draft Housing Element** – June 2024
  - Virtual Workshop #2
  - Board of Supervisors Study Session
- **Public Review Draft Housing Element** – July/August 2024
  - 30-day public review period
  - Board of Supervisors Study Session
- **HCD Review** – September/November 2024
- **CEQA Compliance** – October/November 2024
- **Review and Adoption** – December 2024/January 2025
  - Planning Commission Hearing
  - Board of Supervisors Hearing



Schedule



# Housing Element Basics

April 2, 2024 Page 16 of 490

**mintierharnish**  
Planning Tomorrow Today



# What is a Housing Element?

- One of nine Elements in County's General Plan
  - Land Use
  - Circulation
  - Open Space and Conservation
  - Community Health
  - Public Facilities and Services
  - Economic Development
  - Safety
  - Noise
  - Housing
- Housing Element update on a 4-year schedule
- Schedule tied to the 5-year RTP update schedule
- Projected Budget: \$148,000



# What does a Housing Element do?

- Identifies current and future housing needs
- Identifies opportunities and barriers on housing production
- Establishes an action plan to meet these needs
- Updates County practices and regulations to reflect new State laws





## Relevant Legislation (partial)

- Affordable Housing Streamlined Approval Process: SB 35 (2017)
- Affirmatively Furthering Fair Housing: AB 686 (2017)
- No-Net-Loss Zoning: SB 166 (2017)
- By-Right Transitional and Permanent Supportive Housing: AB 2162 (2018), AB 101 (2019)
- Accessory Dwelling Units: AB 2299 (2016), SB 1069 (2016), AB 494 (2017), SB 229 (2019), SB 13 (2019), AB 670 (2019), AB 671 (2019)
- Density Bonus: AB 1763 (2019)
- Emergency and Transitional Housing Act of 2019: AB 139 (2019)

# What are the goals?

**Housing Element identifies strategies and programs that focus on:**

- Conserving and improving existing affordable housing
- Maximizing housing opportunities throughout the county
- Assisting in the provision of affordable housing
- Removing barriers to housing investment
- Promoting fair and equal housing opportunities



# Housing Elements Sections

## ■ Housing Needs Assessment

- Identifies current conditions and needs through 2028

## ■ Constraints Analysis

- Identifies non-governmental and governmental constraints to housing production
- Examples of constraints include:
  - Governmental: Restrictive development standards
  - Non-governmental: High cost of land and construction



# Housing Elements Sections

## ■ Housing Sites Inventory

- Inventory identifies sites proposed to meet County's housing needs
- Needs to address:
  - Housing for all income levels
  - Housing to meet the special housing needs (seniors, people with disabilities, female-headed households, extremely low-income households)

## ■ Policy Document: the Action Plan!

- Goals, policies, and programs to address housing needs and constraints



# Housing Elements Sections

- **Affirmatively Furthering Fair Housing (AFFH)** means “taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”
- **AFFH Seeks to:**
  - Combat housing discrimination
  - Eliminate racial bias
  - Undo historic patterns of segregation
  - Lift barriers that restrict access
  - Ultimately, foster inclusive communities and achieve racial equity, fair housing choice, and opportunity.





# Community Engagement

April 2, 2024 Page 24 of 490

mintierharnish  
Planning Tomorrow Today



# Engagement Events

- Board/ Planning Commission Study Sessions (3)
- Virtual Community Workshops (2)
- Stakeholder interviews (15)
- Planning Commission Hearing (1)
- Board of Supervisors Hearing (1)



Community Engagement

# Community Workshops

- Workshop 1: Housing Concerns and Needs
- Workshop 2: Fair Housing



Community Engagement

# Engagement Tools

- Newsletters
- Website
- Social media outreach
- Work with local groups
- Virtual Workshops
- Online survey
- Study Sessions / Hearings



# Public Education

- Website will host information and activities designed to inform and educate the community
  - What is required in a Housing Element?
  - What is RHNA?
  - Housing terms (e.g., density, housing units, missing middle housing)
  - Project schedule
  - Providing input on housing sites and policies/programs





# Next Steps

April 2, 2024 Page 29 of 490

**mintierharnish**  
Planning Tomorrow Today

## Next Steps – April 2024

- Data collection and assessment
- Review status of existing goals, policies, and programs
- Continue preparation of the Housing Needs Assessment and Constraints Analysis
- Facilitate stakeholder interviews
- Prepare virtual Community Workshop #1



Next Steps

**TRINITY COUNTY**  
Item Report 2.1

Meeting Date: 4/2/2024

Department:  
Clerk of the Board

Contact:

Phone:

2.1 Reports/Announcements

**Requested Action:**

- I. Report from Department Heads
- II. Report from County Administrative Officer
- III. Reports from Members of the Board of Supervisors
- IV. Reports from Ad Hocs:
  - A. Cannabis Ordinance
  - b. Tribal Relations

**TRINITY COUNTY**  
Item Report 3.1

Meeting Date: 4/2/2024

Department:  
Behavioral Health Services

Contact:  
Brian Marshall-Winks

Phone:  
530.623.1966

3.1 Budget Adjustment - Substance Use Disorder (Dept 4230)

**Requested Action:**

Approve a budget adjustment for FY 23/24 for Substance Use Disorder - Dept. 4230 increasing Revenues by \$206,835 and increasing Services & Supplies by \$60,000.

**Fiscal Impact:**

No impact to the General Fund; current cash balance in Substance Use Disorder - Fund 177 is \$57,934.

**Summary:**

Behavioral Health Services (BHS) requests a budget adjustment in Fund 177 to increase revenue and expenditure authority in FY 2023-24.

**Discussion:**

BHS requests a budget adjustment to increase revenue and expenditure authority in Fund 177, Substance Use Disorder Services.

We are requesting to increase revenue authority by \$4,800 in Account 6659 Miscellaneous Rent, by \$3,639 in Account 7733 Drug Medi-Cal Admin, and by \$109,153 in Account 7743 Drug Medical to reflect higher than anticipated revenue in FY 2023-24. We are also requesting to increase revenue authority by \$94,043 in Account 9268 Lawsuit Settlement to reflect revenue received from the California Opioid Settlement Fund.

BHS is requesting to increase expenditure authority in Fund 177 by \$24,500 in Account 2240 Memberships, by \$25,000 in Account 2750 Travel, and by \$10,500 in Training.

The difference between the requested increase in revenue authority and the requested increase in expenditure authority is \$146,835. These funds will be carried forward for expenditure in FY 2024-25.

**Alternatives Including Financial Implications:**

Deny this item and give direction to staff.

**ATTACHMENTS:**

Description



Budget Adjustment - 4230

# TRINITY COUNTY BUDGET ADJUSTMENT

3/8/2024

Department: BHS - Substance Use Disorder (SUD)

Number: 4230

**Justification for budget adjustment:**

Increase in Revenue and Increase in Expenditures to reflect current budget trends.

### Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
6659	Misc Rent	-	4,800	4,800
7733	Drug Medi-Cal Admin	-	3,639	3,639
7743	Drug Medi-Cal	100,684	209,837	109,153
9268	Lawsuit Settlement	-	94,043	94,043
				-
				-
				-
				-
				-
				-
<b>TOTAL REVENUE CHANGES</b>				<b>206,835</b>

### Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
2240	Memberships	500	25,000	24,500
2750	Travel	10,000	35,000	25,000
2756	Training	1,500	12,000	10,500
				-
				-
				-
				-
				-
				-
				-
				-
				-
<b>TOTAL EXPENDITURE CHANGES</b>				<b>60,000</b>

<b>Origin</b>		Senior Fiscal Analyst <small>Title</small>
<b>Auditor</b>	Auditor Review _____ Date Reviewed: <u>3</u> / <u>12</u> / <u>2024</u> REQUIRES BOARD ACTION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>CAO</b>	CAO Approval _____ Date: ____/____/____	
<b>BOS</b>	Approved by Board of Supervisors on: ____/____/____	

**TRINITY COUNTY**  
Item Report 3.2

Meeting Date: 4/2/2024

Department:  
Clerk of the Board

Contact:  
Trent Tuthill

Phone:  
530-623-1382

3.2 Daily ABC License: The Watershed Research & Training Center

**Requested Action:**

Authorize the Chair to sign a daily alcoholic beverage license to The Watershed and Training Center to serve alcoholic beverages at their mixer to be held at Veterans Memorial Hall at 109 Memorial Dr, Weaverville, CA 96093 on May 4, 2024.

**Fiscal Impact:**

No fiscal impact.

**ATTACHMENTS:**

Description  
Daily ABC License Watershed and Research  
Letter

**DAILY LICENSE APPLICATION**

Complete all applicable items. Submit this application to your local ABC district office with the required fee (cashier's check or money order) payable to ABC. Once the daily license is issued, fees cannot be refunded. Listing of ABC district office is available at <https://www.abc.ca.gov/contact/district-offices/>. Please visit <https://www.abc.ca.gov/abc-221-instructions/> for further instructions.

ABC USE ONLY		
License #	Receipt #	Fee \$
Conditions Requested <input type="checkbox"/> Yes <input type="checkbox"/> No		Diagram Requested <input type="checkbox"/> Yes <input type="checkbox"/> No
License Type <input type="checkbox"/> B & W <input type="checkbox"/> General <input type="checkbox"/> Special		

**SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION**

Organization Name The Watershed Research and Training Center	Tax ID 94-3116339
Organization Mailing Address P.O. Box 356 Hayfork, CA 96041	

**LICENSE TYPE**

<input checked="" type="checkbox"/> <b>Special Daily Beer and Wine (\$50.00)</b> <input type="checkbox"/> Amateur Sports Organization <input type="checkbox"/> Charitable <input type="checkbox"/> Civic <input type="checkbox"/> Cultural <input type="checkbox"/> Fraternal <input type="checkbox"/> Political <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Social <input type="checkbox"/> Other:	<input type="checkbox"/> <b>Daily General (\$75.00)</b> <input type="checkbox"/> Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure <input type="checkbox"/> Organization Formed for Specific Charitable or Civic Purpose <input type="checkbox"/> Fraternal Organization in Existence over Five Years with Regular Membership <input type="checkbox"/> Religious Organization <input type="checkbox"/> Vessel per Section 24045.10 B&P (\$50.00)	<input type="checkbox"/> <b>Special Temporary License (\$100.00)</b> <input type="checkbox"/> Television Station per Section 24045.2 or 24045.9 B&P <input type="checkbox"/> Non-profit Corporation per Section 24045.4 and 24045.6 B&P <input type="checkbox"/> Person Conducting Estate Wine Sale per Section 24045.8 B&P <input type="checkbox"/> Women's Educational and Charitable Organization per Section 24045.3 B&P <input type="checkbox"/> Other Special Temporary License Per Section: License #:                      Amount:
---	--	--

**SECTION 2. EVENT DETAILS**

Event Dates Saturday May 4th, 2024	Total # of Days 1	Hours of Alcoholic Beverage Sales, Service and/or Consumption 18:00 To 20:00	Virtual Event <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Mark Yes, if the event is 100% virtual</i>
Event Address (Street #, Name, and City) 109 Memorial Drive, Weaverville, CA 96093		Event Location Description (Jones Park, Pavilion A, etc.) Veterans Memorial Hall	Location Within the City Limit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Event Type <input type="checkbox"/> Barbeque <input type="checkbox"/> Dinner <input type="checkbox"/> Sporting Event <input type="checkbox"/> Birthday <input type="checkbox"/> Festival <input type="checkbox"/> Social Gathering <input type="checkbox"/> Concert <input type="checkbox"/> Lunch <input type="checkbox"/> Wedding <input type="checkbox"/> Carnival <input checked="" type="checkbox"/> Mixer <input type="checkbox"/> Other: <input type="checkbox"/> Dance <input type="checkbox"/> Picnic	Type of Entertainment Conversation, music playlist in background	Estimated Attendance 100	Security Guard If Yes, How Many <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
			Event Open to Public <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Outdoor Event <input type="checkbox"/> Yes* <i>*If Yes, a diagram of the event area is required</i> <input checked="" type="checkbox"/> No

**REQUIRED**

By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

**SECTION 3. CONTACT INFORMATION**

Contact Person Megan Killeen	Phone Number (530) 604-4101	Email Address megan@thewatershedcenter.com
---------------------------------	--------------------------------	---

**SECTION 4. SIGNATURES AND APPROVALS**

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name <b>Nick Goulette, Executive Director</b>	Phone Number (530) 628-4206	Signature <i>Nick Goulette</i>	Date Signed 3/27/24
Property Owner Approval By (Name) Required <b>Ric Leutwyler, Board Chair</b>	Phone Number (530) 623-8321	Signature	Date Signed
Law Enforcement Approval By (Name), If applicable Tim Saxon, Trinity County Sheriff <i>BRYAN LYND</i>	Phone Number (530) 623-2611	Signature <i>[Signature]</i>	Date Signed 3/20/2024
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the department if, in the opinion of the department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**



## The Watershed Research and Training Center

PO Box 356 Hayfork, CA 96041 (530) 628-4206

[www.thewatershedcenter.com](http://www.thewatershedcenter.com)

To the Trinity County Administrative Office:

The Watershed Research & Training Center is seeking county consent for a permit from the Alcohol Beverage Control office in Redding to serve beer at an upcoming event we are hosting. Following are details regarding the date, time, location and other important elements of the event for your consideration in issuing a license.

The Watershed Research and Training Center will be hosting a Northern California Regional Singletrack Summit in the Veterans Memorial Hall on Saturday, May 4th. Presentations will occur from 9:00 am - 3:00 pm, including topic-specific breakout sessions and panel discussions. An attendee-only social will be held from 6:00 pm to 8:00 pm. Beer will be available at this social, necessitating a one-day ABC license to legally serve libations.

The Singletrack Summit is designed to bring partner organizations together to better design, plan, and implement trail construction, specifically non-motorized multi-use trails. Presentations will be project- and organization-specific. The breakout sessions will consist of 10-20 attendees discussing finer details.

In the last two years, the Bureau of Economic Affairs valued outdoor recreation at roughly \$350 billion. This is more than the GDP value of oil and gas development in the United States. If we design, manage, and promote our trails effectively, we stand to attract a great number of visitors and outdoor enthusiasts to Trinity County.

Many local businesses (restaurants and lodges especially) have been striving toward bolstering our economy via recreation. The “Gold Digger” passport, spearheaded by LaGrange Classic Bike Race Director Ingra Smith, is but one example of this collaboration. Although we will not be using this Summit to raise funds, it is our hope that our partners can steer us to good sources of grant money and private foundation funds over the course of the weekend and beyond, while patronizing local businesses.

Local fundraising has been challenging. By reaching out to regional organizations completing similar trail work, we hope to ensure Trinity County has a new economic sphere to pursue and capitalize upon.

If you have specific questions about this event, please contact our Volunteer and Event Coordinator, Megan Killeen via phone (530) 604-4101 or email: [megan@thewatershedcenter.com](mailto:megan@thewatershedcenter.com).

Sincerely,

Nick Goulette  
Executive Director

**TRINITY COUNTY**  
Item Report 3.3

Meeting Date: 4/2/2024

Department:  
General Services

Contact:  
Trent Tuthill

Phone:  
(530) 623-1382

3.3 Amendment No. 1 - California Safety Company (01-349.1)

**Requested Action:**

Approve amendment number 1 to the agreement with California Safety Company, increasing the maximum cost by \$508.04 per fiscal year; updating exhibit A & B updating service and agreements and updating compensation and fees to be paid; updating Paragraph G with paragraph 5 under indemnification to provide ,monitoring of fire alarm at 11 court street (Courthouse), and include a one time charge for replacement lease equipment, and an installation charge of \$5,763.37, including pro-rated monthly monitoring, increase in cost for services to be provided by \$92.74 for the remainder of FY 23/24.

**Fiscal Impact:**

One time install cost of \$5,763.37, and an ongoing annual increase of \$508.04 to the General Fund. Fiscal year 23/24, total cost to GF is \$7,198.07 and is currently within the General Services Division budget.

**Summary:**

Since June of 2001, the County Courthouse has been in contract with California Safety Company for Fire Alarm maintenance and monitoring. Recently, the equipment for monitoring had failed and needed to be replaced, along with 15 addressable smoke alarms, as the current ones are discontinued. Also with the updated equipment, increases in monthly charges and testing have increased, and are outlined in Exhibit B. New terms are also applied, changing with the leased equipment at 3 years, and then year to year. The charges for the year are received at the beginning of each fiscal year, and paid in advance to cover the entire year. This includes this years' already paid fees, with a prorated amount for March-June, reflecting the new equipment monitoring cost, that will be billed separately after installation.

**Discussion:**

The original equipment was 23 years old, as were the fees. The agreement allowed for fee increases, however fees remained stagnant until this time. With new lease equipment and one time installation charge, comes new monitoring and testing charges.

**Alternatives Including Financial Implications:**

Deny the amendment and direct staff.

**Departmental Recommendation:**

It is the departments recommendation that the Board approves the amendment with California Safety Company to update all equipment, , update the addendum to current contract language, exhibits, and approve the new fees, reflecting the cost of current business expenses, and have continued Fire Alarm monitoring.

**ATTACHMENTS:**

Description

Agreement - California Safety Company 01-349

Amendment 01-349.1

Exhibits A & B

California Safety Replacement Quote

01-349

ADDENDUM TO ALARM SERVICE AGREEMENT

4/3/01

This is an addendum to the agreement dated 06/11/2001, by and between California Safety Company ("Contractor") and the County of Trinity ("County"), which is attached to this addendum.

WHEREAS, the parties desire to enter into an alarm service agreement as attached hereto; and

WHEREAS, the form of the agreement provided by contractor does not meet all requirements of the County's contracting policy;

NOW, THEREFORE, the parties agree that the alarm services agreement attached hereto is subject to the following provisions:

1. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$1341.96 per year, including direct non-salary expenses.

2. INSURANCE: The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. Contractor shall supply a certificate of insurance signed by the insurer evidencing such insurance to County prior to commencement of work.

3. WORKER'S COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract.

4. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

5. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.



6. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

7. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

8. TERMINATION:

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. This Contract shall automatically terminate upon abandonment or non-use of the building by the County.

9. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

10. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.

11. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.

12. INDEMNIFICATION: Contractor agrees to indemnify and hold County harmless from any and all liabilities which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Except as provided in paragraph "G" of the alarm service agreement.

13. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.

14. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

15. NOTICES: Notices shall be given to County at the following location:

TRINITY COUNTY GENERAL SERVICES  
 PO Box 2700  
 Weaverville, CA 96093-2700

Notices shall be given to Contractor at the following address:

CALIFORNIA SAFETY COMPANY  
 PO Box 990956  
 Redding, CA 96099

All of the above general provision in this Addendum shall supercede any provisions in the standard form alarm services agreement that is attached hereto.

Dated: 10/15/01

Dated: 10-25-01

COUNTY OF TRINITY

CALIFORNIA SAFETY COMPANY

By R. Berry Stewart  
 R. BERRY STEWART, CHAIRMAN  
 BOARD OF SUPERVISORS

By Christine Schwartz  
 Name: Christine Schwartz  
 Federal Tax I.D. #: 94-173-6618  
 Telephone No.: 530-243-2521

APPROVED AS TO FORM		
	Init.	Date
C.A.O.	<u>[Signature]</u>	<u>10-25-01</u>
REC. CLERK	<u>[Signature]</u>	<u>10-2-01</u>
AUD.	<u>[Signature]</u>	<u>10/15/01</u>

ALARM SERVICE AGREEMENT

2001-215B

This agreement made this 11th day of JUNE, 2001 by and between CALIFORNIA SAFETY COMPANY alarm license #ACO289, Contractor's license#266257 hereinafter called "CONTRACTOR" and TRINITY COUNTY COURTHOUSE hereinafter called "SUBSCRIBER", and executed at WEAVERVILLE, CA

WITNESSETH: that for the considerations and covenants hereinafter specified, the parties hereto, for themselves, their successors and assigns, mutually covenant and agree as follows:

A. Contractor agrees to either install, maintain, service, or monitor, an alarm system, as specified in the "schedule of coverage", in the premises of Subscriber, at 101 COURT STREET WEAVERVILLE, CA, and will, subject to the terms and conditions hereof, until termination of this agreement, maintain such system in good working order with the understanding that the entire system, including all devices and other materials associated herewith, is the personal property of Contractor, providing system is leased, but if system has been sold outright and is owned by Subscriber, all devices are the property of Subscriber, and maintenance or service of these devices is Subscribers responsibility. In any event, system is considered to be in good working order, unless notified otherwise by Subscriber.

B. Subscriber agrees to pay to Contractor, an installation and hookup charge of \$ N/A, payable upon completion of the installation or hookup, and to pay in addition, (if system is leased) a lease, maintenance and monitoring charge, per month, in advance, of \$ 99.33. If Subscriber purchases system, there will be a monthly monitoring charge of \$ N/A. Subscriber may purchase a leased system (after one year) for a balance of \$ N/A, at which time monthly monitoring charges would then revert to \$ N/A for the balance of the term of this agreement. If, for reasons beyond Contractor's control, portions of this installation must be performed by outside Contractors, installation charge shall be subject to revision.

C. The term of this agreement is five years from the date service is operative, if system is leased or monitored, and after the initial term shall automatically renew itself from year to year. At the end of the initial term, or any other term thereafter, it may be terminated by either party upon thirty days prior written notice. Contractor shall have the right to increase the monthly service charge provided for herein, at anytime after the expiration of each year, to cover increases in costs of furnishing the service provided for under this agreement. Failure to pay amounts when due shall give Contractor, in addition to any other remedies, the right to charge interest at the highest legal rate on delinquent amounts, and to cause the balance of the agreement to immediately become due and payable.

D. If this agreement is for a direct sale, service only, or monitoring only, references to lease and maintenance are not applicable, but does not void any other part of this agreement. Maintenance and service calls will be charged at the then current hourly rate, plus parts.

E. Installation or hookup will begin about N/A, and be completed about N/A, unless delayed for reasons beyond Contractor's control. FAILURE BY CONTRACTOR, WITHOUT LAWFUL EXCUSE, TO SUBSTANTIALLY COMMENCE WORK WITHIN (20) DAYS FROM THE APPROXIMATE DATE SPECIFIED IN THE AGREEMENT WHEN WORK WILL BEGIN IS A VIOLATION OF THE CONTRACTOR'S LICENSE LAW.

F. This agreement supersedes previous agreements, verbal or written, and any riders hereto, between the parties, and shall become effective on 6-11-01. SCHEDULE OF COVERAGE FOR A LEASED ALARM SYSTEM

Fire alarm system as originally installed, includes sensors as approved by Subscriber. Any additions to or changes in the alarm system required by ADA or the Fire Marshal will be at additional charge. Additional devices are recommended and available at additional charge. Alarm system is monitored at California Safety Company's UL Listed Central Station for Protective Signaling Services. It is Subscriber's responsibility to notify California Safety Company of any known or suspected malfunctioning equipment. Subscriber understands that phone lines are not always operable, so cellular backup is recommended. California Safety Company recommends that all exposed telephone lines be protected. Subscriber will walk test internal sensors daily.

Annual test of fire alarm system is charged at \$150.00 and includes testing selected fire alarm devices.

G. IT IS UNDERSTOOD THAT CONTRACTOR IS NOT AN INSURER, THAT INSURANCE IF ANY, SHALL BE OBTAINED BY SUBSCRIBER AND THAT THE AMOUNTS PAYABLE TO CONTRACTOR HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF SUBSCRIBER'S PROPERTY. CONTRACTOR MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF CONTRACTOR TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. SUBSCRIBER DOES NOT DESIRE THIS AGREEMENT TO PROVIDE FOR FULL LIABILITY OF CONTRACTOR AND AGREES THAT CONTRACTOR SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT AND IF CONTRACTOR SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO LIQUIDATED DAMAGES OF A SUM EQUAL TO TEN PERCENT OF THE ANNUAL SERVICE CHARGE OR \$250.00, WHICHEVER IS THE GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO A PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF CONTRACTOR, ITS AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST CONTRACTOR MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. IF SUBSCRIBER DESIRES CONTRACTOR TO ASSUME A GREATER LIABILITY, CONTRACTOR WILL AMEND THIS AGREEMENT TO ALLOW SUBSCRIBER TO PAY AN ADDITIONAL ANNUAL AMOUNT NECESSARY TO PURCHASE AN INSURANCE POLICY FOR SUCH GREATER LIABILITY. NO AMENDMENT SHALL BE EFFECTIVE UNLESS SIGNED BY SUBSCRIBER, CONTRACTOR AND INSURANCE CARRIER WHICH WILL BE INSURING THE ADDITIONAL LIABILITY. IN ANY EVENT, INSURANCE FOR PROPERTY AND LIFE SAFETY, FOR SUBSCRIBER OR ANY THIRD PARTY CLAIM WILL BE FURNISHED BY SUBSCRIBER. IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST CONTRACTOR FOR FAILURE OF ITS EQUIPMENT OR SERVICE RELATING TO THIS AGREEMENT, IN ANY WAY, SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD CONTRACTOR HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES. THE DEPARTMENT OR OTHER ORGANIZATION TO WHICH THE CONNECTION IS MADE MAY INVOKE THE PROVISIONS HEREOF AGAINST ANY CLAIMS BY SUBSCRIBER DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

SHOULD THERE ARISE A DISPUTE AS BETWEEN THE PARTIES OR THEIR AGENTS TO THIS AGREEMENT, THE PREVAILING PARTY WILL BE ENTITLED TO REASONABLE ATTORNEY FEES.

In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY, INCLUDING TERMS AND CONDITIONS ON REVERSE, AND THE ATTACHED NOTICE TO OWNER, AND UNDERSTAND THIS SYSTEM IS LEASED AND THAT IF THIS AGREEMENT IS FOR A RESIDENTIAL ALARM, I MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF THE THIRD BUSINESS DAY FROM THIS DATE, BY WRITTEN NOTIFICATION TO CONTRACTOR, EXCEPT THAT I MAY ELECT TO RELINQUISH THE RIGHT TO CANCEL, FOR EMERGENCY REASONS, WHICH WILL BE EXPLAINED ON ATTACHED DOCUMENT.

SUBSCRIBER HAS THE RIGHT TO REQUIRE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND WHICH WOULD BE AT SUBSCRIBER'S EXPENSE. SUBSCRIBER DOES NOT REQUIRE CONTRACTOR TO HAVE PERFORMANCE AND PAYMENT BOND.

CALIFORNIA SAFETY COMPANY, BOX 990956, REDDING, CALIFORNIA 96099-0956. BY Christina Schwart ACE43965 SUBSCRIBER R. Barry Stewart

Approved Christ Schwart ACE43965 License # April 2, 2024 Page 43 of 490 (Guarantor of Agreement) TITLE R.C.D. DATE 10-15-01

## TERMS AND CONDITIONS

1. Subscriber agrees to test ultrasonic, infrared, capacitance or other detection equipment prior to setting alarm system for closed periods, according to procedures prescribed by Contractor, and to notify Contractor promptly in the event that such equipment fails to respond to the test.
2. Subscriber agrees to use reasonable care in the handling of the system and notify Contractor promptly of any conditions requiring Contractor's attention. It is agreed by and between the parties hereto that whenever the system requires attention by Contractor, for repairs, maintenance, nonfunctioning, malfunctioning, or any cause whatsoever, Contractor shall have a period of (24) hours from the time of receiving notice from Subscriber of the need to service system, within which to dispatch a serviceman to the premises of Subscriber, but an attempt will be made to respond within a shorter time if possible.
3. Subscriber authorizes and empowers Contractor to install and maintain the aforesaid system in said premises and to inspect, test and repair the system, and further, to make any changes in, or alterations to the system if requested by Subscriber or made necessary by changes in Subscriber's premises, or equipment, after the original installation has been completed, at the expense of Subscriber, and the expense of all ordinary maintenance and repair of said system due to normal wear and tear shall be borne by Contractor, provided the system is leased, and the expense of any extraordinary maintenance and repair of said system due to alteration of Subscriber's premises, damage to such premises or to alarm system or for any cause beyond control of Contractor, shall be borne by Subscriber, as well as repairs for normal wear and tear on Subscriber owned system.
4. It is understood and agreed that Contractor may remove, or upon written notice to Subscriber, abandon said system, in whole or in part, including all devices, cabinets, conduits, foils, wires and other materials associated therewith, upon termination of this agreement by lapse of time, default in the payment of any moneys due hereunder, or otherwise, without any obligation to repair or redecorate any portion of Subscriber's premises upon removal of Contractor's system, and that the removal or abandonment of the system as aforesaid shall not be held to constitute a waiver of the right of Contractor to collect any charges which have accrued or may accrue hereunder. If account becomes delinquent, necessitating legal action, Subscriber agrees not to interpose a counterclaim in any action commenced by Contractor.
5. Subscriber agrees not to attempt modifications or additions to Contractor owned portion of the alarm system, or permit anyone else to do so, including removal of the system, without written permission from Contractor.
6. If premises is abandoned, sold, or rented to others, it is the responsibility of Subscriber to notify new owner, landlord or renter, that Contractor is the owner of the system (if leased). It is also the responsibility of Subscriber to notify Contractor thirty days prior to the close of escrow or of vacating of premises of the above circumstances, whether the system is leased or monitored (Subscriber owned).
7. This agreement may be terminated at the option of Contractor, at any time, in the event that Contractor is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between Subscriber's premises and the Central Office, or other place of connection, and Contractor shall not be liable for any damages or subject to any penalty as a result of such termination.
8. Subscriber agrees to pay any false alarm charges, taxes, fees, or charges relating to the installation or services provided under this agreement which are authorized or imposed by any governmental body or other organization, and to pay any increase in charges to Contractor for facilities required for transmission of signals under this agreement. Contractor is not responsible for police response or termination of same, due to false alarms, or any other reason.
9. In the event Contractor's agent is sent to Subscriber's premises in response to a service call or alarm signal caused by Subscriber improperly following operation instructions, or any reason, other than normal wear and tear of a leased alarm system, the call shall be subject to a service charge.
10. It is understood and agreed that Contractor's obligation relates to the maintenance solely of the specified alarm system, if leased, and that Contractor is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of the property, system, or any device belonging to Subscriber, or of others to which Contractor's said system is attached.
11. Contractor assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, power outages, acts of God, or any cause beyond control of Contractor, and will not be required to supply service to Subscriber while interruption of service due to any such cause shall continue.
12. This agreement is binding when signed by Subscriber or Subscriber's representative and is approved by Contractor and may be assigned by Contractor at any time. All terms and conditions of contract will still apply.
13. **IN EXECUTING THIS AGREEMENT, SUBSCRIBER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF CONTRACTOR AND AGREES ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF, APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING.**
14. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, or other modes of communication pass through communication networks entirely beyond the control of Contractor and therefore, Contractor shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center, or damages arising therefrom.
15. Subscriber authorizes Contractor to manually or electronically disconnect system, if runaway alarms are deemed to be a nuisance, or if Subscriber's agent is unable to respond to premises within thirty minutes. Subscriber agrees to hold Contractor harmless and indemnify for any loss or liability due to disconnecting system.
16. If Contractor holds premises keys, there will be a charge for holding such keys, and Subscriber gives authorization to enter and make repairs as needed. Service calls will be charged for non-emergency responses (or for any repairs beyond normal wear and tear) on leased systems, and for all calls on Subscriber owned systems.
17. During the installation or servicing of the alarm system, Contractor is responsible for damage to the premises caused by Contractor's installers and servicemen. This does not include servicemen not on Contractor's payroll, such as telephone company personnel, or other Contractor's personnel, nor does it include modifications such as holes required for wire runs, or any other modifications or remodeling necessary for the proper installation of the system.
18. Unless expressly included in the "SCHEDULE OF COVERAGE", all wiring shall be standard burglar and fire alarm wiring. Special wiring, such as plenum or shielded wire, must be requested in writing, prior to start of installation, and shall be installed at an additional charge.
19. **SUBSCRIBER UNDERSTANDS THAT THE TELEPHONE COMPANY SERVICE KNOWN AS "CALL WAITING" CAN AFFECT THE TRANSMISSION OF ALARM SIGNALS AND SUBSCRIBER MUST KEEP CONTRACTOR ADVISED IF SUBSCRIBER HAS OR DOES NOT HAVE THIS FEATURE, SO THAT CONTRACTOR MAY PROGRAM CONTROL PANEL ACCORDINGLY.**
20. **CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING THE CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA, 95826.**

**AMENDMENT NO. 01  
TO  
CALIFORNIA SAFETY COMPANY  
ADDENDUM TO ALARM SERVICE AGREEMENT  
NO. 01-349  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
CALIFORNIA SAFETY COMPANY**

WHEREAS, a Contract was entered into the 11<sup>th</sup> day of June, 2001 (“Contract”) by and between the COUNTY OF TRINITY (“County”), and California Safety Company (“Contractor”), to provide alarm monitoring services; and

WHEREAS, the Contract provides for a termination date of year to year; and

WHEREAS, the parties wish to:

1. Increase the maximum annual cost to the County for monitoring services, and add replacement and installation costs for new equipment.
2. Increase insurance, comprehensive auto liability coverage from \$300,000 to \$1,000,000.
3. Update Indemnification from paragraph G with paragraph 5 in the agreement, and outlined in exhibit A, services to be provided by the contractor.
4. Update Exhibit A to Exhibit A and B. separating the “Agreement terms and conditions” to Exhibit A and the “Compensation or fees to be paid to Contractor” as Exhibit B. The terms of the new leased equipment to include a new 3-year term, and thereafter, becoming “year to year” as auto renew with payment in advance of services. Replace leased system includes new leased fire alarm control panel and equipment that includes 15 addressable smoke detectors as the existing smoke detectors are discontinued, one addressable monitor module, and one 120V surge protection device with a one-time installation fee. Increase monthly monitoring and annual fire alarm inspection fees.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. 1. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$7,198.07 for Fiscal Year 23/24 which includes the cost of replacement equipment and new monthly monitoring fees as outlined in the exhibit B. Fiscal year 24/25 and ongoing until notice is provided, will not exceed the cost of \$1,850.00 per year, including direct non-salary expenses for monthly monitoring of leased equipment and annual fire test.
2. 2. INSURANCE: The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000. Said policies shall remain in full force through the life of this Contract and shall be payable on a per occurrence basis unless County specifically consents to a "claims made" basis. Contractor shall supply a certificate of insurance signed by the insurer evidencing such insurance to County prior to commencement of work.
3. 12. INDEMNIFICATION: Contractor agrees to indemnify and hold County harmless from any and all liabilities which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligence performance of this Contract, except as provided in paragraph "5" of Exhibit "A" – Services to be provided by Contractor.
4. Exhibit A – Original Alarm Service Agreement, "Paragraph C" Term of this Agreement is replaced with paragraph 2. of new Exhibit A. "Paragraph B" and "Paragraph F" is replaced with Exhibit B, Compensation or Fees to be paid to Contractor for installation of new leased equipment, monthly monitoring, and annual fire alarm inspection.

In all other respects, the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this 13<sup>th</sup> day of March, 2024.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Ric Leutwyler, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

Risk Management Approval

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

By: \_\_\_\_\_  
Laila Cassis, Director  
Human Resources/Risk Management

## EXHIBIT A

### SERVICES TO BE PROVIDED BY CONTRACTOR

1. Contractor shall lease, monitor, and service the fire alarm system as specified below and listed in the "Schedule of Coverage" in the premises of Subscriber at **Trinity County Courthouse, 11 Court Street, Weaverville, CA** and will, subject to the terms and conditions hereof, until termination of this agreement with the understanding that the system, including all devices and other materials associated herewith, are in the personal property of Contractor. System is considered to be in good working order unless notified otherwise by Subscriber.

#### **INSTALLATION SCHEDULE OF COVERAGE**

Installation consists upgrading the fire alarm control panel, upgrading 15 smoke detectors, adding a surge protector, adding a monitor module, tying in 8 existing pull stations and 11 horns, testing system, and instructing Subscriber. **All devices and all device locations are approved by Subscriber. Subscriber will be instructed in proper use and operation of the system.**

**IT IS SUBSCRIBER'S DUTY AND RESPONSIBILITY TO IMMEDIATELY NOTIFY CONTRACTOR OF ANY DEFECTIVE OR MALFUNCTIONING EQUIPMENT AND TO REQUEST SERVICE IF NEEDED.** Subscriber will periodically test alarm system devices to monitoring station, monthly tests are recommended.

**RECOMMENDATIONS:** Additional devices on all systems, such as and not limited to, added smoke and heat detectors, installation of a voice evacuation system, cellular communicator, a security system, a video surveillance system with video verification are recommended and available at additional charge. Subscriber declines these recommendations.

2. The **term of this agreement** is THREE YEARS from the date service is operative and after the initial term shall automatically renew itself from YEAR TO YEAR. At the end of the initial term or any term thereafter This agreement shall automatically renew year to year under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. Termination shall comply with local law. Periodically, Contractor has the right to raise the monthly fee and inspection fees with permission of Subscriber, not to exceed 10% per year.

3. **Installation or hookup** will begin about **March 13, 2024**, and be completed about **March 14, 2024**, unless delayed for reasons beyond Contractor's control. **FAILURE BY CONTRACTOR, WITHOUT LAWFUL EXCUSE, TO SUBSTANTIALLY COMMENCE WORK WITHIN (20) DAYS FROM THE APPROXIMATE DATE SPECIFIED IN THE AGREEMENT WHEN WORK WILL BEGIN IS A VIOLATION OF THE ALARM COMPANY ACT AND CONTRACTOR'S LICENSE LAW.**

4, **MONITORING SERVICES PROVIDED:** Upon receipt of a fire alarm signal from Subscriber's fire alarm system, CSC's Central Monitoring Station, or Monitoring Station, shall make every reasonable effort to notify Subscriber and the appropriate municipal fire



department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of CSC or its Monitoring Station and CSC does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of CSC and are not maintained by CSC, except CSC may own the radio network, and CSC shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Station or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24-hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish CSC with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List CSC will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with CSC'S notification obligation. All changes and revisions to the account information shall be supplied to CSC in writing. Subscriber authorizes CSC to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests CSC to reprogram system functions, remotely or on premises, Subscriber shall pay CSC the current hourly labor rate for such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA-72 and AHJ requirements which testing shall be at Subscriber's expense at CSC'S customary charges. CSC may, without prior notice, suspend or terminate its services in the event of Subscriber's default in performance of this agreement or in the event CSC's Monitoring Station's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms or runaway signals. CSC's Monitoring Station is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property.

**5. IT IS UNDERSTOOD THAT CONTRACTOR IS NOT AN INSURER, THAT INSURANCE IF ANY, SHALL BE OBTAINED BY SUBSCRIBER AND THAT THE AMOUNTS PAYABLE TO CONTRACTOR HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF SUBSCRIBER'S PROPERTY. CONTRACTOR MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX TH ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF CONTRACTOR TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. SUBSCRIBER DOES NOT DESIRE THE AGREEMENT TO PROVIDE FOR ALL LIABILITY OF CONTRACTOR AND AGREES THAT CONTRACTOR SHALL BE**

EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THERE FROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT AND IF CONTRACTOR SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO LIQUIDATED DAMAGES OF A SUM EQUAL TO TEN PERCENT OF THE ANNUAL SERVICE CHARGE OR \$250.00, WHICHEVER IS THE GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO A PERSON OR PROPERTY FROM THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF CONTRACTOR, ITS AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST CONTRACTOR MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. IF SUBSCRIBER DESIRES CONTRACTOR TO ASSUME A GREATER LIABILITY, CONTRACTOR WILL AMEND THIS AGREEMENT TO ALLOW SUBSCRIBER TO PAY AN ADDITIONAL ANNUAL AMOUNT NECESSARY TO PURCHASE AN INSURANCE POLICY FOR SUCH GREATER LIABILITY. NO AMENDMENT SHALL BE EFFECTIVE UNLESS SIGNED BY SUBSCRIBER, CONTRACTOR AND INSURANCE CARRIER WHICH WILL BE INSURING THE ADDITIONAL LIABILITY. IN ANY EVENT, INSURANCE FOR PROPERTY AND LIFE SAFETY, FOR SUBSCRIBER OR ANY THIRD-PARTY CLAIM WILL BE FURNISHED BY SUBSCRIBER. IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST CONTRACTOR FOR FAILURE OF ITS EQUIPMENT OR SERVICE RELATING TO THIS AGREEMENT, IN ANY WAY, SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD CONTRACTOR HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEY FEES.

6. SHOULD THERE ARISE A DISPUTE AS BETWEEN THE PARTIES OR THEIR AGENTS TO THIS AGREEMENT, THE PREVAILING PARTY WILL BE ENTITLED TO REASONABLE ATTORNEY FEES.

7. In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

8. **PROPOSITION 65 WARNING:** Equipment and packaging may contain chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

9. **INSPECTIONS:** Subscriber agrees to pay CSC for fire alarm inspections at time (CSC's then prevailing labor/travel rate), payable on completion of the inspection, for the term of this agreement for inspection service. CSC will make one inspection of the fire alarm system per year. Any additional inspections required by the AHJ will be charged at the then current hourly rate, which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Installation, Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. CSC will notify Subscriber approximately 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection

ensures only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which CSC has no responsibility or liability.

**10. NOTIFICATION OF NEED FOR SERVICE:** Subscriber agrees to use reasonable care in the handling of the system and notify Contractor promptly of any conditions requiring Contractor's attention. It is agreed by and between the parties hereto that whenever any system requires attention by Contractor, for repairs, service, non-functioning, malfunctioning, or any causes whatsoever, Contractor shall have a period of (48) hours from the time of receiving notice from Subscriber of the need to service system, weather or unforeseen circumstances permitting, within which to dispatch a serviceman to the premises of Subscriber, but an attempt will be made to respond within a shorter time if possible.

**11. AUTHORIZATION OF SERVICE:** Subscriber authorizes and empowers Contractor to install the aforesaid system in said premises and to inspect, test, service and repair system, and further, to make any changes in, or alterations to the system if requested by Subscriber or made necessary by changes in Subscriber's premises, or equipment, after the original installations have been completed, at the expense of Subscriber. The expense of all ordinary service and repair of said system due to normal wear and tear shall be borne by Contractor and the expense of any extraordinary service and repair of said system due to alteration of Subscriber's premises, damage to such premises or to alarm system or for any cause beyond control of Contractor, shall be borne by Subscriber. Service beyond normal wear and tear on the system is chargeable at time, material, and travel, at Contractor's then current hourly rate. Equipment may be repaired or replaced with new or reconditioned parts at CSC's discretion. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense,

Upon Subscriber's request, the fire alarm system or equipment installed in Subscriber's premises will be serviced between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays.

**12. DISCONTINUANCE OF SERVICE:** It is understood and agreed that Contractor may, without written notice to Subscriber, discontinue monitor services, remove, or abandon said system, in whole or in part, including all devices, cabinets, conduits, foils, wires, and other materials associated therewith, upon termination of this agreement by lapse of time, default in the payment of any moneys due hereunder, or otherwise, without any obligation to repair or redecorate any portion of Subscriber's premises upon removal of Contractor's system. Discontinuance of monitoring services or removal or abandonment of the system as aforesaid shall not be held to constitute a waiver of the right of Contractor to collect any charges which have accrued or may accrue hereunder, including removal or reprogramming fees. If accounts become delinquent, necessitating legal action, Subscriber agrees not to interpose a counterclaim in any action commenced by Contractor.

13. **MODIFICATIONS TO SYSTEM:** Subscriber agrees not to attempt modifications or additions to Contractor owned portion of the system, or permit anyone else to do so, including removal of the system, without written permission from Contractor.

14. **OWNERSHIP CHANGE:** If any premises are abandoned, sold or rented to others, it is the responsibility of Subscriber to notify new owner, landlord or renter that Contractor is the owner of the system (if leased). It is also the responsibility of Subscriber to notify Contractor thirty days prior to the close of escrow or of vacating of premises of the above circumstances, whether the system is leased or monitored (Subscriber owned).

15. **TERMINATION DUE TO LOSS OF CONNECTION:** This agreement may be terminated at the option of Contractor, at any time, in the event that Contractor is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between Subscriber's premises and the monitoring station, or other place of connection, and Contractor shall not be liable for any damages or subject to any penalty as a result of such termination.

16. **RESPONSE/FEEs:** Contractor is not responsible for police or sheriff response or termination of same, due to false alarms, or any other reason. Contractor is not responsible for any fees associated with false alarms, permits, or any other fees imposed by governmental agencies or any other organization.

17. **SERVICE CALLS:** In the event Contractor's agent is sent to Subscriber's premises in response to a service call or alarm signal caused by Subscriber improperly following operation instructions, or any reason, other than normal wear and tear of a leased system, the call shall be subject to a time/travel/materials service charge.

18. **SERVICE OBLIGATION:** It is understood and agreed that Contractor's obligation relates to the service solely of the specified alarm system, if leased, and that Contractor is in no way obligated to repair, service, replace, or operate, or assure the operation of the property, system, or any device belonging to Subscriber, or of others to which Contractor's said system is attached.

19. **DELAYS IN INSTALLATION:** Contractor assumes no liability for delays in installation of equipment, or for interruptions of service due to strikes, riots, floods, fires, power outages, acts of God, or any cause beyond control of Contractor, and will not be required to supply service to Subscriber while interruption of service due to any such cause shall continue.

**20. IN EXECUTING THIS AGREEMENT, SUBSCRIBER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF CONTRACTOR AND AGREES ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT, OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF, APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING.**

21. **LOSS OF SIGNAL TRANSMISSION:** Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, cellular or internet connection, or other modes of communications pass-through communication networks entirely beyond the control of Contractor and therefore, Contractor shall not be responsible for any

equipment failure which prevents transmission signals from reaching the monitoring station, or damages arising therefrom.

22. **DISCONNECTION:** Subscriber authorizes Contractor to manually or electronically disconnect any system, if runaway alarms are deemed to be a nuisance, or if Subscriber's agent is unable to respond to premises within thirty minutes. Subscriber agrees to hold Contractor harmless and indemnify for any loss or liability due to disconnecting any system.

23. **HOLDING KEYS:** If Contractor holds premises keys, there will be a charge for holding such keys, and Subscriber gives authorization to enter and make repairs as needed. Service calls will be charged for non-emergency responses, or for any repairs beyond normal wear and tear, on leased systems, and for all calls on Subscriber owned systems.

24. **DAMAGE:** During the installation or servicing of the alarm system, Contractor is responsible for damage to the premises caused by Contractor's installers and servicemen. This does not include servicemen not on Contractor's payroll, such as telephone company personnel, or other Contractor's personnel, nor does it included modifications such as holes required for wire runs, or any other modifications or remodeling necessary for the proper installation of the system.

25. **WIRING:** Unless expressly included in the "SCHEDULE OF COVERAGE", all wiring shall be standard burglar and fire alarm wiring. Special wiring, such as plenum or shielded wire, must be requested in writing, prior to start of installation, and shall be at additional charge.

26. **ALARM SIGNAL TRANSMISSION:** Subscriber understands that internet telephone, commonly known as "Voice Over IP" (VOIP), or digital telephone service may render the alarms unable to report signals to the monitoring station. Be aware that telephone companies may provide regular telephone service delivered over VOIP which may also cause the alarm system to report improperly or not at all. **THE TELEPHONE COMPANY MAY SWITCH YOUR SERVICE TO DIGITAL DELIVERY WITHOUT NOTIFYING YOU** thus it is necessary for Subscriber to frequently test the alarm system communicator to the monitoring station. Contractor is not responsible for transmission errors due to telephone service delivery. DSL can also cause alarm signals to transmit improperly. A DSL filter must be installed, at Subscriber's expense, for proper alarm signal transmission. Subscriber to notify Contractor of any changes in telephone service. Cellular transmission is recommended and available at additional charge.

27. **CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING THE CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826, OR VISIT THE WEBSITE AT [WWW.CSLB.CA.GOV](http://WWW.CSLB.CA.GOV)**

**28. AREA OF OPERATION:** Trinity County Courthouse fire/fire sprinkler monitoring system at the Courthouse.

**29. PERFORMANCE AND PAYMENT BOND: SUBSCRIBER HAS THE RIGHT TO REQUIRE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND WHICH WOULD BE AT SUBSCRIBER'S EXPENSE. SUBSCRIBER DOES NOT REQUIRE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.**

**30 ADDITIONS OF LOCATIONS / SINGULAR REFERENCES:** It is understood that this agreement could cover multiple systems. From time to time, County may desire to add additional systems to this agreement. Any additional systems, other than already listed on the Schedule of Coverage may be added by separate addendum. The additional systems will automatically become a part of this agreement. Any singular references in this agreement are acknowledged to apply to multiple systems.

**EXHIBIT B**

**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

**TRINITY COUNTY COURTHOUSE, 11 COURT STREET, WEAVERVILLE, CA**

Installation of Leased Equipment: \$5,763.37

Fire Alarm System Monthly Lease: \$125.00

Annual Fire Alarm Inspection \$350.00



# California Safety Company, Inc.

1410 ELMWOOD STREET \* P.O. BOX 990956, REDDING, CA 96099 \* PHONE (530) 243-2521 \* FAX (530) 245-1122

March 8, 2024

Mike Webster  
11 Court Street  
Weaverville, CA 96093

## **SUBJECT: FIRE ALARM REPAIRS FOR TRINITY COUNTY COURT HOUSE**

1. One fire alarm control panel with monitoring at California Safety's UL listed monitoring station in Redding, California.
2. Fifteen addressable smoke detectors (existing smoke detectors are discontinued.)
3. One addressable monitor module.
4. One 120V surge protection device.

The cost of the installation will be \$5,763.37.

The cost for monitoring is \$125.00 per month, under a three-year lease agreement. Annual fire alarm testing is required and will be completed at time & material.

### **Scope notes:**

- **California Safety to supply and install fire alarm devices.**
- **California Safety to program and test fire alarm, and provide documentation after job completion.**
- **Please note any additional damage caused by the electric surge will be repaired at time and material, pending approval.**

Please call if you have any questions.

Ruth Russell

**\*\*Please note: This estimate is valid for 60 days from proposal date.\*\***

Contractor's License #266257 C7/C10 Electrical  
Alarm License #ACO7695 | UL Listed Central Station #S5438  
DIR #1000050987



**TRINITY COUNTY**  
Item Report 3.4

Meeting Date: 4/2/2024

Department:  
Human Resources

Contact:  
Laila Cassis

Phone:  
530-623-1325

3.4 Annual Departmental Allocation Listing Approval

**Requested Action:**

Approve the revised departmental allocation listing effective April 2, 2024.

**Fiscal Impact:**

No fiscal impact.

**Summary:**

The allocation of positions listing is a complete list of all job classifications that are allocated to a department. A classification must be allocated within a department in order for the department to fill the position. The allocation of positions listing and the alphabetical listing of classifications are maintained by the Human Resources Department, and changes are made to them periodically throughout the year as different positions are needed and developed or removed.

The allocation list is used during budget development in the calculations to determine the amount of Workers' Compensation, General Liability, Cyber Liability, Crime & Bond and Medical Malpractice Insurance premium costs, and other post-employment benefit costs (OPEB) that are billed to each department. In order to develop the budget, an allocation list must be approved by the Board. Each department has reviewed and confirmed accuracy of the allocations as presented.

**Discussion:**

The allocation of positions listing presented and approved by the board during the March 19, 2024 open session was missing the department of Clerk/Recorder/Assessor. We have added the same number of positions they had approved last year to the listing. The only other change to this listing from the one approved on March 19 is the removal of the Environmental Compliance Specialist allocation from the Department of Transportation. This allocation should have been removed with the creation of the Natural Resources department but was inadvertently left on the list.

**Alternatives Including Financial Implications:**

Deny the request and advise staff. Not approving the allocation of positions listing effective April 2, 2024 would result in an incorrect listing being used in developing the upcoming budget.

**Departmental Recommendation:**

It is staff's recommendation that the Board of Supervisors approve the allocation of positions listing effective March 19, 2024.

**ATTACHMENTS:**

Description

Departmental Allocation Listing

**Department Allocation Listing  
By Department and Classification  
Approved by BOS April 2, 2024**

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
<b><i>Agricultural Commissioner/Sealer of Weights and Measures</i></b>			<b>3.3</b>
Agricultural Program Associate I	} 1		
Agricultural Program Associate II			
Agricultural Biologist I			
Agricultural Biologist II			
Agricultural Field Aide (Seasonal)	0.3		
Deputy Agricultural Commissioner/Sealer of Weights-Measures	1		
Agriculture Commnissioner/Sealer of Weights and Measures	1		
<hr/> <b><i>Auditor/Controller</i></b>			<b>6</b>
Accounting Technician I	} 4		
Accounting Technician II			
Accountant I			
Accountant II			
Accountant III			
Auditor/Controller	1		
Assistant Auditor/Controller-Accountant	1		

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
<b>Behavioral Health Services</b>			<b>44</b>

**Behavioral Health (Mental Health)**

**39**

Account Clerk I	}	3
Account Clerk II		
Accounting Technician I		
Accounting Technician II		
Accounting Technician, Senior		
Accounting Benefit Technician		
Accountant I		
Accountant II		
Accountant III		
Senior Fiscal Analyst		
Administrative Clerk I	}	6
Administrative Clerk II		
Administrative Clerk, Senior		
Administrative Coordinator I		
Administrative Coordinator II		
Behavioral Health Administrative Specialist (Maximum 3)		
Staff Services Analyst I	}	3
Staff Services Analyst II		
Administrative Services Officer		
Behavioral Health Deputy Director - Quality Assurance		1
Behavioral Health Deputy Director Clinical Services		1
Behavioral Health Triage Manager		1
Business Manager	}	1
Deputy Director Business Services		

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
Mental Health Services Act Coordinator I	}	1	
Mental Health Services Act Coordinator II			
Mental Health Services Act Coordinator III			
Behavioral Health Case Manager I	}	12	
Behavioral Health Case Manager II			
Housing Case Manager			
Mental Health Clinician I			
Mental Health Clinician II			
Mental Health Clinician III			
Director of Behavioral Health	1		
Peer Specialist	6		
Compliance Officer	1		
Transportation Aide	1		
Transportation Aide/Custodian	1		
<b>Alcohol and Other Drugs</b>		<b>5</b>	
Substance Use Disorders (SUD) Program Manager	1		
Substance Abuse Specialist I	}	4	
Substance Abuse Specialist II			
Substance Abuse Specialist III			

---



---

**Board of Supervisors**

**5**

Supervisor

5

---



---

**Child Support Services**

**0**

No allocated positions; all positions are employees of Humboldt County

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
<b>Clerk/Recorder/Assessor</b>			<b>7</b>
Clerk/Recorder/Assessor	1		
Deputy County Clerk/Recorder/Assessor	1		
Administrative Coordinator I	} 5		
Administrative Coordinator II			
Administrative Services Officer			
Assessment Technician I			
Assessment Technician II			
Appraiser I			
Appraiser II			
Chief Appraiser			
Program Manager			

<b>Community Development</b>			<b>28</b>
Director of Building & Planning	} 1		
Deputy Director of Community Development			
<b>Building</b>			<b>4</b>
Administrative Clerk I	} 1		
Administrative Clerk II			
Administrative Clerk, Senior			
Administrative Coordinator I			
Administrative Coordinator II			
Building Inspector I	} 1		
Building Inspector II			
Senior Building Inspector			
Building Official/Division Director		1	
Code Compliance Specialist I	} 1		
Code Compliance Specialist II			
Code Compliance Leadworker			

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
<b><i>Cannabis Division</i></b>		<b>13</b>	
Cannabis Division Director	1		
Assistant Planner	}	2	
Associate Planner			
Senior Planner			
Environmental Compliance Specialist I	}	3	
Environmental Compliance Specialist II			
Code Compliance Specialist I	}	2	
Code Compliance Specialist II			
Code Compliance Leadworker			
Administrative Clerk I	}	3	
Administrative Clerk II			
Administrative Coordinator I			
Administrative Coordinator II			
Administrative Services Officer			
Accounting Technician I	}	2	
Accounting Technician II			
Accounting Technician, Senior			
Accountant I			
Accountant II			

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
<b>Environmental Health</b>		<b>5</b>	
Environmental Health Divison Director	1		
Environmental Health Technician I	}	3	
Environmental Health Technician II			
Community Health Worker I			
Community Health Worker II			
Environmental Health Specialist I			
Environmental Health Specialist II			
Administrative Coordinator I	}	1	
Administrative Coordinator II			
<b>Planning</b>		<b>3</b>	
Administrative Clerk I	}	1	
Administrative Clerk II			
Administrative Clerk, Senior			
Administrative Coordinator I			
Administrative Coordinator II			
Administrative Services Officer			
Assistant Planner	}	2	
Associate Planner			
Senior Planner			
<b>Natural Resources</b>		<b>2</b>	
Environmental Compliance Specialist I	}	2	
Environmental Compliance Specialist II			
<b>Cooperative Extension 4-H</b>			<b>0.5</b>
Administrative Clerk I	}	0.5	
Administrative Clerk II			
Administrative Clerk, Senior			



	<u>FTE</u>	<u>Division</u>	<u>Dept.</u>
		<u>Total FTE</u>	<u>Total FTE</u>
<b>County Administrative Office</b>			<b>45.45</b>

**Administration**

4.5

Administrative Clerk I - NR	}	2.5
Administrative Clerk II- NR		
Administrative Coordinator I - NR		
Administrative Coordinator II - NR		
Accounting Technician I - NR		
Accounting Technician II - NR		
Accounting Technician Sr - NR		
Accountant I - NR		
Accountant II - NR		
Administrative Services Officer		
Business Manager		

County Administrative Officer	1
-------------------------------	---

Senior Financial Analyst	1
--------------------------	---

**General Services**

8.2

Account Clerk I	}	1
Account Clerk II		
Accounting Technician I		
Accounting Technician II		
Accounting Technician, Senior		
Accountant I		
Accountant II		
Accountant III		
Administrative Services Officer		

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
Custodian	}		
Maintenance Worker/Custodian			
Buildings & Grounds Maintenance Worker I			
Buildings & Grounds Maintenance Worker II			
Buildings & Grounds Lead Worker (Maximum 1)			
Facilities Operation Supervisor			
Facilities Operation Superintendent			
Vehicle Abatement Officer	0.2		
<b>Library</b>		<b>2.75</b>	
Library Assistant I	}		
Library Assistant II			
Library Assistant III			
County Librarian	1		
<b>Solid Waste</b>		<b>30</b>	
Deputy Director of Solid Waste	1		
Account Clerk I	}		
Account Clerk II			
Accounting Technician I			
Accounting Technician II			
Accounting Technician, Senior			
Accountant I			
Accountant II			
Accountant III			
Administrative Clerk I	}		
Administrative Clerk II			
Administrative Clerk, Senior			
Administrative Coordinator I			
Administrative Coordinator II			
Administrative Services Officer			

	<u>FTE</u>	<u>Division</u>	<u>Dept.</u>
		<u>Total FTE</u>	<u>Total FTE</u>
Gate Attendant I	}		
Gate Attendant II			
Solid Waste Analyst			
Solid Waste Technician I			
Solid Waste Technician II			
Solid Waste Technician III			
Solid Waste Equipment Operator Driver I			
Solid Waste Equipment Operator Driver II			
Solid Waste Equipment Operator Driver III			
	24		

---

***District Attorney/Public Administrator***

**14**

Accounting Technician I	}		
Accounting Technician II			
Accounting Technician, Senior			
Administrative Services Officer			
	1		
Business Manager			1
Deputy District Attorney I	}		
Deputy District Attorney II			
Deputy District Attorney III			
Deputy District Attorney IV			
	3		
District Attorney/Public Administrator			1
District Attorney Investigator I	}		
District Attorney Investigator II			
	1		

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
Administrative Clerk I	}	4	
Administrative Clerk II			
Administrative Clerk, Senior			
Legal Secretary I			
Legal Secretary II			
Legal Secretary III			
Legal Secretary, Senior (Maximum 1)			
Victim Witness Coordinator	1		
Victim Witness Advocate I	}	2	
Victim Witness Advocate II			

---

**Health and Human Services**

**97**

**Emergency Services**

**1**

Emergency Operations Manager

1

**Housing**

**1**

Housing Case Manager

1

**Human Services - Admin**

**41**

Account Clerk I - MSS

Account Clerk II - MSS

Account Clerk III - MSS

Accounting Technician - MSS

Accountant I - MSS

Accountant II - MSS

5

Chief Fiscal Officer - MSS

Supervising Accountant - MSS

2

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
Office Assistant I - MSS	}	10	
Office Assistant II - MSS			
Office Assistant III - MSS			
Secretary I - MSS			
Secretary II - MSS			
Custodian/Office Maintenance Worker - MSS	2		
Branch Director (Human Services, Admin)	2		
Deputy Director Health and Human Services	1		
H&HS Director/Public Guardian/OES Director	1		
Human Services Program Manager I/II - MSS	4		
Staff Services Analyst I - MSS	}	9	
Staff Services Analyst II - MSS			
Staff Services Analyst III - MSS			
Supervising Staff Services Analyst - MSS	}	5	
Staff Services Manager - MSS			
<b>Human Services - Program</b>		39	
Eligibility Specialist Trainee - MSS	}	12	
Eligibility Specialist I - MSS			
Eligibility Specialist II - MSS			
Eligibility Specialist III - MSS (Maximum 4)			
Eligibility Specialist Supervisor - MSS	2		
Employment and Training Worker I - MSS	}	4	
Employment and Training Worker II - MSS			
Employment and Training Worker III - MSS			

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
Employment and Training Supervisor - MSS	1		
Integrated Case Worker II - MSS	1		
Integrated Case Worker III - MSS			
Social Services Aide - MSS	4		
Social Worker I - MSS	12		
Social Worker II - MSS			
Social Worker III - MSS			
Social Worker IV (masters) - MSS			
Social Worker Supervisor I - MSS	3		
Social Worker Supervisor II (masters) - MSS			
<b>Public Health</b>		<b>14</b>	
Health Education Specialist I	5		
Health Education Specialist II			
Community Health Worker I			
Community Health Worker II			
Public Health Analyst I	1		
Public Health Analyst II			
Public Health Nurse I	3		
Public Health Nurse II			
Public Health Nurse III			
Community Health Nurse I			
Community Health Nurse II			
Community Health Nurse III			
Public Health Nursing Supervisor			
Branch Director (Public Health)	1		

		<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
Health Program Coordinator I	}	3		
Health Program Coordinator II				
Health Program Coordinator III				
Health Services Program Manager I		1		
<b>Veterans Services</b>			<b>1</b>	
Veterans Services Officer		1		

---



---

**Human Resources/Risk Management**

**4.5**

Human Resources Director/Risk Manager		1		
<b>Human Resources</b>			<b>2.5</b>	
Administrative Coordinator I	}	2.5		
Administrative Coordinator II				
Human Resources Technician				
Human Resources Analyst I				
Human Resources Analyst II				
Accounting Benefits Technician				
<b>Risk Management</b>			<b>1</b>	
Risk Management Technician I	}	1		
Risk Management Technician II				
Risk and Loss Prevention Manager				

---



---

**Information & Technology**

**4**

Information Systems Specialist I	}	2		
Information Systems Specialist II				
Information Systems Specialist III				
Information Systems Specialist, Senior				
Network Administrator		1		
Chief Information and Social Media Officer		1		

		<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
<b>Probation</b>				<b>16</b>
Chief Probation Officer/Collections		1		
Deputy Chief/Assistant Chief Probation Officer	}	2		
Deputy Chief Probation Officer				
Deputy Probation Officer I	}	8		
Deputy Probation Officer II				
Deputy Probation Officer III				
Probation Assistant				
Senior Financial Officer	}	1		
Business Manager				
Administrative Services Officer				
Administrative Clerk I	}	1		
Administrative Clerk II				
Administrative Coordinator I				
Administrative Coordinator II				
Program Facilitator I	}	2		
Program Facilitator II				
Probation Corrections Counselor , Senior		1		

<b>Sheriff/Coroner</b>				<b>60</b>
<b>Animal Control</b>			<b>4</b>	
Animal Care Attendant		2		
Animal Control Officer	}	2		
Animal Control Officer/Shelter Supervisor				



	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
<b>Jail</b>		<b>24</b>	
Correctional Deputy Sheriff/Dispatcher I	}	23	
Correctional Deputy Sheriff/Dispatcher II			
Correctional Deputy Sheriff/Dispatcher III			
Jail Commander	1		
<b>Lake Patrol (grant program)</b>		<b>1</b>	
Deputy Sheriff I	}	1	
Deputy Sheriff II			
Deputy Sheriff III			
Sheriff Sergeant (Maximum 0.42)			
<b>Sheriff</b>		<b>31</b>	
Business Manager	1		
Account Clerk I	}	1	
Account Clerk II			
Sheriff Records Technician I	}	3	
Sheriff Records Technician II			
Sheriff Records Technician III (Maximum 1)			
Administrative Services Officer	1		
Administrative Coordinator I	}	1	
Administrative Coordinator II			
Deputy Sheriff I	}	21	
Deputy Sheriff II			
Deputy Sheriff III (Maximum 7)			
Sheriff Sergeant (Maximum 3.58)			

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
Evidence Technician I	}	1	
Evidence Technician II			
Evidence Technician III			
Property Room Technician			
Sheriff	1		
Undersheriff	1		

---

**Transportation, Department of**

**48**

**Transportation/Roads**

**43**

Administrative Clerk I	}	1	
Administrative Clerk II			
Administrative Clerk ,Senior			
Administrative Coordinator I			
Administrative Coordinator II			
Administrative Services Officer			
Accounting Technician I	}	3	
Accounting Technician II			
Accounting Technician, Senior			
Accountant I			
Accountant II			
Accountant III			
Business Manager			
Senior Financial Analyst			
Engineering Aide I	}	3	
Engineering Aide II			
Engineering Technician I			
Engineering Technician II			
Equipment Shop Foreman	1		

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
Assistant Engineer I	}	4	
Assistant Engineer II			
Associate Engineer I			
Associate Engineer II			
Engineer, Senior (Maximum 1)			
Principal Civil Engineer			
Mechanic I	}	3	
Mechanic II			
Mechanic III			
Lead Mechanic (Maximum 1)			
Road Maintenance Foreman - Comb Crews		2	
Road Maintenance Worker I	}	20	
Road Maintenance Worker II			
Road Maintenance Worker III			
Road Maintenance Worker, Lead (Maximum 4)			
Road Superintendent		1	
Parts & Service Technician I	}	1	
Parts & Service Technician II (Maximum 1)			
Transportation Planning Technician I	}	2	
Transportation Planning Technician II			
Transportation Planner I			
Transportation Planner II			
Transportation Planner, Senior			
Deputy Director of Transportation (P.E)		1	
Director of Transportation		1	

	<u>FTE</u>	<u>Division</u> <u>Total FTE</u>	<u>Dept.</u> <u>Total FTE</u>
<b>Transit</b>		<b>5</b>	
Transit Driver	4		
Transit Coordinator	1		

---



---

**Treasurer/Tax Collector**

**5**

Account Clerk I	}	4
Account Clerk II		
Accounting Technician I		
Accounting Technician II		
Accounting Technician, Senior (Maximum 1)		
Accountant I		
Accountant II		
Accountant III		
Program Manager	}	1
Assistant Treasurer/Tax Collector		
Treasurer/Tax Collector		1

---



---

**Unclassified Positions/Project Specialist**

Correctional Officer Cadet	P742
Planning Commissioner	P810
Project Specialist I*	\$16.00
Project Specialist II*	\$16.00-\$29.75
Project Specialist III*	\$30.00-\$50.00 +
Reserve Deputy - Level I	P743
Reserve Deputy - Level II	P741
Reserve Deputy - Level III	P730

\*per project as approved by the Board of Supervisors

**TRINITY COUNTY**  
Item Report 3.5

Meeting Date: 4/2/2024

Department:  
Sheriff

Contact:  
Tim Saxon

Phone:  
(530)623-3740

3.5 Amendment: American Alarm (24-035.1)

**Requested Action:**

Approve amendment number 1 to the agreement with American Alarm, increasing the maximum cost by \$18,500 per fiscal year to provide annual inspections, maintenance, and do as needed repairs for the fire alarm and intercom at the new Jail facility.

**Fiscal Impact:**

Up to \$20,000 per fiscal year from the Jail budget.

**Summary:**

The Trinity County Sheriff's Office is needing to have repairs done at the new Jail facility. American Alarm is the company that was contracted to service the fire alarm and intercom at the new Jail facility, for annual inspections, maintenance, and do repairs on an as needed basis.

American Alarm was contracted during construction and remains in place until the Sheriff's Office enters into a contract. A bid summary was put out to local alarm companies in the northern California area and we found that American Alarm is the only company we could find that services this type of system. We believe it would be in the best interest of the county to continue to have this system serviced by American Alarm.

**Alternatives Including Financial Implications:**

Deny the amendment and advise staff.

**Departmental Recommendation:**

It is the staff's recommendation that the Board approve amendment number 1 to the agreement with American Alarm, increasing the max cost by \$18,500.00 per fiscal year to provide annual inspections, maintenance, and do as needed repairs for the fire alarm and intercom at the new Jail facility.

**ATTACHMENTS:**

Description  
Agreement  
Amendment 1

STANDARD FORM PERSONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
American Alarm

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 1<sup>st</sup> day of March 2024, by and between the COUNTY OF TRINITY, a political subdivision of the State of California ("County"), and American Alarm ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: Annual inspection and maintenance of the fire alarm and intercom, and repair or replacement on an as needed basis; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit A.
- II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
  - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
  - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- III. COUNTY FURNISHED SERVICES: The County agrees to:
  - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

- B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.
- C. Make available all pertinent data and records for review.
- IV. TERM OF CONTRACT: This Contract shall commence on March 1, 2024 and shall terminate on June 30, 2024, and shall then commence July 1, 2024 – June 30, 2026, unless sooner terminated in accordance with the terms hereunder. The term of this agreement shall be automatically renewed for successive periods of 2 years each thereafter unless either party gives written notice of termination to the other at least 30 days prior to the termination of the initial term or a successive renewal term.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than as mutually agreed upon between parties. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$1,500.00 per fiscal year, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

- IX. INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County  
PO Box 1228  
Weaverville, CA 96093

- B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:



Trinity County  
PO Box 1228  
Weaverville, CA 96093

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- X. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County

Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

- XI. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.
- XII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XIII. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XV. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XVI. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XVII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

XVIII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XIX. TERMINATION:

A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.

B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.

C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.

XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and

employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

- XXI. **AMENDMENT:** This Contract may be amended or modified only by written agreement of both parties.
- XXII. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXIII. **WAIVER:** No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV. **SEVERABILITY:** If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXV. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XXVI. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII. **EXHIBITS:** All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be Paid to Contractor

- XXVIII. **DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

XXIX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract.

XXX. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXXI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

Trinity County Sheriff's Office  
101 Memorial Drive / PO Box 1228  
Weaverville, CA 96093  
(530)623-3740

If to Contractor:


American Alarm  
1671 Vineyard Drive  
Antioch, CA 94509  
(925)779-1121

[signature page to follow]

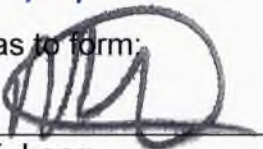
IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By:   
\_\_\_\_\_  
Ric Leutwyler, Chairman  
Trinity County Board of Supervisors  
Date: 3/5/2024

By: Brittany D. Lebon  
\_\_\_\_\_  
Name: Brittany Lebon  
Title.: Office Manager  
Date: 3/1/2024

Approved as to form:  
  
By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

Risk Management Approval  
By: Laila H Cassis  
\_\_\_\_\_  
Laila Cassis, HR Director  
Human Resources/Risk Management

**EXHIBIT A**

**SERVICES TO BE PROVIDED BY CONTRACTOR**

Annual inspection and maintenance of the fire alarm and intercom, and repair or replacement on an as needed basis.

## EXHIBIT B



1671 Vineyard Drive, Antioch, CA 94509  
Off: 925-779-1121 Fax: 925-779-1131

# STANDARD RATES FOR SERVICE CALLS, SERVICE CONTRACTS, AND T&M WORK

Business Hours	Type of Service	Hourly Labor Rates				
		Field Tech.	Senior Tech.	System Engineer	Shop Labor	Software Program
6:00 am - 6:00 pm	Normal	\$205.00	\$225.00	\$250.00	\$100.00	\$300.00
6:01 pm - 12:00 am	Premium	\$275.00	\$325.00	\$350.00		\$400.00
12:01 am - 5:59 am	Emergency	\$375.00	\$400.00	\$450.00		\$450.00
Weekends/Holidays	Emergency	\$375.00	\$400.00	\$450.00		\$450.00
Travel Time	Travel	\$125.00	\$125.00	\$125.00		\$125.00
Per Diem	Meals and Lodging	\$175.00 per Day	\$175.00 per Day	\$175.00 per Day		\$175.00 per Day

All service calls by Technicians shall include a two (2) hour minimum and a \$125.00 minimum travel charge. For Engineer and Programmer service calls, all time charged shall be portal to portal. All materials shall be priced at list plus ten percent (10%) plus applicable sales tax and freight. Freight will be prepaid and added. All other expenses including airfare and car rental shall be charged at actual cost plus twenty-five percent (25%).

**EXCEPT FOR EMERGENCIES, A PURCHASE ORDER NUMBER OR SERVICE AGREEMENT IS REQUIRED BEFORE RESPONDING TO THE CALL. DISPATCHING A TECHNICIAN FOR EMERGENCY SERVICE AUTHORIZES SERVICE CHARGES.**

### **SERVICE/MAINTENANCE CONTRACTS**

Yearly service and maintenance contracts are available. Contact the Service Manager for a quotation.

**A PURCHASE ORDER IS REQUIRED FOR ALL SERVICE/MAINTENANCE CONTRACTS AND SHOP WORK.**

The above rates are effective beginning July 1, 2021

**California State Contractor's License #784158**



AMENDMENT NO. 1  
TO  
STANDARD FORM PERSONAL SERVICES CONTRACT  
(NO. 24-035 SO)  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
American Alarm

WHEREAS, a Contract was entered into the 1<sup>st</sup> day of March, 2024 (“Contract”) by and between the COUNTY OF TRINITY (“County”), and American Alarm (“Contractor”), to provide annual inspection and maintenance of the fire alarm and intercom, and repair or replacement on an as needed basis; and

WHEREAS, the Contract provides for a termination date of June 30, 2026; and

WHEREAS, the parties wish to:

1. Increase Maximum Cost to County.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Section VII of the agreement with American Alarm is hereby amended to read as follows: Maximum Cost to County: Notwithstanding any other provision of this agreement, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$20,000.00 per fiscal year, including direct non-salary expenses.

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this 2<sup>nd</sup> day of April, 2024.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Ric Leutwyler, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

Risk Management Approval

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

By: \_\_\_\_\_  
Laila Cassis, Director  
Human Resources/Risk Management

**TRINITY COUNTY**  
Item Report 3.6

Meeting Date: 4/2/2024

Department:  
Sheriff

Contact:  
Tim Saxon

Phone:  
(530)623-3740

3.6 Amendment 1: Morris Refrigeration (20-169)

**Requested Action:**

Approve amendment number 1 to the agreement with Morris Refrigeration, reducing the maximum cost by \$10,000 and adding per fiscal year, and updating exhibit B, to provide maintenance to the Trinity County Sheriff's Jail Kitchen.

**Fiscal Impact:**

Not to exceed \$15,000 per fiscal year from the Sheriff's budget.

**Summary:**

The Sheriff's Office has utilized the services of Morris Refrigeration since 2012 for kitchen repairs and maintenance and would like to continue to utilize the services of a local shop.

**Alternatives Including Financial Implications:**

Deny the amendment and advise staff.

**Departmental Recommendation:**

It is the staffs recommendation that the Board approve amendment number 1 to the agreement with Morris Refrigeration, reducing the max cost by \$10,000.00 and adding per fiscal year, and updating exhibit B, to provide maintenance to the Trinity County Sheriff's Jail Kitchen.

**ATTACHMENTS:**

Description  
Agreement  
Amendment  
Exhibit B

**STANDARD FORM PERSONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
Morris Refrigeration**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 1<sup>st</sup> day of October 2020, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **Morris Refrigeration** ("Contractor").

**RECITALS**

WHEREAS, County desires to retain a person or firm to provide the following services: To provide maintenance and repairs as needed to the Sheriff's Office Jail Kitchen; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Exhibit A.
- II. **ADDITIONAL SERVICES:** The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
  - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
  - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- III. **COUNTY FURNISHED SERVICES:** The County agrees to:
  - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

- B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.
- C. Make available all pertinent data and records for review.
- IV. **TERM OF CONTRACT:** This Contract shall commence on October 1, 2020 and shall terminate on September 30, 2022, unless sooner terminated in accordance with the terms hereunder. The term of this agreement shall be automatically renewed for successive periods of 2 years each thereafter unless either party gives written notice of termination to the other at least 30 days prior to the termination of the initial term or a successive renewal term.
- V. **CONTRACT PERFORMANCE TIME:** All the work required by this contract shall be completed and ready for acceptance as mutually agreed upon between parties. Time is of the essence with respect to this Contract.
- VI. **FEES:** The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. **MAXIMUM COST TO COUNTY:** Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$25,000.00, including direct non-salary expenses.
- VIII. **PAYMENT:** The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

[For any services involving a public works or construction project, the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.]

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly, Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation.

This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

- IX. **INSURANCE:** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County  
PO Box 1228  
Weaverville, CA 96093

- B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished

in connection with such work or operations. Additional insured should read as follows:

Trinity County  
PO Box 1228  
Weaverville, CA 96093

- C. The Contractor shall be required to carry professional coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- X. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake

self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

- XI. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.
- XII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XIII. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XV. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XVI. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to



this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

**XVII. CONFIDENTIALITY:** All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

**XVIII. TITLE:** It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

**XIX. TERMINATION:**

- A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
- B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.
- C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.

- XX. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.
- XXI. **AMENDMENT:** This Contract may be amended or modified only by written agreement of both parties.
- XXII. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXIII. **WAIVER:** No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV. **SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXV. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XXVI. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII. **EXHIBITS:** All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be Paid to Contractor

- XXVIII. DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XXIX. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract
- XXX. ATTORNEY'S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XXXI. NOTICES:** Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

Trinity County Sheriff's Office  
101 Memorial Drive / Box 1228  
Weaverville, CA 96093  
(530)623-8108

If to Contractor:


Donal Morris  
Morris Refrigeration  
PO Box 314  
Junction City, CA 96048  
(530)905-0930

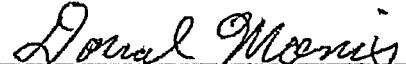
[signature page to follow]


IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

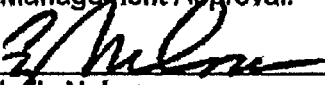
**COUNTY OF TRINITY:**

**CONTRACTOR:**

By:   
Bobbi Chadwick, Chairman  
Trinity County Board of Supervisors  
Date: 11/3/2020

By:   
Name: Donal Morris  
Title: Owner Morris Refrigeration  
Date: 11/9/2020

Approved as to form:  
By:   
Margaret E. Long  
County Counsel

Risk Management Approval:  
By:   
Shelly Nelson  
Human Resources/Risk Management  
Director

**EXHIBIT A**

**SERVICES TO BE PROVIDED BY CONTRACTOR**

To provide maintenance and repairs as needed to the Sheriff's Office Jail Kitchen.

**EXHIBIT B**

**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

Hourly Rate	\$100.00 per hour
Travel Rate	\$100.00 per hour

AMENDMENT NO. 1  
TO  
STANDARD FORM PERSONAL SERVICES CONTRACT  
(NO. 20-169 SO)  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
Morris Refrigeration

WHEREAS, a Contract was entered into the 1<sup>st</sup> day of October, 2020 (“Contract”) by and between the COUNTY OF TRINITY (“County”), and Morris Refrigeration (“Contractor”), to provide maintenance and repairs as needed to the Sheriff’s Office Jail Kitchen; and

WHEREAS, the Contract provides for a termination date of September 30, 2022 with auto renew; and

WHEREAS, the parties wish to:

1. Update Exhibit B.
2. Update Section VII, reducing Maximum cost and adding per fiscal year.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Replace Exhibit B with the updated rates, attached hereto, an incorporated herein, effective January 1, 2024.
2. Section VII of the agreement with Morris Refrigeration is hereby amended to read as follows: **MAXIMUM COST TO COUNTY:** Notwithstanding any other provision of this agreement, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$15,000 per fiscal year, including direct non-salary expenses.

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this 2<sup>nd</sup> day of April, 2024.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Ric Leutwyler, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

Risk Management Approval

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

By: \_\_\_\_\_  
Laila Cassis, Director  
Human Resources/Risk Management



County Contract No. \_\_\_\_\_

Department: \_\_\_\_\_

**EXHIBIT B**

**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

Hourly Rate	\$140.00 per hour
Travel Rate	\$140.00 per hour
Emergency Call Out & After hours	\$210.00 per hour

**TRINITY COUNTY**  
Item Report 3.7

Meeting Date: 4/2/2024

Department:  
Sheriff

Contact:  
Tim Saxon

Phone:  
(530)623-3740

3.7 MOU: Bureau of Alcohol, Tobacco, Firearms and Explosives (24-049)

**Requested Action:**

Approve a memorandum of understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to provide participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible, and ratify the Sheriff's signature.

**Fiscal Impact:**

No fiscal impact.

**Summary:**

The purpose of this MOU is to establish an inter-agency agreement governing the access and utilization of eTrace. The application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

**Alternatives Including Financial Implications:**

Deny the MOU and advise staff.

**Departmental Recommendation:**

It is the staffs recommendation that the Board approve a memorandum of understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to provide participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible, and ratify the Sheriff's signature.

**ATTACHMENTS:**

Description  
ATF MOU  
Signature Page



**BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES**



**MEMORANDUM OF UNDERSTANDING REGARDING THE  
eTRACE INTERNET BASED FIREARM TRACING APPLICATION**

**Memorandum of Understanding  
between the  
TRINITY COUNTY SHERIFF'S OFFICE  
and the  
Bureau of Alcohol, Tobacco, Firearms and Explosives**

**Article I. Purpose and Authority**

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend their ongoing commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided with an information platform for developing the best investigative strategies for the reduction of firearms-related crime and violence. ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. This Memorandum of Understanding (MOU) is intended to formalize a partnership between the participating agencies with regard to policy and procedures relative to the access and utilization of eTrace services.

The parties enter into this MOU pursuant to 31 U.S.C. § 6305; the E-Government Act of 2002, Public Law No. 107-347; and the Government Paperwork Elimination Act of 1998 (GPEA), Public Law No. 105-277.

**Article II. Background**

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the United States Department of Justice with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF enforces the Federal laws and regulations relating to alcohol, tobacco, firearms, explosives and arson by working directly and in cooperation with others to:

- Suppress and prevent crime and violence through enforcement, regulation, and community outreach
- Support and assist federal, state, local, and international law enforcement.
- Provide innovative training programs in support of criminal and regulatory enforcement functions
- Ensure fair and proper revenue collection. Provide fair and effective industry regulation

ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, narcotics traffickers, narco-terrorists, violent gangs, and domestic and international arms traffickers.

Sections 924(c) and (e) of Title 18 of the United States Code provide mandatory and enhanced sentencing guidelines for armed career criminals and narcotics traffickers as well as other dangerous armed criminals.

As part of ATF's unique enforcement powers the Congress of the United States has provided ATF with two federal sentencing laws that mandate minimum mandatory sentences for defendants convicted of offenses relating to the possession of a firearm in violation of the Gun Control Act of 1968. Under Title 18, United States Code, Section 924(c), defendants convicted of possessing a firearm during the commission of an offense defined as a federal crime of violence or a drug trafficking crime shall receive an additional 5 years imprisonment added to the punishment for the original offense. Under Title 18, United States Code, Section 924(e), a defendant convicted of illegally possessing a firearm in violation of Section 922 (g) who has three previous convictions for an offense defined as a violent felony or as a serious drug trafficking offense shall be imprisoned not less than 15 years.

ATF uses these statutes to target, investigate and recommend prosecution of these offenders to reduce the level of violent crime and enhance public safety. ATF also strives to increase State and local awareness of available Federal prosecution under these statutes. For more information about the use of these statutes please contact your local ATF office.

### **Article III. Scope**

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

### **Article IV. Interagency Communications**

The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all communications and tasks under this MOU. The designated points of contact (POC) shall be as follows:


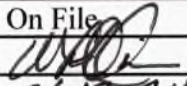
ATF Field Division Name: San Francisco Field Division

Address: 5601 Arnold Road  
Suite 400  
Dublin, California 94568

	<b>Designated ATF Contact</b>	<b>Alternate ATF Contact</b>
Name:	John T. Thompson	Crime Gun Intelligence Center
Title:	Senior Intelligence Research Specialist	
Phone #:	(925) 557-2952	(925) 557-2800

Participating Law Enforcement Agency Name: TRINITY COUNTY SHERIFF'S OFFICE

Agency Address: 101 MEMORIAL DRIVE  
WEAVERVILLE, CA 96093

	<b>Designated Law Enforcement Agency Primary POC</b>	<b>Designated Law Enforcement Agency Alternate POC</b>
Name:	MARCUS WALLEN	Will Oliver
Title:	DEPUTY SHERIFF	Sergeant
Phone #:	(530) 623-8135	(530) 623-8114
Email Address:	MWALLEN@TRINITYCOUNTY.ORG	WOLIVER@trinitycounty.org
Date of Birth:	On File	On File
Signature:		
Date:	01/14/24	01-17-24

**Article V. Responsibilities and Procedures**

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above appointed individuals will be responsible for creating and maintaining a list of all personnel within your department that will require access to eTrace.
2. The designated POC(s) within your agency will be responsible for signing as the Designated Law Enforcement Agency Primary Point of Contact and Alternate Point of Contact on page three of this MOU.
3. The designated POC(s) will immediately notify the ATF National Tracing Center via eTrace in the event that an individual's eTrace account needs to be suspended or revoked for any number of reasons, to include (but not limited to): employee transfer,

- retirement, or release from employment.
4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should either be mailed to the ATF National Tracing Center at the address below, or scanned and emailed to [eTraceAdmin@atf.gov](mailto:eTraceAdmin@atf.gov).

Bureau of Alcohol, Tobacco, Firearms and Explosives  
National Tracing Center Division  
244 Needy Road  
Martinsburg, WV 25401  
Attn: eTrace Customer Service Group

Phone: (800) 788-7133  
eMail: [eTraceAdmin@atf.gov](mailto:eTraceAdmin@atf.gov)

**B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:**

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center (NTC) Division shall:

1. Upon receipt of this signed MOU, send an e-mail which will provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, each individual user will receive an e-mail containing their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.

**Article VI. Conditions**

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended “FOR OFFICIAL LAW ENFORCEMENT USE ONLY”. The federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections 1001 and 1030.
- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under isolated and stringent circumstances eTrace can be accessed from an alternate location,

specifically in furtherance of Law Enforcement activities.

- The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, subject to State and Federal law. The parties agree to notify all other parties to the MOU prior to the release of any sensitive firearms trace information to a third party under State or Federal law. The parties acknowledge that trace data may only be utilized for law enforcement purposes. Through Public Law 112-55, 125 STAT. 552 (November 18, 2011), Congress enacted restrictions regarding the further dissemination of firearm trace data outside of law enforcement. The participating law enforcement agency and any contractors working on their behalf must adhere by these disclosure restrictions. ATF recommends that these restrictions are discussed with the participating law enforcement agency's legal counsel prior to any data-sharing.
- **IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED. This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.**
- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.
- The parties agree that a 'crime gun' is defined as "any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime".
- The parties agree that the ATF, National Tracing Center will be designated as the central recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

**Article VII. Conclusion**

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the eTrace application. The result of this mutual cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of the illegal firearms market and the inception of new strategies to effectively interrupt this market and impact the rate of firearm related violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time period, wherein the authorized point of contact maintains that position within the participating agency, unless terminated earlier in writing by either party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other parties in the MOU. Termination of the MOU by either party will result in the revocation of all eTrace accounts established under this agreement.

In witness whereof, the parties have hereunto executed this MOU.



1-17-24

Signature	Date
(Chief Law Enforcement Official)	
TIM SAXON	
Name	
SHERIFF	
Title	
TRINITY COUNTY SHERIFF'S OFFICE	
Agency/Department	

Signature	Date
(ATF - Special Agent in Charge or designee)	
Jennifer Cicolani	
Name	
Special Agent in Charge	
Title	
San Francisco Field Division	
ATF Field Division	



COUNTY OF TRINITY:

By: \_\_\_\_\_  
Ric Leutwyler, Chairman  
Board of Supervisors

Approved as to form:

Risk Management Approval

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

By: \_\_\_\_\_  
Elizabeth Hamilton, Interim Director  
Human Resources/Risk Management

**TRINITY COUNTY**  
Item Report 3.8

Meeting Date: 4/2/2024

Department:  
Sheriff

Contact:  
Tim Saxon

Phone:  
(530)623-3740

3.8 Resolution: Removing Asset Inventory Listing

**Requested Action:**

Adopt a resolution which removes from the Sheriff's Office Capital Asset Inventory Listing: Asset ID , 12995, User Inmate Management System.

**Fiscal Impact:**

No fiscal impact.

**Summary:**

The Trinity County Sheriff's Office has determined the User Inmate Management System previously used at the old Detention Facility is out of service and needs to be removed from our listing.

**Alternatives Including Financial Implications:**

Deny the resolution and advise staff.

**Departmental Recommendation:**

It is the staffs recommendation that the Board adopt the resolution which removes from the Sheriff's Office Capital Asset Inventory Listing: Asset ID , 12995, User Inmate Management System.

**ATTACHMENTS:**

Description

Resolution: User Inmate Management System

**RESOLUTION NO. 2024-XXX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY  
REMOVING ITEMS FROM THE  
SHERIFF'S OFFICE CAPITAL ASSET INVENTORY LISTING**

**WHEREAS**, the Trinity County Sheriff's Office has determined that the items listed below are out of service; and

**WHEREAS**, pursuant to the Trinity County Code section 3.12, removal of these items from the County Listing of Fixed Assets must be authorized by the Board of Supervisors.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Trinity authorizes the surplus of the following items and their removal from the Departments Capital Asset Listing;

<u>ASSET</u>	<u>ASSET ID #</u>
User Inmate Mgt System	12995

**DULY PASSED AND ADOPTED** this 2<sup>nd</sup> day of April, 2024 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

Ric Leutwyler, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

Trent Tuthill  
Clerk of the Board of Supervisors

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

**TRINITY COUNTY**  
Item Report 3.9

Meeting Date: 4/2/2024

Department:  
Transportation

Contact:  
Panos Kokkas

Phone:  
623-1365

3.9 Agreement: Albina Asphalt (24-021A)

**Requested Action:**

Approve agreement with Albina Asphalt to provide Asphaltic Emulsions Schedule I, for chip sealing and fog sealing roads.

**Fiscal Impact:**

Based on department needs and the availability of each vendor, up to \$250,000 is anticipated to be delivered, in total, between both vendors for Schedule I.

**Summary:**

Annually staff releases a request for quotation for Asphaltic Emulsions which is oil used for chip sealing and fog sealing roads. The quantities on the quotation form are determined by the annual budget. If the bid results are different than the estimate, further review is done to see if work can be added or eliminated as required. This year's estimate was for approximately 350 tons of PMCRS2H (3%PM) oil requested for Schedule I.

**Discussion:**

Two vendors submitted bid proposals to the County.

Albina Asphalt of Vancouver, WA. had the lowest bid for Schedule I in the amount of \$240,928.00.

Total cost of emulsions is included in the Road – RMRA Department budget under Special Departmental Expense.

**Alternatives Including Financial Implications:**

Deny award and provide Staff direction.

**Departmental Recommendation:**

Award contract for Asphaltic Emulsions Schedules I

**ATTACHMENTS:**

Description

Agreement  
Bid Docs  
Bid Summary  
RFQ

**AGREEMENT FOR SUPPLYING  
COUNTY OF TRINITY  
WITH  
ASPHALT EMULSIONS**

THIS AGREEMENT made this 2nd day of April, 2024, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and ALBINA ASPHALT, hereinafter referred to as "VENDOR".

WITNESSETH:

WHEREAS, COUNTY has invited Quotations for the furnishing of Asphaltic Emulsions; and

WHEREAS, VENDOR has submitted a Quotation in response to the County's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with asphaltic emulsions as outlined on the COUNTY'S "Request for Quotation" dated February 22, 2024 and in accordance with VENDOR'S quotation form. (copy attached hereto)
2. Asphaltic emulsions delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.
3. This Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery thereof except representations as are specifically set forth herein. Any modification or change shall be duly executed in writing by mutual consent of both parties.
4. VENDOR shall make deliveries during working days.
5. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and so govern to the exclusion of the laws of any other forum without regard to the jurisdiction in which the action or special proceeding may be instituted.
6. Insurance is required as shown in Exhibit A (copy attached).

7. This Agreement shall cover the period of April 1, 2024 through December 31, 2024, with the option to extend for one additional year by mutual consent between COUNTY and VENDOR.
8. **INDEMNIFICATION:** Vendor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Vendor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.
9. **COMPLIANCE WITH APPLICABLE LAWS:** The Vendor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
  - A. Vendor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all Federal, State, and local laws and ordinances applicable to the work.
10. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
11. Nothing in this Agreement shall be construed to require COUNTY to purchase any minimum amount of asphaltic emulsions under the Agreement. VENDOR shall submit a claim for payment according to established COUNTY procedures based on purchase orders submitted by COUNTY.
12. COUNTY reserves the right to purchase asphaltic emulsions from other suppliers.
13. Failure to comply with any of the provisions of this Agreement on part of VENDOR may result, at COUNTY'S discretion, in immediate termination of this Agreement.
14. This Agreement may be extended on an annual basis, without rebidding, by mutual consent of COUNTY and VENDOR.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

"COUNTY OF TRINITY"

BY:  \_\_\_\_\_  
 VENDOR"

BY: \_\_\_\_\_  
 RIC LEUTWYLER  
 CHAIRMAN-Board of Supervisors  
 County of Trinity  
 "COUNTY"

ATTEST:  
 Clerk of the Board of Supervisors

BY: \_\_\_\_\_  
 Deputy

# PROPOSAL FORM

## SCHEDULE I – Page 1

### PMCRS2H - ASPHALTIC EMULSIONS

NAME OF VENDOR Albina ASPHALT  
ADDRESS 801 main st. VANCOUVER WA 98660  
POINT OF LOCATION KIAMATA FALLS, OREGON

The undersigned, as Vendor, agrees to furnish the Trinity County Department of Transportation with asphalt materials at the prices shown in the following schedule, during the period of April 1, 2024 through December 31, 2024. Unit prices include all charges for the material, F.O.B. County of Trinity's designated trucks, at Vendor's plant, including all applicable current taxes, except sales tax, which may be added to billings unless exemption is requested by the County for occasional resale to other agencies.

<u>TYPE OF MATERIAL</u>	<u>EST. QTY. (TONS)</u>	<u>UNIT PRICE (PER TON) F.O.B. VENDOR'S PLANT LOCATION SHOWN ABOVE</u>	
ASPHALTIC EMULSIONS			
PMCRS2H(3%PM)	350	\$ <u>508.<sup>00</sup></u>	\$ <u>177,800.<sup>00</sup></u>
		7.25% Tax	\$ <u>12,890.<sup>50</sup></u>
ITEM 1:	<u>TOTAL PRODUCT COST</u>		\$ <u>190,690.<sup>50</sup></u> ✓



## SCHEDULE I – Page 2

### PMCRS2H - ASPHALTIC EMULSIONS

Using current freight rates we find that delivery cost from our plant to various Trinity County locations are as follows for truck load lots of Asphaltic Emulsions, applicable taxes and charges included:

1. FREIGHT RATES:

<u>LOCATION</u>	<u>EST. QTY. TONS</u>	<u>DELIVERY</u>		
Eagle Cr. Loop Rd.	25	\$ <u>75.<sup>00</sup></u>	PER TON	\$ <u>1,875<sup>00</sup></u> /
Douglas City	75	\$ <u>65.<sup>00</sup></u>	PER TON	\$ <u>4,875<sup>00</sup></u> /
Lewiston	50	\$ <u>62.<sup>00</sup></u>	PER TON	\$ <u>3,100<sup>00</sup></u> /
Zenia Lake Mt. Rd	50	\$ <u>125.<sup>00</sup></u>	PER TON	\$ <u>6,250<sup>00</sup></u> /
Hawkins Bar	50	\$ <u>84.<sup>00</sup></u>	PER TON	\$ <u>4,200<sup>00</sup></u> /
Guy Covington	75	\$ <u>67.<sup>00</sup></u>	PER TON	\$ <u>5,025<sup>00</sup></u> /
Hayfork	25	\$ <u>68.<sup>50</sup></u>	PER TON	\$ <u>1,712<sup>50</sup></u> /

ITEM 2: TOTAL DELIVERY COST \$ 27,037<sup>50</sup> /

## SCHEDULE I – Page 3

### PMCRS2H - ASPHALTIC EMULSIONS

II. ACCESSORIAL CHARGES:

1. SPREADING CHARGES:

Spreader Truck – Hrs. Free Time	<u>2</u>				
Charge Thereafter (per hour)	\$ <u>500</u>	X	<u>40</u> *	hrs =	<u>20,000<sup>00</sup></u> /
Transport Truck – Hrs. Free Time	<u>3</u>				
Charge Thereafter (per hour)	\$ <u>40<sup>00</sup></u>	X	<u>40</u> *	hrs =	<u>1,600<sup>00</sup></u> /

2. DEMURRAGE CHARGES: (unload into County tank)

Hrs. Free Time	<u>3</u>				
Charge Thereafter (per hour)	\$ <u>40<sup>00</sup></u>	X	<u>40</u> *	hrs =	<u>1,600<sup>00</sup></u> /

3. HAUL BACK:

Estimate Quantity 15 Ton @	<u>0</u>				
		Per Ton =			<u>0</u>

ITEM 3:	TOTAL ACCESSORIAL CHARGES	\$ <u>23,200<sup>00</sup></u>
---------	---------------------------	-------------------------------

Award To Be Based on GRAND TOTAL of	
Product Cost (Item 1)	
Delivery Cost (Item 2)	
Accessorial Charges (Item 3)	\$ <u>240,928<sup>00</sup></u> /

\* In determining the low bidder on this Schedule, the County will refer to the "Grand Total" of items 1, 2, and 3 above, Product Costs, Delivery Cost, and Accessorial Charges. All bids submitted must allow two (2) hours free time for spreading and must include an hourly rate thereafter for spreading. The County will then multiply that rate by the projected number of hours, using the same number of hours in comparing all bids. All bids must also include two (2) hours free time for demurrage and must include an hourly rate thereafter. The County will insert the projected number of hours, and will use the same number of hours in comparing all bids. Haul-back charges will be based upon each bidder's rate per ton, multiplied by the amount of 15 tons to arrive at a total.

Spaces marked with an asterisk (\*) will be filled in by County. All others to be filled in by Vendor.

SCHEDULE I – Page 4

PMCRS2H - ASPHALTIC EMULSIONS

We agree to furnish the Trinity County Department of Transportation, materials shown on above Proposal Schedule I in conformance with the conditions and prices set forth on said Schedule I and in conformance with the specification attached hereto, for the period April 1, 2024 through December 31, 2024.

SUBMIT IN QUADRUPLICATE IN SEALED ENVELOPE.  
ATTACH SPECIFICATION SHEETS

COMPANY Albina ASPHALT

SIGNATURE 

TITLE OPERATIONS MANAGER

**TRINITY COUNTY  
BID SUMMARY**

**PROPOSAL NO. 24-1 Asphaltic Emulsions**

Date: March 20, 2024  
Time: 11:00 AM

Page 1 of 1

Recorded By: Lisa McKeely

Opened By: Andy Pence

Engineers Estimate: N/A

Budgeted Amount: N/A

**Name and Address of Bidders:**

Name and Address of Bidders:	Schedule I	Schedule II	Schedule III	Schedule IV
Albina Asphalt 801 Main St. Vancouver, WA 98660 Kevin.Jeffers@Albina.com	\$ <del>240,928.00</del> 240,928.00	\$ 30049.38	\$	\$
960 816 8014 cel 503-705-8735 W. S. S. Emultech3785 Channel Dr. West Sacramento, CA 95691 Attn: Jim Richmond james.richmond@slurry.com	\$ 250,945.00	\$ 34,310.00	\$	\$
Granite Rock 1321 Lowrie Ave. South San Francisco, CA 95004-9601 mmadera@graniterock.com	\$	\$	\$	\$
Gen. Office ph. 650 869 3300 Western Emulsions 382 East Live Oak Inwindale, CA 91706 Attn: Matthew Connaroe: 818 631-9098 cabids@westernemulsions.com	\$	\$	\$	\$



# COUNTY OF TRINITY

## DEPARTMENT OF TRANSPORTATION

Panos Kokkas, P.E., Director  
Lisa McNeely, Administration

31301 State Hwy 3; P.O. Box; 2490, Weaverville, California 96093  
Phone (530) 623-1365; Fax (530) 623-5312; Email; [tcidot@trinitycounty.org](mailto:tcidot@trinitycounty.org)

February 22, 2024

### REQUEST FOR QUOTATION

Proposals for furnishing Asphaltic Emulsions to the Trinity County Department of Transportation will be received in our office located at 31301 State Highway 3, PO Box 2490, Weaverville, CA, 96093, until the hour of 11:00 a.m., on March 20, 2024 at which time they will be publicly opened and read.

Specifications, quantities, delivery point, and other pertinent information, are as described on the attached specification sheets and proposal forms. Copies can be obtained by contacting Ron Hanover Jr. at the Department of Transportation, P.O. Box 2490, 31301 State Highway 3, Weaverville, CA, 96093, (530) 623-1365.

No proposal will be considered unless it is made on the blank form furnished by the County of Trinity, and made in accordance with provisions set forth in the specifications.

Proposals are required for the entire work described in the specifications. Proposals may be made for one, any combination of or all of Schedules.

Proposals are to be submitted to the Department of Transportation prior to the specified opening time, in sealed envelopes, clearly identified, as **PROPOSAL NO. 24-1, ASPHALTIC EMULSIONS on the front of the envelope.** All proposals received after the specified opening time will not be considered and will be returned unopened.

A contract for these products will be let per individual schedule and award will be made to the lowest responsible vendor for each schedule.

One copy of the agreement is attached. The contract period shall be from April 1, 2024 through December 31, 2024, with the option to extend for one year by mutual consent between COUNTY and VENDOR.


Trinity County Code Section 3.08.080 grants a five percent (5%) bid preference to local bidders.

The County of Trinity reserves the right to reject any or all proposals and to waive any irregularity in any proposal received.

The agreement may be extended on an annual basis, without rebidding, by mutual consent of County and Vendor.

Proposals shall be valid for 30 days.

**THIS IS NOT AN ORDER**

SIGNED:   
PANOS KOKKAS  
DIRECTOR OF TRANSPORTATION

**TRINITY COUNTY**  
Item Report 3.10

Meeting Date: 4/2/2024

Department:  
Transportation

Contact:  
Panos Kokkas

Phone:  
623-1365

3.10 Agreement - Eagle Rock, Inc - Asphalt Sch I (24-039A)

**Requested Action:**

Approve an agreement with Eagle Rock In. to provide Asphalt Concrete and Premix Schedule I to used for road repair and maintenance.

**Fiscal Impact:**

Up to \$250,000 from Fund 105 - Road Maintenance and Rehab (RMRA).

**Summary:**

Annually staff releases a request for quotation for Asphalt Concrete and Premix which is used for road repair and maintenance. The quantities on the quotation form are determined by the annual budget. If the bid results are different than the estimate, further review is done to see if work can be added or eliminated as required. In this year's estimate approximately 1650 tons of asphalt were requested for Schedule I, which serves North County Roads, and 1050 tons of asphalt were requested for Schedule II, which serves South County Roads (Ruth and Zenia).

**Discussion:**

Three vendors submitted bid proposals to the County. An award will be made to the lowest two bidders. The lowest bidder will be contacted first. If unable to supply the product requested within the timeframe needed, the Department of Transportation will then go to the second lowest bidder.

Per Trinity County Code section 3.08.080, a five percent (5%) bid preference is given to local bidders. Accounting for the 5% bid preference on this bid (\$10,540.39), Eagle Rock Inc. of Weaverville, Ca was the low bid for Schedule I in the amount of \$210,807.75.

The total expense for this product is included in the Road RMRA Department budget under Special Departmental Expense.

**Alternatives Including Financial Implications:**

Deny award and provide Staff direction

**Departmental Recommendation:**

Award contract for Asphalt Concrete and Premix Schedule I.

**ATTACHMENTS:**

- Description
- Agreement
- RFQ
- RFQ Specs
- Bid Docs
- Bid Summary

**AGREEMENT FOR SUPPLYING  
COUNTY OF TRINITY  
WITH  
ASPHALT CONCRETE AND PREMIX**

THIS AGREEMENT made this 2<sup>ND</sup> day of April, 2024, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Eagle Rock, Inc., hereinafter referred to as "VENDOR".

W I T N E S S E T H :

WHEREAS, COUNTY has invited Quotations for the furnishing of Asphalt Concrete & Premix; and

WHEREAS, VENDOR has submitted a Quotation in response to the County's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with asphalt concrete & premix as outlined on the COUNTY'S "Request for Quotation" dated March 6, 2024 and in accordance with VENDOR'S quotation form. (copy attached hereto)
2. Asphalt concrete & premix delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.
3. This Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery thereof except representations as are specifically set forth herein. Any modification or change shall be duly executed in writing by mutual consent of both parties.
4. VENDOR shall make deliveries during working days.
5. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and so govern to the exclusion of the laws of any other forum without regard to the jurisdiction in which the action or special proceeding may be instituted.
6. Insurance as required as shown in Exhibit A (copy attached).
7. This Agreement shall cover the period of April 1, 2024 through December 31, 2024, with the option to extend for one additional year by mutual consent between COUNTY and VENDOR.



8. INDEMNIFICATION: Vendor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Vendor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.
9. COMPLIANCE WITH APPLICABLE LAWS: The Vendor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
  - A. Vendor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all Federal, State, and local laws and ordinances applicable to the work.
10. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
11. Nothing in this Agreement shall be construed to require COUNTY to purchase any minimum amount of asphalt concrete or premix under the Agreement. VENDOR shall submit a claim for payment according to established COUNTY procedures based purchase orders submitted by COUNTY.
12. COUNTY reserves the right to purchase Asphalt Concrete & Premix from other suppliers.
13. Failure to comply with any of the provisions of this Agreement on part of VENDOR may result, at COUNTY'S discretion, in immediate termination of this Agreement.
14. This Agreement may be extended on an annual basis, without rebidding, by mutual consent of COUNTY and VENDOR.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

COUNTY OF TRINITY

BY:   
 "VENDOR"

BY: \_\_\_\_\_  
 RIC LEUTWYLER  
 CHAIRMAN-Board of Supervisors  
 County of Trinity  
 "COUNTY"

ATTEST:  
 Clerk of the Board of Supervisors

BY: \_\_\_\_\_  
 Deputy



# COUNTY OF TRINITY DEPARTMENT OF TRANSPORTATION

Panos Kokkas, P.E., Director  
Lisa McNeely, Administration

31301 State Hwy 3; P.O. Box; 2490, Weaverville, California 96093  
Phone (530) 623-1365; Fax (530) 623-5312; Email; [tcidot@trinitycounty.org](mailto:tcidot@trinitycounty.org)

March 6, 2024

## REQUEST FOR QUOTATION

Proposals for furnishing Asphalt Concrete & Premix to the Trinity County Department of Transportation will be received at our office located at 31301 State Highway 3, PO Box 2490, Weaverville, CA 96093, until the hour of **2:00 p.m., on March 26 2024** at which time they will be publicly opened and read.

Specifications, quantities, delivery point, and other pertinent information, are as described on the attached specification sheets and proposal forms. Copies can be obtained by contacting Ron Hanover Jr. at the Department of Transportation, P.O. Box 2490, 31301 State Highway 3, Weaverville, CA 96093, (530) 623-1365.

No proposal will be considered unless it is made on the blank form furnished by the County of Trinity, and made in accordance with provisions set forth in the specifications.

Proposals are required for the entire work described in the specifications. Proposals may be made for either one, or both Schedules.

Proposals are to be submitted to the Department of Transportation prior to the specified opening time, in sealed envelopes, clearly identified, as **PROPOSAL NO. 24-2, ASPHALT CONCRETE & PREMIX**. All proposals received after the specified opening time will not be considered and will be returned unopened.

A contract for these products will be let per individual schedule and award will be made to the two lowest responsible vendors for each schedule.

One copy of the agreement is attached. The contract period shall be from April 1, 2024 through December 31, 2024, with the option to extend for one year by mutual consent between COUNTY and VENDOR.

Trinity County Code Section 3.08.080 grants a five percent (5%) bid preference to local bidders. The County of Trinity reserves the right to reject any or all proposals and to waive any irregularity in any proposal received.

The agreement may be extended on an annual basis, without rebidding, by mutual consent of County and Vendor.

Proposals shall be valid for 30 days.

THIS IS NOT AN ORDER

SIGNED:   
PANOS KOKKAS  
DIRECTOR OF TRANSPORTATION

**COUNTY OF TRINITY**  
**SPECIAL PROVISIONS**  
**FOR**  
**SUPPLYING AND DELIVERING HOT MIX ASPHALT**  
**CONCRETE & PREMIX**  
**TO VARIOUS LOCATIONS IN TRINITY COUNTY**

**SECTION 1. SPECIFICATIONS:**

The work embraced herein shall be done in accordance with the Standard Specifications dated 2023 of the State of California, Department of Transportation insofar as the same may apply and in accordance with the following Special Provisions:

When the term Asphalt Concrete and/or Premix is used, it shall imply Type A aggregate, as set forth by Section 39-2.02 of the aforementioned specifications.

**SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS:**

Prospective vendors will be furnished "Quotation Forms" with the Specifications showing the quantities of materials to be delivered to each location.

Materials to be delivered to the Trinity Center, Lewiston, Weaverville, Junction City, Hawkins Bar, Hayfork, and Hyampom areas are identified in Schedule I.

Materials to be delivered to Ruth and Zenia areas are identified in Schedule II.

Vendors may submit quotes on either, or both schedules.

Quotations shall be submitted on the form supplied by the County. The Vendor shall fill in all blanks on the form as therein required with clearly legible figures and signature.

The Quotation Forms shall be submitted as directed in the "Request for Quotation" under sealed cover plainly marked as **PROPOSAL NO. 24-2, ASPHALT CONCRETE & PREMIX** and the date of bid opening therefore. Proposals, which are not properly marked, may be disregarded. All proposals received after the specified opening time will not be considered.

If there is reason to believe that collusion exists among Vendors, any or all proposals may be rejected.

Submission of a Quotation shall be conclusive evidence that the Vendor has investigated and is satisfied as to the conditions to be encountered, the character, quality, and scope of work to be

performed, the quantities of materials to be furnished, and the requirements of the proposal and specifications.

### SECTION 3. AWARD OF PROPOSAL:

The County reserves the right to reject any and all proposals.

Award of the contract, if awarded, will be made to the lowest two responsible Vendors on the basis of overall lowest cost to the Department of Transportation. Such award, if made, will be made within 30 days after the opening of the proposals. Following award, when product is needed, the lowest bidder will be contacted first. If unable to supply the product requested within the timeframe needed, the Department will then go to the second lowest bidder.

### SECTION 4. SUPPLY AND DELIVERY:

It is intended that the needs of Trinity County will be coordinated, wherever possible, with Vendor's current plant production.

The County will place orders 1 to 3 days in advance of desired delivery date in order to allow Vendor sufficient time to arrange for transportation. If Vendor is not able to supply materials within a reasonable length of time, County reserves the right to purchase materials from another supplier, or to make independent arrangement for trucks to transport material from Vendor's plant.

Prices denoted on the Quotation Forms are for delivering all materials to the designated stockpile locations.

When material is delivered to locations other than those listed in the above tabulation, we agree to adjust the delivered unit price either upward or downward, to reflect the increased or decreased cost of such delivery. Such adjustment to be determined by multiplying the current truck rental rate by the increase or decrease in round trip time, divided by the average number of tons per load.

Trinity County anticipates that most if not all of the asphalt concrete will be delivered to street locations and either dumped on the road for grader spreading or dumped into a paver. No additional change in delivery price will be made for dumping on the street or into paver.

**"NEW THIS YEAR" – Asphalt concrete is expected to be delivered to all locations listed, at temperatures ranging from 265 to 310 degrees at time of delivery. Any material below these temperatures WILL NOT be accepted, and will be sent back with the driver.**

### SECTION 5. ANTICIPATED NEEDS:

Tonages shown on the "Quotation Forms" are approximate only, being given as a basis for comparison of proposals, and the County does not, expressly or by implication, agree that the

actual amount of purchase will correspond therewith, but reserves the right to increase or decrease the amount of any item, or to omit items, as may be deemed necessary by the County.

The County reserves the right to occasionally purchase materials from other suppliers when and if their plants are located close to the County job sites. It is further anticipated that paving contracts may be advertised at various locations within the County, in which cases Trinity County shall not be obligated to award said contracts to the Vendor selected under this proposal, nor to a contractor naming said Vendor as his supplier.

SECTION 6. MEASUREMENT AND PAYMENT:

Measurement and payment will be made by the ton, based on certified weigh master summary sheets. Load weight tickets must accompany each load and be left at each delivery site or given to the County's representative at each site. Payment adjustments will be made for price index fluctuations in accordance with Section 9-1.07 of the Standard Specifications dated 2023 of the State of California, Department of Transportation.

The quoted prices and payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in supplying, and delivering asphalt concrete & premix, as specified in these Specifications and as directed by the Engineer.

Progress payments will be made monthly in accordance with the County's standard practice.

## QUOTATION FORM SCHEDULE I

The work for which this proposal is submitted is described in the Special Provisions for SUPPLYING AND DELIVERING ASPHALT CONCRETE & PREMIX TO VARIOUS LOCATIONS in Trinity County.

Quotations are to be submitted for the entire work.

### PRODUCT

½" Premix, SC250	-	50	Tons at	<u>\$ 110.00</u>	/T=	<u>\$ 5,500.00</u> ✓
½" Premix, MC800	-	0	Tons at		/T=	
3/8" Premix, SC250	-	0	Tons at		/T=	
3/8" Premix, MC800	-	0	Tons at		/T=	
1/2" PG-64-16	-	0	Tons at		/T=	
3/8" PG-64-16	-	1600	Tons at	<u>\$ 90.00</u>	/T=	<u>\$ 144,000.00</u> ✓
PRODUCT SUBTOTAL						<u>= \$ 149,500.00</u> ✓
7.25% TAX						<u>= \$ 10,838.75</u> ✓
PRODUCT TOTAL						<u>= \$ 160,338.75</u> ✓

### DELIVERY

Trinity Center	-	100	Tons at	<u>\$ 24.57</u>	/T=	<u>\$ 2,457.00</u> ✓
Lewiston	-	100	Tons at	<u>\$ 22.82</u>	/T=	<u>\$ 2,282.00</u> ✓
Douglas City	-	100	Tons at	<u>\$ 21.06</u>	/T=	<u>\$ 2,106.00</u> ✓
Junction City	-	125	Tons at	<u>\$ 17.55</u>	/T=	<u>\$ 2,193.75</u> ✓
Hawkins Bar	-	200	Tons at	<u>\$ 28.09</u>	/T=	<u>\$ 5,618.00</u> ✓
Hayfork	-	525	Tons at	<u>\$ 28.09</u>	/T=	<u>\$ 14,747.25</u> ✓
Hyampom	-	500	Tons at	<u>\$ 42.13</u>	/T=	<u>\$ 21,065.00</u> ✓
DELIVERY TOTAL						<u>= \$ 50,469.00</u> ✓
GRAND TOTAL						<u>= \$ 210,807.75</u> ✓

NAME OF COMPANY SUBMITTING QUOTE Eagle Rock, Inc.  
 CONTACT PERSON Larry E. Yingling  
 BUSINESS ADDRESS P.O. Box 1498 Weaverville Ca. 96093  
 PHONE NUMBER 530-623-4444  
 SIGNATURE OF VENDOR Larry E. Yingling  
 DATE 3/25/2024

**BID SUMMARY**

Bids Recorded By: Christine Sverts

**PROPOSAL NO. 24-2 ASPHALT CONCRETE AND PREMIX**

Bids Opened By: Lisa McNeely

**Date: March 26, 2024**

**Time: 2:00 p.m.**

**Name and Address of Bidder(s):**      **BID - SCHEDULE I**                      **BID - SCHEDULE II**

1) Mercer-Fraser Co. PO Box 1006 Eureka, CA 95502 707 443-6371 707 443-0277 fax			
2) J.F. Shea Company PO Box 494519 Redding, CA 96049 530-246-4292 530 246-9940 fax			
3) Eagle Rock, Inc. P.O. Box 1498 Weaverville, CA 96093 530-623-4444 530 623-1984 fax	210,807.75 <u>- 10,540.39</u> 200,267.36		NONE
4) Tom Bess 110 Memory Lane Carlotta, CA 95528 707-768-3427 707 768-3446 fax	NONE		164,822.50
5) Northstate Asphalt / Tullis, Inc. PO Box 493416 Redding, CA 96049 530 241-5105	210,097.00  210,096.75		NONE
6) Dan Palmer Trucking P.O. Box 1109 Anderson, CA 96007 530 365-6355 fax			

**TRINITY COUNTY**  
Item Report 3.11

Meeting Date: 4/2/2024

Department:  
Transportation

Contact:  
Panos Kokkas

Phone:  
623-1365

3.11 Agreement - Hunt & Sons Inc - Sch III & IV (24-018A)

**Requested Action:**

Approve an agreement with Hunt & Sons, Inc. to provide Schedule III and IV Lubricants for the Department of Transportation (DOT), and authorize the Director of Transportation to sign any amendments to the agreement.

**Fiscal Impact:**

Up to \$81,994.44 from Road funds.

**Summary:**

Schedule III lubricants is specific to the North County area, and delivers product to the Weaverville DOT facility. Schedule IV lubricants is specific to the South County area, and is delivered to the Ruth DOT shop.

Both areas order as needed for maintenance and operational purposes.

**Discussion:**

DOT sent out five bid packages to the area fuel distributors, three bids were received back. Hunt & Sons, Inc. was the low bidder on both Schedules III and IV.

The agreement allows for the option to extend for one additional year by mutual consent of both parties.

**Alternatives Including Financial Implications:**

Deny the agreement and advise staff

**Departmental Recommendation:**

Denial of the agreement could potentially result in increased lubricant prices.

It is staff's recommendation that the Board approve the agreement with Hunt & Sons, Inc. for Schedules III & IV.

**ATTACHMENTS:**

Description  
Agreement



RFQ  
Bid Summary  
Bid Docs Sch III  
Bid Docs Sch IV

**AGREEMENT FOR SUPPLYING COUNTY OF TRINITY  
WITH  
PETROLEUM PRODUCTS**

THIS AGREEMENT made this 2nd day of April, 2024, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and, HUNT & SONS INC hereinafter referred to as "SUPPLIER".

WITNESSETH:

WHEREAS, COUNTY has requested quotations for the furnishing of various petroleum products; and WHEREAS, SUPPLIER has submitted a proposal in response to the COUNTY'S request.

NOW, THEREFORE, IT IS MUTALLY AGREED AS FOLLOWS:

1. SUPPLIER agrees to furnish the COUNTY with certain petroleum products outlined on COUNTY'S "Request for Quotation" dated February 22, 2024.
2. Lubricant products delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein, and the following material specifications:  
**Schedules III and IV**, Lubricant prices shall be as bid. However, individual item or items prices may be increased when the successful bidder can demonstrate to the satisfaction of the County that wholesale unit cost of such item or items has increased by five percent (5 %) or more since the inception of this Agreement.  
  
The increased cost to the County shall be limited to the absolute amount, in dollars or fractions thereof, of the increase in the wholesale unit cost of the item or items. Increases shall become effective from the date the County receives notification of the increase(s) and shall not be retroactive to prior transactions.
3. To the extent possible, SUPPLIER shall make deliveries during working days and when COUNTY personnel are present.
4. The original delivery receipt shall be submitted to the appropriate COUNTY department for billing purposes and to start computation of billing periods. Payment will be according to the schedule established by the Auditor/Controller's Office.
5. It is understood by the parties and agreed that COUNTY, its officers, agents and employees, shall not be liable or responsible for any injury or damage to person or property resulting from the operations or activities of SUPPLIER while engaged in complying with any of the terms of this Agreement. SUPPLIER agrees to indemnify and hold harmless COUNTY its officers, agents, and employees, from any injury to persons or property resulting from the activities of SUPPLIER.
6. Insurance is required as shown in Exhibit A (copy attached)

7. This Agreement shall cover the period of April 1, 2024, through December 31, 2024, with the option to extend for one additional year by mutual consent between COUNTY and SUPPLIER.

8. This Agreement constitutes the sole and entire Agreement between the parties. Any modification or change shall be duly executed in writing by mutual consent of both parties.

9. The documents comprising the Agreement include the "Request for Quotation", and Proposal Form, including "Schedules III & IV" thereof and the proposal documents furnished by SUPPLIER dated 3-18-24.

10. In the event that SUPPLIER subcontracts for delivery, all payments will be made directly to SUPPLIER.

11. COUNTY reserves the right to limit quantities at specified delivery points upon notice to SUPPLIER by COUNTY.

12. Failure to comply with any of the provisions of this Agreement on part of SUPPLIER, may result, at COUNTY'S discretion, in immediate termination of the Agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Ric Leutwyler, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: HUNT'S SONS INC  
Name: KELLY GRANDBERRY  
Title: MANAGER  
Date: 3-18-24

Approved as to form:

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

Risk Management Approval:

By: \_\_\_\_\_  
Laila Cassis  
Human Resources/Risk Management  
Director



# COUNTY OF TRINITY

## DEPARTMENT OF TRANSPORTATION

Panos Kokkas, P.E., Director

Lisa McNeely, Administration

31301 State Hwy 3; P.O. Box; 2490, Weaverville, California 96093

Phone (530) 623-1365; Fax (530) 623-5312; Email; [tedot@trinitycounty.org](mailto:tedot@trinitycounty.org)

February 22, 2024

## ----- REQUEST FOR QUOTATION -----

To Whom It May Concern:

Please quote us your best price on the following:

To furnish the County of Trinity with lubricants in accordance with the attached schedule of delivery points and estimated contract quantities. The successful vendor shall be prepared to make deliveries within 36 hours to any point in Trinity County where the County maintains storage facilities regardless of the weather. In this regard, vendors may be required to furnish evidence of adequate equipment and facilities necessary to meet the needs of the County.

A contract for these products will be let per individual schedule and award will be made to the lowest responsible vendor for each schedule. Trinity County Code Section 3.08.080 grants a five percent (5%) bid preference to local bidders. For bid purposes the value of the fuel is set by formula and is equal for all bidders. The value for the five percent (5%) preference will be based on the total of the extended value of the "Differential Price" for each product at each location as it is the only bidder variable element in the request for quotation. The contract period shall be for (10) Months, beginning April 1, 2024 and ending December 31, 2024, with an option to extend for one year by mutual consent between COUNTY and SUPPLIER.

The quantities of products listed on the attached schedules are estimates only, being given as a basis for comparison of proposals, and the County of Trinity does not expressly or by implication agree that the actual amount will correspond therewith, but reserves the right to increase/decrease the amount as may be deemed necessary or advisable by the County.

**For the purpose of this bid, the only Lubricant brands that will be accepted are as follows:**

**Chevron**

**Shell**

**Petro Canada**

**Exxon Mobil**

**Valvoline**

Schedule III – Lubricants prices shall be F.O.B. Weaverville, California.

Schedule IV – Lubricants prices shall be F.O.B. Ruth, California.

During the term of this agreement individual item or items unit price may be increased when the successful bidder can demonstrate to the satisfaction of the County that **wholesale unit cost of such item or items has increased by five percent (5 %) or more since the inception of the contract**. The increased cost to the County shall be limited to the absolute amount, in dollars or fractions thereof, of the increase in the wholesale cost of the item or items.

**Increases shall become effective from the date the County receives notification of the increase and shall not be retroactive to prior transactions.**

**See Exhibit A (attached) for insurance requirements enforced by the County.**

Proposals must be in writing, sealed in an envelope plainly marked "PROPOSAL NO. 24-LUBRICANTS" and be delivered to the Dept of Transportation, 31301 State Hwy 3, PO Box 2490, Weaverville, California 96093, no later than 2:00 P.M. March 20, 2024 at which time and place they will be publicly opened. The right is reserved to reject any or all proposals and to reconcile any irregularity in any proposal.

If there are any questions, contact our office at (530) 623-1365.

THIS IS NOT AN ORDER

A handwritten signature in blue ink that reads "Panos Kokkas". The signature is written in a cursive style and is positioned above a horizontal line.

PANOS KOKKAS

DIRECTOR OF TRANSPORTATION

Quoted prices shall not include any State or Federal highway taxes or excise tax. Please specify these taxes separately where indicated. California State sales taxes are to be applied to the totals and shown separately on each schedule.

Exhibit 1

**TRINITY COUNTY**

**BID SUMMARY**

**PROPOSAL NO. 24-LUBRICANTS**

Recorded By: Lisa McNeely

Opened By: Andrew Pence

Date: March 25, 2024

Time: 2:00 PM

Engineers Estimate: N/A

Budgeted Amount: N/A

**Name and Address of Bidders:**

Name and Address of Bidders:	Schedule I	Schedule II	Schedule III	Schedule IV
1) Redwood Coast Fuel /Reladyne 3134 Jacobs Ave, Ste B Eureka, Ca 95501 <a href="mailto:eric.sirks@reladyne.com">eric.sirks@reladyne.com</a>	Gross Bid 5% Pref. Net Bid	\$	\$ 65,519.01	\$
2) Valley Pacific Petroleum 6920 Lockheed Dr. Redding, CA 96002 530 351-2992 <a href="mailto:robert.zachary@vpps.net">robert.zachary@vpps.net</a>	Gross Bid 5% Pref. Net Bid	\$	\$ <del>49,977.8</del> 106,815.32 \$ 108,094.81	\$ 38,272.47
3) Hunt & Sons, Inc. 7211 Sands Lane Anderson, Ca 96007 530 338-4053 <a href="mailto:kgranberry@huntsons.com">kgranberry@huntsons.com</a>	Gross Bid 5% Pref. Net Bid	\$	\$ 55,787.54	\$ 26,206.90
4) Ed Staub and Sons PO Box 990327 Redding, CA 96099 <a href="mailto:nick.staub@edstaub.com">nick.staub@edstaub.com</a> 530 241-1167	Gross Bid 5% Pref. Net Bid	\$	\$	\$
5) Interstate Oil Company 2940 Arcade Way Redding, Ca 96002 (530)222-3031 <a href="mailto:sbarth@interstateoil.com">sbarth@interstateoil.com</a>	Gross Bid 5% Pref. Net Bid	\$	\$	\$

TRINITY COUNTY PETROLEUM PRODUCTS  
PROPOSAL FORM  
SCHEDULE III

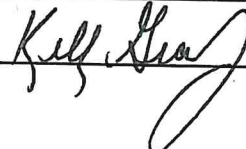
NAME OF VENDOR: HUNT & SONS INC  
ADDRESS: 4990 MTN LAKES BLVD  
DATE OF QUOTE: 3-18-24

The following is our total quote for furnishing the County of Trinity with the various petroleum products computed at the current prices for delivery of the various listed fuel and lubrication products to the delivery locations shown.

TOTAL SCHEDULE III \$ 55,787.<sup>54</sup>

Vendor shall list here the name and address of the supplier(s) from whom he will obtain the fuel products on which this proposal is based.

CHEVRON TEXACO USA  
BLUE DEF  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: KELLY GRANBERRY  
TITLE: MANAGER  
TELEPHONE: 530-338-4053 530-243-1217  
SIGNATURE:  DATE: 3-18-24

**ADDENDUM 1**  
**REVISED BID SCHEDULE III - LUBRICANTS**  
**(North)**

Schedule to be completed, signed and attached to your regular contract proposal form. When so executed, the information contained herein will be considered a part of your proposal as fully as though set forth in detail in your regular proposal form. The quantity figures supplied herein are the estimated quantities required at the various delivery points during the contract year and are based on the past 12 months' experience.

Add sales tax where indicated. Prices shall be FOB Weaverville, CA.

PRODUCT	TYPE	QUANTITY REQUIRED	UNIT PRICE (Per Gal or Lb)	TOTAL
Motor Oil	0W-20 Synthetic	4 - 12 cases 1qt c. (12 gal)	\$ <u>17.38</u>	\$ <u>208.56</u>
Motor Oil	5W-40 Synthetic for Diesel Engines	5 - 55 Gal. Barrel (275 gal)	\$ <u>24.99</u>	\$ <u>6872.25</u>
Motor Oil	15W-40 (Multi-Grade) LE	15-55 gal. bar. (825 gal)	\$ <u>12.50</u>	\$ <u>10,312.50</u>
		20 -5 gal. cont. (100 gal)	\$ <u>13.50</u>	\$ <u>1,350.00</u>
ATF	Automatic Transmission Fluid, (Multipurpose III)	12 - Cases 1 qt. c. (36 Gal)	\$ <u>12.99</u>	\$ <u>467.64</u>
ATF	Automatic Transmission Fluid, PLUS 4	6 - Cases 1 qt. c. (18 Gal)	\$ <u>22.99</u>	\$ <u>413.82</u>
ATF	Automatic Transmission Fluid, LV Mercon	6 - Cases 1 qt. c. (18 Gal)	\$ <u>17.99</u>	\$ <u>323.82</u>
Drive Train Fluid	THF 1000	10 - 5 gal pail (50 gal)	\$ <u>10.25</u>	\$ <u>512.50</u>
Drive Train Fluid	C-4 Oil 10W, TO4	3-55 gal. bar. (165 gal)	\$ <u>14.19</u>	\$ <u>2341.35</u>
		14-5 gal. bar. (70 gal)	\$ <u>15.49</u>	\$ <u>1084.30</u>
	C-4 Oil 30W - TO4	20-5 gal. bar. (100 gal)	\$ <u>14.49</u>	\$ <u>1449.00</u>
		12-55 gal. bar. (660 gal)	\$ <u>13.49</u>	\$ <u>8903.40</u>
	C-4 Oil 50W-TO4	20-5 gal. bar. (100 gal)	\$ <u>15.99</u>	\$ <u>1599.00</u>



PRODUCT	TYPE	QUANTITY REQUIRED	UNIT PRICE (Per Gal or Lb)	TOTAL
Gear Oil	Universal Gear Lubricant 80W 90	4-120 lbs. bar (480 lbs)	\$ <u>2.59</u>	\$ <u>1243.20</u> ✓
	Universal Gear Lubricant 75W 140 Synthetc	5-120 lbs. bar. (600 lbs)	\$ <u>4.89</u>	\$ <u>2934.00</u> ✓
	Universal Gear Lubricant 75W 140 Synthetc	1 - Case 1 qt. c. (3 gallons)	\$ <u>39.99</u>	\$ <u>119.97</u> ✓
ATF	LV	4 - Cases 1 qt. c. (48 Qt)	\$ <u>4.50</u>	\$ <u>216.00</u> ✓
HYD Oil	AW-46	20-5 GAL (100 GAL)	\$ <u>8.99</u>	\$ <u>899.00</u> ✓
Grease	Ultra-Duty Grease NLG1, Grade 2 Red Hitac	1200 Cartridges (1371 lbs)	\$ <u>3.49</u>	\$ <u>4784.79</u> ✓
Thinner	325 Thinner or equal	5-55 gal. bar (275 gal)	\$ <u>11.99</u>	\$ <u>3297.25</u> ✓
DEF	Diesel Exhaust Fluid	10-55 gal. bar (550 gal)	\$ <u>2.29</u>	\$ <u>1259.50</u> ✓
	Diesel Exhaust Fluid	3 - Totes (550 gal)	\$ <u>2.59</u>	\$ <u>1424.50</u> ✓
SUBTOTAL				\$ <u>52,016.35</u> ✓
7.25% SALES TAX				\$ <u>3771.19</u> ✓
TOTAL SCHEDULE III				\$ <u>55787.54</u> ✓

Signature: Kelly Gray

Date: 3-18-24

Company Name: HUNT & SONS INC



**COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION**

Panos Kokkas, P.E., Director  
Lisa McNeely, Administration

31301 State Hwy 3; P.O. Box; 2490, Weaverville, California 96093  
Phone (530) 623-1365; Fax (530) 623-5312; Email; [tcidot@trinitycounty.org](mailto:tcidot@trinitycounty.org)

**ADDENDUM NO. 1**  
**March 18, 2024**

**NOTICE TO BIDDERS**

**TRINITY COUNTY LUBRICANT BID**

Schedule III – Lubricants third item

<i>Motor Oil</i>	<i>15W-40</i>	<i>15-55 gal. bar.</i>
	<i>(Multi-grade) LE</i>	<i>(1210 gal)</i>

**Shall be revised to:**

<b>Motor Oil</b>	<b>15W-40</b>	<b>15-55 gal. bar.</b>
	<b>(Multi-grade) LE</b>	<b>(825 gal)</b>

**A revised excel bid sheet is attached to this Addendum. The Contractor shall ignore the old bid sheet and use attached Addendum bid sheet in their bid.**

**THE BID OPENING DATE HAS BEEN EXTENDED TO 2:00pm on MARCH 25, 2024**

ADDENDUM ISSUED BY

*Panos Kokkas* 18 MAR 2024

PANOS KOKKAS, COUNTY ENGINEER  
DEPARTMENT OF TRANSPORTATION

ADDENDUM 1 RECEIVED BY:

*Kelly Granberry*  
\_\_\_\_\_  
Signature

*KELLY GRANBERRY*  
\_\_\_\_\_  
Printed Name and Company

TRINITY COUNTY PETROLEUM PRODUCTS  
PROPOSAL FORM  
SCHEDULE IV

NAME OF VENDOR: HUNT & SONS INC  
ADDRESS: 4990 MTW LAKES Blvd  
DATE OF QUOTE: 3-18-24

The following is our total quote for furnishing the County of Trinity with the various petroleum products computed at the current prices for delivery of the various listed fuel and lubrication products to the delivery locations shown.

TOTAL SCHEDULE IV \$ 26,206.90

Vendor shall list here the name and address of the supplier(s) from whom he will obtain the fuel products on which this proposal is based.

CHEVRON TEXACO USA  
BLUE DEF  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: KELLY GRANBERRY  
TITLE: MANAGER  
TELEPHONE: 530-338-4053 530-243-1217  
SIGNATURE: Kelly Granberry DATE: 3-18-24

**SCHEDULE IV - LUBRICANTS**  
(South)

Schedule to be completed, signed and attached to your regular contract proposal form. When so executed, the information contained herein will be considered a part of your proposal as fully as though set forth in detail in your regular proposal form. The quantity figures supplied herein are the estimated quantities required at the various delivery points during the contract year and are based on the past 12 months' experience.

Add sales tax where indicated. Prices shall be FOB Ruth, CA.

PRODUCT	TYPE	QUANTITY REQUIRED	UNIT PRICE (Per Gal or Lb)	TOTAL
Motor Oil	5W-40 (Synthetic for Diesel Engines)	1-55 gal. bar. (55 gal)	\$ <u>27.99</u>	\$ <u>1,539.45</u>
Motor Oil	15W-40 (Multi-Grade) LE	10-55 gal. bar. (550 gal)	\$ <u>14.99</u>	\$ <u>8,244.50</u>
		10-1 gal. cont. (10 gal)	\$ <u>17.99</u>	\$ <u>179.90</u>
ATF	Automatic Transmission Fluid, (Multipurpose III)	12 - Cases 1 qt. c. (36 Gal)	\$ <u>13.99</u>	\$ <u>503.64</u>
Drive Train Fluid	C-4 Oil 10W, TO4	2-55 gal. bar. (110 gal)	\$ <u>16.19</u>	\$ <u>1,780.90</u>
		5-5 gal. bar. (25 gal)	\$ <u>17.19</u>	\$ <u>429.75</u>
	C-4 Oil 30W - TO4	10-5 gal. bar. (50 gal)	\$ <u>16.49</u>	\$ <u>824.50</u>
		5-55 gal. bar. (275 gal)	\$ <u>15.49</u>	\$ <u>4,259.75</u>
	C-4 Oil 50W-TO4	10-5 gal. bar. (50 gal)	\$ <u>17.99</u>	\$ <u>899.50</u>
Gear Oil	Universal Gear Lubricant 80W 90	2-120 lbs. bar (240 lbs)	\$ <u>3.29</u>	\$ <u>789.60</u>
	Universal Gear Lubricant 75W 140 Synthetc	1-120 lbs. bar. (120 lbs)	\$ <u>5.29</u>	\$ <u>634.80</u>

PRODUCT	TYPE	QUANTITY REQUIRED	UNIT PRICE (Per Gal or Lb)	TOTAL
Drive Train Fluid	THF 1000	2 - 5 gal. pail (10 gal)	\$ <u>15.99</u>	\$ <u>159.90</u>
Grease	Ultra-Duty Grease NLG1, Grade 2 Red Hitac	600 Cartridges (685 lbs)	\$ <u>4.59</u>	\$ <u>3,144.15</u>
DEF	Diesel Exhaust Fluid	5-55 gal. bar (275 gal)	\$ <u>3.80</u>	\$ <u>1045.00</u>
SUBTOTAL				\$ <u>24,435.34</u>
7.25% SALES TAX				\$ <u>1,771.56</u>
TOTAL SCHEDULE IV				\$ <u>26,206.90</u>

Signature: *Kelly Grant*

Date: 3-18-24

Company Name: Hint & Sons INC

**TRINITY COUNTY**  
Item Report 3.12

Meeting Date: 4/2/2024

Department:  
Transportation

Contact:  
Panos Kokkas

Phone:  
623-1365

3.12 Agreement - Thomas R Bess, Inc. - Asphalt Sch II (24-039B)

**Requested Action:**

Approve an agreement with Thomas R. Bess Inc to provide Asphalt Concrete and Premix Schedule II to use for road repair and maintenance.

**Fiscal Impact:**

Up to \$164,822.50 - Fund 105 Road Maintenance and Rehab (RMRA).

**Summary:**

Annually staff releases a request for quotation for Asphalt Concrete and Premix which is used for road repair and maintenance. The quantities on the quotation form are determined by the annual budget. If the bid results are different than the estimate, further review is done to see if work can be added or eliminated as required. In this year's estimate approximately 1650 tons of asphalt were requested for Schedule I, which serves North County Roads, and 1050 tons of asphalt were requested for Schedule II, which serves South County Roads (Ruth and Zenia).

**Discussion:**

Request for bids were sent out to six vendors. Only one vendor submitted a bid proposal to the County for Schedule II.

Thomas R Bess, Inc., of Carlotta Ca was the only bid for Schedule II in the amount of \$164,822.50.

The total expense for this product is included in the Road RMRA Department budget under Special Departmental Expense.

**Alternatives Including Financial Implications:**

Deny award and provide Staff this direction

**Departmental Recommendation:**

Award contract for Asphalt Concrete and Premix Schedules II.

**ATTACHMENTS:**

Description

Agreement  
RFQ  
Bid Docs  
Bid Summary

**AGREEMENT FOR SUPPLYING  
COUNTY OF TRINITY  
WITH  
ASPHALT CONCRETE AND PREMIX**

THIS AGREEMENT made this 2nd day of April, 2024, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and THOMAS R BESS, Inc., hereinafter referred to as "VENDOR".

W I T N E S S E T H :

WHEREAS, COUNTY has invited Quotations for the furnishing of Asphalt Concrete & Premix; and

WHEREAS, VENDOR has submitted a Quotation in response to the County's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with asphalt concrete & premix as outlined on the COUNTY'S "Request for Quotation" dated March 6, 2024 and in accordance with VENDOR'S quotation form. (copy attached hereto)
2. Asphalt concrete & premix delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.
3. This Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery thereof except representations as are specifically set forth herein. Any modification or change shall be duly executed in writing by mutual consent of both parties.
4. VENDOR shall make deliveries during working days.
5. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and so govern to the exclusion of the laws of any other forum without regard to the jurisdiction in which the action or special proceeding may be instituted.
6. Insurance as required as shown in Exhibit A (copy attached).
7. This Agreement shall cover the period of April 1, 2024 through December 31, 2024, with the option to extend for one additional year by mutual consent between COUNTY and VENDOR.



8. INDEMNIFICATION: Vendor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of Vendor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County’s sole negligence or willful acts.
  
9. COMPLIANCE WITH APPLICABLE LAWS: The Vendor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
  - A. Vendor shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all Federal, State, and local laws and ordinances applicable to the work.
  
10. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
  
11. Nothing in this Agreement shall be construed to require COUNTY to purchase any minimum amount of asphalt concrete or premix under the Agreement. VENDOR shall submit a claim for payment according to established COUNTY procedures based purchase orders submitted by COUNTY.
  
12. COUNTY reserves the right to purchase Asphalt Concrete & Premix from other suppliers.
  
13. Failure to comply with any of the provisions of this Agreement on part of VENDOR may result, at COUNTY'S discretion, in immediate termination of this Agreement.
  
14. This Agreement may be extended on an annual basis, without rebidding, by mutual consent of COUNTY and VENDOR.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

COUNTY OF TRINITY

BY: \_\_\_\_\_  
 “VENDOR”

BY: \_\_\_\_\_  
 RIC LEUTWYLER  
 CHAIRMAN-Board of Supervisors  
 County of Trinity  
 “COUNTY”

ATTEST:  
 Clerk of the Board of Supervisors

BY: \_\_\_\_\_  
 Deputy

Exhibit A

INSURANCE REQUIREMENT FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Service Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability, code 1 "any auto"; and
3. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Contractor's Pollution Liability** applicable to the work being performed, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate per policy period of one year

Exhibit A - Continued

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The County, its officials, employees and volunteers are to be covered as additional insured with respect to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.
- b. The contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees or volunteers.
- d. Coverage shall state that a Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverages

The insured shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by Contractor for the County.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified Mail, return receipt requested, has been given to the County.

Exhibit A - Continued

E. Acceptability of Insurers

Insurance is to be placed with a Bests' rating of no less than A-:VIII.

F. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



# COUNTY OF TRINITY DEPARTMENT OF TRANSPORTATION

Panos Kokkas, P.E., Director  
Lisa McNeely, Administration

31301 State Hwy 3; P.O. Box; 2490, Weaverville, California 96093  
Phone (530) 623-1365; Fax (530) 623-5312; Email; [tcidot@trinitycounty.org](mailto:tcidot@trinitycounty.org)

March 6, 2024

## REQUEST FOR QUOTATION

Proposals for furnishing Asphalt Concrete & Premix to the Trinity County Department of Transportation will be received at our office located at 31301 State Highway 3, PO Box 2490, Weaverville, CA 96093, until the hour of **2:00 p.m., on March 26 2024** at which time they will be publicly opened and read.

Specifications, quantities, delivery point, and other pertinent information, are as described on the attached specification sheets and proposal forms. Copies can be obtained by contacting Ron Hanover Jr. at the Department of Transportation, P.O. Box 2490, 31301 State Highway 3, Weaverville, CA 96093, (530) 623-1365.

No proposal will be considered unless it is made on the blank form furnished by the County of Trinity, and made in accordance with provisions set forth in the specifications.

Proposals are required for the entire work described in the specifications. Proposals may be made for either one, or both Schedules.

Proposals are to be submitted to the Department of Transportation prior to the specified opening time, in sealed envelopes, clearly identified, as **PROPOSAL NO. 24-2, ASPHALT CONCRETE & PREMIX**. All proposals received after the specified opening time will not be considered and will be returned unopened.

A contract for these products will be let per individual schedule and award will be made to the two lowest responsible vendors for each schedule.

One copy of the agreement is attached. The contract period shall be from April 1, 2024 through December 31, 2024, with the option to extend for one year by mutual consent between COUNTY and VENDOR.

Trinity County Code Section 3.08.080 grants a five percent (5%) bid preference to local bidders. The County of Trinity reserves the right to reject any or all proposals and to waive any irregularity in any proposal received.

The agreement may be extended on an annual basis, without rebidding, by mutual consent of County and Vendor.

Proposals shall be valid for 30 days.

THIS IS NOT AN ORDER

SIGNED:   
PANOS KOKKAS  
DIRECTOR OF TRANSPORTATION

## QUOTATION FORM SCHEDULE II

The work for which this proposal is submitted is described in the Special Provisions for SUPPLYING AND DELIVERING ASPHALT CONCRETE & PREMIX TO VARIOUS LOCATIONS in Trinity County.

Quotations are to be submitted for the entire work.

### PRODUCT

1/2" Premix, SC250	-	50	Tons at	<u>100</u>	/T=	<u>5000</u> ✓
1/2" Premix, MC800	-	0	Tons at	_____	/T=	_____
3/8" Premix, SC250	-	0	Tons at	_____	/T=	_____
3/8" Premix, MC800	-	0	Tons at	_____	/T=	_____
1/2" PG-64-16	-	0	Tons at	_____	/T=	_____
3/8" PG-64-16	-	1000	Tons at	<u>96<sup>00</sup></u>	/T=	<u>96,000</u> ✓

PRODUCT SUBTOTAL	=	<u>101,000</u>
7.25% TAX	=	<u>7322<sup>50</sup></u>
PRODUCT TOTAL	=	<u>108,322<sup>50</sup></u> ✓

### DELIVERY

Ruth	-	550	Tons at	<u>50</u>	/T=	<u>27,500</u> ✓
Zenia	-	500	Tons at	<u>58</u>	/T=	<u>29,000</u> ✓

DELIVERY TOTAL	=	<u>56,500</u> <sup>50</sup>
GRAND TOTAL	=	<u>164,822</u> ✓

NAME OF COMPANY SUBMITTING QUOTE Thomas R Bess Inc.  
 CONTACT PERSON Thomas Bess  
 BUSINESS ADDRESS 110 Memory Lane, Carlotte CA 95528  
 PHONE NUMBER (707) 0499-0304  
 SIGNATURE OF VENDOR \_\_\_\_\_  
 DATE March 24, 2024

tr-bess 707 e gmail.com.

**BID SUMMARY**

Bids Recorded By: Christine Sverts

**PROPOSAL NO. 24-2 ASPHALT CONCRETE AND PREMIX**

Bids Opened By: Lisa McNeely

**Date: March 26, 2024**

**Time: 2:00 p.m.**

**Name and Address of Bidder(s):**      **BID - SCHEDULE I**                      **BID - SCHEDULE II**

1) Mercer-Fraser Co. PO Box 1006 Eureka, CA 95502 707 443-6371 707 443-0277 fax			
2) J.F. Shea Company PO Box 494519 Redding, CA 96049 530-246-4292 530 246-9940 fax			
3) Eagle Rock, Inc. P.O. Box 1498 Weaverville, CA 96093 530-623-4444 530 623-1984 fax	210,807.75 - 10,540.39 <u>200,267.36</u>		NONE
4) Tom Bess 110 Memory Lane Carlotta, CA 95528 707-768-3427 707 768-3446 fax	NONE		164,822.50
5) Northstate Asphalt / Tullis, Inc. PO Box 493416 Redding, CA 96049 530 241-5105	210,097.00  210,096.75		NONE
6) Dan Palmer Trucking P.O. Box 1109 Anderson, CA 96007 530 365-6355 fax			

**TRINITY COUNTY**  
Item Report 3.13

Meeting Date: 4/2/2024

Department:  
Transportation

Contact:  
Panos Kokkas

Phone:  
623-1365

3.13 Agreement - Tullis Inc - Asphalt Sch I (24-039C)

**Requested Action:**

Approve an agreement with Tullis, Inc. to provide Asphalt Concrete and Premix Schedule I to Tullis, Inc, for road repair and maintenance.

**Fiscal Impact:**

Based on department needs and the availability of each vendor, no more than \$250,000 is anticipated to be delivered, in total, between both vendors for Schedule I.

**Summary:**

Annually staff releases a request for quotation for Asphalt Concrete and Premix which is used for road repair and maintenance. The quantities on the quotation form are determined by the annual budget. If the bid results are different than the estimate, further review is done to see if work can be added or eliminated as required. In this year's estimate approximately 1650 tons of asphalt were requested for Schedule I, which serves North County Roads, and 1050 tons of asphalt were requested for Schedule II, which serves South County Roads (Ruth and Zenia).

**Discussion:**

Three vendors submitted bid proposals to the County. An award will be made to the lowest two bidders. The lowest bidder will be contacted first. If unable to supply the product requested within the timeframe needed, the Department of Transportation will then go to the second lowest bidder.

Considering the five percent (5%) local bid preference, and the bid amount between Schedule I bidders, Tullis Inc., of Redding, Ca is the second lowest bid for Schedule I in the amount of \$210,096.75. The total expense for this product is included in the Road RMRA Department budget under Special Departmental Expense.

**Alternatives Including Financial Implications:**

Deny and direct staff

**Departmental Recommendation:**

Award contract for Asphalt Concrete and Premix Schedule I.



**ATTACHMENTS:**

- Description
- Agreement
- RFQ
- RFQ Specs
- Bid Docs
- Bid Summary

**AGREEMENT FOR SUPPLYING  
COUNTY OF TRINITY  
WITH  
ASPHALT CONCRETE AND PREMIX**

THIS AGREEMENT made this 2nd day of April, 2024, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and TULLIS, Inc., hereinafter referred to as "VENDOR".

W I T N E S S E T H :

WHEREAS, COUNTY has invited Quotations for the furnishing of Asphalt Concrete & Premix; and

WHEREAS, VENDOR has submitted a Quotation in response to the County's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with asphalt concrete & premix as outlined on the COUNTY'S "Request for Quotation" dated March 6, 2024 and in accordance with VENDOR'S quotation form. (copy attached hereto)
2. Asphalt concrete & premix delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.
3. This Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery thereof except representations as are specifically set forth herein. Any modification or change shall be duly executed in writing by mutual consent of both parties.
4. VENDOR shall make deliveries during working days.
5. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and so govern to the exclusion of the laws of any other forum without regard to the jurisdiction in which the action or special proceeding may be instituted.
6. Insurance as required as shown in Exhibit A (copy attached).
7. This Agreement shall cover the period of April 1, 2024 through December 31, 2024, with the option to extend for one additional year by mutual consent between COUNTY and VENDOR.

8. INDEMNIFICATION: Vendor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of Vendor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County’s sole negligence or willful acts.
  
9. COMPLIANCE WITH APPLICABLE LAWS: The Vendor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
  - A. Vendor shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all Federal, State, and local laws and ordinances applicable to the work.
  
10. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
  
11. Nothing in this Agreement shall be construed to require COUNTY to purchase any minimum amount of asphalt concrete or premix under the Agreement. VENDOR shall submit a claim for payment according to established COUNTY procedures based purchase orders submitted by COUNTY.
  
12. COUNTY reserves the right to purchase Asphalt Concrete & Premix from other suppliers.
  
13. Failure to comply with any of the provisions of this Agreement on part of VENDOR may result, at COUNTY'S discretion, in immediate termination of this Agreement.
  
14. This Agreement may be extended on an annual basis, without rebidding, by mutual consent of COUNTY and VENDOR.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

COUNTY OF TRINITY

BY: \_\_\_\_\_  
 “VENDOR”

BY: \_\_\_\_\_  
 RIC LEUTWYLER  
 CHAIRMAN-Board of Supervisors  
 County of Trinity  
 “COUNTY”

ATTEST:  
 Clerk of the Board of Supervisors

BY: \_\_\_\_\_  
 Deputy

Exhibit A

INSURANCE REQUIREMENT FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Service Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability, code 1 "any auto"; and
3. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Contractor's Pollution Liability** applicable to the work being performed, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate per policy period of one year

Exhibit A - Continued

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The County, its officials, employees and volunteers are to be covered as additional insured with respect to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.
- b. The contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees or volunteers.
- d. Coverage shall state that a Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverages

The insured shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by Contractor for the County.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified Mail, return receipt requested, has been given to the County.

Exhibit A - Continued

E. Acceptability of Insurers

Insurance is to be placed with a Bests' rating of no less than A-:VIII.

F. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



# COUNTY OF TRINITY

## DEPARTMENT OF TRANSPORTATION

Panos Kokkas, P.E., Director

Lisa McNeely, Administration

31301 State Hwy 3; P.O. Box; 2490, Weaverville, California 96093

Phone (530) 623-1365; Fax (530) 623-5312; Email; [tcidot@trinitycounty.org](mailto:tcidot@trinitycounty.org)

March 6, 2024

### REQUEST FOR QUOTATION

Proposals for furnishing Asphalt Concrete & Premix to the Trinity County Department of Transportation will be received at our office located at 31301 State Highway 3, PO Box 2490, Weaverville, CA 96093, until the hour of **2:00 p.m., on March 26 2024** at which time they will be publicly opened and read.

Specifications, quantities, delivery point, and other pertinent information, are as described on the attached specification sheets and proposal forms. Copies can be obtained by contacting Ron Hanover Jr. at the Department of Transportation, P.O. Box 2490, 31301 State Highway 3, Weaverville, CA 96093, (530) 623-1365.

No proposal will be considered unless it is made on the blank form furnished by the County of Trinity, and made in accordance with provisions set forth in the specifications.

Proposals are required for the entire work described in the specifications. Proposals may be made for either one, or both Schedules.

Proposals are to be submitted to the Department of Transportation prior to the specified opening time, in sealed envelopes, clearly identified, as **PROPOSAL NO. 24-2, ASPHALT CONCRETE & PREMIX**. All proposals received after the specified opening time will not be considered and will be returned unopened.

A contract for these products will be let per individual schedule and award will be made to the two lowest responsible vendors for each schedule.

One copy of the agreement is attached. The contract period shall be from April 1, 2024 through December 31, 2024, with the option to extend for one year by mutual consent between COUNTY and VENDOR.

Trinity County Code Section 3.08.080 grants a five percent (5%) bid preference to local bidders. The County of Trinity reserves the right to reject any or all proposals and to waive any irregularity in any proposal received.

The agreement may be extended on an annual basis, without rebidding, by mutual consent of County and Vendor.

Proposals shall be valid for 30 days.

THIS IS NOT AN ORDER

SIGNED:   
PANOS KOKKAS  
DIRECTOR OF TRANSPORTATION

**COUNTY OF TRINITY**  
**SPECIAL PROVISIONS**  
**FOR**  
**SUPPLYING AND DELIVERING HOT MIX ASPHALT**  
**CONCRETE & PREMIX**  
**TO VARIOUS LOCATIONS IN TRINITY COUNTY**

**SECTION 1. SPECIFICATIONS:**

The work embraced herein shall be done in accordance with the Standard Specifications dated 2023 of the State of California, Department of Transportation insofar as the same may apply and in accordance with the following Special Provisions:

When the term Asphalt Concrete and/or Premix is used, it shall imply Type A aggregate, as set forth by Section 39-2.02 of the aforementioned specifications.

**SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS:**

Prospective vendors will be furnished "Quotation Forms" with the Specifications showing the quantities of materials to be delivered to each location.

Materials to be delivered to the Trinity Center, Lewiston, Weaverville, Junction City, Hawkins Bar, Hayfork, and Hyampom areas are identified in Schedule I.

Materials to be delivered to Ruth and Zenia areas are identified in Schedule II.

Vendors may submit quotes on either, or both schedules.

Quotations shall be submitted on the form supplied by the County. The Vendor shall fill in all blanks on the form as therein required with clearly legible figures and signature.

The Quotation Forms shall be submitted as directed in the "Request for Quotation" under sealed cover plainly marked as **PROPOSAL NO. 24-2, ASPHALT CONCRETE & PREMIX** and the date of bid opening therefore. Proposals, which are not properly marked, may be disregarded. All proposals received after the specified opening time will not be considered.

If there is reason to believe that collusion exists among Vendors, any or all proposals may be rejected.

Submission of a Quotation shall be conclusive evidence that the Vendor has investigated and is satisfied as to the conditions to be encountered, the character, quality, and scope of work to be



performed, the quantities of materials to be furnished, and the requirements of the proposal and specifications.

### SECTION 3. AWARD OF PROPOSAL:

The County reserves the right to reject any and all proposals.

Award of the contract, if awarded, will be made to the lowest two responsible Vendors on the basis of overall lowest cost to the Department of Transportation. Such award, if made, will be made within 30 days after the opening of the proposals. Following award, when product is needed, the lowest bidder will be contacted first. If unable to supply the product requested within the timeframe needed, the Department will then go to the second lowest bidder.

### SECTION 4. SUPPLY AND DELIVERY:

It is intended that the needs of Trinity County will be coordinated, wherever possible, with Vendor's current plant production.

The County will place orders 1 to 3 days in advance of desired delivery date in order to allow Vendor sufficient time to arrange for transportation. If Vendor is not able to supply materials within a reasonable length of time, County reserves the right to purchase materials from another supplier, or to make independent arrangement for trucks to transport material from Vendor's plant.

Prices denoted on the Quotation Forms are for delivering all materials to the designated stockpile locations.

When material is delivered to locations other than those listed in the above tabulation, we agree to adjust the delivered unit price either upward or downward, to reflect the increased or decreased cost of such delivery. Such adjustment to be determined by multiplying the current truck rental rate by the increase or decrease in round trip time, divided by the average number of tons per load.

Trinity County anticipates that most if not all of the asphalt concrete will be delivered to street locations and either dumped on the road for grader spreading or dumped into a paver. No additional change in delivery price will be made for dumping on the street or into paver.

**"NEW THIS YEAR" – Asphalt concrete is expected to be delivered to all locations listed, at temperatures ranging from 265 to 310 degrees at time of delivery. Any material below these temperatures WILL NOT be accepted, and will be sent back with the driver.**

### SECTION 5. ANTICIPATED NEEDS:

Tonages shown on the "Quotation Forms" are approximate only, being given as a basis for comparison of proposals, and the County does not, expressly or by implication, agree that the

actual amount of purchase will correspond therewith, but reserves the right to increase or decrease the amount of any item, or to omit items, as may be deemed necessary by the County.

The County reserves the right to occasionally purchase materials from other suppliers when and if their plants are located close to the County job sites. It is further anticipated that paving contracts may be advertised at various locations within the County, in which cases Trinity County shall not be obligated to award said contracts to the Vendor selected under this proposal, nor to a contractor naming said Vendor as his supplier.

#### SECTION 6. MEASUREMENT AND PAYMENT:

Measurement and payment will be made by the ton, based on certified weigh master summary sheets. Load weight tickets must accompany each load and be left at each delivery site or given to the County's representative at each site. Payment adjustments will be made for price index fluctuations in accordance with Section 9-1.07 of the Standard Specifications dated 2023 of the State of California, Department of Transportation.

The quoted prices and payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in supplying, and delivering asphalt concrete & premix, as specified in these Specifications and as directed by the Engineer.

Progress payments will be made monthly in accordance with the County's standard practice.

# QUOTATION FORM

## SCHEDULE I

The work for which this proposal is submitted is described in the Special Provisions for SUPPLYING AND DELIVERING ASPHALT CONCRETE & PREMIX TO VARIOUS LOCATIONS in Trinity County.

Quotations are to be submitted for the entire work.

### PRODUCT

½" Premix, SC250	-	50	Tons at <u>110<sup>00</sup></u>	/T=	<u>5500<sup>00</sup></u> ✓
½" Premix, MC800	-	0	Tons at _____	/T=	<u>-</u>
3/8" Premix, SC250	-	0	Tons at _____	/T=	<u>-</u>
3/8" Premix, MC800	-	0	Tons at _____	/T=	<u>-</u>
1/2" PG-64-16	-	0	Tons at _____	/T=	<u>-</u>
3/8" PG-64-16	-	1600	Tons at <u>78<sup>00</sup></u>	/T=	<u>124,800</u> ✓
PRODUCT SUBTOTAL					= <u>130,300</u>
7.25% TAX					= <u>9447<sup>00</sup></u> 9446.75
PRODUCT TOTAL					= <u>139,747<sup>00</sup></u> 139746.75

### DELIVERY

Trinity Center	-	100	Tons at <u>39<sup>00</sup></u>	/T=	<u>3900<sup>00</sup></u> ✓
Lewiston	-	100	Tons at <u>28<sup>00</sup></u>	/T=	<u>2800<sup>00</sup></u> ✓
Douglas City	-	100	Tons at <u>28<sup>00</sup></u>	/T=	<u>2800<sup>00</sup></u> ✓
Junction City	-	125	Tons at <u>43<sup>00</sup></u>	/T=	<u>5375<sup>00</sup></u> ✓
Hawkins Bar	-	200	Tons at <u>50<sup>00</sup></u>	/T=	<u>10,000<sup>00</sup></u> ✓
Hayfork	-	525	Tons at <u>39<sup>00</sup></u>	/T=	<u>20,475<sup>00</sup></u> ✓
Hyampom	-	500	Tons at <u>50<sup>00</sup></u>	/T=	<u>25,000</u> ✓
DELIVERY TOTAL					= <u>70,350<sup>00</sup></u> ✓
GRAND TOTAL					= <u>210,097<sup>00</sup></u> 210096.75

NAME OF COMPANY SUBMITTING QUOTE TULLIS, INC.  
 CONTACT PERSON LYLE TULLIS  
 BUSINESS ADDRESS Box 493416 Redding, CA 96049  
 PHONE NUMBER 530-241-5105  
 SIGNATURE OF VENDOR [Signature]  
 DATE 3-22-2024

**BID SUMMARY**

Bids Recorded By: Christine Sverts

**PROPOSAL NO. 24-2 ASPHALT CONCRETE AND PREMIX**

Bids Opened By: Lisa McNeely

**Date: March 26, 2024**

**Time: 2:00 p.m.**

**Name and Address of Bidder(s):**

**BID - SCHEDULE I**

**BID - SCHEDULE II**

1) Mercer-Fraser Co. PO Box 1006 Eureka, CA 95502 707 443-6371 707 443-0277 fax			
2) J.F. Shea Company PO Box 494519 Redding, CA 96049 530-246-4292 530 246-9940 fax			
3) Eagle Rock, Inc. P.O. Box 1498 Weaverville, CA 96093 530-623-4444 530 623-1984 fax	210,807.75 - 10,540.39 <u>200,267.36</u>		NONE
4) Tom Bess 110 Memory Lane Carlotta, CA 95528 707-768-3427 707 768-3446 fax	NONE		164,822.50
5) Northstate Asphalt / Tullis, Inc. PO Box 493416 Redding, CA 96049 530 241-5105	210,097.00  210,096.75		NONE
6) Dan Palmer Trucking P.O. Box 1109 Anderson, CA 96007 530 365-6355 fax			

## TRINITY COUNTY

### Item Report 3.14

Meeting Date: 4/2/2024

Department:  
Transportation

Contact:  
Panos Kokkas

Phone:  
5306231365

3.14 Agreement: VERO Fiber Networks, LLC.- Conduit sale (24-016)

#### **Requested Action:**

Approve an agreement with VERO Broadband LLC, to VERO FIBER NETWORKS, LLC for the sale of conduit along Lance Gulch Rd.

#### **Fiscal Impact:**

Revenue in the amount of \$141,032.38 to Road Funds.

#### **Summary:**

When the original item for 24-016 was presented to the Board on 2/6/24, the preparation was rushed for the agenda deadline due to the contractor's request for some action to move the item forward. The contract had some errors in the naming of the company for their specific purpose at hand and the naming conundrum was not identified by the DOT Administration during the item entry to NOVUS.

The original item staff report read:

"During design of Lance Gulch Road, consideration was given to prior utility usage along the road. To prevent damage to the road caused by subsequent utility installations, the Board of Supervisors decided that a joint utility trench should be installed during construction. Utilities were consulted to determine potential needs, and multiple conduits were placed within the joint trench to accommodate future installations.

VERO Communications has requested to purchase one of the 4" conduits that was designed for telecommunication use along Lance Gulch Road. The negotiated purchase price of \$141,032.38 is based upon the fractional portion of the construction cost for that conduit.

During design of Lance Gulch Road, consideration was given to prior utility usage along the road. To prevent damage to the road caused by subsequent utility installations, the Board of Supervisors decided that a joint utility trench should be installed during construction. Utilities were consulted to determine potential needs, and multiple conduits were placed within the joint trench to accommodate future installations.

VERO Communications has requested to purchase one of the 4" conduits that was designed for telecommunication use along Lance Gulch Road. The negotiated purchase price of \$141,032.38 is based upon the fractional portion of the construction cost for that conduit."

**Discussion:**

There are many sub companies in the VERO communications business, it can get confusing, but the correct name to use in this case would be the VERO FIBER NETWORKS, LLC name. The VERO contact, Karen Collins, identified the problem and asked for the corrections before she could have the contract signed on their end.

There was a delay in the re-submittal for the replacement agreement while County Counsel was asked for process verification of the changes required. The amended contract version was deemed to require approval at a board meeting, rather than just inserting the clerical correction changes without a board meeting approval process.

Once the corrected agreement presented is approved, the sale will go forward and the money will be collected.

The sale of the Conduit will bring a revenue of \$141,032.38 once the Bill of Sale is completed and signed off by both parties. (At the current stage of approval, the bill of sale is only for the example attached to the contract and is not to be signed).

**Alternatives Including Financial Implications:**

Deny the new replacement agreement and provide direction to staff

**Departmental Recommendation:**

Accept the agreement (replacement of 24-016) and authorize the Chairman to sign the agreement while leaving the attached sample bill of sale unsigned until the future sale execution date.

**ATTACHMENTS:**

## Description

Replacement Agreement for VERO conduit sale

Attachment B\_ Bill of Sale

contractor signature page -signed

Original.Agreement\_24-016\_needs .name.change.contractor

**CONDUIT SALE AND USE AGREEMENT  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
VERO FIBER NETWORKS, LLC.**

THIS CONDUIT SALE AND USE AGREEMENT ("Agreement") is made and entered into this 2nd day of April, 2024 ("Effective Date"), by and between the County of Trinity ("County"), and Vero Fiber Networks, LLC ("Vero").

RECITALS

WHEREAS, County owns utility infrastructure along Lance Gulch Road between the intersections of California State Highway 299 and California State Highway 3 ("Conduit");

WHEREAS, Vero desires to purchase the Conduit; and

WHEREAS, County desires to sell the Conduit to Vero.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, the parties agree to the following:

- I. RECITALS: The above recitals are true and correct and are incorporated in this Agreement as if fully set forth herein.
- II. SALE: County hereby agrees to sell and convey to Conduit to Vero, and Vero hereby agrees to purchase and pay for the Conduit, as more particularly described in Attachment A, in accordance with the terms and subject to the conditions set forth herein.
- III. PURCHASE PRICE: In consideration for the transfer of ownership of the Conduit, Vero agrees to pay \$141,032.38.
- IV. BILL OF SALE: Within fifteen (15) business days after the Effective Date, County shall deliver ownership of the Conduit by executing a bill of sale in the form of Attachment B ("Bill of Sale"). Vero shall countersign the Bill of Sale to acknowledge Vero's agreement with the terms and conditions contained therein. Upon delivery of the Bill of Sale, Vero shall acquire exclusive title to the Conduit on the terms and conditions contained herein.
- V. TERM: The term of this Agreement shall be as long as the duct bank associated with the Conduit exists and is in use by the parties. This Agreement may also be terminated by the mutual written and signed agreement of the parties.
- VI. WARRANTIES: Except for the warrant of good title and as otherwise expressly stated in this Agreement, the County makes no representations or warranties,

express or implied, regarding the Conduit or any other matters contained in this Agreement, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, and all such warranties are hereby disclaimed.

- VII. CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF FACILITIES: After sale, Vero shall be responsible for repair and maintenance of the Conduit and related facilities constructed within associated duct bank.
- VIII. SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- IX. INDEMNIFICATION: Vero agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Vero or its officers, agents, or employees related to the Conduit; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.
- X. COMPLIANCE WITH APPLICABLE LAWS: Vero shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Agreement.
- XI. RELATIONSHIP BETWEEN THE PARTIES: The relationship between the parties shall be that of independent contractor, and not as agent or principal, and no act or omission to act shall be construed to alter this relationship.
- XII. AMENDMENT: This Agreement may be amended or modified only by a writing signed by both parties.
- XIII. WAIVER: Any failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver or any subsequent breach of the same or similar nature.
- XIV. JURISDICTION AND VENUE: This Agreement and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Agreement shall be in Trinity County, California.



XV. ATTACHMENTS: All “Attachments” referred to below or attached to herein are by this reference incorporated into this Agreement:

<b>Designation</b>	<b>Title</b>
Attachment A	Description of Conduit
Attachment B	Form of Bill of Sale

XVI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

Trinity County Department of Transportation  
PO Box 2490  
Weaverville, CA 96093  
(530) 623-1365

If to Vero:

Vero Fiber Networks, LLC  
Attn. Law Department  
1023 Walnut Street  
Boulder, CO 80302  
pmoore@veronetworks.com

XVII. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date written below.

**COUNTY OF TRINITY:**

**VERO FIBER NETWORKS, LLC:**

By: \_\_\_\_\_  
Ric Leutwyler, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

Risk Management Approval

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

By: \_\_\_\_\_  
Laila Cassis, Director  
Human Resources/Risk Management

## ATTACHMENT A

### DESCRIPTION OF CONDUIT

The Conduit referenced in this agreement includes one (1) of the two 4" diameter conduits, identified as "phone" conduits which were installed within the joint trench, as shown on the following construction plans for Lance Gulch Road:

1. Utility Plan sheet numbers 63 through 68 of the plans entitled "Project Plans for Construction on Lance Gulch Road," which was for Phase 1 of construction, which are located in the project files at the Trinity County Department of Transportation, and
2. Utility Plan sheet numbers 65 through 70 of the plans entitled "Project Plans for Construction on Lance Gulch Road Phase 2," which are located in the project files at the Trinity County Department of Transportation

Conduit includes all pull boxes and risers installed for use with the 4" conduit. The 4" conduit was originally intended for use by Verizon, as indicated on the plans, but Verizon later sold their system to Frontier communications. Neither Frontier nor Verizon have entered into an agreement with the County for use of the conduit, and the conduit remains available for purchase.

Due to uncertainty regarding usage, only two pull boxes with risers were installed for the 4" conduit in the "phase 1" segment of the road. The two pull boxes were provided by Verizon for the conduit near the bridge, although the utility was unsure of future plans to utilize the conduit. The conduit terminates on the north end in a Verizon box adjacent to Highway 3, and will need to be intersected for alternative utility use. No other riser for the 4" conduit was installed along this segment of Lance Gulch Road, so risers and pull boxes will need to be installed for the conduit.

On the "phase 2" segment of Lance Gulch Road, Caltrans Standard No. 5 pull boxes were installed with risers. These pull boxes may need to be replaced with appropriately sized pull boxes for the intended use, and sweeps may need to be adjusted.

**ATTACHMENT B**

**BILL OF SALE**



Attachment B

Attach Notary Acknowledgement

Attachment B

**Exhibit A**  
**Conduit Description**

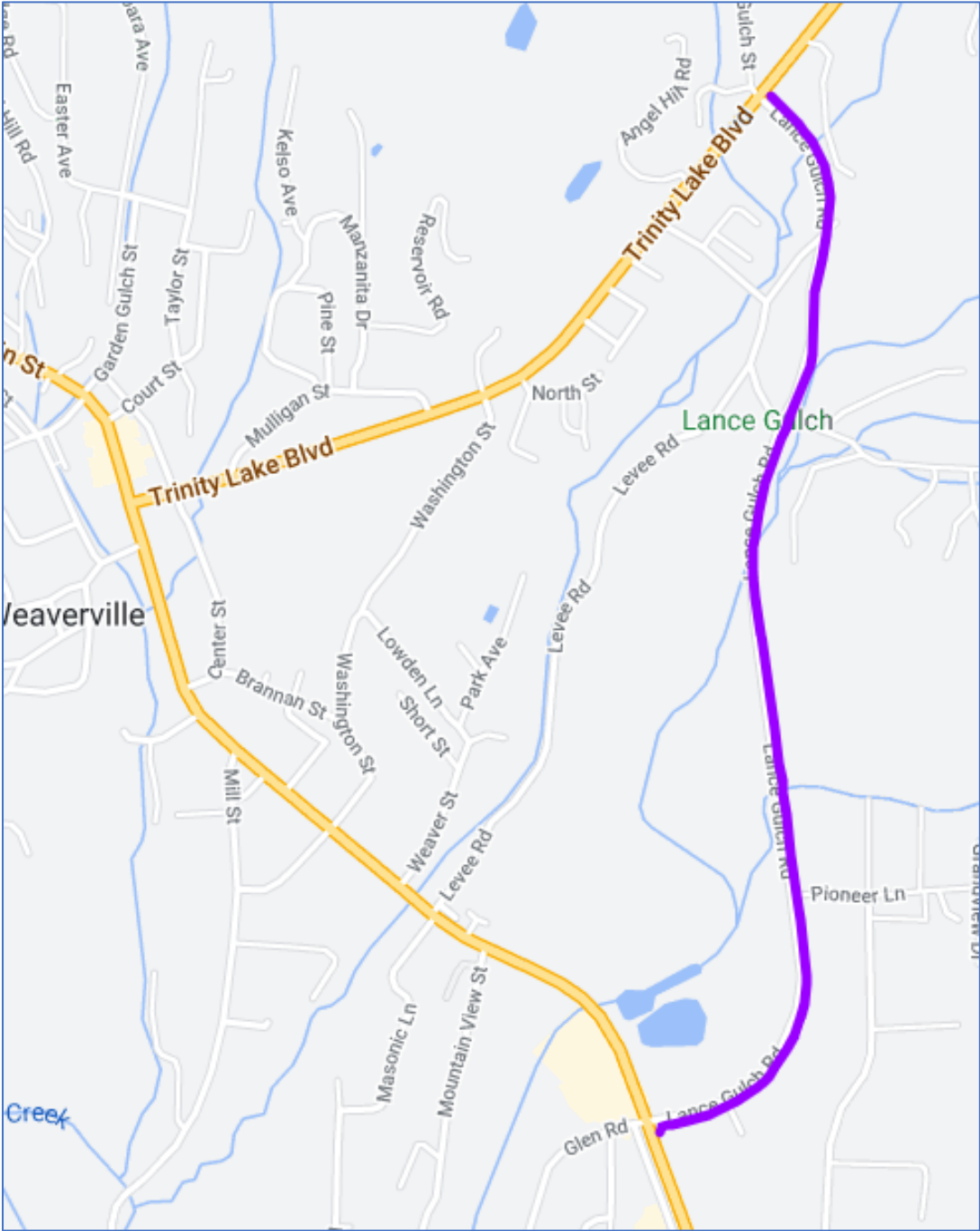
One conduit, that is part of a multi-conduit system, including all related manholes, handholes, and associated appurtenances, and any other support facilities (collectively, the “Conduit”).

One (1) 4-inch conduit approximately 6,900 feet in length running along the east side of the right-of-way of the Lance Gulch Road in Trinity County, California.

The Conduit has endpoints at:

- A manhole at the southeast corner of the intersection of California State Highway 3 and Lance Gulch Road, adjacent to the nearest existing power pole and
- A pull box at the southeast corner of the intersection of California State Highway 299 and Lance Gulch Road.

**Exhibit B  
Conduit Route Map**





IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date written below.

**COUNTY OF TRINITY:**

**VERO FIBER NETWORKS, LLC:**

By: \_\_\_\_\_  
Ric Leutwyler, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: David Hill  
Name: David Hill  
Title: VP of operations  
Date: Mar 16, 2024

Approved as to form:

Risk Management Approval

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

By: \_\_\_\_\_  
Laila Cassis, Director  
Human Resources/Risk Management

**CONDUIT SALE AND USE AGREEMENT  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
VERO COMMUNICATIONS, INC.**

THIS CONDUIT SALE AND USE AGREEMENT ("Agreement") is made and entered into this 6<sup>th</sup> day of February, 2024 ("Effective Date"), by and between the County of Trinity ("County"), and Vero Broadband, LLC ("Vero").

RECITALS

WHEREAS, County owns utility infrastructure along Lance Gulch Road between the intersections of California State Highway 299 and California State Highway 3 ("Conduit");

WHEREAS, Vero desires to purchase the Conduit; and

WHEREAS, County desires to sell the Conduit to Vero.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, the parties agree to the following:

- I. RECITALS: The above recitals are true and correct and are incorporated in this Agreement as if fully set forth herein.
- II. SALE: County hereby agrees to sell and convey to Conduit to Vero, and Vero hereby agrees to purchase and pay for the Conduit, as more particularly described in Attachment A, in accordance with the terms and subject to the conditions set forth herein.
- III. PURCHASE PRICE: In consideration for the transfer of ownership of the Conduit, Vero agrees to pay \$141,032.38.
- IV. BILL OF SALE: Within fifteen (15) business days after the Effective Date, County shall deliver ownership of the Conduit by executing a bill of sale in the form of Attachment B ("Bill of Sale"). Vero shall countersign the Bill of Sale to acknowledge Vero's agreement with the terms and conditions contained therein. Upon delivery of the Bill of Sale, Vero shall acquire exclusive title to the Conduit on the terms and conditions contained herein.
- V. TERM: The term of this Agreement shall be as long as the duct bank associated with the Conduit exists and is in use by the parties. This Agreement may also be terminated by the mutual written and signed agreement of the parties.

- VI. **WARRANTIES:** Except for the warrant of good title and as otherwise expressly stated in this Agreement, the County makes no representations or warranties, express or implied, regarding the Conduit or any other matters contained in this Agreement, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, and all such warranties are hereby disclaimed.
- VII. **CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF FACILITIES:** After sale, Vero shall be responsible for repair and maintenance of the Conduit and related facilities constructed within associated duct bank.
- VIII. **SEVERABILITY:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- IX. **INDEMNIFICATION:** Vero agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Vero or its officers, agents, or employees related to the Conduit; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.
- X. **COMPLIANCE WITH APPLICABLE LAWS:** Vero shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Agreement.
- XI. **RELATIONSHIP BETWEEN THE PARTIES:** The relationship between the parties shall be that of independent contractor, and not as agent or principal, and no act or omission to act shall be construed to alter this relationship.
- XII. **AMENDMENT:** This Agreement may be amended or modified only by a writing signed by both parties.
- XIII. **WAIVER:** Any failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver or any subsequent breach of the same or similar nature.
- XIV. **JURISDICTION AND VENUE:** This Agreement and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Agreement shall be in Trinity County, California.

XV. ATTACHMENTS: All "Attachments" referred to below or attached to herein are by this reference incorporated into this Agreement:

Designation	Title
Attachment A	Description of Conduit
Attachment B	Form of Bill of Sale

XVI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

Trinity County Department of Transportation  
PO Box 2490  
Weaverville, CA 96093  
(530) 623-1365

If to Vero:

Vero Fiber Networks, LLC  
Attn. Law Department  
1023 Walnut Street  
Boulder, CO 80302  
[PHONE AND/OR EMAIL]


XVII. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

[signature page to follow]

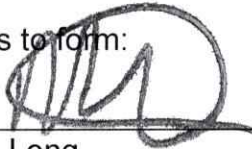
IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date written below.

COUNTY OF TRINITY:

VERO BROADBAND, LLC:

By:   
Ric Leutwyler, Chairman  
Trinity County Board of Supervisors  
Date: 2/16/2024

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: See Attached

Approved as to form:  
  
By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

Risk Management Approval  
By:   
Laila Cassis, Director  
Human Resources/Risk Management

## ATTACHMENT A

### DESCRIPTION OF CONDUIT

The Conduit referenced in this agreement includes one (1) of the two 4" diameter conduits, identified as "phone" conduits which were installed within the joint trench, as shown on the following construction plans for Lance Gulch Road:

1. Utility Plan sheet numbers 63 through 68 of the plans entitled "Project Plans for Construction on Lance Gulch Road," which was for Phase 1 of construction, which are located in the project files at the Trinity County Department of Transportation, and
2. Utility Plan sheet numbers 65 through 70 of the plans entitled "Project Plans for Construction on Lance Gulch Road Phase 2," which are located in the project files at the Trinity County Department of Transportation

Conduit includes all pull boxes and risers installed for use with the 4" conduit. The 4" conduit was originally intended for use by Verizon, as indicated on the plans, but Verizon later sold their system to Frontier communications. Neither Frontier nor Verizon have entered into an agreement with the County for use of the conduit, and the conduit remains available for purchase.

Due to uncertainty regarding usage, only two pull boxes with risers were installed for the 4" conduit in the "phase 1" segment of the road. The two pull boxes were provided by Verizon for the conduit near the bridge, although the utility was unsure of future plans to utilize the conduit. The conduit terminates on the north end in a Verizon box adjacent to Highway 3, and will need to be intersected for alternative utility use. No other riser for the 4" conduit was installed along this segment of Lance Gulch Road, so risers and pull boxes will need to be installed for the conduit.

On the "phase 2" segment of Lance Gulch Road, Caltrans Standard No. 5 pull boxes were installed with risers. These pull boxes may need to be replaced with appropriately sized pull boxes for the intended use, and sweeps may need to be adjusted.

## ATTACHMENT B

### BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that, for \$141,032 and 38/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County of Trinity, a political subdivision of the State of California ("Seller") does hereby grant, bargain, sell, assign, transfer, convey and set over unto Vero Broadband, LLC, a Colorado limited liability company ("Buyer") all right, title and interest in the conduit ("Conduit"), more fully described in Exhibit A attached hereto.

Seller hereby represents and warrants to Buyer that (i) immediately prior to the delivery of this Bill of Sale, Seller was the sole owner of the full legal and beneficial title to the Conduit and that Seller had the good and lawful right to sell the same; (ii) good and marketable title to the Conduit is hereby vested in Buyer free and clear of all liens, claims, encumbrances and rights of others; (iii) the Conduit is, as of the date of this instrument, to the best of Seller's knowledge and belief in good working order and condition pursuant to commonly accepted telecommunications industry standards and in compliance with applicable laws, codes and regulations; (iv) to the best of Seller's knowledge and belief, no regulatory or other private or governmental approvals are necessary to convey the Conduit to Buyer; (v) Seller is not aware of any pending or threatened action by a governmental or other entity that would require the relocation or protection of the Conduit, (vi) all taxes and assessments relating to the Conduit which are attributable to periods prior to the date of this instrument have been or shall be properly rendered by the filing of timely returns and reports and promptly paid by Seller; (vii) to the best of Seller's knowledge and belief, the Conduit is lawfully located entirely within public rights-of-way and/or private easements; and (viii) Seller has all underlying rights necessary to own, maintain and operate the Conduit in its current location, if any.

ATTACHMENT B

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered in its name this 6th day of February, 2024.

SELLER:

TRINITY COUNTY, CALIFORNIA

By:

*[Handwritten signature in blue ink]*

Name:

*Ric Lewtwyler, Chairman*

Date:

*2/6/2024*

STATE OF CALIFORNIA )

COUNTY OF TRINITY )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 6th day of February, 2024, by \_\_\_\_\_, who is either personally known to me or has produced satisfactory identification.

Notary Public \_\_\_\_\_

Print Name \_\_\_\_\_

My commission expires \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_, County Attorney



## ATTACHMENT B

### **Exhibit A Conduit Description**

One conduit, that is part of a multi-conduit system, including all related manholes, handholes, and associated appurtenances, and any other support facilities (collectively, the “Conduit”).

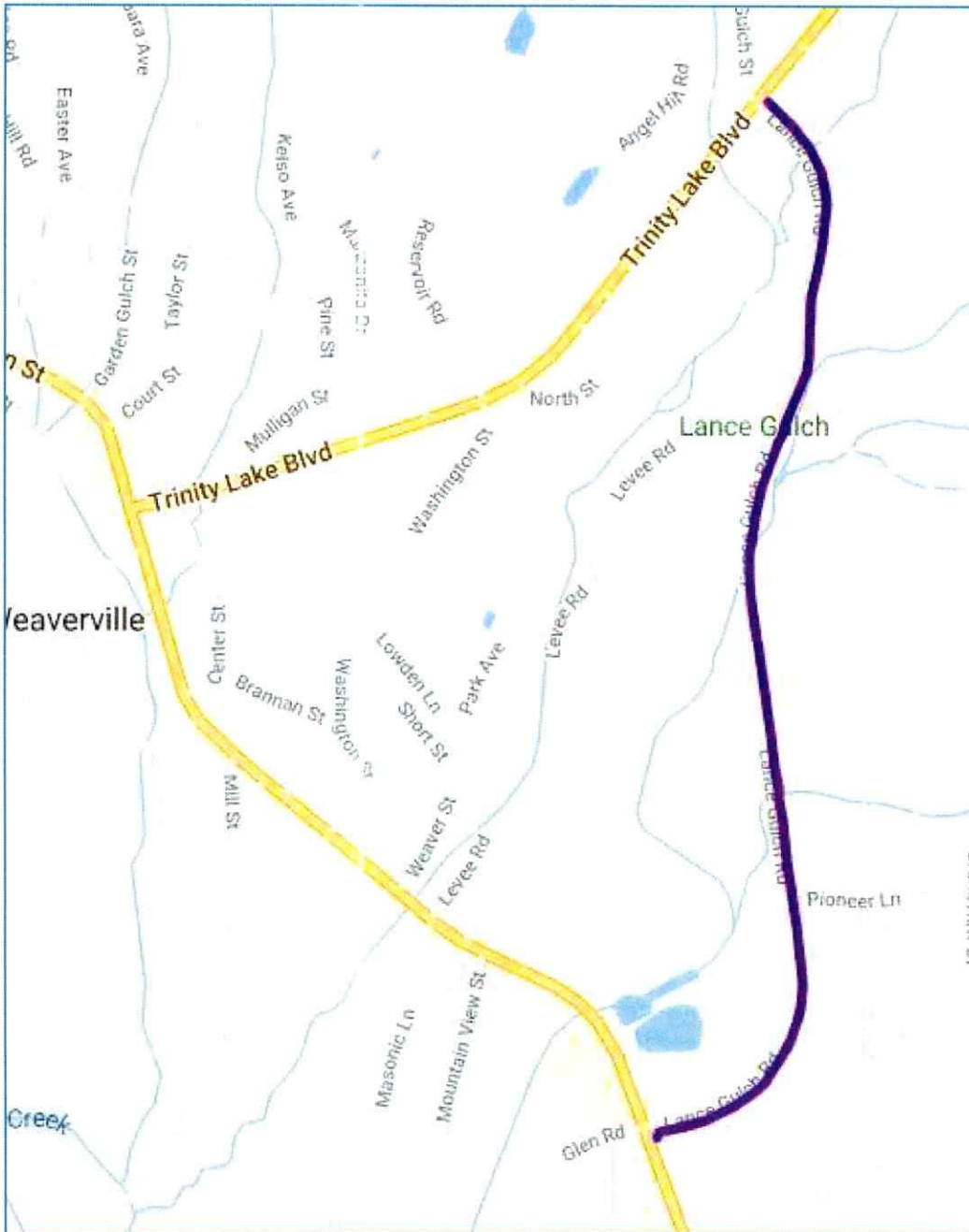
One (1) 4-inch conduit approximately 6,900 feet in length running along the east side of the right-of-way of the Lance Gulch Road in Trinity County, California.

The Conduit has endpoints at:

- A manhole at the southeast corner of the intersection of California State Highway 3 and Lance Gulch Road, adjacent to the nearest existing power pole and
- A pull box at the southeast corner of the intersection of California State Highway 299 and Lance Gulch Road.

ATTACHMENT B

Exhibit A  
Conduit Route Map



**TRINITY COUNTY**  
Item Report 3.15

Meeting Date: 4/2/2024

Department:  
Transportation

Contact:  
Panos Kokkas

Phone:  
623-1365

3.15 Agreement - VSS Emultech - Schedule II (24-021B)

**Requested Action:**

Approve an agreement with V.S.S. Emultech to provide Asphaltic Emulsions Schedule II for chip sealing and fog sealing roads.

**Fiscal Impact:**

\$34,310 from 105 - Road Maintenance and Rehab (RMRA) fund.

**Summary:**

Annually staff releases a request for quotation for Asphaltic Emulsions which is oil used for chip sealing and fog sealing roads. The quantities on the quotation form are determined by the annual budget. If the bid results are different than the estimate, further review is done to see if work can be added or eliminated as required. This year's estimate was for approximately 75 tons of CQS-1H 50/50 oil requested for Schedule II.

**Discussion:**

Two vendors submitted bid proposals to the County. V.S.S. Emultech of Redding, Ca had the lowest bid for Schedule II in the amount of \$34,310.00. Total cost of emulsions is included in the Road – RMRA Department budget under Special Departmental Expense.

**Alternatives Including Financial Implications:**

Deny award and provide Staff this direction

**Departmental Recommendation:**

Award contract for Asphaltic Emulsions Schedules II

**ATTACHMENTS:**

Description  
Agreement  
Bid Summary  
RFQ  
Bid Docs

**AGREEMENT FOR SUPPLYING  
COUNTY OF TRINITY  
WITH  
ASPHALT EMULSIONS**

THIS AGREEMENT made this 2nd day of April, 2024, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and VSS INTERNATIONAL, Inc, dba VSS EMULTECH, hereinafter referred to as "VENDOR".

WITNESSETH:

WHEREAS, COUNTY has invited Quotations for the furnishing of Asphaltic Emulsions; and

WHEREAS, VENDOR has submitted a Quotation in response to the County's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with asphaltic emulsions as outlined on the COUNTY'S "Request for Quotation" dated February 22, 2024 and in accordance with VENDOR'S quotation form. (copy attached hereto)
2. Asphaltic emulsions delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.
3. This Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery thereof except representations as are specifically set forth herein. Any modification or change shall be duly executed in writing by mutual consent of both parties.
4. VENDOR shall make deliveries during working days.
5. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and so govern to the exclusion of the laws of any other forum without regard to the jurisdiction in which the action or special proceeding may be instituted.
6. Insurance is required as shown in Exhibit A (copy attached).

7. This Agreement shall cover the period of April 1, 2024 through December 31, 2024, with the option to extend for one additional year by mutual consent between COUNTY and VENDOR.
8. INDEMNIFICATION: Vendor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Vendor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.
9. COMPLIANCE WITH APPLICABLE LAWS: The Vendor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
  - A. Vendor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all Federal, State, and local laws and ordinances applicable to the work.
10. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
11. Nothing in this Agreement shall be construed to require COUNTY to purchase any minimum amount of asphaltic emulsions under the Agreement. VENDOR shall submit a claim for payment according to established COUNTY procedures based on purchase orders submitted by COUNTY.
12. COUNTY reserves the right to purchase asphaltic emulsions from other suppliers.
13. Failure to comply with any of the provisions of this Agreement on part of VENDOR may result, at COUNTY'S discretion, in immediate termination of this Agreement.
14. This Agreement may be extended on an annual basis, without rebidding, by mutual consent of COUNTY and VENDOR.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

BY: \_\_\_\_\_  
 "VENDOR"  
 Jordan X. Reed - Secretary | Treasurer

"COUNTY OF TRINITY"  
 BY: \_\_\_\_\_  
 RIC LEUTWYLER  
 CHAIRMAN-Board of Supervisors  
 County of Trinity  
 "COUNTY"

ATTEST:  
 Clerk of the Board of Supervisors

BY: \_\_\_\_\_  
 Deputy

**TRINITY COUNTY  
BID SUMMARY**

**PROPOSAL NO. 24-1 Asphaltic Emulsions**

Date: March 20, 2024  
Time: 11:00 AM

Page 1 of 1

Recorded By: Lisa McKeely

Opened By: Andy Pence

Engineers Estimate: N/A

Budgeted Amount: N/A

**Name and Address of Bidders:**

Name and Address of Bidders:	Schedule I	Schedule II	Schedule III	Schedule IV
Albina Asphalt 801 Main St. Vancouver, WA 98660 Kevin.Jeffers@Albina.com	\$ <del>300,000.00</del> 240,928.00	\$ 300,49.38	\$	\$
960 816 8014 cel 503-705-8735 W. S. S. Emultech3785 Channel Dr. West Sacramento, CA 95691 Attn: Jim Richmond james.richmond@slurry.com	\$ 250,945.00	\$ 34,310.00	\$	\$
Granite Rock 1321 Lowrie Ave. South San Francisco, CA 95004-9601 mmadera@graniterock.com	\$	\$	\$	\$
Gen. Office ph. 650 869 3300 Western Emulsions 382 East Live Oak Inwindale, CA 91706 Attn: Matthew Connaroe: 818 631-9098 cabids@westernemulsions.com	\$	\$	\$	\$



# COUNTY OF TRINITY

## DEPARTMENT OF TRANSPORTATION

Panos Kokkas, P.E., Director  
Lisa McNeely, Administration

31301 State Hwy 3; P.O. Box; 2490, Weaverville, California 96093  
Phone (530) 623-1365; Fax (530) 623-5312; Email; [tcidot@trinitycounty.org](mailto:tcidot@trinitycounty.org)

February 22, 2024

### REQUEST FOR QUOTATION

Proposals for furnishing Asphaltic Emulsions to the Trinity County Department of Transportation will be received in our office located at 31301 State Highway 3, PO Box 2490, Weaverville, CA, 96093, until the hour of 11:00 a.m., on March 20, 2024 at which time they will be publicly opened and read.

Specifications, quantities, delivery point, and other pertinent information, are as described on the attached specification sheets and proposal forms. Copies can be obtained by contacting Ron Hanover Jr. at the Department of Transportation, P.O. Box 2490, 31301 State Highway 3, Weaverville, CA, 96093, (530) 623-1365.

No proposal will be considered unless it is made on the blank form furnished by the County of Trinity, and made in accordance with provisions set forth in the specifications.

Proposals are required for the entire work described in the specifications. Proposals may be made for one, any combination of or all of Schedules.

Proposals are to be submitted to the Department of Transportation prior to the specified opening time, in sealed envelopes, clearly identified, as **PROPOSAL NO. 24-1, ASPHALTIC EMULSIONS on the front of the envelope.** All proposals received after the specified opening time will not be considered and will be returned unopened.

A contract for these products will be let per individual schedule and award will be made to the lowest responsible vendor for each schedule.

One copy of the agreement is attached. The contract period shall be from April 1, 2024 through December 31, 2024, with the option to extend for one year by mutual consent between COUNTY and VENDOR.


Trinity County Code Section 3.08.080 grants a five percent (5%) bid preference to local bidders.

The County of Trinity reserves the right to reject any or all proposals and to waive any irregularity in any proposal received.

The agreement may be extended on an annual basis, without rebidding, by mutual consent of County and Vendor.

Proposals shall be valid for 30 days.

**THIS IS NOT AN ORDER**

SIGNED:   
PANOS KOKKAS  
DIRECTOR OF TRANSPORTATION

# PROPOSAL FORM

## SCHEDULE II – Page 1

### CQS-1H - ASPHALTIC EMULSIONS

NAME OF VENDOR VSS International, Inc. dba VSS Emultech

ADDRESS 3785 Channel Drive, West Sacramento, CA 95691

POINT OF LOCATION 7200 Pit Road, Redding, CA 96001

The undersigned, as Vendor, agrees to furnish the Trinity County Department of Transportation with asphalt materials at the prices shown in the following schedule, during the period of April 1, 2024 through December 31, 2024. Unit prices include all charges for the material, F.O.B. County of Trinity's designated trucks, at Vendor's plant, including all applicable current taxes, except sales tax, which may be added to billings unless exemption is requested by the County for occasional resale to other agencies.

<u>TYPE OF MATERIAL</u>	<u>EST. QTY. (TONS)</u>	<u>UNIT PRICE (PER TON) F.O.B. VENDOR'S PLANT LOCATION SHOWN ABOVE</u>		
ASPHALTIC EMULSIONS				
CQS-1H- 50/50	75	\$ 303.00	\$ 22,275.00	22,725.00
		\$ N/A	\$ N/A	
		7.25% Tax	\$ INCLUDED	
ITEM 1:		<u>TOTAL PRODUCT COST</u>	\$ 22,275.00	22,725.00



**SCHEDULE II– Page 2**

**CQS-1H - ASPHALTIC EMULSIONS**

Using current freight rates we find that delivery cost from our plant to various Trinity County locations are as follows for truck load lots of Asphaltic Emulsions, applicable taxes and charges included:

1. FREIGHT RATES:

<u>LOCATION</u>	<u>EST. QTY. TONS</u>	<u>DELIVERY</u>			
Eagle Cr Rd	5	\$ <u>46.00/ton</u>	PER TON	\$ <u>230.00</u>	✓
Douglas City	20	\$ <u>31.00/ton</u>	PER TON	\$ <u>620.00</u>	✓
Lewiston	10	\$ <u>30.00/ton</u>	PER TON	\$ <u>300.00</u>	✓
Zenia Lake Mt Rd	5	\$ <u>58.00/ton</u>	PER TON	\$ <u>290.00</u>	✓
Hawkins Bar	10	\$ <u>48.00/ton</u>	PER TON	\$ <u>480.00</u>	✓
Guy Covington	20	\$ <u>39.00/ton</u>	PER TON	\$ <u>780.00</u>	✓
Hayfork	5	\$ <u>39.00/ton</u>	PER TON	\$ <u>195.00</u>	✓
		\$ <u>N/A</u>	PER TON	\$ <u>N/A</u>	

All Freight Rates Are Minimum 24 Tons Per Load

ITEM 2:            TOTAL DELIVERY COST    \$ 2,895.00    ✓

## SCHEDULE II – Page 3

### CQS-1H - ASPHALTIC EMULSIONS

II. ACCESSORIAL CHARGES:

1. SPREADING CHARGES:

Spreader Truck – Hrs. Free Time	<u>2</u>				
Charge Thereafter (per hour)	\$ <u>275.00</u>	X	<u>16</u> *	hrs =	<u>\$4,400.00</u> ✓
Transport Truck – Hrs. Free Time	<u>2</u>				
Charge Thereafter (per hour)	\$ <u>125.00</u>	X	<u>16</u> *	hrs =	<u>\$2,000.00</u> ✓

2. DEMURRAGE CHARGES: (unload into County tank)

Hrs. Free Time	<u>2</u>				
Charge Thereafter (per hour)	\$ <u>125.00</u>	X	<u>16</u> *	hrs =	<u>\$2,000.00</u> ✓

3. HAUL BACK:

Estimate Quantity 5 Ton @	<u>\$58.00</u>	Per Ton =	<u>\$290.00</u>	✓
---------------------------	----------------	-----------	-----------------	---

ITEM 3:	TOTAL ACCESSORIAL CHARGES	<u>\$ 8,690.00</u>	✓
---------	---------------------------	--------------------	---

Award To Be Based on GRAND TOTAL of	<u>\$ 34,310.00</u>	✓
Product Cost (Item 1)		
Delivery Cost (Item 2)		
Accessorial Charges (Item 3)		

\* In determining the low bidder on this Schedule, the County will refer to the "Grand Total" of items 1, 2, and 3 above, Product Costs, Delivery Cost, and Accessorial Charges. All bids submitted must allow two (2) hours free time for spreading and must include an hourly rate thereafter for spreading. The County will then multiply that rate by the projected number of hours, using the same number of hours in comparing all bids. All bids must also include two (2) hours free time for demurrage and must include an hourly rate thereafter. The County will insert the projected number of hours, and will use the same number of hours in comparing all bids. Haul-back charges will be based upon each bidder's rate per ton, multiplied by the amount of 5 tons to arrive at a total.


Spaces marked with an asterisk (\*) will be filled in by County. All others to be filled in by Vendor.

**SCHEDULE II – Page 4**

**CQS-1H - ASPHALTIC EMULSIONS**

We agree to furnish the Trinity County Department of Transportation, materials shown on above Proposal Schedule II in conformance with the conditions and prices set forth on said Schedule II and in conformance with the specification attached hereto, for the period April 1, 2024 through December 31, 2024.

SUBMIT IN QUADRUPLICATE IN SEALED ENVELOPE.  
ATTACH SPECIFICATION SHEETS

COMPANY VSS International, Inc dba VSS Emultech  
SIGNATURE   
TITLE Jordan Reed, Treasurer



## VSS EMULTECH

W. Sacramento, CA 95691  
 3785 Channel Drive  
 Ph: (916) 371-8480  
 Fx: (916) 371-2457

Redding, CA 66001  
 7200 Pit Road  
 Ph: (530) 241-1364  
 Fx: (530) 246-2912

Bakersfield, CA 93308  
 3800 Gilmore Avenue  
 Ph: (661) 323-5904  
 Fx: (661) 323-2737

### Product Data Sheet CQS-1H

Tests	Test Method	Typical Result	Specification	
			min	max
Viscosity @ 25°C, SFs	AASHTO T59	24.0	15	90
Sieve, %	AASHTO T59	0.0	-	0.30
Residue by Distillation, % by wt.	AASHTO T59	60.0	57.0	-
Storage Stability, 1 day, %	AASHTO T59	0.1	-	1.0
Particle Charge	AASHTO T59	Positive	Positive	
<b>Tests on Residue</b>				
Penetration @ 25°C, 100 g, 5 sec	AASHTO T49	65	40	90
Ductility @ 25°C, mm	AASHTO T51	450+	400	-
Solubility, %	AASHTO T44	99.9	97	-

**TRINITY COUNTY**  
Item Report 3.16

Meeting Date: 4/2/2024

Department:  
Transportation

Contact:  
Panos Kokkas

Phone:  
5306231365

3.16 Bid/Agreement: Construction of Trinity Dam Blvd (PM 22.9)(24-052)

**Requested Action:**

Take the following actions regarding a 2017 storm damage repair Trinity Dam Blvd. PM 22.9, County Project No. 17-0411:

1. Adopt the plans and specification for the 2017 storm damage repair Trinity Dam Blvd. PM 22.9, County Project No. 17-0411.
2. Authorize the Director of Transportation to sign the Notice to Contractors;
3. Authorize the Department of Transportation to advertise for competitive bids;
4. Authorize the Director of Transportation to execute a construction contract with the lowest responsive bidder, provided the contract amount does not exceed available project funds; or reduce scope of work to stay within available funds; or to reject all bids; and authorize the Director of Transportation to approve all construction contract change orders up to 10% of the bid amount, provided the contract amount does not exceed available funds for the project.

**Fiscal Impact:**

Construction cost is estimated to be \$280,000, of that ER funds will reimburse 88.53% of the total cost; and CalOES pays 75% of the remaining cost, leaving 2.87% to be paid with local county match funds from the RMRA Road fund.

**Summary:**

These actions will allow the Department of Transportation to solicit competitive bids, expedite the contract award, and proceed with construction of the project in a timely manner.

On January 2024, the federal Emergency Relief (ER) program finally released funding for the storm damage that happened on Trinity Dam Blvd. PM 22.9 back in the winter of 2017. Trinity County Department of Transportation in conjunction with an engineering consultant GHD prepared plans, specifications and estimates for the construction during the summer/fall 2024.

**Discussion:**

Once approved this project will be advertised and be awarded the Spring 2024, with construction beginning around late summer (to allow soils to dry) and completed by Fall 2024.

**Alternatives Including Financial Implications:**

1. Approve the recommended actions above.
2. Reject the recommended actions and provide alternate direction to staff.

**Departmental Recommendation:**

Approve the recommended actions.

**ATTACHMENTS:**

Description

Trinity Dam Plans 22.9PM

Special Provisions Book 1

Special Provisions Book 2

Appendix\_A QAP

# COUNTY OF TRINITY DEPARTMENT OF PUBLIC WORKS

## PROJECT PLANS FOR CONSTRUCTION OF ER STORM DAMAGE REPAIR TRINITY DAM BLVD AT P.M. 22.9 FEDERAL PROJECT NO. ER-32LO(574) CONTRACT NO.: 22-ROAD-01

TO BE SUPPLEMENTED BY STATE OF CALIFORNIA DEPARTMENT  
OF TRANSPORTATION 2018 STANDARD PLANS, 2018 STANDARD SPECIFICATIONS, AND LATEST  
REVISED STANDARD PLANS AND SPECIFICATIONS.

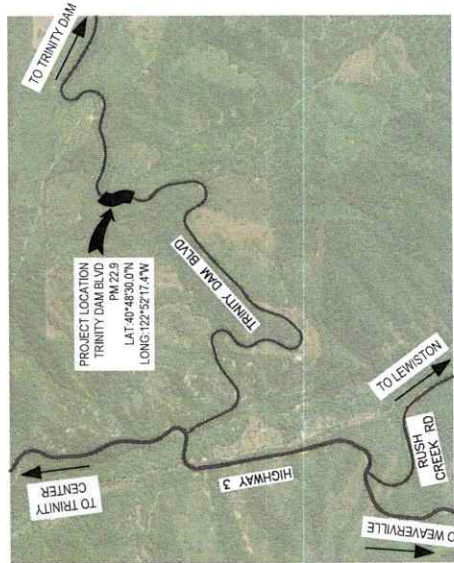


**SHEET LIST TABLE**

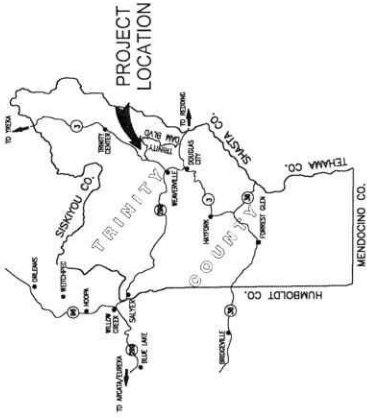
SHEET	SHEET TITLE
1	TITLE SHEET
2	TRAFFIC CONTROL STAGING/STOCKPILING PLAN
3	SURVEY CONTROL PLAN
4	TYPICAL SECTIONS
5	ROADWAY PLAN

**NOTES**

1. THE CONTRACTOR SHALL HAVE A CLASS "A" LICENSE FOR THIS PROJECT.
2. STANDARD PLAN LIST APPLICABLE TO THIS CONTRACT INCLUDED IN THE SPECIAL PROVISIONS.
3. GEOTECHNICAL MEMORANDUM: BAJADA GEOSCIENCES, INC. 2022.



VICINITY MAP  
NOT TO SCALE



LOCATION MAP  
NOT TO SCALE

RECOMMENDED

*Brandon Tenney, PE*  
BRANDON TENNEY, PE  
RCE 83928  
CIVIL ENGINEER  
GHD INC

08/11/2023  
DATE



APPROVED AS TO FORM

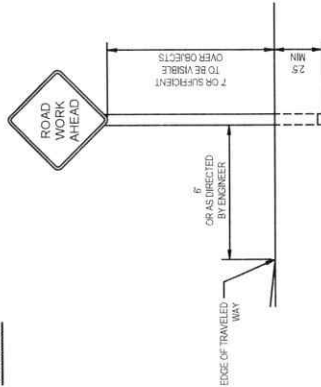
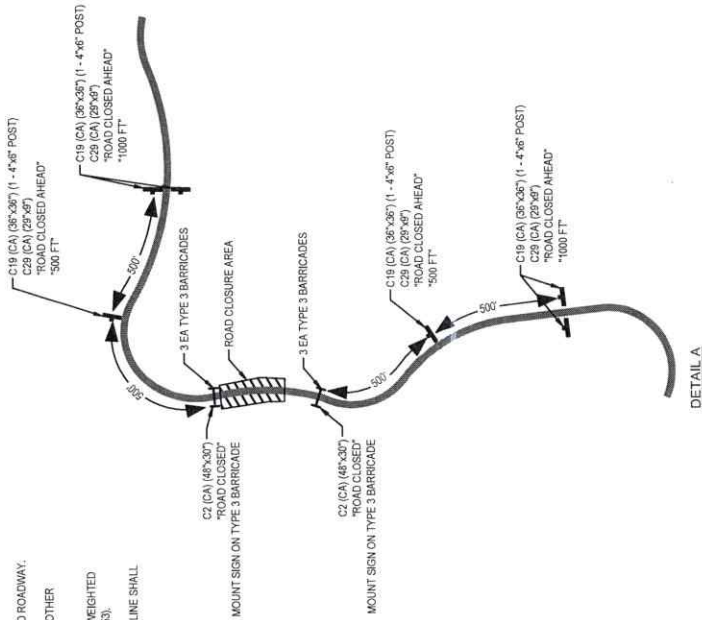
FRANCIS KOKKAS, PE  
DIRECTOR OF TRANSPORTATION  
COUNTY OF TRINITY

DATE

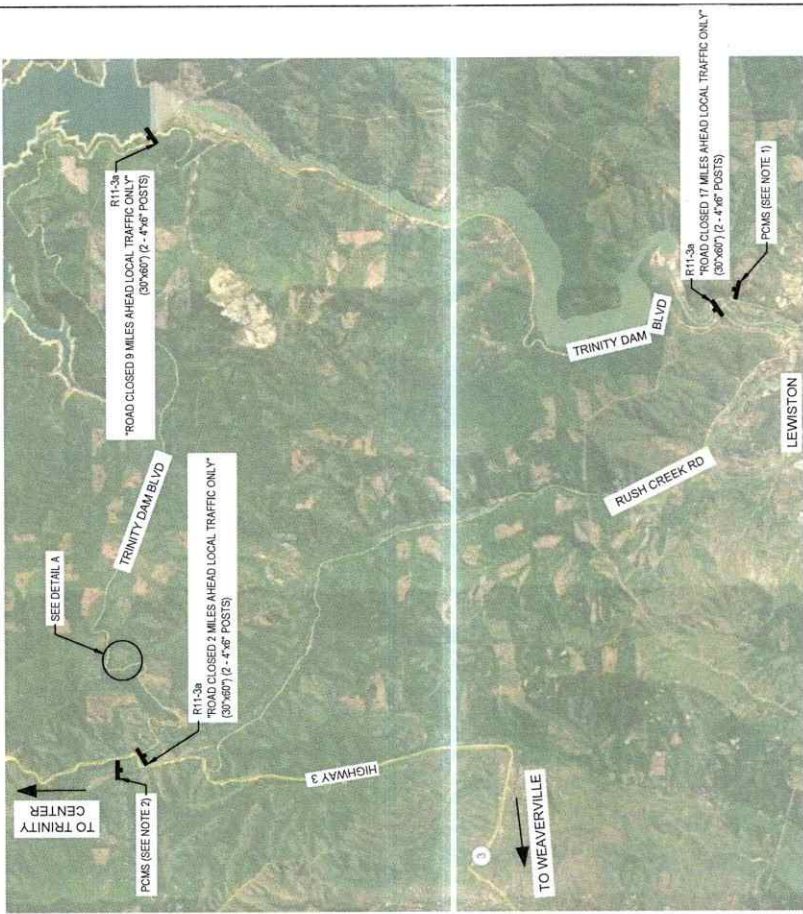
Blot is new and on original this sheet. 1"		Review of Documents: This project is a preliminary design. It is not intended for construction. It is for informational purposes only. It is not to be used for any other purpose without the written consent of the engineer.	
Client	Trinity County	Designer	B. Tenney
Project	Trinity Dam Blvd PM 22.9	Design Check	B. Washam
Title	Title Sheet	Project	20110223
Project No.	1127184	Date	08/11/2023
ANSID	AS SHOWN	Scale	AS SHOWN
Sheet	1 of 5	Scale	1-1

**STOCKPILE NOTES:**

1. STOCKPILES SHALL BE PLACED AND MAINTAINED WITHIN THE CLOSED ROADWAY.
2. STOCKPILES SHALL HAVE FIBER ROLLS, HAY BALES, SILT FENCE, OR OTHER APPROVED LINEAR BARRIER AROUND THE ENTIRE PERIMETER.
3. WHEN NOT IN USE, STOCKPILES SHALL BE COVERED WITH PLASTIC, WEIGHTED DOWN WITH SANDBAGS OR EQUIVALENT (AS PER STANDARD PLAN TS3).
4. IF TEMPORARY CULVERTS ARE INSTALLED IN THE DITCH LINE, DITCH LINE SHALL BE RECONSTRUCTED PRIOR TO COMPLETION OF THE PROJECT.



**TYPICAL STATIONARY CONSTRUCTION AREA SIGNS**



**CONSTRUCTION SIGN NOTES:**

1. ROAD CLOSED PCMS: ACTIVATE DURING ROAD CLOSURE.
  - TRINITY DAM BLVD CLOSED FRAME 1
  - USE RUSH CREEK RD FRAME 2
2. ROAD CLOSED PCMS: ACTIVATE DURING ROAD CLOSURE.
  - TRINITY DAM BLVD CLOSED FRAME 1
  - USE RUSH CREEK RD FRAME 2
3. EXACT SIGN LOCATIONS TO BE DETERMINED BY THE ENGINEER.
4. ALL WARNING SIGNS SHALL HAVE A BLACK LEGEND AND BORDER ON ORANGE BACKGROUND.
5. ALTERNATIVE POST CONFIGURATION TO BE APPROVED BY ENGINEER.
6. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CMUTCD) AND CALTRANS 2019 STANDARD PLANS.
7. MAINTAIN ALL SIGNS THROUGHOUT DURATION OF CONSTRUCTION.

Client: Trinity County Project: Trinity Dam Blvd PM 22 9 Title: Traffic Control, Staging & Stockpiling Plan		Designer: B. Tenney Design: B. Winkler Check: B. Winkler Project: 09110202 Date: 09/11/2022 Scale: AS SHOWN	
Project No.: 11217194 ANSD (Sheet No.): TC-1		Sheet 2 of 5	



**LEGEND**



**TEMPORARY CONTROL POINTS**

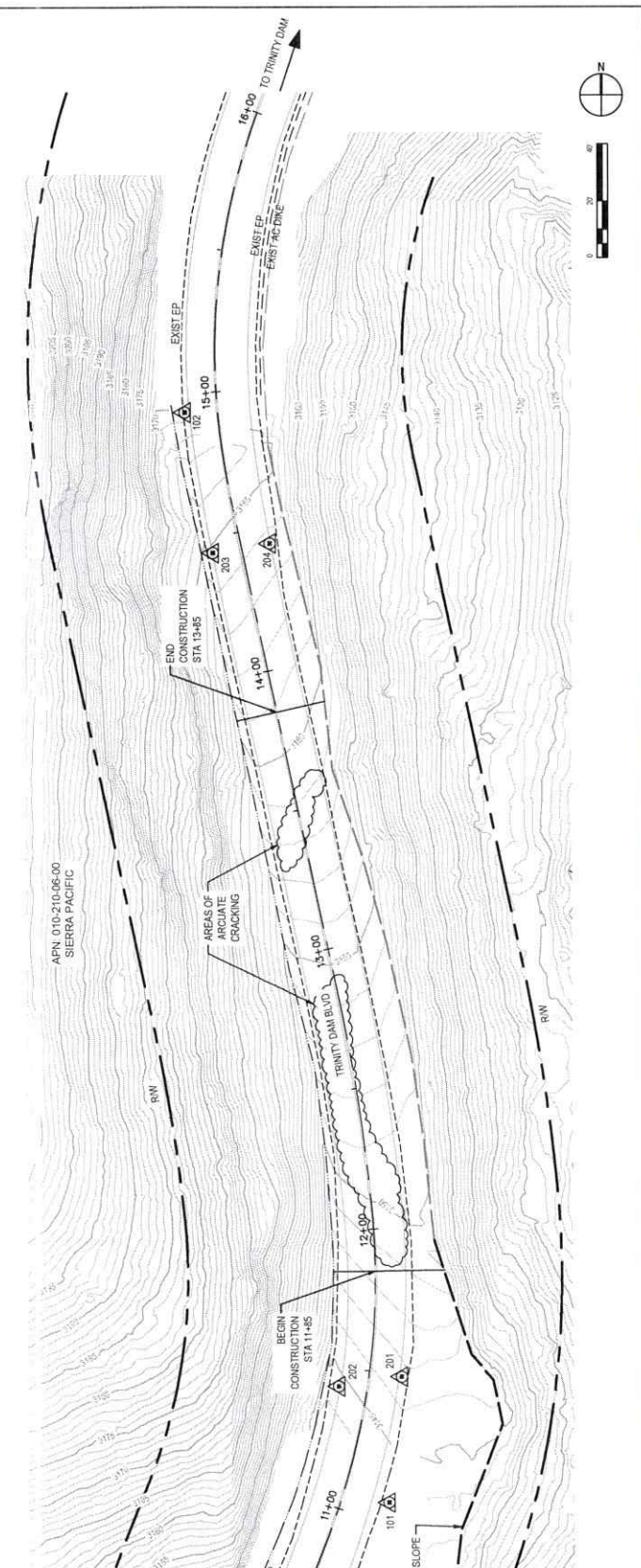
POINT #	DESCRIPTION	ELEVATION	NORTHING	EASTING
101	CP 60D	3143.713	2178891.1480	6320481.7160
102	CP 60D	3168.183	2179075.1210	6320410.8590
201	FX	3146.823	2178735.7460	6320466.3790
202	FX	3144.595	2178732.4230	6320464.2220
203	FX	3188.318	2179625.7240	6320420.8800
204	FX	3183.742	2179629.0960	6320440.7760

**GENERAL NOTES**

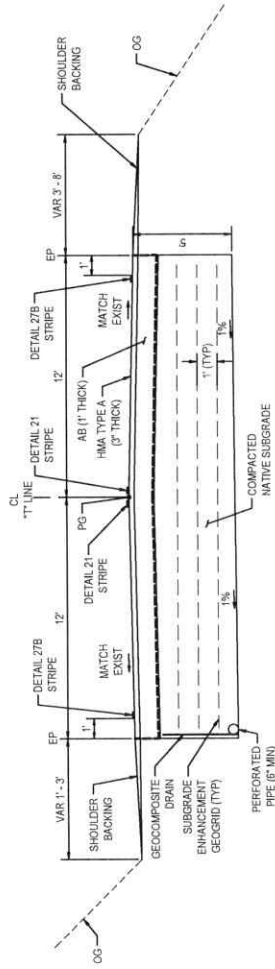
1. THE PURPOSE OF THIS SURVEY IS TO DETERMINE TOPOGRAPHY FOR A STORM DAMAGE REPAIR SITE AT POST MILE 22.8 OF TRINITY DAM BOULEVARD. THIS SURVEY REFLECTS CONDITIONS AT THE TIME OF SURVEY. FIELD WORK WAS PERFORMED BY GHD USING LEICA FLIGHT SURVEY TECHNIQUES IN AUGUST 2020.
2. COORDINATES FOR THIS SURVEY ARE CALIFORNIA COORDINATE SYSTEM OF 1983 (CS83) ZONE 1, NAD 83 (2011). EPOCH 2010.0 BASED ON A STATIC GPS CONTROL SURVEY USING THE NGS OPUS POST PROCESSING SOFTWARE. THE CONTROL POINT USED AS POINT 50 WAS HAS A MAPPING ANGLE IS 1 DEGREE 20 MINUTES 45 SECONDS. ALL DISTANCES SHOWN SHOULD BE DIVIDED BY THE COMBINED SCALE FACTOR OF CS83/83 TO OBTAIN GROUND DISTANCES. MAPPING ANGLE AND GRID SCALE FACTOR ARE TAKEN AT CONTROL POINT NUMBER 50. A 5/8 INCH REBAR AND PLASTIC PLUG "PMS CONTROL". ELEVATIONS ARE NAVD 88 DATUM BASED ON OPUS SOLUTION UTILIZING THE GEOID 12B MODEL. AN ELEVATION OF 2760.36 FEET WAS MEASURED AT THE AFOREMENTIONED CONTROL POINT 50.

**GENERAL NOTES**

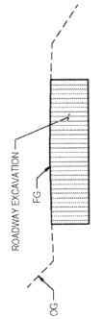
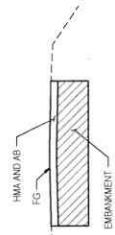
1. CONTRACTOR MUST COMPLY WITH BUSINESS AND PROFESSIONS CODE SECTION 8771. (b) REGARDING REFERENCING, PRESERVING AND RECONSTRUCTING SURVEY MONUMENTS. WHETHER OR NOT SURVEY MONUMENTS ARE SHOWN IN THESE PLANS.
2. IF SURVEY MONUMENT IS DAMAGED BY CONTRACTORS OPERATIONS, CONTRACTOR SHALL REPLACE SURVEY MONUMENT AT CONTRACTORS EXPENSE.
3. THE RIGHT OF WAY SHOWN IS BASED ON THE ASSUMED PRE-FAILURE CENTERLINE OF TRINITY DAM BLVD AND A RIGHT OF WAY WIDTH OF 132 FEET (66 FEET EACH SIDE OF CENTERLINE). THIS DETERMINATION WAS MADE BY THE COUNTY RIGHT OF WAY DEPARTMENT.



<p>GHD INC. 3300 Imperial Avenue, Suite B San Diego, CA 92108 Tel: 619.592.4200 Fax: 619.592.4201 www.ghd.com</p>				<p>Scale: AS SHOWN</p>	
<p>Client: Trinity County Project: Trinity Dam Blvd PM 22.9 Title: Survey Control Plan &amp; Existing Topography</p>	<p>Designer: B. Tenney Design Check: R. Wukham</p>	<p>Drawn: C. Ridger Drafting Check: B. Tenney</p>	<p>Project Manager: B. Tenney Date: 08/11/2023</p>	<p>Project No.: 1127184 ANSI: S-1</p>	<p>Sheet: 3 of 5</p>



TYPICAL SECTION - TRINITY DAM BLVD  
NOT TO SCALE  
STA 11+85 - 13+85



LIMITS OF PAYMENT - CUT  
NOT TO SCALE

LIMITS OF PAYMENT - FILL  
NOT TO SCALE



She has been duly licensed as a Professional Engineer in the State of California. The drawings and the data and designs incorporated herein are the work of the undersigned or under his direct supervision and he is a duly Licensed Professional Engineer in the State of California. No. 50212.



GHD INC.  
1400 S. Bascom Ave., Suite 100  
Redwood City, California 94063 USA  
Tel: 650-997-0000  
www.ghd.com

Client	Trinity County	Designer	B. Tenney
Project	Trinity Dam Blvd PM 22.9	Checker	E. Washam
Title	Typical Sections	Project Manager	B. Tenney
Drawn	C. Blagden	Date	09/10/2023
Checked	B. Tenney	Scale	AS SHOWN
Project No.	11277184	Sheet No.	X-1
Drawn No.		Sheet No.	4 of 5

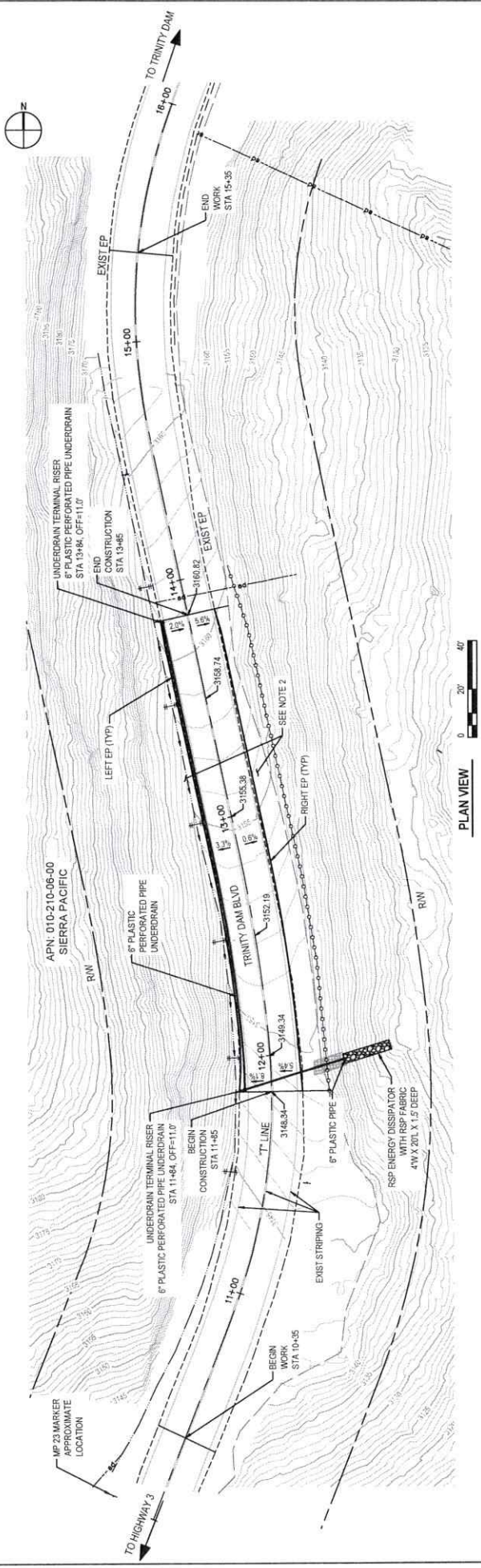
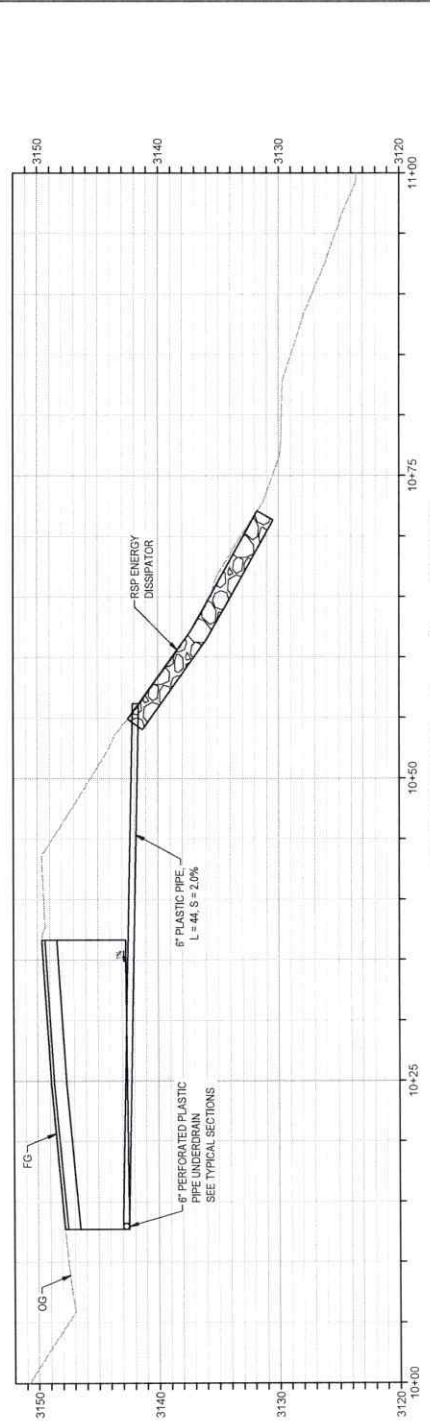
No.	Date	Drawn	Approved	Date

**NOTES:**

1. WATER POLLUTION CONTROL, INCLUDING FIBER ROLLS, CHECK DAMS, SILT FENCE, ETC. SHALL BE AS REQUIRED BY THE WPCP APPROVED BY THE ENGINEER. ALL WATER POLLUTION CONTROLS INCLUDED IN PAYMENT FOR IMPROVEMENT WPCP.
2. SHOULDER AND DITCH AREAS SHALL BE REPAIRED AS NEEDED AND TO THE ENGINEERS SATISFACTION AFTER ROADWAY RECONSTRUCTION WORK IS COMPLETED.
3. ALL WORK SHALL REMAIN WITHIN THE EXISTING 12-FT RW UNLESS APPROVED OTHERWISE.

**LEGEND (SEE NOTE 1)**

- o-o- TEMPORARY SILT FENCE
- +--+ TEMPORARY CHECK DAMS
- HAND SOWN SEED UNDER ROLLED EROSION CONTROL PRODUCT
- ROCK SLOPE PROTECTION, FACING, METHOD B WITH RSP FABRIC
- EXISTING DITCH FLOW LINE
- EXISTING STORM DRAIN PIPE
- PLASTIC PERFORATED PIPE UNDERDRAIN



**PLAN VIEW**  
0 20' 40'

				<b>Trinity County</b> <b>Trinity Dam Blvd PM 22.9</b> <b>Roadway Plan</b>	
Date of Issuance: 08/20/24 Scale: As Shown Project No.: 2024-001 Drawing No.: 2024-001-01	Designer: G. Taylor Checker: G. Taylor Date: 08/20/24	Designer: B. Tenney Checker: A. Washam Date: 08/15/2023	Project: Trinity Dam Blvd PM 22.9 Drawing: Roadway Plan Sheet: 1 of 5	Client: Trinity County Project: Trinity Dam Blvd PM 22.9 File: Roadway Plan	Project No.: 11271784 ANSID: L-1

COUNTY OF TRINITY  
DEPARTMENT  
OF TRANSPORTATION  
WEAVERVILLE, CALIFORNIA

# NOTICE TO BIDDERS, SPECIAL PROVISIONS AND BID BOOK

FOR

ER STORM DAMAGE REPAIR  
TRINITY DAM BLVD AT P.M. 22.9

IN TRINITY COUNTY,  
CALIFORNIA

CONTRACT NO. 22-ROAD-01

March 2024

BIDS OPEN: 4:00 P.M., Thursday  
May, 30, 2024

---

*Bid Book* dated March 2024

*Caltrans Standard Specifications* dated 2023

*Project Plans* approved March 2024

*Caltrans Standard Plans* dated 2023

---

**BID BOOK NO. Volume 1**



# SPECIAL NOTICES

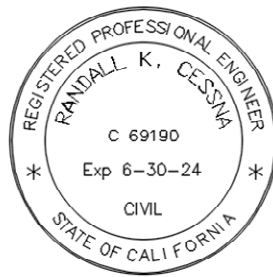
- \* Trinity County Department of Transportation has set a **9% DBE goal** for this project.
- \* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- \* This project has a special bid opening date and time.
- \* See Section 14 Environmental Stewardship for construction schedule.

**COUNTY PROJECT NO.: 17-0411**

**FEDERAL PROJECT NO.: ER-32L0(574)**

The special provisions contained herein have been prepared by or under the direction of the following Registered Person:

**CIVIL**



\_\_\_\_\_  
Registered Civil Engineer

\_\_\_\_\_  
Date

**COUNTY OF TRINITY**  
**ER STORM DAMAGE REPAIR**  
**TRINITY DAM BLVD AT P.M. 22.9**

CONTRACT NO. 22-ROAD-01

**Table of contents**

**BID BOOK NO. VOLUME 1**

**Contents**

<b>NOTICE TO BIDDERS</b> .....	6
ORGANIZATION .....	10
DIVISION I GENERAL PROVISIONS .....	10
1 GENERAL.....	10
2 BIDDING.....	11
3 CONTRACT AWARD AND EXECUTION .....	12
5 CONTROL OF WORK.....	13
6 CONTROL OF MATERIALS.....	15
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	17
8 PROSECUTION AND PROGRESS .....	19
9 PAYMENT .....	20
DIVISION II GENERAL CONSTRUCTION .....	21
10 GENERAL.....	21
12 TEMPORARY TRAFFIC CONTROL.....	21
13 WATER POLLUTION CONTROL.....	22
14 ENVIRONMENTAL STEWARDSHIP .....	22
DIVISION III EARTHWORK AND LANDSCAPE.....	23
17 GENERAL.....	23
19 EARTHWORK .....	23
20 LANDSCAPE .....	24
21 EROSION CONTROL .....	24
DIVISION IV SUBBASES AND BASES .....	24
26 AGGREGATE BASES.....	24
DIVISION V SURFACINGS AND PAVEMENTS.....	25
139 HOT MIX ASPHALT (HMA) – LOCAL GOVERNMENT (LG).....	25
DIVISION VII DRAINAGE FACILITIES .....	60
68 SUBSURFACE DRAINS .....	60
DIVISION VIII MISCELLANEOUS CONSTRUCTION.....	60
72 SLOPE PROTECTION .....	60
Appendix A - Quality Assurance Program.....	61



**COUNTY OF TRINITY**  
**DEPARTMENT OF TRANSPORTATION**  
**NOTICE TO BIDDERS**

**BIDS OPEN: 4:00 P.M., Thursday, May, 30, 2024**

General work description: Repair storm damaged road, remove full width to a depth of 5-feet, stockpile material, compact subgrade to 90% relative compaction (90% of its maximum dry density), place geogrid at 1-foot intervals, reuse excavated material and compact it to 95% relative compaction at +/- 2% optimum moisture, at the back of excavation place Geocomposite Sheet Drain. 1-foot of AB, 4-inches Hot Mix Asphalt.

You must perform, place, construct, or install other items and details not mentioned that are required of the plans under the Standard Specifications and special provisions.

The County will receive sealed bids for

**ER STORM DAMAGE REPAIR, TRINITY DAM BLVD AT P.M. 22.9**

Contract Number: **22-ROAD-01**

Bid Specifications may be downloaded from the following location:

<http://www.trinitycounty.org/index.aspx?page=84>

You may request plans, specifications and bid proposal documents in digital format from the Office of Trinity County, Department of Transportation, 31301 State Highway 3, Weaverville, California, mailing address P.O. Box 2490, Weaverville, California 96093-2490. Request may also be sent by email to:

[tcdot@trinitycounty.org](mailto:tcdot@trinitycounty.org)

You are responsible for printing and binding the bid documents from the digital format before submitting the bid.

Bid forms for this work are included in a separate book entitled:

**COUNTY OF TRINITY**  
**DEPARTMENT OF TRANSPORTATION**  
**NOTICE TO BIDDERS, SPECIAL PROVISIONS**  
**AND BID BOOK - VOLUME 2**

**FOR**  
**ER STORM DAMAGE REPAIR, TRINITY DAM BLVD AT P.M. 22.9**

**IN**  
**TRINITY COUNTY**  
**CONTRACT NO. 22-ROAD-01**

The Contractor must have either a Class A license or a combination of class C licenses that make up a majority of the work.

The DBE Contract goal is 9 percent.

Federal-aid project No.: ER-32L0(574)

For the federal training program, the number of trainees or apprentices is zero 0.

Bids must be on a unit price basis. Trinity County has a fixed amount of funding available for contract, and it is the County's goal; to accomplish as much work as funding will allow. If this contract is awarded, it will be made to the lowest responsible bidder whose total Base bid amount does not exceed Trinity County's available funding.

**Complete the work for the entire project in one construction season and within 30 working days. The anticipated start of construction date is August 1, 2024 due to environmental considerations.**

The County will receive sealed bids **until 4:00 p.m. on the bid open date** at the Office of the Trinity County Department of Transportation at 31301 State Highway 3, Weaverville, California. Bids received after this time will not be accepted.

Bid proposals shall be sealed in an envelope plainly marked " **ER STORM DAMAGE REPAIR, TRINITY DAM BLVD AT P.M. 22.9**", on the outside. Bids will only be accepted from registered plan holders. Bids not properly marked will be considered nonresponsive.

The County will immediately open and publicly read the bids in the Conference Room at the mentioned location after the specified closing time.

Present bidders' inquires to the Trinity County Department of Transportation, 31301 State Highway 3, P.O. Box 2490, Weaverville, California 96093-2490, (530) 623-1365. **Bid inquiries must be received by 4:00 PM on day, month, 2024.**

Inquiries or questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry before bid opening. After this time, the County will not consider these questions as bid protests.

Submit your bid with bidder's security equal to at least ten percent (10%) of the bid.

If you are awarded a contract, you will be required to furnish the County with a payment bond equal to 100% of the total bid and a performance bond equal to 50% of the total bid.

You must take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).

Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, <http://www.dir.ca.gov/DLSR/PWD>, or from the County's Department of Transportation.

The federal minimum wage rates for this Contract as determined by the United States Secretary of Labor are included in the Bid Book and are available at <http://www.wdol.gov/dba.aspx>.

If the minimum wage rates as determined by the United States Secretary of Labor differs from the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, you and your subcontractors must not pay less than the higher wage rate. The County does not accept lower State wage rates not specifically included in the federal wage determinations. This includes helper, or other classifications based on hours of experience, or any other classification not appearing in the federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by you and your subcontractors, you and your subcontractors must pay not less than the Federal minimum wage rate that most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

California Department of Transportation has made available Notices of Suspension and Proposed Debarment from the Federal Highway Administration. For a copy of the notices, go to [http://www.dot.ca.gov/hq/esd/oe/contractor\\_info](http://www.dot.ca.gov/hq/esd/oe/contractor_info). Additional information is provided in the Excluded Parties List System at <http://www.epls.gov>.

DATE: \_\_\_\_\_

COUNTY OF TRINITY  
STATE OF CALIFORNIA

---

Panos Kokkas, P.E.  
Director of Transportation, Trinity County

**COUNTY OF TRINITY**  
**SPECIAL PROVISIONS**  
**ER STORM DAMAGE REPAIR, TRINITY DAM BLVD AT P.M. 22.9**

CONTRACT NO. 22-ROAD-01

**STANDARD PLANS LIST**

The standard plan sheets applicable to this Contract include those listed below.

**ABBREVIATIONS, LINES, SYMBOLS AND LEGEND**

<b>A3A</b>	<b>Abbreviations (Sheet 1 of 3)</b>
<b>A3B</b>	<b>Abbreviations (Sheet 2 of 3)</b>
<b>A3C</b>	<b>Abbreviations (Sheet 3 of 3)</b>
<b>A10A</b>	<b>Lines and Symbols (Sheet 1 of 5)</b>
<b>A10B</b>	<b>Lines and Symbols (Sheet 2 of 5)</b>
<b>A10E</b>	<b>Lines and Symbols (Sheet 5 of 5)</b>

**PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS**

<b>A20A</b>	<b>Pavement Markers and Traffic Lines, Typical Details</b>
<b>RSP A20B</b>	<b>Pavement Markers and Traffic Lines, Typical Details</b>

**EXCAVATION AND BACKFILL**

<b>A62A</b>	<b>Excavation and Backfill Miscellaneous Details</b>
-------------	--

**GABIONS AND UNDERDRAINS**

<b>D102</b>	<b>Underdrains</b>
-------------	--------------------

**TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN**

<b>T1B</b>	<b>Temporary Crash Cushion, Sand Filled (Bidirectional)</b>
<b>T3A</b>	<b>Temporary Railing (Type K)</b>
<b>T3B</b>	<b>Temporary Railing (Type K)</b>

**TEMPORARY TRAFFIC CONTROL SYSTEMS**

<b>T9</b>	<b>Traffic Control System Tables for Lane and Ramp Closures</b>
<b>T13</b>	<b>Traffic Control System for Lane Closure on Two Lane Conventional Highways</b>
<b>T17</b>	<b>Traffic Control System for Moving Lane Closure on Two Lane Highways</b>

**TEMPORARY WATER POLLUTION CONTROL**

<b>T51</b>	<b>Temporary Water Pollution Control Details (Temporary Silt Fence)</b>
<b>T56</b>	<b>Temporary Water Pollution Control Details (Temporary Fiber Roll)</b>
<b>T57</b>	<b>Temporary Water Pollution Control Details (Temporary Check Dam)</b>

## ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

\*\*\*\*\*

## DIVISION I GENERAL PROVISIONS

### 1 GENERAL

#### Add to section 1-1.01: Bid Items and Applicable Sections

Item No.	Item code	Item description	Applicable section
1	999990	Mobilization	9-1.16D
2	050010A	Construction Staking	5-1.26
3	120090	Construction Area Signs	12-3.11
4	120120	Type III Barricades	12-3.10
5	128652	Portable Changeable Message Signs	12-3.32
6	130100A	Contractor Quality Control	6-2.02
7	130200	Prepare Water Pollution Control Program	13-2
8	130200A	Implement Water Pollution Control Program	13-2
9	170103	Clearing and Grubbing	17-2
10	190101	Roadway Excavation	19-2
11	198215	Subgrade Enhancement Geogrid	19-10
12	211111A	Permanent Erosion Control	21
13	260203	Class 2 Aggregate Base	26
14	260203	Shoulder Backing	26
15	390132	Hot Mix Asphalt (Type A)	139-LG
16	390132	Tack Coat	139-LG
17	680902	6" Perforated Plastic Pipe Underdrain	68-2
18	680902A	6" Non-Perforated Plastic Pipe	68-2
19	681132	Geocomposite Drain	68-7
20	723080	Rock Slope Protection (Including RSP Fabric)	72-2
21	840501	4" Thermoplastic Traffic Stripe	84-2

#### Add to section 1-1.07B:

**Attorney General:** County Counsel

**Caltrans or Department of Transportation:** Department of Transportation as defined in St & Hwy Code § 20 and authorized in St & Hwy Code § 90; its authorized representatives

**Contract Documents:** *Notice to Bidders and Special Provisions*, and *Bid Book* and Contract.

**County:** Trinity County



specifications, and special provisions.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the County or any other person will not affect the risks or obligations assumed by you or relieve you from fulfilling any of the conditions of the Contract. A Non-Collusion Affidavit is included in the bid book (Public Contract Code § 7106). Signing the bid also constitutes signature of the Non-Collusion Affidavit.

**Replace the paragraphs in section 2-1.06A with:**

Supplemental project information is not available for this project.

**Add to section 2-1.10:**

Submit the Subcontractor List with your bid.

No subcontractor may be listed on a bid for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

**Replace the paragraphs in section 2-1.33A with:**

Complete the forms in the Bid book.

On the Subcontractor List, submit the percentage of each bid item subcontracted with your bid.

Failure to submit the forms and information as specified may result in a nonresponsive bid.

If an agent other than the authorized corporate officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

**Replace the paragraphs in section 2-1.34 with:**

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cash
2. Cashier's Check
3. Certified Check
4. Signed bidder's bond by an admitted surety insurer.

Submit cash, cashier's check, certified check, or bidder's bond to the Department with your bid. Bidder's security shall be made payable to the County of Trinity.

If using a bidder's bond, you may use the form in the Bid book. If you do not use the form in the Bid book, use a form containing the same information.

**Add to section 2-1.46:**

The Department will reject a bid as nonresponsive if it is materially unbalanced. A bid is unbalanced when it is based on prices significantly less than cost for some work, and prices which are significantly overstated for other work.

\*\*\*\*\*

**3 CONTRACT AWARD AND EXECUTION**





All procedures, methods, and typical stake markings shall be in accordance with Chapter 12, Construction Surveys, of the Caltrans "Survey Manual." Copies of the "Survey Manual" may be purchased from Caltrans Publications Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, (916) 445-3520.

Staking must be performed by a licensed surveyor or registered civil engineer with the authority to perform land surveying.

You must make all computations necessary to establish the exact position of the work from control points. All computations, survey notes, cut sheets, and other records necessary to accomplish the work shall be neat, legible, and accurate. Copies of such computation, notes, cut sheets, and other records shall be furnished to the Engineer on the same day construction stakes are set.

Exact limits of work will be reviewed and approved by the Engineer.

Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that are to be replaced on the same alignment and location, you must reference the pavement delineation with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks, and other pavement markings.

Furnish construction staking cut sheets to the Engineer no later than 12:00 PM on the following work day after construction stakes are set.

Upon completion of construction staking and prior to acceptance of the contract, all computations, survey notes, cut sheets, and other data used to accomplish the work shall be furnished to the Engineer and shall become the property of the City.

Payment for providing construction staking will be made at the contract lump sum price on the Bid Item List.

### **5-1.27 AS-BUILT DRAWINGS**

Maintain a set of full-size drawings on the job site. On these drawings, mark all as-built conditions, locations, configurations, and provide all other supplemental details to accurately depict the as-built conditions, including pre-existing conditions that were not modified.

Prior to your last working day, submit the as-built drawings to the Engineer.

Costs incurred by the Engineer to collect as-built information that you fail to provide will be deducted from your payment.

Payment for as-built drawings is included in the various items of work involved and no separate payment will be made.

#### **Replace the paragraphs in section 5-1.27E with:**

Maintain separate records for change order work costs.

Submit change order bills in hard copy to the Department. Change order bills, including those for subcontracted work, must be submitted by the 15<sup>th</sup> of the month to be eligible for inclusion on the monthly progress payment. Avoid undue delay in submitting change order bills.

All costs shall be presented on the change order bills using cost accounting procedures in the standard specifications.

#### **Add section 5-1.27F:**

##### **5-1.27F Daily Reports**



The Department may inspect, sample, and test materials for compliance with the Contract at any time.

Allow the Department to record, including photograph and video, to ensure a material is produced to comply with the Contract.

Contractor may examine the records and reports of tests the Department performs.

Contractor furnish materials inspectors and laboratory that have current proficiency certifications from Caltrans METS or AASHTO, as applicable.

Contractor perform the following material tests, with certified workers and laboratory, that will be used by the Department to for acceptance:

Work	Quality Characteristic	Test	Frequency
Earthwork	Relative compaction of subgrade	216 or 231	1 test.
Class 2 AB	R-Value	301	1 test from the source before starting work.
Class 2 AB	Aggregate gradation	202	1 test from the source before starting work.
Class 2 AB	Sand equivalent	217	1 test from the source before starting work.
Class 2 AB	Durability index	229	1 test from the source before starting work.
Class 2 AB	Relative compaction	231	3 tests for each 1-foot of lift thickness.
HMA	Asphalt binder content	AASHTO T 308, Method A	1 test from the source before starting work.
HMA	Hamburg wheel track	AASHTO T 329	1 test from the source before starting work.
HMA	Moisture susceptibility	AASHTO T 283	1 test from the source before starting work.
HMA	Aggregate gradation	AASHTO T 27	1 test from the source before starting work.
HMA	Los Angeles Rattler	AASHTO T 96	1 test from the source before starting work.

The Department may perform additional acceptance tests that will take precedence over Contractor's tests and be used to determine acceptance. The County's approved Quality Assurance Program, Appendix A, lists all the sampling and testing requirements that apply to this project.

**Add section 6-2.03D:**

**6-2.03D Submittals**

Prior to performing tests that will be used by the Department for acceptance, submit copies of proficiency certifications for all workers and laboratories.

Test results for Department acceptance must have a transmittal cover stamped by a California registered civil engineer.

**Add section 6-2.03E:**

**6-2.03E Payment**

Costs incurred by the Engineer to collect information that is required to be in Contractor's daily reports that Contractor fail to provide, will be deducted from the payment.

Payment for all quality tests that will be used by the Department for acceptance is included in the various items of work involved and no separate payment will be made.



**7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Add to section 7-1.02K(3):**

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

You must submit payroll data electronically to the Department of Industrial Relations, Division of Labor Standards Enforcement (DLSE) website at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.

Payroll data must be entered manually or uploaded into the DLSE's electronic certified payroll reporting application (eCPR).

The DLSE will monitor and enforce compliance with prevailing wage requirements throughout the project. You must respond to all requests made by DLSE and you are responsible to correct all noncompliant payroll submittals.

The County will submit electronic form PWC 100 to the DLSE within 10 days after contract award.

Contractor is responsible to ensure that all subcontractors working on the project electronically submit their payroll data to the DLSE and correct all noncompliant payroll when required by the DLSE or the Engineer.

Provide the Engineer with copies of all payroll documents and correspondence submitted to and received from the DLSE.

Payment for submitting electronic payroll data to the DLSE, responding to all requests made by the DLSE, correcting noncompliant payroll, and providing copies of all payroll documents and correspondence to the Engineer, is included in the various items of work involved and no separate payment will be made.

**Add to section 7-1.02M(2):**

Obtain the emergency phone numbers of the California Department of Forestry and Fire Protection unit headquarters, United States Forest Service ranger district office, and U.S. Department of Interior Bureau of Land Management field offices. Submit these phone numbers to the Engineer before the start of job site activities. Post the agencies names and emergency phone numbers at a prominent place at the job site.

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles
2. Equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep, half-filled with sand, and within easy reach of anyone accessing the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas or oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and one 5-gallon water-filled backpack fire pump for each welder.
3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools must always be within 25 feet from the point of operation of the power tool. Each fire extinguisher must be of the type and size required by the Pub Res Code § 4431 and 14 CA Code of Regs § 1234.

Each shovel must be size O or larger and at least 46 inches long.

Furnish a pickup truck and driver that will be available for fire control during working hours.

The pickup truck and operator must patrol the area of construction for at least 1/2 hour after job site activities have ended.

Furnish a pickup truck and driver for the sole purpose of fire control during working hours. The truck must be equipped with:

1. 10 shovels, 5 axes, two 5-gallon water-filled backpack fire pumps
2. 100-gallon tank of water with a gasoline motor powered pump and 100 feet of 3/4-inch hose on a reel

In addition to being available at the site of the work, the truck and operator must patrol the area of construction from noon until at least 1/2 hour after job site activities have ended. If the fire danger rating is "very high" or "extreme" or "fire weather watches" or "red flag warning" is issued, the truck and operator must patrol the area of construction while work is being done and for at least 1/2 hour after job site activities have ended.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: "low," "moderate," "high," "very high," "extreme." Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for "fire weather watches" and "red flag warnings" covering the project's locations.

Arrangements have been made with Cal Fire, USFS, and BLM to notify the Department when the fire danger rating is "very high" or "extreme." This information will be furnished to the Engineer who will notify you for dissemination and action in the area affected. If a discrepancy between this notice and the fire danger rating obtained from the nearest office of either Cal Fire or USFS exists, you must conduct operations according to the higher of the two fire danger ratings.

If the fire danger rating is "very high" or a "fire weather watch" is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
5. Vehicular travel is restricted to cleared areas except in case of emergency.

















### 139-1.2 Abbreviations

Abbreviations used in Section 139 are those listed in 1-1.06 of the Caltrans Standard Specifications.

### 139-1.3 Definitions

The following terms as used in Section 139 are defined as follows:

**binder replacement:** Binder from RAP expressed as a percent of the total binder in the mix.

**coarse aggregate:** Aggregate retained on a No. 4 sieve.

**fine aggregate:** Aggregate passing a No. 4 sieve.

**manufactured sand:** Fine aggregate produced by crushing rock or gravel.

**non-manufactured sand:** Fine aggregate not produced by crushing gravel or rock.

**Reclaimed Asphalt Pavement (RAP):** Removed and/or reprocessed pavement materials containing asphalt and aggregates

**processed RAP:** RAP that has been fractionated.

**supplemental fine aggregate:** Mineral filler consisting of rock dust, slag dust, hydrated lime, hydraulic cement, or any combination of these and complying with AASHTO M 17.

**Warm Mix Asphalt (WMA):** HMA produced using a warm mix asphalt technology.

Additional terms are as defined in Section 1-1.07 of the Caltrans Standard Specifications.

### 139-1.4 Submittals

Submittals are required in various sections of Section 139. Submit the required submittals on or prior to the time specified.

## 139-2 Quality Assurance

### 139-2.1 General

Quality Assurance as used in Section 139 is composed of Contractor Quality Control, Independent Assurance, Dispute Resolution, Personnel Qualification, and Laboratory Qualification.

### 139-2.2 Laboratories

Laboratories testing aggregate and HMA-LG qualities used to prepare the mix design and JMF, and Independent Third-Party laboratories performing dispute resolution testing, must be qualified under the AASHTO resource program and the Caltrans Independent Assurance Program. A list of qualified laboratories is shown in the Caltrans Statewide Independent Assurance Database:

<https://sia.dot.ca.gov/index.php>

### 139-2.3 Hot Mix Asphalt Plants

Before production, the HMA-LG plant must have a current qualification under the Caltrans' Material Plant Quality Program, or utilize weighing and metering devices that comply with California Test 109 as certified by a State of California Department of Food and Agriculture, Division of Measurement Standards, Registered Service Agency. A listing of registered service agencies is available at the following:

<https://www.cdfa.ca.gov/dms/programs/rsa/rsalistings/rsaListings.html>

### 139-2.4 Test Methods

Wherever reference is made to the following test methods, the year of publication for these test methods is as shown in the following table:

Test method	Year of publication
AASHTO M 17	2019
AASHTO M 323	2013
AASHTO R 30	2019
AASHTO R 59	2019
AASHTO T 27	2020
AASHTO T 49	2019
AASHTO T 59	2013
AASHTO T 96	2019
AASHTO T 164	2018
AASHTO T 176	2008
AASHTO T 209	2020
AASHTO T 269	2018
AASHTO T 275	2007 (2012)
AASHTO T 304	2020
AASHTO T 305	2018
AASHTO T 308	2010
AASHTO T 312	2014
AASHTO T 313	2012 (2016)
AASHTO T 315	2012 (2016)
AASHTO T 329	2019
AASHTO T 335	2020
ASTM D36/D36M	2020
ASTM D92	2012b
ASTM D217	2010
ASTM D297	2019
ASTM D445	2014
ASTM D1856	2009 (Reapproved 2015)
ASTM D2007	2011
ASTM D2074	2007 (Reapproved 2013)
ASTM D2995	1999 (Reapproved 2009)
ASTM D4791	2010
ASTM D5095	2013
ASTM D5329	2009
ASTM D7741/D7741M	2011
Asphalt Institute MS-2	7th edition (2015)
California Test 125	December 2, 2019
California Test 204	June 1, 2010
California Test 375	February 1, 2012
California Test 384	June 1, 2015
California Test 389	2020

Take samples in accordance with California Test 125.

### 139-2

#### 139-2.5 Quality Control

##### 139-2.5.1 General

The Contractor is responsible for Quality Control. Quality Control activities are required in various sections of Section 139.

### **139-2.5.2 Quality Control Plan**

At least 5 business days prior to the pre-paving meeting, submit a QC plan for HMA-LG. The QC plan must describe the organization and procedures for:

1. Controlling HMA-LG quality characteristics
2. Taking samples, including sampling locations
3. Establishing, implementing, and maintaining QC
4. Determining when corrective actions are needed
5. Implementing corrective actions
6. Using methods and materials for backfilling core locations

The QC plan must address the elements affecting HMA-LG quality, including:

1. Aggregates
2. Asphalt binder
3. Additives
4. Production
5. Paving

The QC plan must include aggregate QC sampling and testing during lime treatment.

Allow 5 business days for review of the QC plan.

If you change QC procedures, personnel, or sample testing locations, submit a QC plan supplement before implementing the proposed change. Allow 3 business days for review of the QC plan supplement.

### **139-2.6 Dispute Resolution**

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. You and the Engineer may request witness testing and sharing of test data worksheets. Notify the Engineer within 3 business days of receiving a test result if you dispute the test result.

An independent third party performs referee testing. The independent third party must have no prior direct involvement with this Contract. By mutual agreement, the independent third party is chosen from among laboratories not currently employed by you or your HMA-LG producer.

The Agency is responsible for securing and maintaining split samples. If the Agency's portion of the split acceptance samples are not available, the independent third-party samples and uses any available material agreed on by you and the Engineer as representing the disputed HMA for evaluation. When addressing disputes related to density, use cores or density gauges correlated to cores from the work.

The results of the tests performed by the independent third party shall prevail. If the independent third party determines the Engineer's test results are valid, the Engineer deducts the independent third party's testing costs from payments. If the independent third party determines your test results are valid, the Engineer pays the independent third party's testing costs.

## **139-3 MATERIALS**

### **139-3.1 Aggregates**

#### **139-3.1.1 General**

Aggregates must be clean and free from deleterious substances.

### 139-3.1.2 Quality

Before the addition of asphalt binder and lime treatment (if required), the aggregates must comply with the requirements shown in the following tables:

#### Aggregate Quality – Level 1 (Traffic Index 5.0 to 7.5)

Quality Characteristic	Test Method	Requirement
Percent of crushed particles: Coarse aggregate (min, %) One-fractured face Two-fractured faces Fine aggregate (min, %) (Passing No. 4 sieve and retained on No. 8 sieve.) One-fractured face	AASHTO T 335	75 70  70
Los Angeles Rattler (max, %) Loss at 100 Rev. Loss at 500 Rev.	AASHTO T 96	15 52
Sand equivalent (min) <sup>a</sup>	AASHTO T 176	45
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) <sup>b</sup>	AASHTO T 304, Method A	45

<sup>a</sup>The reported value must be the average of 3 tests from a single sample. Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

<sup>b</sup>The Engineer waives this specification if the Type A HMA contains 10 percent or less of non-manufactured sand by weight of total aggregate, except if your JMF fails verification.

#### Aggregate Quality – Level 2 (Traffic Index 8.0 to 10.0)

Quality Characteristic	Test Method	Requirement
Percent of crushed particles: Coarse aggregate (min, %) One-fractured face Two-fractured faces Fine aggregate (min, %) (Passing No. 4 sieve and retained on No. 8 sieve.) One-fractured face	AASHTO T 335	85 80  70
Los Angeles Rattler (max, %) Loss at 100 Rev. Loss at 500 Rev.	AASHTO T 96	15 52
Sand equivalent (min) <sup>a</sup>	AASHTO T 176	45
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) <sup>b</sup>	AASHTO T 304, Method A	45

<sup>a</sup>The reported value must be the average of 3 tests from a single sample. Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

<sup>b</sup>The Engineer waives this specification if the Type A HMA contains 10 percent or less of non-manufactured sand by weight of total aggregate, except if your JMF fails verification.



**Aggregate Quality - Level 3 (Traffic Index 10.5 to 13.5)**

Quality Characteristic	Test Method	Requirement
Percent of crushed particles: Coarse aggregate (min, %) One-fractured face Two-fractured faces Fine aggregate (min, %) (Passing No. 4 sieve and retained on No. 8 sieve.) One-fractured face	AASHTO T 335	95 90  70
Los Angeles Rattler (max, %) Loss at 100 Rev. Loss at 500 Rev.	AASHTO T 96	12 40
Sand equivalent (min) <sup>a</sup>	AASHTO T 176	47
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) <sup>b</sup>	AASHTO T 304, Method A	45

<sup>a</sup>The reported value must be the average of 3 tests from a single sample. Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

<sup>b</sup>The Engineer waives this specification if the Type A HMA contains 10 percent or less of non-manufactured sand by weight of total aggregate, except if your JMF fails verification.

**139-3.1.3 Gradations**

The aggregate gradations HMA-LG must comply with the requirements shown in the following table:

**Aggregate Gradation Requirements**

HMA-LG pavement thickness shown	Gradation
0.10 foot to less than 0.125 foot	3/8 inch
0.125 to less than 0.20 foot	1/2 inch
0.20 foot and greater	3/4 inch

Aggregate gradation must be within the Target Value (TV) limits for the specified sieve size shown in the following tables:

## Aggregate Gradations for HMA-LG

### 3/4 inch

Sieve size	Target value limit	Allowable tolerance
1"	100	--
3/4"	90-100	TV ± 5
1/2"	<90	TV ± 6
No. 8	23-49	TV ± 5
No. 30	10-24	TV ± 4
No. 200	2.0-8.0	TV ± 2.0

### 1/2 inch

Sieve size	Target value limit	Allowable tolerance
3/4"	100	--
1/2"	90-100	TV ± 5
3/8"	<90	TV ± 5
No. 8	28-58	TV ± 5
No. 30	13-30	TV ± 4
No. 200	2.0-10.0	TV ± 2.0

### 3/8 inch

Sieve size	Target value limit	Allowable tolerance
1/2"	100	--
3/8"	90-100	TV ± 5
No. 4	<90	TV ± 5
No. 8	32-67	TV ± 5
No. 30	15-35	TV ± 5
No. 200	2.0-10.0	TV ± 2.0

### 139-3.1.4 Lime Treatments

If aggregate lime treatment is required as specified in Section 139-4.2.3, the virgin aggregate must comply with the aggregate quality specifications specified in Section 139-3.1.2.

Lime for treating aggregate must comply with section 24-2.02 of the Caltrans Standard Specifications.

Water for lime treatment of aggregate with lime slurry must comply with section 24-1.02B of the Caltrans Standard Specifications.

### 139-3.2 Reclaimed Asphalt Pavement

Provide enough space at your plant for complying with all RAP handling requirements.  
Provide a clean, graded base, well drained area for stockpiles.

If RAP is from multiple sources, blend the RAP thoroughly and completely before fractionating.

For RAP substitution of 15 percent of the aggregate blend or less, fractionation is not required.

For RAP substitution greater than 15 percent of the aggregate blend, fractionate RAP stockpiles into 2 sizes, a coarse fraction RAP retained on 3/8-inch sieve and a fine fraction RAP passing 3/8-inch sieve.

The RAP fractionation must comply with the requirements shown in the following table:

### RAP Stockpile Fractionation Gradation Requirements

Size	Test method	Requirement
Coarse (% passing the 1-inch sieve)	California Test 202 <sup>a</sup>	100
Fine (% passing the 3/8-inch sieve)	California Test 202 <sup>a</sup>	98–100

<sup>a</sup>Maximum mechanical shaking time is 10 minutes.

You may use the coarse fractionated stockpile, the fine fractionated stockpile, or a combination of the coarse and fine fractionated stockpiles.

Isolate the processed RAP stockpiles from other materials. Store processed RAP in conical or longitudinal stockpiles. Processed RAP must not be agglomerated or be allowed to congeal in large stockpiles.

#### 139-3.3 Asphalt Binder

Asphalt binder must comply with section 92 of the Caltrans Standard Specifications.

The grade of asphalt binder for HMA-LG must be PG 64-10PM.

#### 139-3.4 Liquid Antistrip

Liquid antistrip total amine value must be a minimum of 325 when tested in accordance with ASTM D2074.

Non-volatile content of organosaline-based liquid antistrip must be 40 percent minimum when tested under ASTM D5095. Dosage for organosaline-based liquid antistrip must be from 0.05 to 0.15 percent by weight of asphalt.

Use only 1 liquid antistrip type or brand at a time. Do not mix liquid antistrip types or brands.

Store and mix liquid antistrip under the manufacturer's instructions.

#### 139-3.5 Tack Coat

Tack coat must comply with the specifications for asphaltic emulsion or asphalt binder in the Caltrans Standard Specifications.

### 139-4 MIX DESIGNS

#### 139-4.1 General

The HMA mix design must comply with the Superpave HMA mix design as described in *Asphalt Institute publication MS-2, "Asphalt Mix Design Methods", 7<sup>th</sup> Edition*.

The Contractor Hot Mix Asphalt Design Data form must show documentation on aggregate quality.

The HMA mix design must comply with AASHTO R 35 except:

1. Notes 3 and 10 do not apply

#### 139-4.2 Requirements

##### 139-4.2.1 General

The mix design for HMA-LG must comply with the requirements shown in the following tables for the specified Level:

**Level 1 (Traffic Index 5.0 to 7.5)**

Quality Characteristic	Test Method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	N <sub>initial</sub> > 8.0 N <sub>design</sub> = 3.5 N <sub>max</sub> > 2.0
Gyrations compaction (no. of gyrations)	AASHTO T 312	N <sub>initial</sub> = 6 N <sub>design</sub> = 50.0 N <sub>max</sub> = 75
Voids in mineral aggregate (min, %) <sup>b</sup>  Gradation:  3/8-inch 1/2-inch 3/4-inch	MS-2 Asphalt Mixture Volumetrics	14.5–17.5 13.5–16.5 12.5–15.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.4-1.4
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	California Test 389 <sup>c</sup>	5,000 7,500 15,000 20,000

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Use a digital manometer and pycnometer when performing AASHTO T 209.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced HMA-LG.

**Level 2 (Traffic Index 8.0 to 10.0)**

Quality Characteristic	Test Method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	N <sub>initial</sub> > 8.0 N <sub>design</sub> = 4.0 N <sub>max</sub> > 2.0
Gyrations compaction (no. of gyrations)	AASHTO T 312	N <sub>initial</sub> = 7 N <sub>design</sub> = 65.0 N <sub>max</sub> = 115
Voids in mineral aggregate (min, %) <sup>b</sup>  Gradation:  3/8-inch 1/2-inch 3/4-inch	MS-2 Asphalt Mixture Volumetrics	15.0–18.0 14.0–17.0 13.0–16.0
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.5-1.3
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	California Test 389 <sup>c</sup>	10,000 15,000 20,000 25,000

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Use a digital manometer and pycnometer when performing AASHTO T 209.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced HMA-LG.

**Level 3 (Traffic Index 10.5 to 13.5)**

Quality Characteristic	Test Method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	N <sub>initial</sub> > 8.0 N <sub>design</sub> = 4.0 N <sub>max</sub> > 2.0
Gyrations compaction (no. of gyrations)	AASHTO T 312	N <sub>initial</sub> = 8 N <sub>design</sub> = 85.0 N <sub>max</sub> = 130
Voids in mineral aggregate (min, %) <sup>b</sup>  Gradation:  3/8-inch 1/2-inch 3/4-inch	MS-2 Asphalt Mixture Volumetrics	15.5–18.5 14.5–17.5 13.5–16.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.6–1.3
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	California Test 389 <sup>c</sup>	10,000 15,000 20,000 25,000

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Use a digital manometer and pycnometer when performing AASHTO T 209.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced HMA-LG.

**139-4.2.2 Reclaimed Asphalt Pavement**

For HMA-LG mixtures using RAP, the maximum allowed binder replacement is 25.0 percent. The binder replacement is calculated as a percentage of the approved JMF target asphalt binder content.

For RAP substitution of 15 percent or less, the grade of the virgin binder must be the specified grade of asphalt binder for HMA-LG.

For RAP substitution greater than 15 percent and not exceeding 25 percent use one of the following criteria:

- The grade of the virgin binder must be the specified grade of asphalt binder for HMA-LG with the upper and lower temperature classification reduced by 6 degrees C.
- The grade of the virgin binder as identified using a blending chart.

Hamburg wheel track requirements are based on the grade of asphalt binder specified for HMA-LG.

**139-4.2.3 Treatments**

If the proposed JMF indicates that the aggregate is being treated with dry lime or lime slurry with marination, or the HMA-LG with liquid antistripping, then testing the mix with untreated aggregate in accordance with California Test 389 is not required.

If HMA-LG treatment is required or being used by the Contractor, determine the plasticity index of the aggregate blend in accordance with California Test 204.

Do not use an aggregate blend with a plasticity index greater than 10.

If the plasticity index is from 4 to 10, treat the aggregate blend with dry lime with marination or lime slurry with marination.

If the plasticity index is less than 4, treat the aggregate blend with dry lime or lime slurry with marination, or treat the HMA-LG with liquid antistrip.

Liquid antistrip must be from 0.25 to 1.0 percent by weight of asphalt binder. Do not use liquid antistrip as a substitute for asphalt binder.

#### **139-4.2.4 Warm Mix Asphalt Technology**

For HMA-LG with WMA additive technology, produce HMA mix samples for your mix design using your methodology for inclusion of WMA admixture in laboratory-produced HMA. Cure the mix samples in a forced-air draft oven at 275 degrees F for 4 hours  $\pm$  10 minutes.

For WMA water injection foam technology, the use of foamed asphalt for mix design is not required

#### **139-4.3 Job Mix Formulas**

##### **139-4.3.1 General**

The JMF must be based on the Superpave HMA mix design as described in *Asphalt Institute publication MS-2, "Asphalt Mix Design Methods", 7<sup>th</sup> Edition* as modified herein.

##### **139-4.3.2 Submittals**

###### **139-4.3.2.1 General**

Submit your proposed JMF for each Level of HMA-LG to be used. The JMF must be submitted on Pages 1 and 2 of Caltrans form CEM-3511, Contractor Job Mix Formula Proposal.

<https://dot.ca.gov/programs/construction/forms>

If requested, submit the following additional information:

1. Mix design documentation on Caltrans form CEM-3512, Contractor Hot Mix Asphalt Design Data, dated within 24 months of the submittal date.
2. JMF verification on Caltrans form CEM-3513, Contractor Hot Mix Asphalt Verification, and the Contractor Hot Mix Asphalt Design Data form that was submitted for the JMF verification, if applicable.

The Caltrans Contractor Hot Mix Asphalt Design Data form must identify the AASHTO resource accredited lab responsible for the mix design and show documentation on aggregate quality.

Submit a new JMF if you change any of the following:

1. Target asphalt binder percentage greater than  $\pm$  0.2 percent
2. Asphalt binder supplier
3. Combined aggregate gradation
4. Aggregate sources
5. Liquid antistrip producer or dosage
6. Average binder content in a new processed RAP stockpile by more than  $\pm$  2.00 percent from the average RAP binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form
7. Any material in the JMF, except lime supplier and source

Allow the Engineer 5 business days from a complete JMF submittal for document review of the design data (if submitted) and the JMF. The Engineer notifies you if the proposed JMF submittal is accepted.

### **139-4.3.2.2 Liquid Antistrip Treatment**

If liquid antistrip treatment is used, submit the following with your proposed JMF submittal:

1. Certificate of Compliance for each liquid antistrip shipment. On each Certificate of Compliance, include:
  - 1.1. Your signature and printed name
  - 1.2. Shipment number
  - 1.3. Material type
  - 1.4. Material specific gravity
  - 1.5. Manufacturer
  - 1.6. Consignee
  - 1.7. Destination
  - 1.8. Quantity
  - 1.9. Contact or purchase order number
  - 1.10. Shipment date
2. Proposed proportions for the liquid antistrip

### **139-4.3.2.3 Lime Treatment**

If aggregate lime treatment is used, submit the following with your proposed JMF submittal and each time you produce lime treated aggregate:

1. Exact lime proportions for fine and coarse virgin aggregates
2. If marination is required, the averaged aggregate quality test results within 24 hours of sampling
3. For dry lime aggregate treatment, a treatment data log from the dry lime and aggregate proportioning device in the following order:
  - 3.1. Treatment date
  - 3.2. Time of day the data is captured
  - 3.3. Aggregate size being treated
  - 3.4. HMA type and mix aggregate size
  - 3.5. Wet aggregate flow rate collected directly from the aggregate weigh belt
  - 3.6. Aggregate moisture content, expressed as a percentage of the dry aggregate weight
  - 3.7. Flow rate of dry aggregate calculated from the flow rate of wet aggregate
  - 3.8. Dry lime flow rate
  - 3.9. Lime ratio from the authorized JMF for each aggregate size being treated
  - 3.10. Lime ratio from the authorized JMF for the combined aggregates
  - 3.11. Actual lime ratio calculated from the aggregate weigh belt output, aggregate moisture input, and dry lime meter output, expressed as a percentage of the dry aggregate weight
  - 3.12. Calculated difference between the authorized lime ratio and the actual lime ratio
4. For lime slurry aggregate treatment, a treatment data log from the slurry proportioning device in the following order:
  - 4.1. Treatment date
  - 4.2. Time of day the data is captured
  - 4.3. Aggregate size being treated
  - 4.4. Wet aggregate flow rate collected directly from the aggregate weigh belt
  - 4.5. Moisture content of the aggregate just before treatment, expressed as a percentage of the dry aggregate weight
  - 4.6. Dry aggregate flow rate calculated from the wet aggregate flow rate
  - 4.7. Lime slurry flow rate measured by the slurry meter
  - 4.8. Dry lime flow rate calculated from the slurry meter output
  - 4.9. Authorized lime ratio for each aggregate size being treated



- 4.10. Actual lime ratio calculated from the aggregate weigh belt and slurry meter output, expressed as a percentage of the dry aggregate weight
- 4.11. Calculated difference between the authorized lime ratio and actual lime ratio
- 4.12. Dry lime and water proportions at the slurry treatment time

#### **139-4.3.2.4 Warm Mix Asphalt Technology**

If a WMA technology is used, submit the following with your proposed JMF submittal:

- 1. SDS for the WMA technology
- 2. For water injection foam technology:
  - 2.1. Name of technology
  - 2.2. Proposed foaming water content
  - 2.3. Proposed HMA-LG production temperature range
  - 2.4. Certification from binder supplier stating no antifoaming agent is used
- 3. For additive technology:
  - 3.1. Name of technology
  - 3.2. Percent admixture by weight of binder and percent admixture by total weight of HMA-LG as recommended by the manufacturer
  - 3.3. Methodology for inclusion of admixture in laboratory-produced HMA-LG
  - 3.4. Proposed HMA-LG production temperature range

#### **139-4.3.3 Verification**

The Agency may verify the JMF. Verification will be performed by the Agency or the Agency will retain a laboratory qualified under the AASHTO resource program and the Caltrans Independent Assurance Program to perform the verification. Either of the aforementioned are hereinafter referred to as "Agency Lab." The cost of verification is paid by the Agency. You perform the sampling at your own expense as follows:

The production set point at the plant must be within  $\pm 0.2$  from the asphalt binder percentage TV shown in your Contractor Job Mix Formula Proposal form. Notify the Engineer at least 2 business days before sampling materials. Samples may be taken from a different project including a non-Agency project if you make arrangements for the Engineer to be present during sampling.

In the Engineer's and Agency Lab's presence and from the same production run, take samples of:

- 1. Aggregates. Coarse, fine, and supplemental fine aggregates must be taken from the combined cold-feed belt or the hot bins. If lime treatment is required, samples must be taken from individual stockpiles before lime treatment. Samples must be at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fine aggregate. For hot-bin samples, the Department combines these aggregate samples to verify the TV submitted on a Contractor Job Mix Formula Proposal form.
- 2. Asphalt binder. Take at least two 1-quart samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.
- 3. RAP. Samples must be at least 50 pounds from each fractionated stockpile used or 100 pounds from the belt.
- 4. Plant-produced HMA-LG. The HMA-LG samples must be at least 250 pounds.

For aggregate, RAP, and HMA-LG, split the samples into at least 4 parts and label their containers. Submit 3 parts and keep 1 part.

After acceptance of the JMF submittal, the Agency verifies each proposed JMF within 20 days of receiving all verification samples.

For JMF verification, the Agency Lab tests the following for compliance with the specifications:

1. Aggregate quality
2. Aggregate gradation
3. HMA quality characteristics for Agency acceptance

To verify the HMA-LG for air voids, voids in mineral aggregate, and dust proportion, the Agency Lab uses an average of 3 briquettes. The Agency Lab tests plant-produced material.

If the Agency Lab verifies the JMF, the Engineer furnishes you a Hot Mix Asphalt Verification form.

You may submit an adjusted aggregate gradation TV on a Contractor Job Mix Formula Proposal form before verification testing. Aggregate gradation TV must be within the TV limits specified.

If the Agency Lab test results on plant-produced samples do not show compliance with the specifications, the Engineer notifies you. Submit a JMF adjusted after verification failure based on your testing unless the Engineer authorizes reverification without adjustments. The adjusted JMF must include a new Contractor Job Mix Formula Proposal form, Contractor Hot Mix Asphalt Design Data form, and the results of the failed verification testing. Engineer-authorized reverification without adjustment is not JMF adjusted after verification failure. A JMF adjusted after verification failure may include a change in:

1. Asphalt binder content TV up to  $\pm 0.20$  percent from the OBC value submitted on the Contractor Hot Mix Asphalt Design Data form
2. Aggregate gradation TV within the TV limits specified in the aggregate gradation table

You may adjust the JMF only once due to a failed verification test.

For each HMA-LG level and aggregate size specified, the Agency Lab verifies up to 2 proposed JMF submittals including a JMF adjusted after verification failure. Do not resubmit any of the 2 proposed submittals including a JMF adjusted after verification failure that failed verification on any other Agency projects.

A verified JMF is valid for 24 months.

In lieu of Agency-performed verification testing, the Agency may accept the results of verification testing performed by another City or County within 24 months for the same HMA-LG Level, aggregate size and source, and asphalt binder.

#### **139-4.3.4 Authorization**

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. Verification is required, the JMF has been verified within 24 months before HMA-LG production.
3. The Agency performs verification testing; the Engineer authorizes the verified JMF.
4. The Contractor QC plan has been reviewed and approved.

#### **139-4.3.5 Renewal**

The JMF must be verified for renewal from samples taken from the plant to be used. The laboratory who performs the verification must be qualified under the AASHTO resource program and the Caltrans Independent Assurance Program. You pay the cost of the JMF renewal.

You may request a JMF renewal by submitting:

1. Proposed JMF on a Contractor Job Mix Formula Proposal form
2. Previously verified JMF documented on a Caltrans Hot Mix Asphalt Verification form dated within 24 months
3. Mix design documentation on a Contractor Hot Mix Asphalt Design Data form used for the previously verified JMF

For a JMF renewal and upon request, in the Engineer's presence and from the same production run, take samples of:

1. Aggregates. Coarse, fine, and supplemental fine aggregates must be taken from the combined cold-feed belt or the hot bins. If lime treatment is required, samples must be taken from individual stockpiles before lime treatment. Samples must be at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. For hot-bin samples, the Agency combines these aggregate samples to verify the TV submitted on a Contractor Job Mix Formula Proposal form.
2. Asphalt binder. Take at least two 1-quart samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.
3. RAP. Samples must be at least 50 pounds from each fractionated stockpile.
4. Plant-produced HMA-LG. The HMA-LG samples must be at least 250 pounds.

Notify the Engineer at least 2 business days before sampling materials. For aggregate, RAP, and HMA-LG, split samples into at least 4 parts. Submit 3 parts and use 1 part for your testing.

Allow the Agency 5 business days from a complete JMF reverification submittal for document review of the aggregate qualities, mix design, and JMF.

The most recent aggregate quality test results within the past 12 months may be used for verification of JMF renewal.

The Agency may verify the JMF for renewal, at its own expense, in accordance with Section 139-4.3.3 except:

1. The Engineer keeps the samples until you provide test results for your part on a Contractor Job Mix Formula Renewal form.
2. The Agency Lab tests samples of materials obtained from the HMA-LG production until after you submit test results that comply with the mix design specifications.
3. After completion of the JMF verification renewal document review, the Agency Lab verifies each proposed JMF within 20 days of receiving the verification renewal samples and the complete Contractor Job Mix Formula Renewal form.
4. You may not adjust the JMF due to a failed verification.

The Engineer furnishes you an HMA-LG Verification form.

The HMA-LG Verification form is valid for 24 months.

#### **139-4.3.6 Modification**

For an authorized JMF, submit a modified JMF if you change any of the following:

1. Asphalt binder supplier
2. Liquid antistrip producer
3. Liquid antistrip dosage

You may change any of the above items only once during the Contract.

The Agency may authorize a JMF modification based upon review or require verification. The laboratory who prepares the JMF modification and, if requested, verification, must be qualified under the AASHTO re:source program and the Caltrans Independent Assurance Program. You pay the cost of the modified JMF verification.

Submit your modified JMF request at least 15 days before production. Each modified JMF submittal must include:

1. Proposed modified JMF on Contractor Job Mix Formula Proposal form, marked *Modified*.
2. Mix design records on Contractor Hot Mix Asphalt Design Data form for the authorized JMF to be modified.
3. JMF verification on Hot Mix Asphalt Verification form for the authorized JMF to be modified.

4. Test results for the modified JMF in compliance with the mix design specifications. Perform tests at the mix design OBC as shown on the Contractor Asphalt Mix Design Data form.

With an accepted modified JMF submittal, the Agency Lab verifies each modified JMF within 10 days of receiving all verification samples.

The Agency Lab verifies the modified JMF after the modified JMF HMA-LG is placed and verification samples are taken within the first 750 tons. The ITP tests verification samples for compliance with:

1. Hamburg wheel track mix design specifications
2. Air void content
3. Voids in mineral aggregate on plant-produced HMA mix design specifications
4. Dust proportion mix design specifications

The Agency Lab may test for moisture susceptibility for compliance with the mix design specifications.

If the modified JMF is verified, the Engineer revises your Hot Mix Asphalt Verification form to include the new asphalt binder source, new liquid antistriper producer, or new liquid antistriper dosage. Your revised form will have the same expiration date as the original form.

## **139-5 Production**

### **139-5.1 General**

Do not start HMA-LG production before authorization of the JMF.

Weighing and metering devices used for the production of HMA-LG modified with additives must comply with the Caltrans Material Plant Quality Program (MPQP):

<https://dot.ca.gov/programs/construction/material-plant-quality-program>

[or](#)

[comply with California Test 109 as certified by](#) a State of California Department of Food and Agriculture, Division of Measurement Standards, Registered Service Agency. A listing of registered service agencies is available at the following:

<https://www.cdfa.ca.gov/dms/programs/ras/rsalistings/rasListings.html>

If a loss-in-weight meter is used for dry HMA-LG additive, the meter must have an automatic and integral material delivery control system for the refill cycle.

Calibrate the loss-in-weight meter by:

1. Including at least 1 complete system refill cycle during each calibration test run
2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process
3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration
4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production
5. Using a minimum 15 minute or minimum 250-pound test run size for a dry ingredient delivery rate of less than 1 ton per hour.
6. Complying with the limits of Table B, "Conveyor Scale Testing Extremes," in the Caltrans' MPQP.

Proportion aggregate by hot or cold-feed control.

Asphalt binder temperature must be from 275 to 375 degrees F when mixed with aggregate.

Mix HMA-LG ingredients into a homogeneous mixture of coated aggregates.

HMA-LG must be produced at the temperatures shown in the following table:

<b>HMA-LG Production Temperatures</b>	
HMA compaction	Temperature (°F)
<b>HMA-LG</b>	
Density based	≤ 325
<b>HMA-LG with WMA technology</b>	
Density based	240–325

If RAP is used, the asphalt plant must automatically adjust the virgin asphalt binder to account for RAP percentage and RAP binder.

During production, you may adjust hot- or cold-feed proportion controls for virgin aggregate and RAP. For RAP substitution of 15 percent or less, RAP must be within  $\pm 5$  of RAP percentage shown in your Contractor Job Mix Formula Proposal form without exceeding 15 percent. For RAP substitution of greater than 15 percent, RAP must be within  $\pm 5$  of RAP percentage shown in your Contractor Job Mix Formula Proposal form without exceeding 25 percent.

### **139-5.2 Aggregate Lime Treatments**

#### **139-5.2.1 General**

Notify the Engineer at least 24 hours before the start of aggregate treatment.

Do not treat RAP.

The lime ratio is the pounds of dry lime per 100 pounds of dry virgin aggregate expressed as a percentage. Water content of slurry or untreated aggregate must not affect the lime ratio.

Coarse and fine aggregate fractions must have the lime ratio ranges shown in the following table:

Aggregate fractions	Lime ratio percent
Coarse	0.4–1.0
Fine	1.5–2.0
Combined	0.8–1.5

The lime ratio for fine and coarse aggregate must be within  $\pm 0.2$  percent of the lime ratio in the accepted JMF. The lime ratio must be within  $\pm 0.2$  percent of the authorized lime ratio when you combine the individual aggregate sizes in the JMF proportions. The lime ratio must be determined before the addition of RAP.

If marination is required, marinate treated aggregate in stockpiles from 24 hours to 60 days before using in HMA. Do not use aggregate marinated longer than 60 days. Treated aggregate must not have lime balls or clods.

#### **139-5.2.2 Dry Lime**

If marination is required:

1. Treat and marinate coarse and fine aggregates separately
2. Treat the aggregate and stockpile for marination only once
3. Treat the aggregate separately from HMA-LG production

Proportion dry lime by weight with an automatic continuous proportioning system.

If you use a batch-type proportioning system for HMA-LG production, control proportioning in compliance with the specifications for continuous mixing plants. Use a separate dry lime aggregate treatment system for HMA-LG batch mixing including:

1. Pugmill mixer
2. Controller
3. Weigh belt for the lime
4. Weigh belt for the aggregate

If a continuous mixing plant for HMA-LG production without lime-marinated aggregates is used, use a controller that measures the blended aggregate weight after any additional water is added to the mixture. The controller must determine the quantity of lime added to the aggregate from the aggregate weigh belt input in connection with the manually input total aggregate moisture, the manually input target lime content, and the lime proportioning system output. Use a continuous aggregate weigh belt and pugmill mixer for lime treatment in addition to the weigh belt for the aggregate proportioning to asphalt binder in the HMA plant. If you use a water meter for moisture control for lime treatment, the meter must comply with Caltrans' MPQP manual.

When mixing dry lime with aggregate, the aggregate moisture content must ensure complete lime coating. The aggregate moisture content must not cause aggregate to be lost between the point of weighing the combined aggregate continuous stream and the dryer. Add water to the aggregate for mixing and coating before dry lime addition. Immediately before mixing lime with aggregate, water must not visibly separate from the aggregate.

Mix aggregate, water, and dry lime with a continuous pugmill mixer with twin shafts. Immediately before mixing lime with aggregate, water must not visibly separate from the aggregate. Store dry lime in a uniform and free-flowing condition. Introduce dry lime to the pugmill in a continuous process. The introduction must occur after the aggregate cold feed and before the point of proportioning across a weigh belt and the aggregate dryer. Prevent loss of dry lime.

The pugmill must be equipped with paddles arranged to provide sufficient mixing action and mixture movement. The pugmill must produce a homogeneous mixture of uniformly coated aggregates at mixer discharge.

If the aggregate treatment process is stopped longer than 1 hour, clean the equipment of partially treated aggregate and lime.

Aggregate must be completely treated before introduction into the mixing drum.

### **139-5.2.3 Lime Slurry**

For lime slurry aggregate treatment, treat aggregate separate from HMA-LG production. Stockpile and marinate the aggregate.

Proportion lime and water with a continuous or batch mixing system.

Add lime to the aggregate as slurry consisting of mixed dry lime and water at a ratio of 1-part lime to from 2 to 3 parts water by weight. The slurry must completely coat the aggregate.

Immediately before mixing lime slurry with the aggregate, water must not visibly separate from the aggregate.

Proportion lime slurry and aggregate by weight in a continuous process.

### **139-5.3 Warm Mix Asphalt Technology**

Proportion all ingredients by weight. The HMA-LG plant process controller must be the sole source of ingredient proportioning control and be fully interfaced with all scales and meters used in the production process. The addition of the HMA additive must be controlled by the plant process controller.

Liquid ingredient additive, including a normally dry ingredient made liquid, must be proportioned with a mass flow meter at continuous mixing plants. Use a mass flow meter or a container scale to proportion liquid additives at batch mixing plants.

Continuous mixing plants using HMA-LG additives must comply with the following:

1. Dry ingredient additives for continuous production must be proportioned with a conveyor scale or a loss-in-weight meter.
2. HMA-LG plant process controller and ingredient measuring systems must be capable of varying all ingredient-feed rates proportionate with the dry aggregate delivery at all production rates and rate changes.
3. Liquid HMA-LG additive must enter the production stream with the binder. Dry HMA-LG additive must enter the production stream at or before the mixing area.
4. If dry HMA-LG additives are used at continuous mixing HMA-LG plants, bag-house dust systems must return all captured material to the mix. This requirement is waived for lime-treated aggregates.
5. HMA-LG additive must be proportioned to within  $\pm 0.3$  percent of the target additive rate.

Batch mixing plants using HMA-LG additives must comply with the following:

1. If a container scale is used, weigh additive before combining with asphalt binder. Keep the container scale separate from other ingredient proportioning. The container scale capacity must be no more than twice the volume of the maximum additive batch size. The container scale's graduations must be smaller than the proportioning tolerance or 0.001 times the container scale capacity.
2. Dry HMA-LG additive proportioning devices must be separate from metering devices for the aggregates and asphalt binder. Proportion dry HMA-LG additive directly into the pugmill, or place in an intermediate holding vessel to be added to the pugmill at the appropriate time in the batch cycle. Dry ingredients for batch production must be proportioned with a hopper scale.
3. Zero tolerance for the HMA-LG additive batch scale is  $\pm 0.5$  percent of the target additive weight. The indicated HMA-LG additive batch scale weight may vary from the preselected weight setting by up to  $\pm 1.0$  percent of the target additive weight.

#### **139-5.4 Production Start-Up Evaluation**

Evaluation of HMA-LG production and placement at production start-up is not required if the total tonnage for the work for the Level and aggregate size is less than 2,000 tons. You and the Engineer evaluate HMA-LG production and placement at production start-up if the total tonnage for the work for the Level and aggregate size is:

1. Greater than 4,000 tons
2. Between 2,000 and 4,000 tons and the JMF has not been verified by testing performed by the Agency lab or the Agency did not accept verification testing performed by another City or County as specified in Section 139-4.3.3.

Within the first 750 tons produced on the 1st day of HMA-LG production, in the Engineer's presence, and from the same production run, take samples of:

1. Aggregates
2. Asphalt binder
3. RAP
4. HMA-LG

Sample aggregates from the combined cold-feed belt or hot bin. Take RAP samples from the RAP system.

For aggregates, RAP, and HMA-LG, split the samples into at least 4 parts and label their containers. Submit 3 parts to the Engineer and keep 1 part. The Engineer must retain 2 parts in the event of dispute resolution.

You and the Engineer must test the samples and report test results, except for California Test 389. If you proceed with paving before receipt of the test results, the Engineer may consider the HMA placed to be represented by these test results.

California Test 389 is not required.

If production stops for more than 60 days, perform a production start-up evaluation. If production stops for more than 30 days but less 60 days, perform a reduced production start-up evaluation. Reduced production start-up evaluation is production start-up evaluation without California Test 389.

If production start-up evaluation fails, do not begin production.

The test strip construction, cores, and correlation of the nuclear gauge specified in Section 139-6.8.1 may be performed concurrently with production start-up evaluation for the total HMA tonnage of 2,000 tons or above. For the smaller size projects, the test strip is not required.

### **139-5.5 Quality Control**

#### **139-5.5.1 General**

QC test results must comply with the specifications for Agency acceptance.

Condition each at-the-plant sample of HMA-LG mixture when composite aggregate absorption factor is greater than 2.0 percent as indicated by the JMF in compliance with sections 7.1.2, 7.1.3, and 7.1.4 of AASHTO R 30.

Prepare 3 briquettes for air voids content and voids in mineral aggregate determination. Report the average of 3 tests. If 2 consecutive material QC test results or any 3 material QC test results for 1 day's production do not comply with the specifications:

1. Stop HMA-LG production
2. Notify the Engineer
3. Take corrective action
4. Demonstrate compliance with the specifications before resuming production and placement

For QC tests performed under AASHTO T 27, results are considered 1 QC test regardless of number of sieves out of compliance.

Do not resume production and placement until the Engineer authorizes your corrective action proposal.

#### **139-5.5.2 Aggregate**

##### **139-5.5.2.1 General**

Test the quality characteristics of aggregates under the test methods and frequencies shown in the following table:



### Aggregate Testing Frequencies

Quality characteristic	Test method	Minimum testing frequency
Gradation <sup>a</sup>	AASHTO T 27	1 per 750 tons and any remaining part
Sand equivalent <sup>b, c</sup>	AASHTO T 176	
Moisture content <sup>d</sup>	AASHTO T 255	
Crushed particles	AASHTO T 335	Levels 1: 1 per 10,000 tons or 1 per project whichever is greater
Los Angeles Rattler	AASHTO T 96	
Flat and elongated particles	ASTM D4791	
Fine aggregate angularity <sup>e</sup>	AASHTO T 304 Method A	Levels 2 and 3: 1 per 10,000 tons or 2 per project whichever is greater

<sup>a</sup>If RAP is used, test the combined aggregate gradation under California Test 384.

<sup>b</sup>Reported value must be the average of 3 tests from a single sample.

<sup>c</sup>Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

<sup>d</sup>Test at continuous mixing plants only. If RAP is used, test the RAP moisture content at continuous mixing plant and batch mixing plant.

<sup>e</sup>Waived if 10% or less non-manufactured sand.

For lime treated aggregate, test aggregate before treatment and test for gradation and moisture content during HMA-LG production.

#### 139-5.5.2.2 Gradations

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion.

Choose a TV within the TV limits shown in the tables titled "Aggregate Gradations."

Gradations are based on nominal maximum aggregate size.

#### 139-5.5.2.3 Lime Treatments

If aggregate lime treatment is used, submit the following with your proposed JMF submittal and each time you produce lime-treated aggregate:

1. Exact lime proportions for fine and coarse virgin aggregates
2. If marination is required, the averaged aggregate quality test results within 24 hours of sampling
3. For dry lime aggregate treatment, a treatment data log from the dry lime and aggregate proportioning device in the following order:
  - 3.1. Treatment date
  - 3.2. Time of day the data is captured
  - 3.3. Aggregate size being treated
  - 3.4. HMA type and mix aggregate size
  - 3.5. Wet aggregate flow rate collected directly from the aggregate weigh belt
  - 3.6. Aggregate moisture content, expressed as a percentage of the dry aggregate weight
  - 3.7. Flow rate of dry aggregate calculated from the flow rate of wet aggregate
  - 3.8. Dry lime flow rate
  - 3.9. Lime ratio from the authorized JMF for each aggregate size being treated
  - 3.10. Lime ratio from the authorized JMF for the combined aggregates
  - 3.11. Actual lime ratio calculated from the aggregate weigh belt output, aggregate moisture input, and dry lime meter output, expressed as a percentage of the dry aggregate weight
  - 3.12. Calculated difference between the authorized lime ratio and the actual lime ratio

4. For lime slurry aggregate treatment, a treatment data log from the slurry proportioning device in the following order:
  - 4.1. Treatment date
  - 4.2. Time of day the data is captured
  - 4.3. Aggregate size being treated
  - 4.4. Wet aggregate flow rate collected directly from the aggregate weigh belt
  - 4.5. Moisture content of the aggregate just before treatment, expressed as a percentage of the dry aggregate weight
  - 4.6. Dry aggregate flow rate calculated from the wet aggregate flow rate
  - 4.7. Lime slurry flow rate measured by the slurry meter
  - 4.8. Dry lime flow rate calculated from the slurry meter output
  - 4.9. Authorized lime ratio for each aggregate size being treated
  - 4.10. Actual lime ratio calculated from the aggregate weigh belt and slurry meter output, expressed as a percentage of the dry aggregate weight
  - 4.11. Calculated difference between the authorized lime ratio and actual lime ratio
  - 4.12. Dry lime and water proportions at the slurry treatment time

Each day during lime treatment, submit the treatment data log on electronic media in tab delimited format on a removable CD-ROM storage disk. Each continuous treatment data set must be a separate record using a line feed carriage return to present the specified data on 1 line. The reported data must include data titles at least once per report.

If lime treatment is required, sample coarse and fine aggregates from individual stockpiles before lime treatment. Combine aggregate in the JMF proportions. Test the aggregates under the test methods and frequencies shown in the following table:

**Aggregate Quality Control During Lime Treatment**

Quality characteristic	Test method	Minimum sampling and testing frequency
Sand equivalent <sup>a, b</sup>	AASHTO T 176	1 per 750 tons of untreated aggregate
Percent of crushed particles	AASHTO T 335	Levels 1: 1 per 10,000 tons or 1 per project whichever is greater
Los Angeles Rattler	AASHTO T 96	
Fine aggregate angularity	AASHTO T 304, Method A	Levels 2 and 3: 1 per 10,000 tons or 2 per project whichever is greater
Flat and elongated particles	ASTM D4791	

<sup>a</sup>Report test results as the average of 3 tests from a single sample.

<sup>b</sup>Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

For lime slurry aggregate treatment, determine the aggregate moisture content at least once every 2 hours of treatment. Calculate moisture content under AASHTO T 255 and report it as a percent of dry aggregate weight. Use the moisture content calculations as a set point for the proportioning process controller.

The device controlling lime and aggregate proportioning must produce a treatment data log. The log must consist of a series of data sets captured at 10-minute intervals throughout daily treatment. The data must be a treatment activity register and not a summation. The material represented by a data set is the quantity produced 5 minutes before and 5 minutes after the capture time. Collected data must be stored by the controller for the duration of the Contract.

If 3 consecutive sets of recorded treatment data indicate a deviation of more than 0.2 percent above or below the lime ratio in the authorized JMF, stop treatment and take corrective action.

If a set of recorded treatment data indicates a deviation of more than 0.4 percent above or below the lime ratio in the authorized JMF, stop treatment and do not use the material represented by that set of data in HMA-LG.

If 20 percent or more of the total daily treatment indicates a deviation of more than 0.2 percent above or below the lime ratio in the authorized JMF, stop treatment and do not use that day's treated aggregate in HMA-LG.

The Engineer may order you to stop aggregate treatment activities for any of following:

1. You fail to submit treatment data log.
2. You fail to submit aggregate QC data for marinated aggregate.
3. You submit incomplete, untimely, or incorrectly formatted data.
4. You do not take corrective actions.
5. You take late or unsuccessful corrective actions.
6. You do not stop treatment when proportioning tolerances are exceeded.
7. You use malfunctioning or failed proportioning devices.

If you stop treatment for noncompliance, notify the Engineer of any corrective actions taken and conduct a successful 20-minute test run before resuming treatment.

### **139-5.5.3 Reclaimed Asphalt Pavement**

During RAP production sample RAP at a minimum frequency of 1 sample per 1,000 tons with a minimum of 6 samples per stockpile and test for the following:

1. Binder content under AASHTO T308 and T164
2. Aggregate gradation under California Test 384

Sample and test processed RAP at a minimum frequency of 1 sample per 1,000 tons with a minimum of 6 samples per fractionated stockpile. If the fractionated stockpile has not been augmented, the 3 RAP samples taken and tested for mix design can be part of this minimum sample requirement. If a processed RAP stockpile is augmented, sample and test processed RAP quality characteristics at a minimum frequency of 1 sample per 500 tons of augmented RAP.

When tested under AASHTO T 308, the uncorrected binder content of the combined RAP sample must be within  $\pm 2.00$  percent of the average uncorrected asphalt binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form. If a new processed RAP stockpile is required, the average uncorrected binder content of the new processed RAP stockpile tested under AASHTO T 308 must be within  $\pm 2.00$  percent of the average uncorrected binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form. You must use the same ignition oven (or an oven correlated to the oven) used to determine the uncorrected asphalt binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form.

The combined RAP sample when tested under AASHTO T 209 must be within  $\pm 0.06$  of the average maximum specific gravity reported on page 4 of your Caltrans Contractor Hot Mix Asphalt Design Data form.

During HMA-LG production, sample RAP twice daily and perform QC testing for:

1. Aggregate gradation at least once a day under California Test 384
2. Moisture content at least once a day

Submit QC test results for gradation with the combined aggregate gradation within 2 business days of taking RAP samples during HMA-LG production.

### **139-5.5.4 Liquid Antistrip Treatment**

For each delivery of liquid antistrip to the HMA-LG production plant, submit a 1-pint sample to the Engineer. Submit shipping documents. Label each liquid antistrip sampling container with:

1. Liquid antistrip type
2. Application rate
3. Sample date
4. Contract number

At the end of each day's production shift, submit production data in electronic and printed media. Present data on electronic media in a tab delimited format. Use line feed carriage return with 1 separate record per line for each production data set. Allow enough fields for the specified data. Include data titles at least once per report. For each HMA-LG mixing plant type, submit the following information in the order specified:

1. For batch plant mixing:
  - 1.1. Production date
  - 1.2. Time of batch completion
  - 1.3. Mix size and type
  - 1.4. Each ingredient's weight
  - 1.5. Asphalt binder content as a percentage of the total weight of mix
  - 1.6. Liquid antistrip content as a percentage of the asphalt binder weight
2. For continuous mixing plant:
  - 2.1. Production date
  - 2.2. Data capture time
  - 2.3. Mix size and type
  - 2.4. Flow rate of wet aggregate collected directly from the aggregate weigh belt
  - 2.5. Aggregate moisture content as a percentage of the dry aggregate weight
  - 2.6. Flow rate of asphalt binder collected from the asphalt binder meter
  - 2.7. Flow rate of liquid antistrip collected from the liquid antistrip meter
  - 2.8. Asphalt binder content as a percentage of the total weight of mix calculated from:
    - 2.8.1. Aggregate weigh belt output
    - 2.8.2. Aggregate moisture input
    - 2.8.3. Asphalt binder meter output
  - 2.9. Liquid antistrip content as a percentage of the asphalt binder weight calculated from:
    - 2.9.1. Asphalt binder meter output
    - 2.9.2. Liquid antistrip meter output

For continuous mixing or batch-plant mixing, sample asphalt binder before adding liquid antistrip. For continuous mixing, sample the combined asphalt binder and liquid antistrip after the static mixer.

If 3 consecutive sets of recorded production data show that the actual delivered liquid antistrip weight is more than  $\pm 1$  percent of the authorized mix design liquid antistrip weight, stop production and take corrective action.

If a set of recorded production data shows that the actual delivered liquid antistrip weight is more than  $\pm 2$  percent of the authorized mix design liquid antistrip weight, stop production. If the liquid antistrip weight exceeds 1.2 percent of the asphalt binder weight, do not use the HMA-LG represented by that data.

The continuous mixing plant controller proportioning the HMA-LG must produce a production data log. The log must consist of a series of data sets captured at 10-minute intervals throughout daily production. The data must be a production activity register and not a summation. The material represented by the data is the quantity produced 5 minutes before and 5 minutes after the capture time. For the duration of the Contract, the collected data must be stored by the plant controller or a computer's memory at the plant.

The Engineer orders proportioning activities stopped for any of the following reasons:

1. You fail to submit data
2. You submit incomplete, untimely, or incorrectly formatted data
3. You fail to take corrective actions
4. You take late or unsuccessful corrective actions
5. You fail to stop production when proportioning tolerances are exceeded
6. You use malfunctioning or failed proportioning devices

If you stop production, notify the Engineer of any corrective actions taken before resuming.

**139-5.5.5 Warm Mix Asphalt Technology**

Collect and hold data for the duration of the Contract and submit the electronic media daily. The snapshot of production data must include the following:

1. Production date
2. Production location
3. Time of day the data is captured
4. HMA-LG mix type being produced and target binder rate
5. HMA-LG additive type, brand, and target rate
6. Temperature of the binder and HMA-LG mixture
7. For a continuous mixing plant, the rate of flow of the dry aggregate calculated from the wet aggregate flow rate as determined by the conveyor scale
8. For a continuous mixing plant, the rate of flow of the asphalt meter
9. For a continuous mixing plant, the rate of flow of HMA-LG additive meter
10. For batch plant mixing, actual batch weights of all ingredients
11. Dry aggregate to binder ratio calculated from metered ingredient output
12. Dry aggregate to HMA-LG additive ratio calculated from metered output

At the end of each day's production shift, submit electronic and printed media from the HMA-LG plant process controller. Present data on electronic media in comma-separated values or tab-separated values format. The captured data for the ingredients represented by the production snapshot must have allowances for sufficient fields to satisfy the amount of data required by these specifications and include data titles at least once per report.

**139-5.5.6 Hot Mix Asphalt Mixtures**

Test the quality characteristics of HMA-LG under the test methods and frequencies shown in the following table:

**HMA-LG Production Testing Frequencies**

Quality characteristic	Test method	Minimum testing frequency
Asphalt binder content	AASHTO T 308, Method A	1 per 750 tons and any remaining part
HMA moisture content	AASHTO T 329	1 per 2,500 tons but not less than 1 per paving day
Air voids content	AASHTO T 269	1 per 4,000 tons or 2 every 5 paving days, whichever is greater
Voids in mineral aggregate	MS-2 Asphalt Mixture Volumetrics	1 per 10,000 tons or 2 per project whichever is greater
Dust proportion	MS-2 Asphalt Mixture Volumetrics	

Submit QC test results within 3 business days of a request.

If a tapered notched wedge is used, submit compaction test result values within 24 hours of testing.

**139-6 Construction**

**139-6.1 General**

If a WMA technology is used, a technical representative for the WMA technology must attend the preconstruction meeting.

Do not place HMA-LG on wet pavement or frozen surface.

HMA-LG must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps
4. Marks
5. Tearing
6. Irregular texture

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing HMA-LG over the existing pavement.

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes changes, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer, including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

If shoulders or median borders are shown, pave shoulders and median borders adjacent to the lane before opening a lane to traffic.

If shoulder conform tapers are shown, place conform tapers concurrently with the adjacent lane's paving.

If a driveway or a road connection is shown, place additional HMA-LG along the pavement's edge to conform to road connections and driveways. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

## **139-6.2 Equipment**

### **139-6.2.1 Spreading Equipment**

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA-LG the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must be heated and produce a uniform HMA-LG surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA-LG from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

### **139-6.2.2 Material Transfer Vehicle**

If a material transfer vehicle is specified, the material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:

1. Either receiving HMA-LG directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface
2. Remixing the HMA-LG with augers before transferring into the paver's receiving hopper or feed system
3. Transferring HMA-LG directly into the paver's receiving hopper or feed system

### **139-6.3 Surface Preparation**

Prepare subgrade to receive HMA-LG under the sections for the material involved. Subgrade must be free of loose and extraneous material.

Before placing HMA-LG, remove loose paving particles, dirt, and other extraneous material by any means.

The full-width of a surface to which tack coat is to be applied shall be cleaned with a self-propelled, truck-mounted sweeper equipped with both power brooms and a vacuum system to remove loose dirt, sand, dust and other objectionable material. The surface to which tack coat is to be applied shall be dry prior to application.

### **139-6.4 Tack Coat**

Prior to applying tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.

Apply a tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
  - 3.1. Curbs
  - 3.2. Gutters
  - 3.3. Construction joints

The surfaces of structures and trees adjacent to the areas being treated shall be protected to prevent their being splashed or damaged.

Equipment for the application of tack coat must comply with section 37-1.03B of the Caltrans Standard Specifications.

For gore points and other areas not accessible to a truck distributor bar apply by hand spraying.

Close areas receiving tack coat to traffic. Do not allow the tracking of tack coat onto pavement surfaces beyond the job site.

If you use an asphalt binder for tack coat, the asphalt binder temperature must be from 285 to 350 degrees F when applied.

A certificate of compliance for each truckload of emulsion or asphalt binder shall be provided to the Engineer before the application of tack coat starts. The Engineer may obtain and retain samples for testing.

Immediately after cleaning the surface, except if water was used, apply a tack coat in one application at the minimum residual rate shown in the table. If water was used, do not apply a tack coat until immediately after the surface is dry. The distributor truck spray bar shall be pressurized during application and discharge tack coat material in a fan shape (spray cone) from each nozzle. The spray bar shall be set at a height above the existing pavement which results in each interior spray cone overlapping a minimum of twice

before coming into contact with the underlying pavement. Streaking or streaked applications will not be accepted.

**Tack Coat Application Rates for HMA-LG**

HMA over:	Minimum residual rates <sup>1</sup> (gallons/square yard)		
	CSS-1/CSS-1h, SS-1/SS-1h and QS-1h/CQS-1h asphaltic emulsion	CRS-1/CRS-2, RS-1/RS-2 and QS-1/CQS-1 asphaltic emulsion	Asphalt binder and PMRS-2/PMCRS-2 and PMRS-2h/PMCRS-2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
Concrete pavement and existing asphalt concrete surfacing	0.03	0.04	0.03
Cold Milled/Micro-Milled/Cold Planed Pavement	0.05	0.06	0.04

<sup>1</sup>The residual application rate will be verified in accordance with ASTM D2995.

Following the application of tack coat, the surface shall be allowed to cure without being disturbed for period of time necessary to permit setting of the tack coat. Tack coat shall be applied only as far in advance of the placing of the overlying layer as required for that day's operation. Treated surface shall be protected from damage until the succeeding course of pavement is placed.

Apply a tack coat to vertical surfaces with a residual rate that will thoroughly coat the vertical face without running off.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under section 9-1.02 of the Caltrans Standard Specifications or use water meters from water agencies. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

If authorized, you may change tack coat rates.

Immediately in advance of placing HMA-LG, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

**139-6.5 Placement**

**139-6.5.1 General**

The Engineer will meet daily with the Contractor on days when paving occurs to ensure the Contractor's operations are continuous and non-stop.

Deliver HMA-LG to the site in a thoroughly mixed condition and spread by a self-propelled asphalt paving machine.

HMA-LG shall only be placed when the ambient temperature and adjoining surfaces in the shade temperature are both greater than 55°F.

No placement will be allowed when the roadway is moist, damp or when it is raining. For the purpose of this provision, "raining" means any weather condition that causes the roadway to become moist or damp.



In the case of sudden precipitation, all paving work must stop immediately, all HMA-LG on site not yet placed and all HMA-LG in transit from the plant will be rejected and no payment will be allowed.

You may deposit HMA-LG in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for depositing, pickup, loading, and paving are continuous

Do not use petroleum products such as kerosene or diesel fuel to release HMA-LG from trucks, spreaders, or compactors.

Where the pavement thickness shown is 0.30 foot or greater, you may place HMA-LG in multiple lifts not less than 0.15 foot each. If placing HMA-LG in multiple lifts:

1. Table in Section 139.3.1.3 does not apply
2. Aggregate gradation must comply with the requirements shown in the following table:

**Aggregate Gradation Requirements**

HMA-LG lift thickness	Gradation
0.15 to less than 0.20 foot	1/2 inch
0.20 foot to less than 0.25 foot	3/4 inch
0.25 foot or greater	3/4 inch

3. Apply a tack coat before placing a subsequent lift
4. The Engineer evaluates each HMA-LG lift individually for compliance

If the ambient air temperature is below 60 degrees F, cover the loads in trucks with tarpaulins. If the time for HMA-LG discharge to truck at the HMA-LG plant until transfer to paver's hopper is 90 minutes or greater and if the ambient air temperature is below 70 degrees F, cover the loads in trucks with tarpaulins, unless the time from discharging to the truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or the pavement surface.

Spread HMA-LG with WMA at the ambient air and surface temperatures shown in the following table:

**Minimum Ambient Air and Surface Temperatures**

Lift thickness (feet)	Ambient air (°F)		Surface (°F)	
	Unmodified asphalt binder	Modified asphalt binder	Unmodified asphalt binder	Modified asphalt binder
<i>HMA-LG produced with WMA water injection technology</i>				
<0.15	55	50	60	55
≥0.15	45	45	50	50
<i>HMA-LG produced with WMA additive technology</i>				
<0.15	45	45	50	45
≥0.15	40	40	40	40

**139-6.5.2 Longitudinal Joints**

Longitudinal joints in the top layer must match lane lines. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the lane line. Other longitudinal joint placement patterns are allowed if authorized.

A vertical longitudinal joint of more than 0.15 foot is not allowed at any time between adjacent lanes open to traffic.

For an HMA-LG thickness of 0.15 foot or less, the distance between the ends of the adjacent surfaced lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.

For an HMA-LG thickness greater than 0.15 foot, you must place HMA-LG on adjacent traveled way lanes or shoulder such that at the end of each work shift the distance between the ends of HMA-LG layers on adjacent lanes is from 5 to 10 feet. Place additional HMA-LG along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA-LG to form temporary conforms. You may place kraft paper or other authorized release agent under the conform tapers to facilitate the taper removal when paving activities resume.

If placing HMA-LG against the edge of existing pavement, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material.

### **139-6.6 Compaction**

**The compacted HMA layers must be 2"-2.5" thick. The maximum lift thickness shall be 2.5". Start rolling at the lower edge and progress toward the highest part. Roll supported edges (edges along concrete curbs and gutters, or headers) before unsupported edges. If approved, you may delay rolling of an unsupported edge if the required density is achieved on the remainder of the mat after the completion of finish rolling.**

**Compact each 2-2.5-inch-thick HMA layer (1 pass with Drum roller, 4-6 passes with an independent suspension pneumatic roller and then 1-2 with the steel drum roller just to take out seam lines). The pneumatic roller must weigh at least 8 tons, with a minimum 75 psi tire pressure.**

**Hot Mix Asphalt should be at least 265°F immediately before compaction (after the float/screed). Best temperature for initially rolling hot mix asphalt is 265°F-320°F. Finish roll HMA top surface at 165-190°F with steel drum roller to remove tire marks.**

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving.

Intermediate rolling shall be completed if a vibratory roller is used as a finish roller, turn the vibrator off.

HMA-LG, after the completion of rolling, shall be compacted to not less than 92 percent and not more than 97 percent of the maximum theoretical density (MTD) as determined in accordance with AASHTO T 209.

Do not open new HMA-LG pavement to traffic until its mid depth temperature is below 160 degrees F.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

### **139-6.7 Smoothness**

The HMA-LG pavement top layer must not vary from the lower edge of a 12-foot-long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

### **139-6.8 Quality Control**

#### **139-6.8.1 HMA-LG Density**

For the HMA tonnage of 2,000 tons or above, the Contractor shall demonstrate that their equipment and operation can achieve the required density on a test strip not less than 200 feet long and 12 feet wide in

accordance with California Test 375. The Contractor is responsible for the quality control process necessary to achieve the required density.

The test strip construction may be on the same day as production testing or the first day of paving. If on the first day of paving, the Engineer will issue a notice to proceed for paving after the completion of the test strip. You are fully responsible for achieving the required in-place density both prior to, and after, determination of the theoretical maximum density.

### **139-6.8.2 In-Place Density**

The Engineer determines the percent of theoretical maximum density by determining the in-place density by nuclear gauge and dividing by the theoretical maximum density.

The Engineer will determine the field density by a nuclear gauge correlated from cores taken from the test strip in accordance with California Test 375. Nuclear gauge asphalt testing devices will be re-correlated whenever there is a change in lift thickness of 1/2 inch or greater, underlying material, materials source, or mix design.

## **139-7 Acceptance**

### **139-7.1.1 General**

The Agency tests treated aggregate for acceptance before lime treatment except for gradation.

The Engineer takes HMA-LG samples from any of the following locations:

1. Plant
2. Truck
3. Windrow
4. Mat behind the paver

You must assist in collecting Engineer acceptance samples. Sample in the presence of the Engineer. Split the Engineer acceptance samples into at least 4 parts. Engineer retains 3 parts and you keep 1 part.

To obtain workability of the HMA-LG sample for splitting, the Engineer reheats each sample of HMA-LG mixture not more than 2 cycles. Each reheat cycle is performed by placing the loose mixture in a mechanical forced-draft oven for 2 hours or less after the sample reaches 140 degrees F.

The Engineer conditions each at-the-plant sample of HMA-LG mixture when composite aggregate absorption factor is greater than 2.0 percent as indicated by the JMF in compliance with sections 7.1.2, 7.1.3, and 7.1.4 of AASHTO R 30.

No single aggregate or HMA-LG test result may represent more than 750 tons or one day's production, whichever is less.

For Agency acceptance tests performed under AASHTO T 27, results are considered 1 Agency acceptance test regardless of the number of sieves out of compliance.

The Engineer accepts HMA-LG based on:

1. Authorized JMF
2. Authorized QC plan
3. Asphalt binder compliance
4. Asphalt emulsion compliance
5. Visual inspection
6. Pavement smoothness

The Agency accepts HMA-LG based on compliance with:

1. Aggregate quality requirements shown in the following table:

<b>Aggregate Quality</b>		
Quality Characteristic	Test Method	Requirement
Aggregate gradation <sup>a</sup>	AASHTO T 27	JMF ± Tolerance
Percent of crushed particles Coarse aggregate (min, %) One-fractured face Two-fractured faces  Fine aggregate (min, %) (Passing No. 4 sieve and retained on No. 8 sieve.) One-fractured face	AASHTO T 335	As specified for each Level in Section 139-3.1.2  70
Los Angeles Rattler (max, %) Loss at 100 Rev. Loss at 500 Rev.	AASHTO T 96	As specified for each Level in Section 139-3.1.2
Sand equivalent (min.) <sup>b, c</sup>	AASHTO T 176	45 (Levels 1 and 2); 47 (Level 3)
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) <sup>d</sup>	AASHTO T 304, Method A	45

<sup>a</sup>The Engineer determines combined aggregate gradations containing RAP under California Test 384. The Engineer uses the correlation factor from Contractor Hot Mix Data Form and mathematically combines the virgin and corrected RAP aggregate gradations at the correct proportions to obtain the combined gradation.

<sup>b</sup>Reported value must be the average of 3 tests from a single sample.

<sup>c</sup>Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

<sup>d</sup>The Engineer waives this specification if HMA-LG contains 10 percent or less of non-manufactured sand by weight of total aggregate.

2. If RAP is used, RAP quality requirements shown in the following table:

<b>Reclaimed Asphalt Pavement Quality</b>		
Quality Characteristic	Test Method	Requirement
Uncorrected binder content (% within the average value reported <sup>a</sup> )	AASHTO T 308	± 2.00
Specific gravity (within the average value reported <sup>b</sup> )	AASHTO T 209	± 0.06

<sup>a</sup>Average uncorrected binder content of three ignition oven tests performed at JMF verification. Engineer must use the same ignition oven used to determine the average uncorrected binder content at JMF verification.

<sup>b</sup>Average maximum specific gravity reported on page 4 of Contractor Hot Mix Asphalt Design Data form.

3. In-place HMA-LG quality requirements shown in the following table:

**HMA-LG Acceptance In Place**

Quality Characteristic	Test Method	Requirement
Asphalt binder content (%)	AASHTO T 308 Method A	JMF -0.40, +0.60
HMA-LG moisture content (max, %)	AASHTO T 329	1.00
Air voids content at N <sub>design</sub> (%) <sup>a, b</sup>	AASHTO T 269	3.5 ± 1.5: Level 1 4.0 ± 1.5: Levels 2 & 3
Voids in mineral aggregate on laboratory-produced HMA-LG (min, %) <sup>d</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch 1-inch with NMAAS = 1-inch with NMAAS = 3/4-inch	MS-2 Asphalt Mixture Volumetrics	As specified for each Level in Section 139-4.2.1
Voids in mineral aggregate on plant-produced HMA-LG (min, %) <sup>a</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch 1-inch with NMAAS = 1-inch with NMAAS = 3/4-inch	MS-2 Asphalt Mixture Volumetrics <sup>c</sup>	As specified for each Level in Section 139-4.2.1
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.6–1.3 <sup>g</sup>
Density (% of max theoretical density) <sup>e, f</sup>	California Test 375	92.0–97.0

<sup>a</sup>Prepare 3 briquettes. Report the average of 3 tests.

<sup>b</sup>The Engineer determines the bulk specific gravity of each lab-compacted briquette under AASHTO T 275, Method A, and theoretical maximum specific gravity under AASHTO T 209, Method A.

<sup>c</sup>Determine bulk specific gravity under AASHTO T 275, Method A.

<sup>d</sup>The Engineer determines the laboratory-prepared HMA-LG value for only mix design verification.

<sup>e</sup>The Engineer determines percent of theoretical maximum density under California Test 375 except the Engineer uses:

1. AASHTO T 275 to determine in-place density of each density core for dispute resolution.
2. AASHTO T 209, Method A to determine theoretical maximum density instead of calculating test maximum density.

<sup>f</sup>The Engineer determines theoretical maximum density under AASHTO T 209, Method A, at the frequency specified in California Test 375, part 5, section D.

<sup>g</sup>For lime-treated aggregates, the dust proportion requirement is 0.6–1.5.

### 139-7.1.2 HMA-LG Density

The project will be divided into lots of 1500 tons. If one day's production is less than 1500 tons that day's production will be a lot. If one day's production is one lot plus an additional amount, the additional work will be included in the last lot of 1500 tons. The Engineer will sample and test each lot prior to acceptance. Testing of lots will be at the Engineer's discretion. If the Engineer does not test the lot, it will be accepted.

The Engineer will calculate the percent of MTD for each lot to the nearest 0.1 percent for each calibrated nuclear gauge density reading or each core by dividing the in-place density by the MTD and multiplying by 100 percent. The mean percent of MTD will be used by the Engineer to determine compliance with the specification for each lot.

If the percent of theoretical maximum density does not comply with the specifications, the Engineer must accept the HMA-LG lot and take a payment deduction as shown in the following table:

**Reduced Payment Factors for Percent of Maximum Theoretical Density**

HMA-LG percent of maximum theoretical density	Reduced payment factor	HMA-LG percent of maximum theoretical density	Reduced payment factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
<90.0	Remove and replace	>99.0	Remove and replace

### 139-8 Measurement

#### 139-8.1 Tack Coat

The weight of asphalt binder used for tack coat will be calculated in accordance with Section 92-1.04 of the Caltrans Standard Specifications. The weight of asphalt emulsion will be calculated in accordance with Section 94-1.04 of the Caltrans Standard Specifications.

#### 139-8.2 HMA-LG

The payment quantity for HMA-LG of the Level shown on the Bid Item List is measured based on the combined mixture weight. If recorded batch weights are printed automatically, the bid item for HMA-LG is measured by using the printed batch weights, provided:



**Appendix A - Quality Assurance Program**



COUNTY OF TRINITY  
DEPARTMENT  
OF TRANSPORTATION  
WEAVERVILLE, CALIFORNIA

# NOTICE TO BIDDERS, SPECIAL PROVISIONS AND BID BOOK

FOR

ER STORM DAMAGE REPAIR  
TRINITY DAM BLVD AT P.M. 22.9

IN TRINITY COUNTY,  
CALIFORNIA

CONTRACT NO. 22-ROAD-01

March, 2024

**BIDS OPEN: 4:00 P.M., Day  
Month 30, 2024**

---

*Bid Book* dated March 2024

*Standard Specifications* dated 2023

*Project Plans* approved March 2024

*Standard Plans* dated 2023

---

**BID BOOK NO. Volume 2**



*COUNTY OF TRINITY*  
*DEPARTMENT OF TRANSPORTATION*

**BID**

**FOR**

**ER STORM DAMAGE REPAIR  
TRINITY DAM BLVD AT P.M. 22.9**

**IN**

*TRINITY COUNTY, CA*

---

Notice to bidders and Special Provisions dated:	March 2024
Project Plans approved:	March 2024
Standard Specifications dated:	2023
Standard Plans dated:	2023

<b>Contract No.</b>	<b>22-ROAD-01</b>
<b>County Project No.</b>	<b>17-0411</b>
<b>Federal Aid Project No.</b>	<b>ER-32L0(574)</b>
<b>Bid Opening Date:</b>	<b>May 30, 2024</b>

**(DO NOT DETACH)**

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)

**BID TO THE COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION  
CONTRACT NO. 22-ROAD-01**

NAME OF BIDDER \_\_\_\_\_  
BUSINESS P.O. BOX \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
BUSINESS STREET ADDRESS \_\_\_\_\_  
*(Please include even if P.O. Box used)*  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE NO:           AREA CODE (    ) \_\_\_\_\_  
FAX NO:                    AREA CODE (    ) \_\_\_\_\_  
CONTRACTOR LICENSE NO. \_\_\_\_\_

The work for which this bid is submitted is for construction under the Special Provisions (including the payment of not less than the minimum wage rates set forth) and the contract annexed hereto, the project plans described below, and also under the Department of Transportation Standard Specifications dated 2023, Standard Plans dated 2023, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates in Section 7-1.02K(2), "Wages" of the Standard Specifications.

The special provisions for the work to be done are dated March 2024 and are entitled:

**COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION  
NOTICE TO BIDDERS, SPECIAL PROVISIONS  
AND BID BOOK - VOLUME 1  
FOR  
ER STORM DAMAGE REPAIR  
TRINITY DAM BLVD AT P.M. 22.9  
  
IN  
  
TRINITY COUNTY, CALIFORNIA  
  
CONTRACT NO. 22-ROAD-01**

The project plans for the work to be done were approved March 2024 and are entitled:

**TRINITY COUNTY**  
**ER STORM DAMAGE REPAIR**  
**TRINITY DAM BLVD AT P.M. 22.9**  
**COUNTY CONTRACT NO. 22-ROAD-01**

Bids are to be submitted for the entire work.

Trinity County has a fixed amount of funding available for expenditure on this contract, and it is the County's goal to accomplish as much work as funding will allow. If this contract is awarded, it will be made to the lowest responsible bidder whose total bid amount does not exceed Trinity County's available funding.

Failure to complete all items in the Bid may result in rejection of bids.

Complete for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column will be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total for a unit basis item, the unit price prevails, except as provided in (a) or (b), as follows:

(a) If the amount of a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount in the item total column for the item will prevail and will be divided by the estimated quantity for the item and the price thus determining the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed nonresponsive. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed nonresponsive unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items will be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total will prevail.

The above provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined at the discretion of the County of Trinity, and that discretion will be exercised in the manner deemed by the County of Trinity to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Trinity respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, will be final.

If the bid is determined to be the lowest responsive bid and the undersigned fails to sign the contract and to give the two bonds in the sums required, with surety satisfactory to the County within 10 calendar days after contract documents and bonds have been delivered to the contractor for completion, the County may, at its option, determine that you have abandoned the contract, and this bid and the acceptance of it will be null and void and the forfeiture of such security accompanying this proposal will operate and become be the property of the County.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the County of Trinity, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and under the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following item prices, to wit:

**COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION**

**ER STORM DAMAGE REPAIR  
TRINITY DAM BLVD AT P.M. 22.9**

**CONTRACT NO. 22-ROAD-01**

**CONTRACTOR'S BID**

**ENGINEER'S ESTIMATE**

<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization	LS	1		
2	Construction Staking	LS	1		
3	Construction Area Signs	LS	1		
4	Type III Barricades	EA	6		
5	Portable Changeable Message Signs	LS	1		
6	Contractor's Quality Control	LS	1		
7	Prepare Water Pollution Control Program	LS	1		
8	Implement Water Pollution Control Program	LS	1		
9	Clearing and Grubbing	LS	1		
10	Roadway Excavation	CY	890		
11	Subgrade Enhancement n (Biaxial Geogrid GBX-12 Type 2 or approved equivalent)	SY	1600		
12	Permanent Erosion Control	SF	4000		
13	Aggregate Base (Class 2 AB, ¾" max)	CY	180		
14	Shoulder Backing (Class 2 AB, ¾" max)	TON	18		
15	Hot Mix Asphalt - LG (3/4", Type A)	TON	120		
16	Tack Coat	LS	1		
17	6" Perforated Plastic Pipe Underdrain	LF	200		
18	6" Non-Perforated Plastic Pipe	LF	44		
19	Geocomposite Drain	SF	800		
20	Rock Slope Protection Fabric	LS	1		
21	4" Thermoplastic Traffic Stripe	LF	800		
<b>BID TOTAL:</b>					

## SUBCONTRACTOR LIST

Bidding Firm: \_\_\_\_\_  
 DIR Registration No.: \_\_\_\_\_

Under Public Contract Code § 4100 et seq., the Bidder must set forth in the bid the name, the location of the place of business, the California contractor license number, and the portion of work of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Under Labor Code Section 1725.5, subject to limited legal exceptions under Labor Code section 1771.1, the Bidder and all subcontractors must be registered with the Department of Industrial Relations and qualified to perform public work prior to submitting a bid. List all Subcontractor DIR registration numbers on this form.

**The bidder must submit within 24 hours of the bid opening, the bid item numbers with percentages of the portion of work subcontracted. Failure to provide complete information will result in a nonresponsive bid.**

Business Name and Address CA Contractor License No.	DIR Registration Number	Bid Item Number	Percent (%) of Bid Items (Describe portion of items subcontracted)	\$ Value of Work

Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)



Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)	
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES	
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO	
Address	Fax	<input type="checkbox"/> < \$10 million			If YES list DBE #:
		<input type="checkbox"/> < \$15 million			
City State ZIP		<input type="checkbox"/> > \$15 million			Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million			If YES list DBE #:
		<input type="checkbox"/> < \$15 million			
City State ZIP		<input type="checkbox"/> > \$15 million			Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million			If YES list DBE #:
		<input type="checkbox"/> < \$15 million			
City State ZIP		<input type="checkbox"/> > \$15 million			Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million			If YES list DBE #:
		<input type="checkbox"/> < \$15 million			
City State ZIP		<input type="checkbox"/> > \$15 million			Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)		
<input type="checkbox"/> > \$15 million				
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)		
<input type="checkbox"/> > \$15 million				
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)		
<input type="checkbox"/> > \$15 million				
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)		
<input type="checkbox"/> > \$15 million				

Distribution: 1) Original – Local Agency File

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The **bidder** \_\_\_\_\_, **proposed subcontractor** \_\_\_\_\_, hereby certifies that he **has** \_\_\_\_, **has not** \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor - 41 CFR 60-1.7(b)(1) - and **must be submitted by you and your proposed subcontractors** only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**PUBLIC CONTRACT CODE  
PUBLIC CONTRACT SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** \_\_\_\_, **has not** \_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: You must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion constitutes signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes                       No

If the answer is yes, explain the circumstances in the following space.

## Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion constitutes signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

**NON-COLLUSION AFFIDAVIT**  
**Title 23, United States Code Section 112 and**  
**Public Contract Code Section 7106**

In accordance with Title 23, United States Code Section 112 and Public Contract Code Section 7106, the bidder hereby declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion constitutes signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

You, under penalty of perjury, certify that, except as noted below, you or any other person associated in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

---

**SIGNATURE**

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- a. initial
b. material change

For Material Change Only:

year \_\_\_ quarter \_\_\_
date of last report \_\_\_\_\_

4. Name and Address of Reporting Entity

Prime

Subawardee

Tier \_\_\_\_\_, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable \_\_\_\_\_

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ \_\_\_\_\_  actual  planned

13. Type of Payment (check all that apply)

- a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify \_\_\_\_\_

12. Form of Payment (check all that apply):

- a. cash
 b. in-kind; specify: nature \_\_\_\_\_ value \_\_\_\_\_

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes  No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

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

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

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal

officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Accompanying this bid is \_\_\_\_\_ (NOTICE: Insert the words, "Cash (\$\_\_\_\_\_)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be) in an amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

---

---

---

---

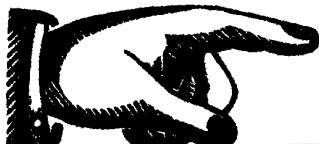
Licensed in accordance with an act providing for the California registration of Contractors, License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Classification(s) \_\_\_\_\_

**ADDENDA -**

Receipt of Addendum No. \_\_\_\_\_ through Addendum No. \_\_\_\_\_ Acknowledged

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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



Signature and Title of Bidder

\_\_\_\_\_

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Place of Residence \_\_\_\_\_

**COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION  
BIDDER'S BOND  
CONTRACT NO. 22-ROAD-01**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

\_\_\_\_\_ as Principal, and

\_\_\_\_\_, as surety,

are held and firmly bound unto the County of Trinity in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the County of Trinity for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County of Trinity to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for

**ER STORM DAMAGE REPAIR  
TRINITY DAM BLVD AT P.M. 22.9**

**IN**

**TRINITY COUNTY**

for which bids are to be opened at Weaverville, CA, **on Thur., May 30, 2024 at 4:00 P.M.**

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is bought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Principal*

*Surety*

By \_\_\_\_\_

*Attorney-in-fact*

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
City/County of \_\_\_\_\_ §

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_ ,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
*Signature* (SEAL)



INSTRUCTIONS - LOCAL AGENCY BIDDER  
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

**ALL BIDDERS:**

**PLEASE NOTE:** This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

**IMPORTANT:** Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.



**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**

**Federal-aid Project No.** \_\_\_\_\_ **Bid Opening Date** \_\_\_\_\_

The \_\_\_\_\_ County of Trinity \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of 9% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is

the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

---

---

---

---

Names, addresses and phone numbers of firms selected for the work above:

---

---

---

---

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

---

---

---

---

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

---

---

---

---

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

---



---

**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT NO. 22-ROAD-01**

THIS AGREEMENT, made and concluded, in duplicate, between the County of Trinity, by the Department of Transportation thereof, party of the first part, and Contractor, party of the second part.

**ARTICLE I.--WITNESSETH**, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Department of Transportation, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with the California Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, Federal Form 1273 and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, Federal Form 1273 and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated **March 2024** and are entitled:

**COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION  
NOTICE TO BIDDERS, SPECIAL PROVISIONS  
AND BID BOOK VOLUME 1  
FOR**

**ER STORM DAMAGE REPAIR  
TRINITY DAM BLVD AT P.M. 22.9**

**IN**

**TRINITY COUNTY, CALIFORNIA**

**CONTRACT NO. 22-ROAD-01**

**ARTICLE II.--**The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III.--** The State general prevailing wage rates determined by the Director of Industrial Relations and the federal prevailing wage rates attached as Exhibit A are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**ARTICLE IV.**--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**ARTICLE V.**--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Department of Transportation, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**ER STORM DAMAGE REPAIR  
TRINITY DAM BLVD AT P.M. 22.9  
IN  
TRINITY COUNTY**

**CONTRACT NO. 22-ROAD-01**

**ENGINEER'S ESTIMATE**

	ITEM	UNIT OF MEASURE	ESTIMATE QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)

(Items in CONTRACT will be the same as those bid items in PROPOSAL)

IN WITNESS WHEREOF, the parties to these presents have here-unto set their hands the year and date first above written

COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
*By Chairman, Board of Supervisors*

Contractor

By \_\_\_\_\_

Licensed in accordance with  
an act providing for the  
registration of contractors,

License No. \_\_\_\_\_

Federal Employer Identification

Number \_\_\_\_\_

Approved and certified as being in accordance with the requirements of the State Contract Act.

\_\_\_\_\_  
Attorney, County of Trinity

Approved Effective \_\_\_\_\_

COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION

**PERFORMANCE BOND  
CONTRACT NO. 22-ROAD-01**

KNOW ALL MEN BY THESE PRESENTS: Bond No. \_\_\_\_\_

**WHEREAS**, The County of Trinity, acting by and through the Department of Transportation, has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Contractor", a contract for the work described as follows:

Repair storm damaged road, remove full width to a depth of 5-feet, stockpile material, compact subgrade, place geogrid at 1-foot intervals, reuse excavated material +/- 2% optimum moisture, at the back of excavation place Geocomposite Sheet Drain. 1-foot of AB, 4-inches Hot Mix Asphalt, in Trinity County, California.

**AND WHEREAS**, The Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

**NOW, THEREFORE**, We the undersigned Contractor and surety are held and firmly bound unto the County of Trinity in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if the above bounden Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Trinity , its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals on this \_\_\_ day of \_\_\_\_\_.

Correspondence or claims relating to this bond  
Should be sent to the surety at the following  
address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Name of Surety (SEAL)  
\_\_\_\_\_  
By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
City/County of \_\_\_\_\_ §

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_ ,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
*Signature* (SEAL)



COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION

**PAYMENT BOND**  
(Section 3247, Civil Code)

**CONTRACT NO. 22-ROAD-01**

**WHEREAS**, The County of Trinity, acting by and through the Department of Transportation, hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_, hereafter designated as the "principal", a contract for the work described as follows:

Repair storm damaged road, remove full width to a depth of 5-feet, stockpile material, compact subgrade, place geogrid at 1-foot intervals, reuse excavated material +/- 2% optimum moisture, at back of excavation place Geocomposite Sheet Drain. 1-foot of AB, 4-inches Hot Mix Asphalt, in Trinity County, California.

**AND WHEREAS**, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

**NOW, THEREFORE**, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. The Payment Bond must be issued by a surety company that is an "admitted surety" in the State of California. The contractor must provide a certificate from the insurance commissioner certifying that the surety certificate of authority was issued by the insurance commissioner.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_, 2024

Correspondence or claims relating to this bond  
Should be sent to the surety at the following  
address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Name of Surety (SEAL)  
\_\_\_\_\_  
By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
City/County of \_\_\_\_\_ §

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
*Signature* (SEAL)

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE**

CP-CEM-2403(F) (New. 10/99)

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT	

***Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.***

Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

**TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
-------------------	-----------------------	------

**Appendix A  
Wage Rates**



# TRINITY COUNTY

## DEPARTMENT OF TRANSPORTATION

Panos Kokkas, P.E., Director  
Lisa McNeely, Administration  
P.O. BOX 2490, WEAVERVILLE, CALIFORNIA 96093  
PHONE (530) 623-1365 FAX (530) 623-5312  
Email; [tcdot@trinitycounty.org](mailto:tcdot@trinitycounty.org)

## QUALITY ASSURANCE PROGRAM (QAP) FOR OFF SRS CONSTRUCTION Trinity County Department of Transportation

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

### DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

### MATERIALS LABORATORY

Trinity County Department of Transportation will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
  - a. AASHTO Materials Reference Laboratory (AMRL)
  - b. Cement and Concrete Reference Laboratory (CCRL)
  - c. Caltrans' Reference Samples Program (RSP)
2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
  - a. Caltrans District Materials Engineer

- b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
  - c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.
3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

### **ACCEPTANCE TESTING (AT)**

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #1 (Caltrans Exhibit 16-R, “Acceptance Sampling and Testing Frequencies”).

### **INDEPENDENT ASSURANCE PROGRAM (IAP)**

IAP shall be provided by personnel from Caltrans, the Agency’s certified materials laboratory, or consultant’s certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester’s results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

### **REPORTING ACCEPTANCE TESTING RESULTS**

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
  - (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
  - (2) Test results for “R” Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer’s staff, shall be done on an expedited basis such as by fax or telephone.

**TESTING OF MANUFACTURED MATERIALS**

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" see Attachment#2 (Exhibit 16-W of the LAPM) to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #3 (Exhibit 16-T1). All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Attachment #4 (Appendix J of the QAP Manual).

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

**PROJECT CERTIFICATION**

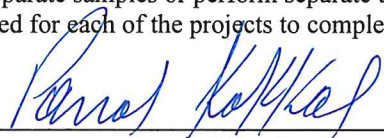
Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See Attachment # 5 for an example (Appendix K of the QAP Manual).

**RECORDS**

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the QAP Manual, facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY:  C42401 March 31, 2024  
 (Signature) (CE# and Expiration Date)

NAME: Panos Kokkas DATE: \_\_\_\_\_

TITLE: Director, Trinity County Department of Transportation

CITY/COUNTY OF: Trinity County

## ATTACHMENT #1 – CALTRANS EXHIBIT 16-R

<b>Sampling and Testing Frequency Table</b> <i>for projects OFF the SHS.</i>			
<b>HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)</b>			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT 202	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day.	At Plant Per CT 125 (a)
Sand Equivalent	CT 217		Loose Mix Behind Paver Per CT 125
Asphalt Binder Content	CT 382		
In-Place Density and Relative Compaction (Nuclear )	Nuclear (b) CT 375 or ASTM D2950 (c)	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day. (b)	Random Locations Per CT 375 (c)
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309	1 Per Day During Production/Placement of At Least 300 Tons Per Day	Loose Mix Behind Paver Per CT 125
HMA Moisture Content	CT 226 or CT 370		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Sample 1 min. per day for production over 300 tons per day; See (f) regarding testing.	At Plant Per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

(a) Exact tonnage of sample location to be determined by Random Sampling Plans

(b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test (c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test

(d) Report the average of 3 tested briquettes from a single split source

(e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density

(f) No testing required unless warranted by concern ; sample and store until completion of project



**SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder 1 Min. Test Per 300 linear foot under sidewalk	Random locations as determined by the Engineer in place after compaction.

**AGGREGATE BASES AND SUBBASES, IMPORTED BORROW**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft	Random locations as determined by the Engineer in place after compaction.

**STRUCTURE BACKFILL, SELECT BACKFILL**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test Per 2 Vertical Lifts of Placement	Random locations as determined by the Engineer in place after compaction.

**PORTLAND CEMENT CONCRETE (PCC) - STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS**

<b>COARSE AGGREGATE</b>			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Cleanness Value	CT 227		

<b>FINE AGGREGATE</b>			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217		

<b>WET MIX</b>			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 533	2 per day	Sample from truck/work site
Cylinders	CT 539/540	1 min. set of 3 per day; If bridge, 1 min. set per separate pour of abutment/pier/deck.	

**ATTACHMENT #2 – CALTRANS EXHIBIT 16-W**

**SAMPLE COVER MEMO  
SOURCE INSPECTION  
REQUEST**

**FROM LOCAL AGENCY’S RESIDENT ENGINEER TO CALTRANS’ OFFICE OF  
MATERIALS ENGINEERING AND TESTING SERVICES**

*(Prepared by Applicant on Applicant  
Letterhead)*

**To:** Office of Materials Engineering & Testing  
Services, MS #5  
California Department of Transportation  
5900 Folsom Blvd. Sacramento, CA 95819

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

**EA:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Subject: (Source Inspection for Project Name, Trinity County)**

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above-mentioned project. We requested and received prior authorization for this service from our district Local Assistance Engineer, as noted by the attached approval memo from District Local Assistance Engineer.

Please find the following documents enclosed as required:

- 1. Completed CEM-3101
- 2. One set of PS&E

Any question you might have about the materials, to be inspected, should be directed to: \_\_\_\_\_, at \_\_\_\_\_ (phone #) \_\_\_\_\_.

\_\_\_\_\_  
*(Applicant Representative Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
(Local agency, name & address)

## ATTACHMENT #3 – CALTRANS EXHIBIT 16-T1

### Exhibit 16-T1: Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
<b>6-1.04 BUY AMERICA</b>		
6-1.04B	Crumb rubber	COC
6-1.04C	Steel and iron materials	COC + cert. mill test reports
<b>11-2 WELDING QUALITY CONTROL</b>		
11-2.03D	Welding	COC
<b>12-3 TEMP. TRAFFIC CONTROL DEVICES</b>		
12-3.03A(3)	Plastic traffic drums	COC
12-3.20A(3)	Type K temporary railing	COC
12-3.23A(3)	Attenuator	COC
12-3.32A(3)	Portable CMS	COC
<b>13-2 WATER POLLUTION CONTROL PROGRAM</b>		
<b>13-9 TEMP. CONCRETE WASHOUTS</b>		
13-9.01C	Fabric bags for gravel-filled bags	COC
	Plastic liner	COC
<b>13-10 TEMP. LINEAR SEDIMENT BARRIERS</b>		
13-10.01C	Fiber rolls	COC
	Silt fence fabrics	COC
	Sediment filter bags	COC
	Foam barriers	COC
	Fabric for gravel-filled bags	COC
<b>16-2.03 TEMP. HIGH-VISIBILITY FENCES</b>		
16-2.03A(3)	High-visibility fabric	COC
<b>18 DUST PALLIATIVES</b>		
18-1.01C	Dust suppressant	COC
	Dust control binders	COC
	Fibers	COC
<b>20 LANDSCAPE</b>		
<b>20-2 IRRIGATION</b>		
20-2.08A(3)	Polyethylene pipe	COC
	Plastic pipe supply line	COC

\*For those materials requiring additional information on or with the COC, see specification

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
<b>20-3 PLANTING</b>		
20-2.08A(3)	Sod	COC
	Soil amendment	COC
<b>20-5 LANDSCAPE ELEMENTS</b>		
20-5.03A(1)(c)	Filter fabric	COC + product data
20-5.03D(1)(c)	Solidifying emulsion	COC + product data & samples
20-5.04A(3)	Wood mulch	COC + sample & authorization
<b>21-2 EROSION CONTROL WORK</b>		
21-2.01C(1)	Straw	COC
	Weed-free straw	COC + cert. of quarantine
	Fiber	COC
	RECP	COC
	Fasteners	COC
	Hydraulically applied erosion control materials	Submit records
21-2.01C(2)	Compost	Submit reports
21-2.01C(3)	Seed	Submit reports
21-2.01C(4)	Tackifier	COC
	Bonded fiber matrix	COC
<b>24 STABILIZED SOILS</b>		
24-1.01C(1)	Stabilizing agent	COC + sample
<b>24-3 CEMENT STABILIZED SOIL</b>		
24-3.01C	Cement	COC + sample
<b>36-2 BASE BOND BREAKER</b>		
36-2.01C	Base bond breaker	COC
<b>37 BITUMINOUS SEALS</b>		
37-1.01C	Asphalt binder	COC + test results
	Asphalt emulsion	COC + test results
<b>37-3 SLURRY SEALS AND MICRO-SURFACINGS</b>		
37-3.01A(3)	Asphaltic emulsion	COC + samples & test results
	Polymer modified asphaltic emulsion	COC + samples & test results
	Micro-surfacing emulsion	COC + sample & test results
<b>37-2.04 ASPHALT RUBBER BINDER CHIP SEALS</b>		
37-2.04A(3)	Asphalt rubber binder ingredients	COC + permits & submittals

\*For those materials requiring additional information on or with the COC, see specification

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
<b>37-5 PARKING AREA SEALS</b>		
37-5.01C	Parking area seal material	COC + sample & test results
<b>37-6 CRACK TREATMENTS</b>		
37-6.01C	Crack treatment materials	COC or sample & test results
<b>39-2 HOT MIX ASPHALT</b>		
39-2.01A(3)(f)	Liquid antistrip	COC + sample & production data
39-2.03A(3)(c)	Crumb rubber modifier	COC + test results
	Asphalt modifier	COC + test results
39-2.05A(1)(c)	Asphaltic emulsion	COC + test results
<b>40 CONCRETE PAVEMENT</b>		
40-1.01C(2)	Tie bars	COC
	Splice couplers for threaded bars	COC
	Dowel bars	COC
	Tie bar baskets	COC
	Joint filler	COC
	Epoxy-powder coating	COC
<b>41 EXISTING CONCRETE PAVEMENT</b>		
<b>41-5 JOINT SEALS</b>		
41-5.01C	Liquid joint sealant	COC + SDS & instructions
	Backer rods	COC + SDS & instructions
	Compression joint seal	COC + SDS & instructions
	Lubricant adhesives	COC + SDS & instructions
<b>41-10 DRILL AND BOND BARS</b>		
41-10.01C	Tie bars	COC
	Dowel bars	COC
	Dowel bar lubricant	COC
	Chemical adhesive	COC
	Epoxy powder coating	COC
<b>48-2 FALSEWORK</b>		
48-2.01C(1)	Structural composite lumber	COC + submittals
<b>49-2 DRIVEN PILING</b>		
49-2.02A(3)(d)	Steel pipe piles	COC + tests & mill reports
49-2.03A(3)	Structural shape steel piling	COC + test reports

\*For those materials requiring additional information on or with the COC, see specification

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
<b>51 CONCRETE STRUCTURES</b>		
51-1.01C(3)	Bonding materials	COC or sample & authorization
<b>51-2 JOINTS</b>		
51-2.01A(3)	Polyethylene material for snowplow deflectors	COC
51-2.02B(1)(c)	Sealant	COC + test reports & samples
51-2.02C(1)(c)	Elastomeric joint seal	COC + test reports
	Lubricant-adhesive	COC + test reports
51-2.02D(1)(c)	Joint seal materials	COC + authorization
51-2.02E(1)(c)(iii)	Joint seal assembly materials	COC
51-2.02F(1)(c)(iv)	Material used in the joint seals	COC + test reports
51-2.04A(3)	Waterstop material	COC + a statement
<b>51-3 BEARINGS</b>		
51-3.02A(3)(c)	Elastomer for bearing pads	COC + test reports
<b>51-4 PRECAST CONCRETE MEMBERS</b>		
51-4.01C(1)	Concrete box culvert	COC
<b>52 REINFORCEMENT</b>		
52-1.01C(3)	Reinforcement (rebar)	COC + mill test report
<b>52-2 EPOXY-COATED REINFORCEMENT</b>		
52-2.02A(3)(c)	Epoxy-coated reinforcement	COC + submittals
	Patching material	COC + a statement
52-5.01C(4)	Headed bar reinforcement	COC + test reports
<b>52-6 SPLICING</b>		
52-6.01C(5)	Service or butt splice material	COC + submittals
<b>54 WATERPROOFING</b>		
<b>54-3 PREFORMED MEMBRANE WATERPROOFING</b>		
54-3.01C	Prefomed membrane sheet	COC + report
<b>54-5 DECK SEAL</b>		
54-5.01C	Prefomed membrane sheet	COC + report
<b>57-2 WOOD STRUCTURES</b>		
57-2.01A(3)	Timber and lumber	COC + report
	Glued laminated timbers/decking	COC
<b>57-3 PLASTIC LUMBER STRUCTURES</b>		
57-3.01C(1)	Plastic lumber	COC + test report & sample

\*For those materials requiring additional information on or with the COC, see specification

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
<b>58-2 MASONRY BLOCK</b>		
58-2.01C(7)	CMUs	COC
	Aggregate for grout	COC
	Grout	COC
<b>59 STRUCTURAL STEEL COATINGS</b>		
59-1.01C	Blast cleaning material	COC + SDS
<b>59-5 THERMAL SPRAY COAT STRUCTURAL STEEL</b>		
59-5.01C(1)	Wire feedstock	COC
<b>60-3.04B POLYESTER CONCRETE OVERLAYS</b>		
60-3.04B(1)(c)	Methacrylate resins	COC + samples & test report
	Polyester resins	COC + samples & test report
	Aggregates	COC + samples & test report
<b>61-2 CULVERT AND DRAINAGE PIPE JOINTS</b>		
61-2.01C	Joint systems	COC + test results & reports
	Couplers	COC
<b>64 PLASTIC PIPE</b>		
64-1.01C	Plastic pipe	COC + report
<b>65-2 REINFORCED CONCRETE PIPE</b>		
65-2.01C	RCP, direct design method	COC + report
<b>66 CORRUGATED METAL PIPE</b>		
66-1.01C	Corrugated steel materials	COC
	Corrugated aluminum materials	COC
<b>67-3 METAL LINE PLATE PIPE</b>		
67-3.01C	Metal liner plate pipe	COC + mill test reports
<b>68 SUBSURFACE DRAINS</b>		
68-1.01C	Subsurface drain	COC
<b>68-2 UNDERDRAINS</b>		
68-2.01C	Pipe	COC
	Tubing	COC
	Fittings	COC
<b>68-7 GEOCOMPOSITE DRAIN SYSTEMS</b>		
68-7.01C	Geocomposite drain	COC + flow capability graph

\*For those materials requiring additional information on or with the COC, see specification



Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
<b>69 OVERSIDE DRAINS</b>		
69-1.01C	Steel pipe piles	COC
	Aluminum	COC
	Plastic	COC
<b>70-6 GRATED LINE DRAINS</b>		
70-6.01C	Grated line drains	COC + docu. & inspec. report
<b>71-3.09 MACHINE SPIRAL WOUND PVC PIPELINERS</b>		
71-3.09A(1)(c)	Reel of PVC strip	COC + report
<b>72-16 GABIONS</b>		
72-16.01C	Gabion basket	COC
	PVC coating	COC + identify
<b>75-3 MISCELLANEOUS BRIDGE METAL</b>		
75-3.01C(1)	Anchorage devices	COC
<b>75-3.01C(2) BRIDGE DECK DRAINAGE SYSTEM</b>		
75-3.01C(2)	Fiberglass pipe and fittings	COC
<b>80-3 CHAIN LINK FENCES</b>		
80-3.01C	Protective coating system	COC
	Posts and braces	COC + test results
<b>81 MISCELLANEOUS TRAFFIC CONTROL DEVICES</b>		
<b>81-2 DELINEATORS</b>		
81-2.01C	Metal target plates	COC
	Enamel coating	COC
<b>81-3 PAVEMENT MARKERS</b>		
81-3.01C	Pavement markers	COC
<b>82 SIGNS AND MARKERS</b>		
<b>82-2 SIGN PANELS</b>		
82-2.01C	Aluminum sheeting	COC
	Retroreflective sheeting	COC
	Screened-process colors	COC
	Nonreflective, opaque, black film	COC
	Protective overlay film	COC

\*For those materials requiring additional information on or with the COC, see specification

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
<b>82-5 MARKERS</b>		
82-5.01C	Metal target plates	COC
	Enamel coating	COC
	Retroreflective sheeting	COC
<b>83-3 CONCRETE BARRIERS</b>		
83-3.01C	Type 60K portable concrete barrier	COC or test reports
<b>84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS</b>		
84-2.01C	Thermoplastic	COC + autho., SDS & data sheet
	Paint	COC + autho., SDS & data sheet
	Glass beads	COC + autho., SDS & data sheet
	Thermoplastic primer	COC + test results
<b>DIVISION X ELECTRICAL WORK</b>		
86-1.01C(6)	Signal heads	COC + test data
	Visors	COC + test data
<b>87-2 LIGHTING SYSTEMS</b>		
87-2.01C	High mast lighting luminaires	COC + test data
<b>90 CONCRETE</b>		
90-1.01C(3)	Cementitious materials	COC + app. signature
	Blended cement	COC + app. signature
90-1.01C(4)	Admixture	COC + authorization
90-1.01C(5)	Curing compound	COC + test samples
<b>90-2 MINOR CONCRETE</b>		
90-2.01C	Minor concrete	COC + weighmaster cert
<b>90-3 RAPID STRENGTH CONCRETE</b>		
90-3.01C(3)	Aggregate	COC + certified weight
	Cementitious materials	COC + certified weight
	Admixtures	COC + certified weight
<b>90-4 PRECAST CONCRETE</b>		
90-4.01C(2) and 90-4.01D(2)(a)	Cementitious materials	COC + app. signature
	Precast members (each)	COC + app. signature
	Curing compound	COC + test samples
<b>94 ASPHALTIC EMULSIONS</b>		
94-1.01C	Asphaltic emulsion	COC + reports

\*For those materials requiring additional information on or with the COC, see specification

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
<b>95 EPOXY</b>		
95-1.01C	Epoxy	COC
<b>96 GEOSYNTHETICS</b>		
95-1.01C(1)	Geosynthetic	COC + test samples

\*For those materials requiring additional information on or with the COC, see specification

# ATTACHMENT #4 – CALTRANS QAP MANUAL APPENDIX J

## Appendix J.1 - Example of a Vendor's Certificate of Compliance

### No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**VENDOR'S CERTIFICATE OF COMPLIANCE**  
MR-0543 (REV. 5/93) #CT-7541-6020-2

PRECAST CONCRETE PRODUCTS OR  SOUNDWALL

TO: BILL SYNDER

STATE HIGHWAY ENGINEER  
RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:		
CEMENT BRAND <u>XYZ CEMENT CO.</u>	MILL LOCATION <u>MIDLAND, CALIFORNIA</u>	
TYPE <u>II MODIFIED</u>		

CHEMICAL ADMIXTURE	
1. BRAND <u>ABC. ADMIXTURE</u>	MANUFACTURER <u>XYZ SUPPLIER</u>
TYPE <u>WATER REDUCER</u>	
2. BRAND	MANUFACTURER
TYPE	

CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED

MINERAL ADMIXTURE	
MANUFACTURER <u>POZZ. INC.</u>	CLASS <u>F</u>

CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED

DELIVERY DATE (Ready-Mix) <u>7/7/07</u>	DATES OF FABRICATION (Precast)
--	--------------------------------

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and lin. ft. of pipe, etc., delivery slip numbers for ready-mix.)

Portland Cement  
Flyash  
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS <u>A. &amp; B. READY MIX</u>
---

By: AUTHORIZED REPRESENTATIVE SIGNATURE  
Joe Anderson

FM 93 1839

Original to Res. Engr. Retain Duplicate.

OSP 01 55624



# ATTACHMENT #5 – CALTRANS QAP MANUAL - APPENDIX K

## Appendix K - Examples of Materials Certificates/Exceptions (Signed by the Resident Engineer at the Completion of the Project)

Federal-aid Project No.: Project HP21L – 5055 – 111

**Subject: Materials Certification**

This is to certify that the results of the tests on acceptance samples indicate that the  materials incorporated in the construction work and the construction operations  controlled by sampling and testing were in conformity with the approved plans and specifications.

All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

<u>Bill Sanders</u>	<u><i>Bill Sanders</i></u>	<u>7/7/07</u>
Resident Engineer (Print Name)	Resident Engineer (Signature)	(Date)

**Note:** The signed original of this certificate is placed in the Resident Engineer’s project files and one copy is mailed to the DLAE and filed under “Report of Expenditures.”

**See the attachment (next page)**

### Appendix K (continued)

**Attachments: Materials Exceptions (Acceptance Testing)**

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

\_\_\_\_\_  
**Bill Sanders**  
 Resident Engineer (Print Name)

\_\_\_\_\_  
*Bill Sanders*  
 Resident Engineer (Signature)

July 4, 2007  
 Date

**ATTACHMENT #6 – CALTRANS LAPM EXHIBIT 16-S****CALTRANS TEST METHOD - ASTM TEST METHOD CONVERSION CHART**

Testing Procedures - for local agency use only

Use this CTM - ASTM conversion chart to assist you in determining acceptance test requirements and frequencies, as detailed in Caltrans Construction Manual Chapter 6, "Sampling and Testing." Refer to the Agency, special provisions, contract plans, and applicable standard specifications, for correct sampling and test methods (ASTM-CTM).

CTM	ASTM Book of Standar	TEST PROCEDURE	NOTE S
105		Calculations Pertaining to Gradings and Specific Gravities	2
125	D75 4.02 D979 4.03	Sampling Highway Materials (when approved) Standard Practice for Sampling Aggregates Practice for Sampling Bituminous Paving Mixtures	3 3
201	C702 4.02	Soil & Aggregate Sample Preparation Reducing Field Samples of Aggregate to Testing Size	13
202	C136 4.02 C117 4.03	Sieve Analysis of Fine and Coarse Aggregate Sieve Analysis of Fine and Coarse Aggregate Material Finer Than 75-um (#200) Sieve in Mineral Aggregates by Washing	
205		Percentage of Crushed Particles	1
206	C127 4.02	Specific Gravity and Absorption of Coarse Aggregate Specific Gravity and Absorption of Coarse Aggregate	
207	C128 4.02	Specific Gravity and Absorption, Fine Aggregate Specific Gravity and Absorption, Fine Aggregate	
208		Apparent Specific Gravity of Fine Aggregate	1
211	C131 4.02	Abrasion of Coarse Aggregate by Use of the Los Angeles Rattler Machine Resistance to Degradation , Small-Size Coarse Agg. by Abrasion & Impact, L.A. Machine	
213	C40 4.02	Organic Impurities in Concrete Sand Organic Impurities in Fine Aggregate for Concrete	
214	C88 4.02	Soundness of Aggregates by Use of Sodium Sulfate Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	1
216	D1556 4.08 D1557 4.08	Relative Compaction of Untreated and Treated, Soils & Aggregates Density of Soil In-place by the Sand Cone Method Moisture-Density Relations of Soils & Soil-Agg. Mixtures, 10-lb. Rammer, 18-in	11
217		Sand Equivalent (only authorized method per Caltrans 07, District Materials	1,9
223		Surface Moisture in Concrete Aggregate	1
226	C566 4.02	Moisture Content in Soils by Oven Drying Total Moisture Content of Aggregate by Drying	
227		Evaluating Cleanness of Coarse Aggregate	1
229	D3744 4.03	Durability Index Aggregate Durability Index	1
231	D2922 4.08	Relative Compaction of Soils by the Area Concept Utilizing Nuclear Gages Density of Soil & Soil-Aggregate In-place by the Nuclear Method	4 4



## CTM - ASTM Testing Procedures - for local agency use only

Use this CTM - ASTM conversion chart to assist you in determining acceptance test requirements and frequencies, as detailed in Caltrans Construction Manual Chapter 6, "Sampling and Testing." Refer to the Agency, special provisions, contract plans, and applicable standard specifications, for correct sampling and test methods (ASTM-CTM).

CTM	ASTM	Book of Standards	TEST PROCEDURE	NOTES
301	D2844	4.08	R-Value of Treated & Untreated. Bases, Subbases & Basement Soils R-Value and Expansion Pressure of Compacted Soils	1
302	D1664	4.03	Film Stripping Coating and Stripping of Bitumen-Aggregate Mixtures	
303			Centrifuge Kerosene Equivalent	1
304	D1561	4.03	Preparation of Bituminous Mixtures for Testing Prep. of Bituminous Mixture Test Specimens by Means of Calif. Kneading Compactor	1
305			Swell of Bituminous Mixtures	1
307			Moisture Vapor Susceptibility of Bituminous Mixtures	1
308	D1188	4.03	Bulk Specific Gravity and Weight Per Cubic Foot of Bituminous Mixtures Bulk Sp.G. and Density of Compacted Bituminous Mixtures, Paraffin-Coated Specimens	
310	D2172	4.03	Asphalt and Moisture Contents of Bituminous Mixtures by Hot Solvent Extraction of Bitumen from Bituminous Paving Mixtures (Method A, B, or C)	5 6,10
312			Design and Testing of Class "A" and "B" Cement Treated Base	1
338			Cement or Lime Content in Treated Aggregate by the Titration Method	1
339	D2995	4.03	Determination of Distributor Spread Rate Determining Application Rate of Bituminous Distributors	
362	D2172	4.03	Asphalt Content of Bituminous Mixtures by Vacuum Extraction Quantitative Extraction of Bitumen from Bituminous Paving Mixtures	5 6
366			Stabilometer Value	1
367			Recommending Optimum Bitumen Content (OBC.)	1
370	D4643	4.08	Determining Moisture Content of Asphalt Mixtures or Mineral Agg., Microwave Ovens Determination of Water (Moisture) Content of Soil by the Microwave Oven	
375	D2950	4.03	In-place Density & Relative Compaction of AC Pavement (nuclear) Density of Bituminous Concrete In-place by the Nuclear Method	5,7,12 6,7
379	D4125	4.03	Asphalt Content of Bituminous Mixtures by use of the Troxler Nuclear Gage Asphalt Content of Bituminous Mixtures by the Nuclear Method	5,8 6,8
405			Chemical Analysis of Water	1
415			Chloride Content in Organic Additives for Portland Cement Concrete	1

## CTM - ASTM Testing Procedures - for local agency use only

Use this CTM - ASTM conversion chart to assist you in determining acceptance test requirements and frequencies, as detailed in Caltrans Construction Manual Chapter 6, "Sampling and Testing." Refer to the Agency, special provisions, contract plans, and applicable standard specifications, for correct sampling and test methods (ASTM-CTM).

CTM	ASTM	Book of Standard	TEST PROCEDURE	NOTES
504	C231	4.02	Air Content of Freshly Mixed Concrete by the Pressure Method Air Content of Freshly Mixed Concrete by the Pressure Method	
515			Relative Mortar Strength of Portland Cement Concrete Sand	1
518	C138	4.02	Unit Weight of Fresh Concrete Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	
521	C39	4.02	Compressive Strength of Molded Concrete Cylinders Compressive Strength of Cylindrical Concrete Specimens	
523	C293 C78	4.02 4.02	Flexural Strength of Concrete (using simple beam with center-point loading) Flexural Strength of Concrete (using simple beam with center-point loading) Flexural Strength of Concrete (using simple beam with third-point loading)	1
528			Freeze Thaw Resistance of Aggregates in Air-Entrained Concrete	1
529			Proportions of Coarse Aggregate in Fresh Concrete	1
530			Determining the Effect of H <sub>2</sub> O-Reducing and Set-Retard. Admix. Drying Shrinkage PCC	1
533	C360 C143	4.03 4.02	Ball Penetration in Fresh Portland Cement Concrete Ball Penetration in Fresh Portland Cement Concrete Slump of Freshly Mixed PCC	
539	C172	4.02	Sampling Fresh Concrete Sampling Freshly Mixed Concrete	
540	C31	4.02	Making, Handling, & Storing Concrete Compressive. Test Specimens in the Field Making & Curing Concrete Test Specimens in the Field	
541			Flow of Grout Mixtures (flow cone method)	1
543	C173	4.02	Air Content of Freshly Mixed Concrete by the Volumetric Method Air Content of Freshly Mixed Concrete by the Volumetric Method	
548			Evaluation of Aggregate for Lean Concrete Base (LCB.)	1

## Notes

1. Use the CALTRANS Method.
2. Use the methods of calculation within the applicable test method first. Refer to CTM 105 as necessary.
3. Use the Caltrans Construction Manual procedures as necessary when ASTM D75 or D979 do not adequately cover the item to be sampled.
4. Use the direct transmission method only, the air gap method shall not be used. All nuclear gages must have local Caltrans District calibration within the last year. The data sheets provided by the local Caltrans District shall be used when determining the in-place density.
5. Sample from the job site, across the mat, immediately behind the paving machine (Caltrans Construction Manual).
6. Sample per ASTM D 979 paragraph 4.2.3., sample from the job site, across the mat, immediately behind the paving machine.
7. All nuclear gages used for this test must be calibrated on the six (6) DNTM&R AC Standard Blocks. The Data sheets provided by the local Caltrans District shall be used when determining the in-place density.
8. Recommended Percent (%) AC method for Rubberized Bituminous Paving mixtures.
9. The hand method of shaking is not authorized and shall not be used. An electro-mechanical or hand- operated mechanical. Sand Equivalent shaker must be utilized for this test.
10. This Method covers hot solvent, centrifuge, and vacuum extraction.
11. Compaction Apparatus shall be calibrated in accordance with ASTM D 2168, Method B (ASTM Book 4.08).
12. Test Maximum Density (TMD) shall be performed by Caltrans Test Method 375, Section F. Test Max. Density.
13. Splitters must be of the fixed riffle type (no adjustable splitters).

**TRINITY COUNTY**  
Item Report 3.17

Meeting Date: 4/2/2024

Department:  
Transportation

Contact:  
Panos Kokkas

Phone:  
623-1365

3.17 Budget Adjustment - Road

**Requested Action:**

Approve a budget adjustment for FY 23/24 Road Construction Reserves - Dept. 1770 Increasing Transfer Out by \$100,000; approve a budget adjustment for FY 23/24 Road Reserves - Dept. 1760 Increasing Transfers In and Transfer Out by \$250,000; and approve a budget adjustment for FY 23/24 for Public Works - Dept. 3000 increasing Transfer In by \$350,000 and Transfer Out by \$250,000.

**Fiscal Impact:**

No impact to the General Fund; current cash balance in Road Construction Reserves - Fund 104 is \$303,522.78; in Road Reserves - Fund 103 is \$957,585.98 and in Road Fund - Fund 102 is \$425,546.92

**Summary:**

The Department of Transportation has multiple funds, segregating the different types of activities within the department. Road Reserves (Dept 1760) was established to hold funding, and allow for transfer to Maintenance (Dept 3000) and Construction (Dept 1770) as needed. Maintenance and Construction will also transfer funds between departments depending upon the priorities throughout the year.

**Discussion:**

Secure Rural Schools funding, along with State Match Exchange funds, make up almost a third of the Maintenance Department (3000) revenue. These funds are anticipated to arrive in May 2024. In the meantime, there is a need to transfer funds into Maintenance for purchases in preparation of planned, late spring/early summer maintenance activities, as well as other additional expenses coming due early than usual within the fiscal year.

Upon the deposit of the May funding, a portion of these transfers in will be transferred back to Road Reserves for future needs.

Current cash balances are as shown below:

Maintenance (3000)	\$651,560.67
Construction (1770)	\$303,522.78
Road Reserves (1760)	\$957,585.98

**Alternatives Including Financial Implications:**

Deny and Direct Staff

**Departmental Recommendation:**

Approve Budget Adjustments as presented

**ATTACHMENTS:**

Description

Budget Adjustment - Dept 1770

Budget Adjustment - Dept 1760

Budget Adjustment - Dept 3000

# TRINITY COUNTY BUDGET ADJUSTMENT

3/25/2024

Department: Transportation

Number: 1770

**Justification for budget adjustment:**

Allow transfer of cash between Departments for construction season purchasing prior to receipt of SRS

### Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
<b>TOTAL REVENUE CHANGES</b>				-

### Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
5500	Transfer out	450,000	550,000	100,000
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
<b>TOTAL EXPENDITURE CHANGES</b>				<b>100,000</b>

<b>Origin</b>		<u>Business Manager</u> <small>Title</small>
<b>Auditor</b>	Auditor Review <u>Christine Gaffney</u> <small>Digitally signed by Christine Gaffney email = cgaffney@trinitycounty.org C = US                  DN: cn = Christine Gaffney email = cgaffney@trinitycounty.org, o = Trinity County Auditor-Controller's Office OU = Assistant Auditor                  Date: 2024.03.25 17:03:11 -0700</small>	Date Reviewed: <u>03</u> / <u>25</u> / <u>2024</u>
<b>CAO</b>	CAO Approval _____	Date: _____ / _____ / _____
<b>BOS</b>	Approved by Board of Supervisors on: <u>April 2, 2024</u>	
Page 334 of 490		BOS                      AUD



# TRINITY COUNTY BUDGET ADJUSTMENT

3/25/2024

Department: Transportation

Number: 3000

**Justification for budget adjustment:**

Allow transfer of cash between Departments for construction season purchasing prior to receipt of SRS

### Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
9800	Transfer In	1,910,000	2,260,000	350,000
				-
				-
				-
				-
				-
				-
				-
				-
				-
<b>TOTAL REVENUE CHANGES</b>				<b>350,000</b>

### Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
5500	Transfer out	500,000	750,000	250,000
				-
				-
				-
				-
				-
				-
				-
				-
				-
<b>TOTAL EXPENDITURE CHANGES</b>				<b>250,000</b>

<b>Origin</b>		Business Manager <small>Title</small>
<b>Auditor</b>	Auditor Review <u>Christine Gaffney</u> <small>Digitally signed by Christine Gaffney DN: cn = Christine Gaffney email = cgaffney@trinitycounty.org C = US O = Trinity County Auditor-Controller's Office OU = Assistant Auditor Date: 2024.03.25 17:00:31 -0700</small>	Date Reviewed: <u>03</u> / <u>25</u> / <u>2024</u>
<b>CAO</b>	CAO Approval _____	Date: _____ / _____ / _____
<b>BOS</b>	Approved by Board of Supervisors on: <u>April 2, 2024</u>	



**TRINITY COUNTY**  
Item Report 3.18

Meeting Date: 4/2/2024

Department:  
Trinity County Transportation  
Commission

Contact:  
Panos Kokkas

Phone:  
530-623-1365

3.18 SSTAC Member Appointment

**Requested Action:**

Approve the following appointment to the Social Services Transportation Advisory Council (SSTAC) as recommended by the Transportation Commission:

- Angela Berglund to the primary position of Social Service Provider for Disabled Individuals with Elizabeth Hamilton as an alternate for a term that expires December 31, 2026.

**Fiscal Impact:**

No fiscal impact.

**Summary:**

Trinity County Transportation Commission's Social Services Transportation Advisory Council (SSTAC) is established under the Transportation Development Act (TDA), which is the source of Local Transportation Funds (LTF) and State Transit Assistance (STA) funds.

TCTC's SSTAC must meet at least once a year to facilitate the Unmet Transit Needs process, which is required in order to receive LTF and STA each year. SSTAC also updates the Short-Range Transit Development Plan and Coordinated Plan as needed.

SSTAC consists of ten members with 3-year terms as defined in Section §99238 (Exhibit A).

**Discussion:**

The position for Social Service Provider for Disabled Individuals expired December 31, 2023 and is being reappointed to a term that will expire December 31, 2026. Historically, this position has been appointed to staffs of the Trinity County Health and Human Services Department (HHS). This request is to appoint Angela Berglund, Program Manager, as Primary Member and Elizabeth Hamilton, Director, as the Alternate Member on the SSTAC on behalf of HHS and the individuals they serve.

The position for Disabled Transit User remains vacant until filled.

The position for 60+ Years of Age Transit User remains vacant until filled.

Notice of Openings on the SSTAC were posted on Trinity Transit buses, bus stops, the TCTC website, and the Trinity Journal (Exhibit B).

**Alternatives Including Financial Implications:**

Appoint Angela Berglund to the primary position of Social Service Provider for Disabled Individuals with Elizabeth Hamilton as an alternate for a term that expires December 31, 2026.

Deny the request to fill vacancies on the SSTAC. This would be contrary to the Transportation Development Act.

**Departmental Recommendation:**

Approve the appointment as presented.

**ATTACHMENTS:**

Description

Exhibit A

Exhibit B

Exhibit C

No funds from the fund shall be budgeted, allocated, or expended for any project which calls for any change in passenger train stations or loading platforms used by the National Railroad Passenger Corporation, unless the change has been submitted to the National Railroad Passenger Corporation for review and comment, which may include a recommendation for a modification in the change. If the agency submitting the change elects not to accept the recommendation of the National Railroad Passenger Corporation, it shall submit the matter to the director who shall determine whether the disputed recommendation for a modification in the change shall be followed by the agency.

### **Social Services Transportation Advisory Council**

99238

Each transportation planning agency shall provide for the establishment of a social services transportation advisory council for each county, or counties operating under a joint powers agreement, which is not subject to the apportionment restriction established in Section 99232.

(a) The social services transportation advisory council shall consist of the following members:

- (1) One representative of potential transit users who is 60 years of age or older.
- (2) One representative of potential transit users who is disabled.
- (3) Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.
- (4) Two representatives of local social service providers for the disabled, including one representative of a social service transportation provider, if one exists.
- (5) One representative of a local social service provider for persons of limited means.
- (6) Two representatives from the local consolidated transportation service agency, designated pursuant to subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.
- (7) The transportation-planning agency may appoint additional members in accordance with the procedure prescribed in subdivision (b).

(b) Members of the social services transportation advisory council shall be appointed by the transportation planning agency which shall recruit candidates for appointment from a broad representation of social service and transit providers representing the elderly, the disabled, and persons of limited means. In appointing council members, the transportation-planning agency shall strive to attain geographic and minority representation among council members. Of the initial appointments to the council, one-third of them shall be for a one-year term, one-third shall be for a two-year term, and one-third shall be for a three-year term. Subsequent to the initial appointment, the term of appointment shall be for three years, which may be renewed for an additional three-year term. The transportation-planning agency may, at its discretion, delegate its responsibilities for appointment pursuant to this subdivision to the board of supervisors.

- (c) The social services transportation advisory council shall have the following responsibilities:
- (1) Annually participate in the identification of transit needs in the jurisdiction, including unmet transit needs that may exist within the jurisdiction of the council and that may be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services.
  - (2) Annually review and recommend action by the transportation-planning agency for the area within the jurisdiction of the council, which finds, by resolution, that (A) there are no unmet transit needs, (B) there are no unmet transit needs that are reasonable to meet, or (C) there are unmet transit needs, including needs that are reasonable to meet.
  - (3) Advise the transportation-planning agency on any other major transit issues, including the coordination and consolidation of specialized transportation services.
- (d) It is the intent of the Legislature that duplicative advisory councils shall not be established where transit advisory councils currently exist and that those existing advisory councils shall, instead, become part of the social services transportation advisory council and shall assume any new responsibilities pursuant to this section.

### **Citizen Participation Process**

#### **99238.5**

- (a) The transportation planning agency shall ensure the establishment and implementation of a citizen participation process appropriate for each county, or counties if operating under a joint powers agreement, utilizing the social services transportation advisory council as a mechanism to solicit the input of transit dependent and transit disadvantaged persons, including the elderly, disabled, and persons of limited means. The process shall include provisions for at least one public hearing in the jurisdiction represented by the social services transportation advisory council. Hearings shall be scheduled to ensure broad community participation and, if possible, the location of the hearings shall be rotated among the various communities within the advisory council's jurisdiction. Notice of the hearing, including the date, place, and specific purpose of the hearing shall be given at least 30 days in advance through publication in a newspaper of general circulation. The transportation-planning agency shall also send written notification to those persons and organizations, which have indicated, through its citizen participation or any other source of information, an interest in the subject of the hearing.
- (b) In addition to public hearings, the transportation-planning agency shall consider other methods of obtaining public feedback on public transportation needs. Those methods may include, but are not limited to, teleconferencing, questionnaires, telecanvassing, and electronic mail.

*Amended by Chapter 877, Statutes of 1998 (AB 2132)*

### **Rules and Regulations of Department**

# Transportation Commission



Trinity County Transportation Commission (TCTC), RTPA

Panos Kokkas, Executive Secretary

## NOTICE OF OPENINGS ON THE SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (SSTAC)

**Deadline: Wednesday, February 21, 2024, 5:00 PM**

**More information on the SSTAC member openings can be found [here](#)**  
 (</sites/default/files/DOT/2024%20SSTAC%20Member%20Openings%20Ad.pdf>)

TCTC's purpose is to prepare and provide for Trinity County's mobility in a fiscally and environmentally responsible manner which is consistent with the needs, preferences, and sensibilities of the community. The Trinity County Transportation Commission (TCTC) is the designated Regional Transportation Planning Agency (RTPA) established by Government Code §29535. TCTC is responsible for transportation planning activities in all of Trinity County.

Specific responsibilities include regional coordination, claimant funding and oversight, grant application and management, and the preparation and adoption of the following planning documents:

- **Regional Transportation Plan (RTP)** to provide direction to local, state, and federal transportation planning decision makers regarding regional transportation matters.
  - 2022 RTP (</sites/default/files/DOT/RTP.pdf>) **New!**
    - Associated Negative Declaration (</sites/default/files/DOT/ND.pdf>)
    - Amendment No. 1 (</sites/default/files/DOT/2022%20RTP%20Amendment.pdf>)
  - Final 2016 RTP (</sites/default/files/DOT/documents/Proposed%20Final%202016%20RTP.pdf>)
    - Figures 1-6 RTP ([/sites/default/files/DOT/documents/Figures%201\\_6\\_RTP.pdf](/sites/default/files/DOT/documents/Figures%201_6_RTP.pdf))
    - Amendment No. 1 ([/sites/default/files/DOT/documents/2018-009\\_amendment\\_resolution.pdf](/sites/default/files/DOT/documents/2018-009_amendment_resolution.pdf))
    - 2016 RTP Checklist ([/sites/default/files/DOT/documents/2016\\_RTP\\_Checklist.pdf](/sites/default/files/DOT/documents/2016_RTP_Checklist.pdf))
      - Appendix 1A County Maintained Roads (</sites/default/files/DOT/documents/Appendix%201A%20COUNTY%20MAINTAINED%20ROADS.pdf>)
      - Appendix 1B County Bridge List (</sites/default/files/DOT/documents/Appendix%201B%20County%20Bridge%20List.pdf>)
      - Appendix 2 Travel Demand Model (</sites/default/files/DOT/documents/Appendix%202%20Travel%20Demand%20Model.pdf>)
      - Appendix 3 Signalization Study (</sites/default/files/DOT/documents/Appendix%203%20Signalization%20Study.pdf>)
      - Appendix 4A Caltrans Projects (</sites/default/files/DOT/documents/APPENDIX%204a%20CALTRANS%20PROJECTS.pdf>)
      - Appendix 4B County STIP Shares (</sites/default/files/DOT/documents/Appendix%204B%202016%20RTIP%20Updated.pdf>)
      - Appendix 4 C - 4 G County Project Lists ([/sites/default/files/DOT/documents/Appendix%204C%20\\_%20G%20Project%20Lists.pdf](/sites/default/files/DOT/documents/Appendix%204C%20_%20G%20Project%20Lists.pdf))
      - Appendix 5 RTP Initial Study (</sites/default/files/DOT/documents/APPENDIX%205%20RTP%20Initial%20Study.pdf>)
- **Regional Transportation Improvement Program (RTIP)** for the State Transportation Improvement Program (STIP) to prioritize and program proposed state or federally funded transportation projects.
  - 2024 RTIP (</sites/default/files/DOT/2024%20Trinity%20RTIP.pdf>) **New!**
  - 2022 RTIP (</sites/default/files/DOT/2022%20RTIP%20Final.pdf>) (</sites/default/files/DOT/2022%20RTIP%20Final.pdf>)
- **Overall Work Program (OWP)** to outline regional planning efforts which utilize Rural Planning Assistance funds each fiscal year.
  - OWP 2023-2024 (</sites/default/files/DOT/Final%20OWP.pdf>) **New!**
    - Amendment No. 1 (</sites/default/files/DOT/OWP%20Amendment.pdf>)
  - OWP 2022-2023 (</sites/default/files/DOT/TCTC%20Final%20OWP%2022.23.pdf>)
    - Amendment No. 1 ([/sites/default/files/DOT/tctc\\_22.23\\_owp\\_amendment\\_1\\_signed.pdf](/sites/default/files/DOT/tctc_22.23_owp_amendment_1_signed.pdf))

# Affidavit of Publication

No. Display Ad

{ TC Transportation Department  
P.O. Box 2490  
{ Weaverville, CA 96093

STATE OF CALIFORNIA  
SS.  
COUNTY OF TRINITY

Wayne R. Agner of the said County, being duly sworn, deposes and says:

That he is and at all times herein mentioned was a citizen of the United States, over the age of twenty-one years and that he is not a party to, nor interested in the above entitled matter;

That he is the publisher of The Trinity Journal, a newspaper of general circulation published in the Town of Weaverville, County of Trinity, and which newspaper at all times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said Town of Weaverville, County of Trinity, for a period exceeding one year next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

January 31, 2024

I hereby certify under penalty of perjury that the foregoing is true and correct. Executed at Weaverville, California, on the 31st day of January 2024.

Wayne R. Agner  
WAYNE R. AGNER  
Publisher CS

## AFFIDAVIT OF PUBLICATION OF

PUBLIC NOTICE  
"SSTAC/ Unmet Needs"

**RECEIVED**  
BY TRINITY JOURNAL

FEB 06 2024

TRINITY COUNTY  
DEPT. OF TRANSPORTATION

Please See  
attachment

# TRINITY COUNTY TRANSPORTATION COMMISSION

## **Notice of Openings on the Social Services Transportation Advisory Council**

**Deadline: Wednesday, February 21, 2024, 5:00 PM**

The Trinity County Transportation Commission (TCTC) is seeking nominations for the Social Services Transportation Advisory Council (SSTAC). Vacancies include:

**“One representative of potential transit users who is 60 years of age or older”,**

**“One representative of potential transit users who are disabled”,**

**“One representative of the local social service providers for the disabled”.**

The purpose of the SSTAC is to solicit the input of transit dependent and transit disadvantaged persons, including the elderly, handicapped, low-income persons, and the youth, regarding transit needs in Trinity County. The SSTAC is convened annually, at minimum, for the Unmet Transit Needs process as required by the Transportation Development Act. Members serve a three (3) year term.

Please submit a letter explaining your interest in transit services and any background that may assist the Commission in making its decision.

**Send your letter of interest to:** Panos Kokkas, Executive Secretary  
Trinity County Transportation Commission  
P.O. Box 2490, Weaverville, CA 96093

If you have any questions, contact Sarah Saad, Transportation Planner,  
at (530) 623-1365 Ext. 3400 or by email at [ssaad@trinitycounty.org](mailto:ssaad@trinitycounty.org).



# TRINITY COUNTY HEALTH AND HUMAN SERVICES

Elizabeth Hamilton, Director  
51 INDUSTRIAL PARK WAY  
P.O. BOX 399, WEAVERVILLE, CALIFORNIA 96093  
PHONE (530) 623-1265 (800) 851-5658 FAX (530) 623-6628

March 11, 2024

Trinity County Transportation Commission  
Attn: Panos Kokkas, Executive Secretary  
P.O. Box 2490  
Weaverville, CA 96093

**RE: 2024 SSTAC Appointment**

Dear Mr. Kokkas,  
Please consider this letter as my request to appoint Angela Berglund, Program Manager, as our Primary Member, and Elizabeth Hamilton, Director, as the Alternate Member, on the Social Services Transportation Advisory Council on behalf of Health & Human Services Department and the individuals we serve.

Respectfully,

Elizabeth Hamilton, Director  
Health & Human Services  
530.623.1265  
[lhamilton@trinitycounty.org](mailto:lhamilton@trinitycounty.org)

Adult Services/IHSS  
Public Guardian  
PO Box 1470  
Weaverville,  
CA96093  
(530) 623-1265  
Fax: (530) 623-6628

CalWORKs  
Eligibility/Employment  
PO Box 1470  
Weaverville, CA96093  
(530) 623-1265  
Fax: (530) 623-1250

Child Welfare  
Services  
PO Box 1378  
Weaverville,  
CA96093  
(530) 623-1314  
Fax: (530) 623-1488

OES  
PO Box 399  
61 Airport Road  
Weaverville,  
CA96093  
(530) 623-1116  
Fax: (530) 623-5094

Public Health  
PO Box 1470  
Weaverville,  
CA96093  
(530) 623-8209 or  
1-800-766-6147  
Fax: (530) 623-1297

VSO  
PO Box 31  
51 Memorial Drive  
Weaverville,  
CA96093  
(530) 623-3975

WIC  
PO Box 1470  
Weaverville,  
CA96093  
(530) 623-3238  
Fax: (530) 623-4072



**TRINITY COUNTY**  
Item Report 4.1

Meeting Date: 4/2/2024

Department:  
County Administrative Office

Contact:  
Shanna White

Phone:  
530-623-1220

4.1 Election Map discussion as requested at the March 19th Board of Supervisors meeting

**Requested Action:**

Receive information from Trinity County elections official on the maps used during the March 2024 election.

**Summary:**

The boundaries that were adopted on 12/9/2021 by the Board of Supervisors are the same boundaries that were used in the 2022 and 2024 election.

Access to the map can be found on the public Trinity County webpage at: <https://redistricting.trinitycounty.org/>

**TRINITY COUNTY**  
Item Report 4.2

Meeting Date: 4/2/2024

Department:  
Cannabis

Contact:  
Drew Plebani - Cannabis  
Division Director

Phone:  
(530)623-1351

4.2 Ordinance Amendment: Trinity County Code Section 17.43.050

**Requested Action:**

Introduce and waive the reading of an ordinance amending Trinity County Code Section 17.43.050 pertaining to Commercial Cannabis Cultivation Regulations.

**Fiscal Impact:**

No impact to the General Fund.

**Summary:**

*This item was continued from the March 19, 2024 Regular Meeting of the Board of Supervisors.*

Language changes to chapter 17.43.050 are being proposed in order to convert the existing Commercial Cultivation Variance (CCV) process to an Administrative Buffer Reduction - Directors Use Permit, and to modify the existing language to incorporate the residential setback requirement for small cultivation licenses be measured from "canopy" instead of from the existing term and the associated definition of "cultivation".

**Discussion:**

On May 16, 2023 The Board of Supervisors adopted Resolution NO. 2023-071, A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY ALLOWING STREAMLINED APPROVAL OF CANNABIS LICENSES THAT REQUIRE CCVs FOR THE CALENDAR YEAR 2023, to address the backlog of Commercial Cultivation Variances ("CCVs") and the cumbersome associated administrative processes.

On December 19, 2023, Resolution 2023-071 was extended through February 2024, and the BOS directed staff to schedule a discussion/ study session for the Planning Commission to provide recommendations to the Board of Supervisors, related to the CCV resolution extension

On January 11, 2024 at a regular meeting of the Planning Commission a discussion / study session of CCV process and Board of Supervisors Resolution 2023-071 (Project# DEV-24-01) was presented, public comment was received, and discussion was had by the Commissioners. The following recommendations were made by the Planning Commission:

- Update TCC chapter 17.43.050(A)(8) to replace the term "cultivation" with "canopy" and,
- Propose that the existing Commercial Cultivation Variance (CCV) process be converted to an Administrative Buffer Reduction - Director's Use Permit.

On February 6, 2024, the Trinity County Board of Supervisors extended Resolution 2023-071 until April 30, 2024.

As a result of the Planning Commission's recommendations, updates to TCC 17.43.050 were discussed with the Cannabis Ordinance Ad Hoc committee and the proposed changes were presented to the Planning Commission on February 8, 2024 (Project # DEV-24-02). The language proposed to the Planning Commission is included in the body of the Planning Commission staff report, and provided as an attachment to this agenda item (Staff Report for Planning Commission Hearing (DEV 24-02 with memos).

The Planning Commission's recommendations are included as an attachment to this item (Planning Commission Draft Minutes-Item 4: ZONING TEXT AMENDMENT – AMEND TRINITY COUNTY CODE SECTION 17.43 (DEV-24-02):) and are included into the proposed ordinance. (attached)

Changes recommended by the Planning Commission are summarized as follows: Change "Planning Director" to "Community Development Director", and in section 17.43.051 (A)(4) language was added to capture the Consent / Opposition letter concept.

The Cannabis Division Director recommends the title "Planning Director" be utilized instead of "Community Development Director" to avoid inconsistency with county code.

**Alternatives Including Financial Implications:**

Approve as presented or direct Staff to modify the proposed language.

**Departmental Recommendation:**

Approve the Ordinance Amendment as presented.

**ATTACHMENTS:**

Description

Staff Report for Planning Commission Hearing (DEV-24-02) with memos  
Planning Commission Draft Minutes-Item 4: ZONING TEXT AMENDMENT – AMEND TRINITY COUNTY CODE SECTION 17.43 (DEV-24-02)  
Ordinance

## TRINITY COUNTY PLANNING COMMISSION

### STAFF REPORT

**PLANNER:** Drew Plebani, Cannabis Division Director

**PROJECT DESCRIPTION:**

The purpose of this agenda item is for the Planning Commission to make a recommendation to the Board of Supervisors to adopt an ordinance amendment of Trinity County Code (TCC) Title 17. Section (§) 17.43.050 (A)(8) to exchange the term 'cultivation' to 'canopy'. Section (§) 17.43.050(A)(9) was added to clarify the property line setback requirement for medium licenses. Section (§) 17.43.051 was added to convert the existing Commercial Cultivation Variance (CCV) process to an Administrative Buffer Reduction – Director's Use Permit.

**BACKGROUND DISCUSSION:**

December 28, 2020, Ordinance number 315-849 was adopted to incorporate mitigations of the Certified Programmatic Environmental Impact Report (PEIR) in addition to specific regulations for the cultivation of cannabis in Trinity County, including Section 17.43.050 — Limitation on location to cultivate cannabis.

Planning Staff had previously interpreted the word "cultivation" contained in 7.43.050(A)(8) to mean "canopy". In early 2022, staff changed the interpretation to reflect setback measurements from sensitive receptors be performed based on the elements identified in the definition of "cultivation". Related definitions of referenced terms per TCC (§) Section 17.43.010:

*"Canopy" means the designated area(s) at a licensed premise that will contain mature plants at any point in time. This definition is intended to mirror the definition of "canopy" as defined by the State of California, or as may be amended.*

*"Cultivation" means the planting, growing, harvesting, drying or processing of cannabis plants or any part thereof.*

**DISCUSSION:**

Trinity County Zoning Code Section 17.43.050 (A)(8) states:

*"For specialty cottage, specialty and small licenses **cultivation** shall not be allowed within three hundred fifty feet of a residential structure on any adjoining*

*parcels. For medium licenses, cultivation shall not be allowed within five hundred feet of an adjacent property line. Applications for a variance from this provision will be considered by the Trinity County Planning Commission. After obtaining an initial variance, the planning director can issue a director's use permit for subsequent years after an inspection."*

The above-referenced code section established the 350ft residential setback that requires cultivation sites to be at least 350ft from a legal residential structure, or apply for a commercial cannabis variance.

Staff believes that the intent of the residential setback was to reduce the exposure of adjacent or nearby receptors (e.g., residences, schools etc.) to odors associated with mature cannabis, or canopy, and not from accessory structures that contain processing or harvesting activities, as included in the definition of 'cultivation'. Based on significant review of the PEIR, specifically Impact 3.3-3 which states:

*"All fully enclosed and secure structures that contain cannabis plants or products that generate odors will employ mechanical ventilation controls, carbon filtration, or other equivalent or superior method(s) to eliminate the detection of cannabis off the parcel. This will include all drying and processing of cannabis plant material recently harvested."* Effectively this means that odors generated during the post-harvest phases will be eliminated or significantly reduced via the use of mechanical ventilation and odor controls.

On January 11, 2024 at a regular meeting of the Planning Commission a discussion/ study session of CCV process and Board of Supervisors Resolution 2023-071 (Project# DEV-24-01) was presented, public comment was received, and discussion was had by the Commissioners. The following recommendations were made by the Planning Commission:

- Update TCC chapter 17.43.050(A)(8) to replace the term "cultivation" with "canopy" and,
- Propose that the existing Commercial Cultivation Variance (CCV) process be converted to an Administrative Buffer Reduction - Director's Use Permit.

As a result of the Planning Commission's recommendations, updates to TCC 17.43.050 were discussed with the Cannabis Ordinance Ad Hoc committee and the proposed changes are as follows:

Definition of referenced terms per TCC (§) Section 17.43.010:

"Canopy" means the designated area(s) at a licensed premise that will contain mature plants at any point in time. This definition is intended to mirror the definition of "canopy" as defined by the State of California, or as may be amended.

"Cultivation" means the planting, growing, harvesting, drying or processing of cannabis plants or any part thereof.

Code sections to be amended/ added with reflected track changes:

TCC (§) Section 17.43.050(A)(8): For specialty cottage, specialty and small licenses cultivation canopy shall not be allowed within three hundred fifty feet of a residential structure on any adjoining parcels. For medium licenses, cultivation shall not be allowed within five hundred feet of an adjacent property line. Applications for a variance from this provision will be considered by the Trinity County Planning Commission. After obtaining an initial variance, the planning director can issue a director's use permit for subsequent years after an inspection. Applications for an Administrative Buffer Reduction – Director's Use Permit will be considered by the Trinity County Planning Director.

TCC (§) Section 17.43.050(A)(9): For medium licenses, cultivation shall not be allowed within five hundred feet of an adjacent property line. Applications for a variance from this provision will be considered by the Trinity County Planning Commission.

TCC (§) Section 17.43.051 Cannabis Land Use Buffer Reductions

A. Buffer Reductions. When deliberating a Cannabis License application, a reduction from the required three hundred fifty foot distance from an adjacent legal residential structure on any adjoining parcels may be considered by the Planning Director, when the following criteria is met:

1. That the applicant has submitted an application for and has provided documented justification for the requested buffer reduction.
2. That there are special circumstances unique to the properties in question that would reasonably allow a buffer reduction.
3. That the buffer reduction would not result in harm to the public health, safety, or welfare and nearby land uses.
4. During the review of the documentation submitted, a Notice of Application will be sent to affected property owners providing information about the application(s) and identifying the following: 1) the date/time that the Planning Director will take action on the application; and 2) the date/time when comments must be submitted to the County to be considered by the Planning Director prior to taking action. County Code Section 17.32.080 (Authority – Planning Director) states that the planning director may, at their direction, schedule for hearing by the commission any application for a planning director's use permit. If affected property owners disagree with a decision of the director, they may appeal it to the PC per County Code Section 17.34.110(A).
5. The following situations are considered exceptions from the required three hundred fifty foot distance from an adjacent legal residential structure:

- a. Canopy that is less than the required three hundred fifty foot distance from an adjacent residential structure that is under identical ownership of that of the licensee.
- b. Canopy that is less than the required three hundred fifty foot distance from an adjacent parcel, with a legal residential structure, that has a cultivation license.
- c. Canopy that is found to be less than the three hundred fifty foot distance from an adjacent legal residential structure due to new construction on an adjacent property, since issuance of the original cannabis license and not under ownership of the licensee.

The criteria for amending Title 17 (Trinity County Zoning Code) is provided by Section 17.35.030. This Section provides the opportunity for the Board of Supervisors or Planning Commission to direct staff, via resolution, to bring updates and proposed revisions for review by the Planning Commission. The Planning Commission may then make recommendations to the Board of Supervisors.

#### **ENVIRONMENTAL DETERMINATION:**

California Environmental Quality Act (CEQA) under the General Rule exemption 15061(b)(3) which exempts activities where it can be seen with certainty that there is no possibility of causing a significant effect on the environment.

#### **RECOMMENDATION:**

Staff recommends that the Planning Commission:

1. Conduct a public hearing.
2. Close the public hearing.
3. Make a recommendation that the Board of Supervisors:
  - a. find that the amendments to Chapter 17.43.050 of the Trinity County Code is not subject to California Environmental Quality Act (CEQA) under the General Rule exemption 15061(b)(3) which exempts activities where it can be seen with certainty that there is no possibility of causing a significant effect on the environment; and
  - b. approve an ordinance to amend TCC (§) Section 17.43 of the Zoning Code of the County of Trinity as described in this staff report.

#### **ALTERNATIVES:**

1. The Planning Commission may request continuance for additional information.
2. The Planning Commission may recommend amending the request with modifications.
3. The Planning Commission may deny the requested modifications.

**ATTACHMENTS:**

1. Zoning Code Section 17.43.050



## 17.43.050 - Limitation on location to cultivate cannabis.

- A. Applications will not be approved for cultivation of cannabis in any amount or quantity, in the following areas:
1. Within one thousand feet of a youth-oriented facility, a school, any church, or residential treatment facility as defined herein.
  2. Within five hundred feet of an authorized school bus stop.
  3. A legal parcel without a legal dwelling, or without an active building permit.
  4. Timber production zones (TPZ) with the exception made for qualified Phase I applicants (persons or entities who completed enrollment in the NCRWQCB Order #2015-0023 in reference to a Trinity County-based operation by August 1, 2016).
  5. Residential 1 (R1), residential 2 (R2), or residential 3 (R3) zones.
  6. Within the Trinity County jurisdiction of the Whiskeytown-Shasta-Trinity National Recreation Area and within the lease lots within the Ruth Lake Community Services District.
  7. Within the legal boundaries of the Weaverville Community Services District, Coffee Creek Volunteer Fire District and Trinity Center Community Services District, Bucktail Subdivision and within the following area of the Lewiston Community Services District: Mt. Diablo Meridian, Township 33N, Range 8W, Sections 17, 18, 19, 20, and Mt. Diablo Meridian, Township 33N, Range 9W, Section 24, 13, which are in proximity to high density areas, and therefore, create a substantial risk of a public nuisance. An exception to this limitation is allowed for applicants who have submitted an application for enrollment under NCRWQCB Order #2015-0023 by the following dates:
    - Weaverville Community Services District by December 31, 2016;
    - Lewiston Community Services District by January 15, 2017;
    - Coffee Creek Volunteer Fire District and Trinity Center Community Services District by November 30, 2017.
  8. For specialty cottage, specialty and small licenses cultivation shall not be allowed within three hundred fifty feet of a residential structure on any adjoining parcels. For medium licenses, cultivation shall not be allowed within five hundred feet of an adjacent property line. Applications for a variance from this provision will be considered by the Trinity County Planning Commission. After obtaining an initial variance, the planning director can issue a director's use permit for subsequent years after an inspection.

( Ord. No. 315-849, § 1, 12-28-2020)



**TRINITY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION**

530 MAIN ST., PO BOX 2819  
PHONE – 530-623-1351  
WEAVERVILLE, CALIFORNIA 96093

**Edward Prestley, Deputy Director**

**MEMORANDUM**

DATE: February 6, 2024  
TO: Members of the Trinity County Planning Commission  
FROM: Deborah Rogge, Administrative Coordinator  
SUBJECT: Agenda Item: Item 4, DEV-24-02 Zoning Text Amendment to 17.43

---

Comments received as of February 6, 2024.

February 5, 2024

Re: Section 17.43 Zoning Text Amendment, Project Number DEV-24-02

Trinity County Planning Commissioners,

Please accept and consider the following comments pertaining to the proposed TCC Section 17.43 language and process changes.

- A) Regarding the Discussion section of the staff report wherein it states, *"Staff believes that the intent of the residential setback was to reduce the exposure of adjacent or nearby receptors (e.g., residences, school etc.) to odors associated with mature cannabis..."*
- 1) This is staff's opinion, not a statement backed by supporting documentation nor facts. Others believe the intent of the original setback was to reduce the exposure to potential impacts associated with **commercial cannabis activities**, not just mature cannabis, thus supporting the Board of Supervisors Resolution 2016-077 statement **"WHEREAS, cannabis cultivation in Trinity County will take place without environmental damage and without detriment to neighbors or communities"**.
  - 2) The statement also misrepresents the definition of nearby receptors as written in the PEIR. Impact 3.3-3 Exposure of People to Objectionable Odors (pg ES-9) defines sensitive receptors as **residents, youth-oriented facilities, schools, churches, and residential treatment centers** while the staff report merely denotes *"nearby receptors (e.g. residences, school etc)"*, thus presenting the Commission a misguided vision of the PEIR intent.
- B) The staff report claims PEIR Impact 3.3-3 addresses odor impacts as a whole by requiring all fully enclosed cannabis structures containing cannabis plants and products employ mechanical ventilation controls, carbon filtration, etc. As stated, *"Effectively this means that odors generated during the **post-harvest phases** will be eliminated or significantly reduced..."* (emphasis added).
- 1) The report is silent to the fact that **not all** mature cannabis plants and their odors are within fully enclosed structures. There is no licensing requirement to cultivate indoors, thus mature plants emitting odors are NOT always fully enclosed and mitigated in the fashion noted.
  - 2) The report eludes the reader by insinuating nuisance odors only occur during the *post-harvest phases* and fails to inform the reader that the strongest odors are emitted during the flowering phase (pre-harvest) which lasts anywhere from 4 to 12 weeks *before harvest*.
  - 3) Furthermore, and as was brought to the Planning Commission's attention during the 8/3/2023 appeal of the director's decision to approve CCL-132, the County requires applicants submit an Odor Control Plan but DOES NOT require implementation of the plan prior to license approval and the commencement of operations. The Odor Control Plan is implemented one factor at a time, once the County becomes aware by means of code violation complaint filings that an odor nuisance exists. The process of satisfactorily completing odor mitigation could take years (complaints submitted, cannabis division investigates, licensee granted XXX amount of time to implement odor control measure 1, repeat process for measure 2, repeat process for measure 3, repeat process for measure 4, repeat process for measure 5). It is unrealistic to portray PEIR 3.3-3 miraculously prevents and satisfactorily mitigates odor impacts within any reasonable time period.

- C) The staff report proposes to exchange the term “cultivation” with the term “canopy” in determining the 350 foot setback from a residential structure for cultivation operations up to 10,000 square feet (small), while proposing the use of the term “cultivation” be used when determining the 500 foot setback from the property line for medium license types.
- 1) The definition implies adjacent property owners only have rights if their residence is within 350 feet, suggesting all other uses of the property can be impacted without any consideration whatsoever, such as play areas, gardens, recreational areas, pools, and so on.
  - 2) The definition fails to consider businesses catering to the public therefore subjecting the business and their customers to non-mitigated cannabis cultivation impacts.

Attachment A illustrates these noted imperfections. Scenario A depicts a proposed commercial cannabis site requiring an approved land use buffer reduction, where Scenarios B and C do NOT.

What is the difference between the scenarios?

Scenario A: The residence within 350 feet of the cultivation area is **protected** by the language thus requiring the applicant to obtain an approved buffer reduction;

Scenario B: The play area and vegetable garden within 350 feet of the cultivation area does not require an approved buffer reduction – nearby sensitive receptors are **not protected** in the proposed language.

Scenario C: The business depicted within 350 feet of the cultivation area also does not require an approved reduction – nearby sensitive receptors are **not protected** in the proposed language.

In summary, a building with walls and windows has more rights than residents, businesses, customers, children, individuals with respiratory issues and all others within 350 feet of the cultivation area. Children could literally be playing along the fence line of their own property and be within feet of mature cannabis plants and commercial cannabis operations such as harvesting, drying, composting, and so on. The proposed language ensures the adjacent property owner has no say in the matter.

- D) If interpreted correctly, the proposed 17.43.051 Cannabis Land Use Buffer Reductions language grants the Planning Director full authority to approve a proposed buffer reduction. The exceptions specified are understandable - the adjacent property is under the same ownership or is attached to a cultivation license. However, the following issues are concerning.
- 1) There is literally NO consideration as to whether or not the adjacent property owners will be subjected to commercial cannabis impacts. NOT just odor, but noise, traffic and other impacts from the cultivation site's day-to-day operations. The only relative proposed consideration is for the planning director to subjectively determine whether *“the buffer reduction would not result in harm to the public health, safety, or welfare and land uses”*. Considering these operations are conducted within chain link fences, locked gates, and most likely protected by guard dogs, why is it not automatically deemed potentially harmful (or a “public health, safety, or welfare risk) for children, people with immune/respiratory health issues, or anyone for that matter, to be within 350 feet of these cultivation operations?

- 2) The Planning Director uses his/her own judgment to determine whether or not a buffer reduction should be granted. The adjacent property owners are noticed of the time period and have the option to submit their concerns to the planning director (the SAME person making the original decision). The planning director then decides whether the property owners concerns are valid. If the planning director disagrees with the submitted concerns, a hearing before the Planning Commission is or is not scheduled? The proposed language states the *“planning director may, at their direction”* schedule the hearing.

As written, the assumption is that the planning director makes the original decision, the property owners submit their concerns to the planning director (aka, appeals to the planning director), the planning director denies the concerns/appeal of his/her OWN decision. The property owners then must file an appeal and pay the required \$500 appeal fee to have the Commission review their concerns.

The proposal eliminates the adjacent property owners rights to a quasi-judicial hearing by the Planning Commission as is conducted now, thus requiring they file an appeal and pay \$500. The decision to approve or deny the proposed buffer reduction is subjective - not based on regulatory language. Therefore, the subjective decision should NOT under the jurisdiction of the planning director/staff - all points and perspectives should be submitted for the Planning Commission’s consideration and decision.

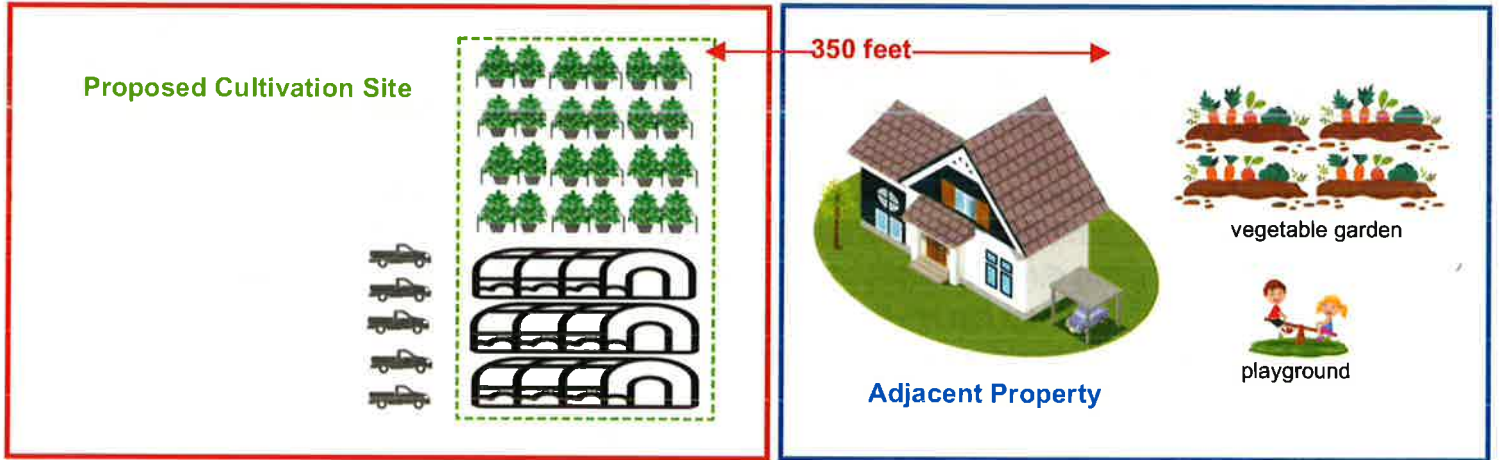
In closing, I encourage the Planning Commission take this opportunity to improve Chapter 17.43 *for all Trinity County citizens* and incorporate the following within your recommendation to the Board of Supervisors:

- 1) Deny the exchange of the term “cultivation” for the term “canopy”. Recognize and acknowledge all commercial cannabis cultivation operational impacts are not contained to the “mature canopy” or within a supposed odor controlled building. Require a “cultivation” area be defined and approved, allowing the cultivator freedom of mature canopy placement, processing and handling anywhere within the approved cultivation area.
- 2) Modify 17.43.050(A)(8) language for small license types to be consistent with medium licenses by requiring the approved cultivation area boundaries be 350 feet from any adjacent **property line**, eliminating the controversial use of the residential setback terminology as a whole. The adjacent property owners and sensitive receptors within the area benefit from this modification. The measurement factors are manageable for cannabis division staff - always the approved cultivation area boundary to adjacent property line.
- 3) Require all proposed cannabis land use buffer reductions be presented to and decided by the Planning Commission, with the only exceptions limited to the cannabis director's verification of adjacent property being of the same ownership or in possession of an approved commercial cannabis cultivation license.

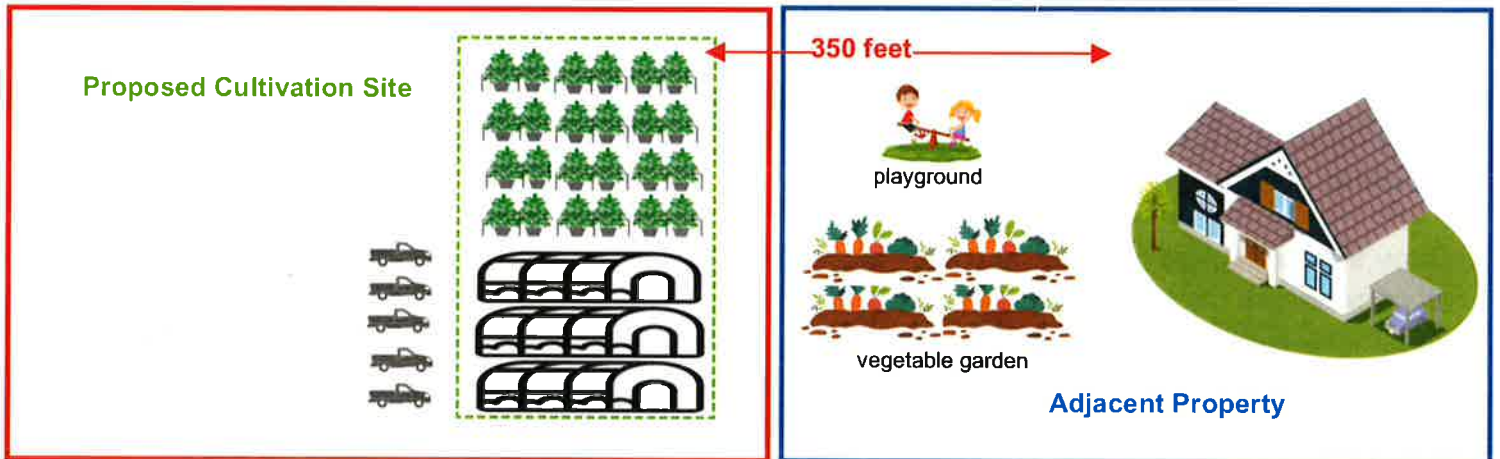
Thank you for your consideration,  
Kristel Bell

ATTACHMENT A

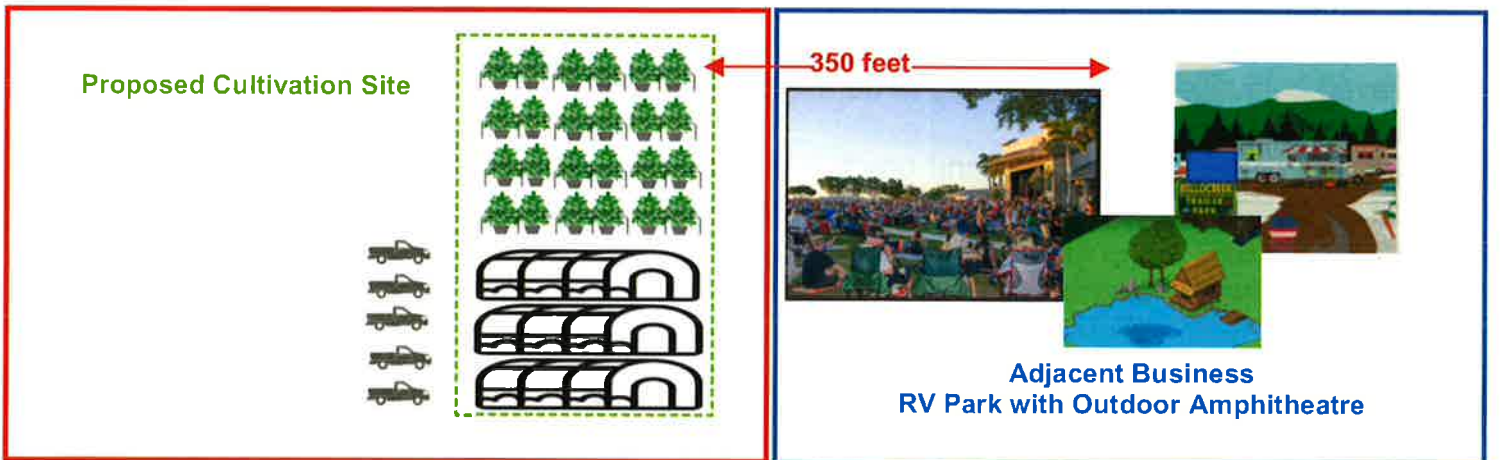
**Scenario A: Buffer Reduction Approval Required**



**Scenario B: NO Buffer Reduction Approval Required**



**Scenario C: NO Buffer Reduction Approval Required**





**TRINITY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT**

**CANNABIS DIVISION**

530 MAIN ST., PO BOX 2819

PHONE – 530-623-1351

WEAVERVILLE, CALIFORNIA 96093

**Edward Prestley, Deputy Director**

**MEMORANDUM**

DATE: February 7, 2024  
TO: Members of the Trinity County Planning Commission  
FROM: Drew Plebani, Cannabis Division Director,  
SUBJECT: Agenda Item: Item 4, DEV-24-02 Zoning Text Amendment to 17.43

---

Staff directs the reader to the following sections and excerpts from Volume 1 & 2 of the Certified Final Programmatic Environmental Impact Report (PEIR). Furthermore, the FEIR addresses Odor in various sections, including the following:

**Trinity County Cannabis Program FEIR Vol.2.- ES.3.2 Significant and Unavoidable Impacts and Cumulative Impacts.**

“Mitigation measures have been identified in Sections 3.1 through 3.16 of this EIR that are intended to mitigate project effects to the extent feasible. For the following environmental issue areas, one or more impacts are considered significant and unavoidable; that is, no feasible mitigation is available to reduce the project’s impacts or the project’s contribution to cumulative impacts to a less-than-significant level.” (Excerpt refers specifically to Air Quality -Odor)

**Trinity County Cannabis Program FEIR Vol.2.- Impact 3.3-3: Exposure of People to Objectionable Odors:** “Setbacks are required under the Cannabis Program, however, they do not preclude the generation of odorous emissions in such quantities as to cause detriment, nuisance, or annoyance to a substantial number of people. This impact would be **significant.**”

“Although exposure to offensive odors generally does not result in physical harm, the odors can be perceived as objectionable leading to considerable distress among the public and can result in citizen complaints to local governments and regulatory agencies.”

“All cultivation operations would be required to be setback a minimum of 350 feet from adjacent residences such that attendant odors would less likely be detectable by people off-site.”

“While the Cannabis Program requires a minimum setback for cultivation sites of 350 feet from

adjacent residences” ... “it does not preclude the potential for off-site residential receptors to be exposed to odors emitted by mature cannabis plants that they find objectionable. As a result, this impact would be **significant.**”

### **Trinity County Cannabis Program FEIR Vol.2- Mitigation Measure 3.3-3: Implement Odor Control Plan for the Growing, Cultivating, Processing, Handling of Cannabis**

#### **Significance after Mitigation**

Implementation of Mitigation Measure 3.3-3 would reduce the potential of odor nuisance impacts and would include corrective actions for cultivation sites that routinely generate nuisance odor impacts off-site. However, it is possible that nuisance odor impacts would occur occasionally before abatement for outdoor cultivation sites, especially in areas where outdoor cultivation sites are concentrated. There are no feasible mitigation measures for completely avoiding the potential for occasional odor nuisance impacts because there is no reliable method.

#### **Trinity County Cannabis Program FEIR Vol.1.- 3.2.4 Master Response: Odors associated with Cannabis Cultivation.**

“Odors with distinct odor characteristics emanating from proximate sources are generally not additive or amplified. However, odors with the same or similar odor characteristics emanating from proximate sources may be additive. Therefore, multiple odor sources in a given geographic area would not necessarily increase the strength of an odor, although a higher frequency of odor detection would be expected.” This evidences that without active cultivation the cumulative effects vs additive effects cannot discerned, and statements related to past odor concerns without quantified data cannot be used to evaluate the subjective concerns stated by the appellant.

For reference, also included as attachments to this memo are the following documents:

- Highlighted sections of Trinity County Cannabis Program FEIR Vol.2.
- Background and Discussion to Resolution 2023-071,
- Board of Supervisors Agenda Item 4.1, Meeting Date 12/19/2023,
- Current residential setback mapping from “Cultivation”,
- Three example maps depicting: ‘Cultivation’ vs. ‘Canopy’ as they relate to the Residential Setback requirement. Example maps are also intended to more clearly define potential future mapping standards related to Setback maps vs. Buffer maps, as it relates to the residential setback requirement.





**TRINITY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION**

530 MAIN ST., PO BOX 2819  
PHONE – 530-623-1351  
WEAVERVILLE, CALIFORNIA 96093

**Edward Prestley, Deputy Director**

**MEMORANDUM**

DATE: February 8, 2024  
TO: Members of the Trinity County Planning Commission  
FROM: Drew Plebani, Cannabis Division Director,  
SUBJECT: Agenda Item: Agenda Item: Item 4, DEV-24-02 Zoning Text  
Amendment to 17.43

---

Attached is Resolution 2020-103 A *RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY (1) ADOPTING FINDINGS OF FACT AND A STATEMENT OF OVERRIDING CONSIDERATIONS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; (2) ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM; AND (3) CERTIFYING THE ENVIRONMENTAL IMPACT REPORT CONCERNING THE COUNTY'S COMMERCIAL CANNABIS PROGRAM*

**RESOLUTION NO. 2020-103**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY (1) ADOPTING FINDINGS OF FACT AND A  
STATEMENT OF OVERRIDING CONSIDERATIONS UNDER THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT; (2) ADOPTING A MITIGATION MONITORING  
AND REPORTING PROGRAM; AND (3) CERTIFYING THE ENVIRONMENTAL  
IMPACT REPORT CONCERNING THE COUNTY'S COMMERCIAL CANNABIS  
PROGRAM**

**WHEREAS**, the County published a Notice of Preparation of an Environmental Impact under the California Environmental Quality Act ("CEQA") regarding the County's Commercial Cannabis Program ("Cannabis Program") on December 21, 2018.

**WHEREAS**, on January 16, 2019, the County held a scoping meeting to elicit public input and comment regarding the preparation of the intended environmental impact report for the Program.

**WHEREAS**, following the preparation of a Draft Environmental Impact Report ("DEIR") regarding the Program, the County published Notice of Availability of the DEIR on May 29, 2019.

**WHEREAS**, on September 26, 2019, the Planning Commission held a workshop to receive public input regarding the DEIR.

**WHEREAS**, on November 19, 2019 and February 11, 2020, the Board of Supervisors held special meetings to receive further public input regarding the DEIR.

**WHEREAS**, a Final Environmental Impact Report ("FEIR") has been prepared, which includes written responses to all comments received during the formal comment period on the DEIR.

**WHEREAS**, a public hearing was held before the Planning Commission on November 19, 2020 to consider whether the Planning Commission should recommend certification of the FEIR.

**WHEREAS**, following the close of the public hearing, the Planning Commission continued the proposed certification of the FEIR and adoption of the Ordinance for further consideration and deliberation at a special meeting on December 3, 2020.

**WHEREAS**, at its December 3, 2020 special meeting, the Planning Commission recommended that the Board of Supervisors certify the FEIR with modifications that it specified in Planning Commission Resolution PC-2020-13, which the Board of Supervisors has reviewed and considered.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors finds, in accordance with Sections 15090 and 15091 of the California Environmental Quality Act ("CEQA") Guidelines (California Code of Regulations, Title 14, Chapter 3) that:

1. The FEIR and DEIR were prepared and completed in compliance with CEQA and the CEQA Guidelines;
2. The Board of Supervisors has fully reviewed and considered the FEIR and DEIR; and
3. The FEIR and DEIR reflect the independent judgment and analysis of the County, as the lead agency for the CEQA project being considered.

**BE IT FURTHER RESOLVED** that the Board of Supervisors adopts the CEQA Findings of Fact and Statements of Overriding Considerations for the Cannabis Program attached in Attachment A.

**BE IT FURTHER RESOLVED** that the Board of Supervisors adopts the Mitigation and Monitoring Program for the Program attached in Attachment B.

**BE IT FURTHER RESOLVED** that the Environmental Impact Report for the Cannabis Program is hereby certified pursuant to CEQA.

**DULY PASSED AND ADOPTED** this 21st day of December, 2020 by the Board of Supervisors of the County of Trinity by motion, second (Brown/Morris), and the following vote:

AYES: Supervisors Brown, Morris, Groves, Fenley and Chadwick  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None



BOBBI CHADWICK, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

RICHARD KUHNS, Psy.D,  
Clerk of the Board of Supervisors

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

# ATTACHMENT A

## CEQA Findings of Fact and Statement of Overriding Considerations Trinity County Cannabis Program SCH Number: 2018122049

Prepared for:  
Trinity County Department of Transportation  
P.O. Box 2490  
31301 State Highway 3  
Weaverville, CA 96093

Contact: David Colbeck, Environmental Compliance Specialist

Prepared by:  
Ascent Environmental  
455 Capitol Mall, Suite 300  
Sacramento, CA 95814  
Contact: Pat Angell, Project Manager

December 2020

# TABLE OF CONTENTS

Section	Page
<b>1</b>	<b>FINDINGS OF FACT ..... 3</b>
1.1	Introduction..... 3
1.1.1	Purpose ..... 3
1.1.2	Organization and Format of Findings ..... 4
1.1.3	Summary of Project Description..... 4
1.1.4	Project Objectives..... 5
1.1.5	Environmental Review Process..... 5
1.2	CEQA Findings of Independent Judgment..... 6
1.2.1	Effects Determined Not to Be Significant..... 6
1.2.2	Less Than Significant Impacts.....7
1.2.3	Potentially Significant Impacts that Can Be Mitigated Below a Level of Significance..... 11
1.2.4	Potentially Significant Impacts That Cannot Be Mitigated Below a Level of Significance..... 47
1.3	Findings Regarding Alternatives ..... 53
1.3.1	No Project Alternative..... 54
1.3.2	Siting Limitation for Commercial Cannabis Sites Alternative ..... 55
1.3.3	Reduced Commercial Cannabis Operations Alternative..... 56
1.4	General CEQA Findings..... 57
1.4.1	Mitigation Monitoring and Reporting Program..... 57
1.4.2	CEQA Guidelines Section 15091 and 15092 Findings..... 58
1.4.3	Board of Supervisors Independent Judgment..... 58
1.4.4	Nature of Findings..... 58
1.4.5	Reliance on Record ..... 58
1.5	Certification of the Final Environmental Impact Report..... 60
<b>2</b>	<b>STATEMENT OF OVERRIDING CONSIDERATIONS..... 61</b>

This page intentionally left blank.

# 1 FINDINGS OF FACT

## 1.1 INTRODUCTION

### 1.1.1 Purpose

This statement of Findings of Fact (Findings) and Statement of Overriding Considerations addresses the environmental effects associated with the Trinity County Cannabis Program (Cannabis Program or project). These Findings are made pursuant to the California Environmental Quality Act (CEQA) under Sections 21081, 21081.5, and 21081.6 of the Public Resources Code and Sections 15091 and 15093 of the CEQA Guidelines, Title 14, Cal. Code Regs. 15000, et seq (CEQA Guidelines). The potentially significant impacts were identified in both the Draft Environmental Impact Report (EIR) and the Final EIR, as well as additional facts found in the complete record of proceedings.

Public Resources Code 21081 and Section 15091 of the CEQA Guidelines require that the lead agency prepare written findings for identified significant impacts, accompanied by a brief explanation for the rationale for each finding. Trinity County (County) is the lead agency responsible for preparation of the EIR in compliance with CEQA and the CEQA Guidelines. Section 15091 of the CEQA Guidelines states, in part, that:

- a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
  - 1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
  - 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
  - 3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

In accordance with Public Resource Code 21081 and Section 15093 of the CEQA Guidelines, whenever significant impacts cannot be mitigated to below a level of significance, the decision-making agency is required to balance, as applicable, the benefits of the proposed project against its unavoidable environmental risks when determining whether to approve the project. If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse effects may be considered "acceptable." In that case, the decision-making agency may prepare and adopt a Statement of Overriding Considerations, pursuant to the CEQA Guidelines.

Section 15093 of the CEQA Guidelines state that:

- a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
- b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the Final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

- c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

The Final EIR for the project identified potentially significant effects that could result from project implementation. However, the County Board of Supervisors finds that the inclusion of certain mitigation measures as part of the project approval will reduce most, but not all, of those effects to less than significant levels. Those impacts that are not reduced to less than significant levels are identified and overridden due to specific project benefits in a Statement of Overriding Considerations.

In accordance with CEQA and the CEQA Guidelines, the County Board of Supervisors adopts these Findings as part of its certification of the Final EIR for the project. Pursuant to Section 21082.1(c)(3) of the Public Resources Code, the County Board of Supervisors (Board) also finds that the Final EIR reflects the Board's independent judgment as the lead agency for the project. As required by CEQA, the Board, in adopting these Findings, also adopts a Mitigation Monitoring and Reporting Program (MMRP) for the project. The Board finds that the MMRP, which is incorporated by reference and made a part of these Findings, meets the requirements of Section 21081.6 of the Public Resources Code by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the project.

## 1.1.2 Organization and Format of Findings

Section 1.1, Introduction, contains a summary description of the Cannabis Program and background facts relative to the environmental review process.

Section 1.2 discusses the CEQA findings of independent judgment. Section 1.2.1 identifies the project's potential environmental effects that were determined not to be significant and, therefore, do not require mitigation measures. Section 1.2.2 describes the environmental effects determined not to be significant and therefore were not further evaluated in detail in the EIR. Section 1.2.3 identifies the potentially significant effects of the project that would be mitigated to a less than significant level with implementation of the identified mitigation measures. Section 1.2.4 of these Findings identifies the significant impacts of the project that cannot be mitigated to a less than significant level, even though all feasible mitigation measures have been identified and incorporated into the project.

Section 1.3 identifies the feasibility of the project Alternatives that were studied in the EIR.

Section 1.4 discusses findings with respect to mitigation of significant adverse impacts, and adoption of the Mitigation, Monitoring, and Reporting Program (MMRP).

Section 1.5 describes the certification of the Final EIR.

Section 2.0 contains the Statement of Overriding Considerations providing the Board's views on the balance between the project's significant environmental effects and the merits and objectives of the project.

## 1.1.3 Summary of Project Description

The Cannabis Program proposes to continue regulating cannabis operations within the county. These include indoor, outdoor, and mixed-light cultivation operations, nurseries, processing, testing, manufacturing, distribution, and non-storefront retail activities. Trinity County has six ordinances to regulate each of the cannabis operation types that are collectively referred to as the Cannabis Program. The following project components are proposed:

- ▶ adopt the six ordinances that regulate commercial cannabis operations in the unincorporated area of the county into a single ordinance;
- ▶ propose an amendment to Section S315-843(1)(i) of the Cultivation Ordinance 315-843 that would increase the designated area for cultivation activities from 200 percent to 250 percent;



- ▶ provide amendments to the various ordinances through mitigation measures to prevent potentially significant environmental impacts of cannabis activities.

## 1.1.4 Project Objectives

The County has identified the following objectives for the Cannabis Program:

- ▶ regulate cannabis operations in a manner that ensures that the county is a safe place for all residents to live and work,
- ▶ protect the county's quality of life and natural environment,
- ▶ ensure that cannabis operations avoid environmental damage and detrimental impacts on communities and neighborhoods,
- ▶ regulate cannabis operations to protect the county's reputation as a tourist destination, and
- ▶ align the County's commercial cannabis regulations with state requirements.

## 1.1.5 Environmental Review Process

### NOTICE OF PREPARATION

In accordance with CEQA (PRC Section 21092) and the State CEQA Guidelines (14 CCR Section 15082), a notice of preparation (NOP) was distributed on December 21, 2018, to the State Clearinghouse, responsible agencies, interested parties and organizations, and private organizations and individuals that could have interest in the project. A scoping meeting was held January 16, 2019, at the Trinity Alps Performing Arts Center in Weaverville.

### DRAFT EIR

On May 29, 2019, the County released the Draft EIR for a 45-day public review and comment period. The Draft EIR was submitted to the State Clearinghouse for distribution to reviewing agencies and posted on the County's website at <https://www.trinitycounty.org/Commercial-Cannabis> and <https://www.trinitycounty.org/Transportation>. The Draft EIR was also made available at the following locations:

- ▶ Hayfork Library, 6641A State Highway 3, Hayfork;
- ▶ Trinity Center Branch Library, 540B Airport Road, Scott Museum Building, Trinity Center;
- ▶ Weaverville Public Library, 351 Main Street, Weaverville;
- ▶ Willow Creek Branch Library, 39 Mayfair Street, Willow Creek;
- ▶ Trinity County Department of Transportation, 31301 Highway 3, Weaverville; and
- ▶ Trinity County Planning Department, 60 Airport Road, Weaverville.

Public meetings to provide an overview of the Draft EIR and environmental review process were held on the following dates and at the following locations:

- ▶ June 19, 2019 – Weaverville,
- ▶ June 20, 2019 – Burnt Ranch,
- ▶ June 21, 2019 – Trinity Center,
- ▶ June 22, 2019 – Mad River, and
- ▶ June 22, 2019 – Hayfork.

## FINAL EIR

Section 15088 of the State CEQA Guidelines requires that the Lead Agency responsible for the preparation of an EIR evaluate comments on environmental issues received during the noticed comment period and prepare written response addressing each of the comments. The intent of the Final EIR is to provide a forum to address comments pertaining to the information and analysis contained within the Draft EIR, and to provide an opportunity for clarifications, corrections, or revisions to the Draft EIR as needed and as appropriate.

After completion of the 45-day comment period, the County held four additional meetings to receive input on the Draft EIR and the Cannabis Program:

- ▶ September 26, 2019, Planning Commission meeting,
- ▶ November 19, 2019, Board of Supervisors meeting, and
- ▶ December 11, 2019, Board of Supervisors special meeting.

While not required under State CEQA Guidelines Section 15088, the Final EIR provides a summaries of common comments received at these meetings and responses to these comments.

The Final EIR assembles in one document all the environmental information and analysis prepared for the proposed project, including comments on the Draft EIR and responses by the County to those comments.

In accordance with State CEQA Guidelines Section 15132, the Final EIR (in two volumes) for the proposed project consists of: (i) the Draft EIR and subsequent revisions; (ii) comments received on the Draft EIR; (iii) a list of the persons, organizations, and public agencies commenting on the Draft EIR; (iv) written responses to significant environmental issues raised during the public review and comment period and related supporting materials; and, (v) other information contained in the EIR, including EIR appendices.

The Final EIR was released on November 11, 2020 and was made available for review by commenting agencies, in accordance with CEQA requirements. The Final EIR was also made available to the public online at <https://www.trinitycounty.org/node/2609>.

## 1.2 CEQA FINDINGS OF INDEPENDENT JUDGMENT

### 1.2.1 Effects Determined Not to Be Significant

Section 15128 of the State CEQA Guidelines requires an EIR to contain a statement briefly indicating the reasons that various possible significant effects of a project were determined not to be significant and were, therefore, not discussed in detail in the EIR. This information is addressed in Section 1.2.1, "Effects Found Not to be Significant, " and under the heading "Issues Not Discussed Further" in each resource section of the Final EIR Volume 2. Based on these discussions, implementation of the Cannabis Program was determined to result in no potentially significant impacts related to the following issues, which were therefore, not discussed in detail in the EIR:

- ▶ Air Quality: the Cannabis Program would not result in impacts associated with the naturally occurring asbestos because the North Coast Unified Air Quality Management District requires projects conform with the California Air Resources Board's Airborne Toxic Control Measures for naturally occurring asbestos;
- ▶ Air Quality: the Cannabis Program are not expected to generate more than 32 trips per day during the peak harvest period that could create carbon monoxide hot spots;
- ▶ Air Quality: the Cannabis Program construction and operation of new cannabis facilities would not expose existing receptors to substantial toxic air contaminant concentrations;
- ▶ Biological Resources: the Cannabis Program are not expected result in significant impacts to California wolverine, gray wolf, Sierra Nevada red fox, and western yellow-billed cuckoo;

- ▶ Biological Resources: the commercial cannabis uses under the Cannabis Program would not be permitted within the implementation areas of existing habitat conservation plan areas (private land designated for timber harvest and aquatic habitat), and thus would not affect the successful implementation of the habitat conservation plans;
- ▶ Hydrology and Water Quality: implementation of the Cannabis Program would not increase hazards associated with tsunamis hazards as the county is not exposed to these hazards;
- ▶ Hydrology and Water Quality: implementation of the Cannabis Program would not conflict with the Sustainable Groundwater Management Act because groundwater basins in the county are considered to be of low priority, and thus are not subject to development of a sustainable groundwater management plan;
- ▶ Mineral Resources: implementation of the Cannabis Program would not result in the loss of availability of a known mineral resource that would be of value to the region and residents of the state;
- ▶ Mineral Resources: implementation of the Cannabis Program would not result in the loss of availability of a locally-important mineral resource recovery site delineated on an applicable land use plan;
- ▶ Noise: implementation of the Cannabis Program would not expose people residing or working in the county to excessive noise associated with airport/airstrip-related operations;
- ▶ Noise: implementation of the Cannabis Program would not generate excessive groundborne vibration or groundborne noise levels during construction or operation;
- ▶ Population and Housing: implementation of the Cannabis Program would not induce substantial population growth and necessitate the construction of new housing. Commercial cannabis uses are not expected to displace housing or displace people because cultivation would be required to be setback from residential uses;
- ▶ Public Services: implementation of the Cannabis Program would not substantially increase population levels in the county. Thus, there would not be additional use of schools or parks and recreation facilities such that new or expansion of facilities would be necessary. Likewise, there would not be an increased demand on fire or law enforcement demand associated with population growth;
- ▶ Recreation: implementation of the Cannabis Program would not result in a substantial increase in countywide population such that indirect impacts on recreational facilities could occur;
- ▶ Transportation: implementation of the Cannabis Program would not result in a change in air traffic patterns or contribute to an increase in demand for air travel; and
- ▶ Transportation: implementation of the Cannabis Program would not limit or adversely affect rail traffic, infrastructure, or activities. Similarly, transit, bike, and pedestrian facilities and activities would not be affected by the project. Due to the rural character of much of the transportation network and the anticipated dispersion of the individual cultivation sites throughout the county, the project would not generate demand for transit, bike, or pedestrian facilities.

## 1.2.2 Less Than Significant Impacts

The Board finds that, based upon substantial evidence in the record, including information in the Final EIR, the following impacts have been determined be less than significant and no mitigation is required pursuant to Public Resources Code section 21081(a) and CEQA Guidelines Section 15091(a):

### AESTHETICS

An evaluation of the project's lighting and glare impacts is found in Section 3.1, "Aesthetics," of the Final EIR Volume 2. Implementation of the Cannabis Program would not result in nighttime lighting and glare impacts because the Cannabis Program and state regulations require the shielding of nighttime light sources for all activities (**Impact 3.1-3**).

## Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects from lighting and glare is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.1 page 3.1-11).

## AGRICULTURE AND FORESTRY RESOURCES

An evaluation of the project's agriculture and forestry resources impacts is found in Section 3.2, "Agriculture and Forestry Resources," of the Final EIR Volume 2. Health and Safety Code Section 11362.777(a) and Business and Professions Code Section 26067(a) define medical and adult-use cannabis as agricultural products, and cannabis is defined by the state as an agricultural product; therefore, cannabis activities under the Cannabis Program would not result in conversion of farmland to nonagricultural uses or conflict with existing zoning for agricultural use or a Williamson Act contract (**Impact 3.2-1**). Implementation of the Cannabis Program would allow existing licensed cultivation sites to expand and new commercial cannabis operations to be located in forested areas and result in forest removal. However, commercial cannabis operations would be restricted from locating in areas zoned Timber Production Zone, as well as public lands that contain most of the county's forest resources (**Impact 3.2-2**).

## Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects to agriculture and forestry resources is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.2 pages 3.2-9 through 3.2-11).

## ARCHAEOLOGICAL, HISTORICAL, AND TRIBAL CULTURAL RESOURCES

An evaluation of the project's archaeological, historical, and tribal cultural resources impacts is found in Section 3.5, "Archaeological, Historical, and Tribal Cultural Resources," of the Final EIR Volume 2. Cannabis operations associated with implementation of the Cannabis Program could be located on properties that contain known or unknown archaeological resources, and ground-disturbing activities could result in discovery or damage of previously undiscovered archaeological resources as defined in State CEQA Guidelines Section 15064.5. Implementation of existing state regulations would ensure that these potential impacts are addressed and mitigated (**Impact 3.5-2**).

Previously undiscovered human remains could be discovered when soils are disturbed during construction of commercial cultivation and processing sites under the Cannabis Program. Compliance with California Health and Safety Code Sections 7050.5 and 7052, Public Resources Code Section 5097 (**Impact 3.5-3**). Consultation with tribes also did not identify any tribal cultural resources that could be affected by implementing the County Cannabis Program (**Impact 3.5-4**).

## Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects on archaeological resources, human remains, and tribal cultural resources is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.5 pages 3.5-20 through 3.5-22).

## ENERGY

An evaluation of the project's energy impacts is found in Section 3.6, "Energy," of the Final EIR. Implementation of the Cannabis Program is not projected to result in any significant impacts related to wasteful, inefficient, or unnecessary consumption of energy or wasteful use of energy resources (**Impact 3.6-1**); conflict with or obstruct a state or local plan for renewable energy or energy efficiency (**Impact 3.6-2**); or impacts to energy facilities (**Impact 3.6-3**).

## Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects from wasteful, inefficient, or unnecessary consumption of energy or wasteful use of energy resources, conflict with or obstruct a state or local plan for renewable energy or energy efficiency, or to energy facilities is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.6 pages 3.6-8 through 3.6-13).

## GEOLOGY AND SOILS

An evaluation of the project's geology and soils impacts is found in Section 3.7, "Geology and Soils," of the Final EIR Volume 2. Implementation of the Cannabis Program would not exacerbate existing seismic hazards and would comply with state and local regulatory design requirements related to seismic hazards (e.g., building codes and other laws and regulations), such that the exposure of people or structures to risk of loss, injury or death resulting from rupture of a known earthquake fault or strong seismic shaking would be avoided or reduced (**Impact 3.7-1**). Septic systems must be sited, designed, and constructed in accordance with applicable local requirements (**Impact 3.7-3**).

## Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects from loss, injury, or death, involving seismic hazards; or operation of septic systems is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.7 pages 3.7-9 through 3.7-13).

## HAZARDS AND HAZARDOUS MATERIALS

An evaluation of the project's hazard impacts is found in Section 3.9, "Hazards and Hazardous Materials," of the Final EIR Volume 2. Compliance with existing, applicable rules and regulations specifically designed to protect public health would be sufficient to preclude significant hazardous materials impacts (**Impact 3.9-1**). Also existing regulations effectively reduce the potential for individual projects to create a hazard to the public, schools, or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials (**Impact 3.9-3** and **3.9-4**). The Cannabis Program would also not create a safety hazard or excessive noise exposure for people working or residing near a public airport (**Impact 3.9-5**).

## Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects associated with hazardous materials and airport hazards is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.9 pages 3.9-12 through 3.9-18).

## LAND USE AND PLANNING

An evaluation of the project's land use impacts is found in Section 3.11, "Land Use and Planning," of the Final EIR Volume 2. The Cannabis Program contains requirements that would manage conditions that create public nuisances by enacting restrictions on the location, type, and size of cannabis cultivation sites and commercial activities in the county, as well as other requirements such as setbacks, security, and other protective measures. Because the project would include the above requirements, land use conflicts that could result in the division of established communities would not occur (**Impact 3.11-1**). The Cannabis Program would also amend the County Code of Ordinances that implements the General Plan land use policy direction, and would be consistent with General Plan land use provisions. Further, the Cannabis Program contains permitting requirements that provides a mechanism for the County to ensure compliance with relevant plans and policies (**Impact 3.11-2**).

## Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects associated with land use and planning is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.11 pages 3.11-5 through 3.11-7).

## NOISE

An evaluation of the project's noise impacts is found in Section 3.12, "Noise," of the Final EIR Volume 2. Implementation of the Cannabis Program would require operations to comply with noise standards in the Trinity County General Plan (**Impact 3.12-2**).

### Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects from generation of significant operational noise levels is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.12 page 3.12-10).

## PUBLIC SERVICES

An evaluation of the project's public services impacts is found in Section 3.13, "Public Services," of the Final EIR Volume 2. Commercial cannabis production and operation under the Cannabis Program would be required to include on-site security measures that would address safety of the facilities and would not require increased law enforcement services that would result in the need for new or altered facilities (**Impact 3.13-2**).

### Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's law enforcement effects is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.13 page 3.13-12).

## TRANSPORTATION/TRAFFIC

An evaluation of the project's transportation impacts is found in Section 3.14, "Transportation/Traffic," of the Final EIR Volume 2. Implementation of the Cannabis Program would not result in significant effects related to construction traffic, operations, and vehicle miles traveled (**Impact 3.14-1**, **Impact 3.14-2**, and **Impact 3.14-5**).

### Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's transportation impacts are less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.14 pages 3.14-13 through 3.14-16).

## CUMULATIVE

An evaluation of the project's cumulative impacts is found in Chapter 4, "Cumulative Impacts," of the Final EIR Volume 2. Implementation of the Cannabis Program is not projected to result in any cumulatively considerable impacts in the following areas with implementation of mitigation measures project impacts identified in sections 3.1 through 3.16 of the Final EIR Volume 2:

- ▶ Substantial Adverse Cumulative Effect Related to Scenic Views, Scenic Highways, Visual Character and Lighting Impacts (**Impact 4.3.1**)
- ▶ Substantial Adverse Cumulative Effect Related to Agricultural and Forestry Impacts (**Impact 4.3.2**)
- ▶ Substantial Adverse Cumulative Effect Related to Biological Resource Impacts (**Impact 4.3.4**)
- ▶ Substantial Adverse Cumulative Effect Related to Archaeological, Historical, and Tribal Cultural Resource Impacts (**Impact 4.3.5**)
- ▶ Substantial Adverse Cumulative Effect Related to Energy Impacts (**Impact 4.3.6**)

- ▶ Substantial Adverse Cumulative Effect Related to Geology and Soil Impacts (**Impact 4.3.7**)
- ▶ Substantial Adverse Cumulative Effect Related to Greenhouse Gas Impacts (**Impact 4.3.8**)
- ▶ Substantial Adverse Cumulative Effect Related to Hazards and Hazardous Materials Impacts (**Impact 4.3.9**)
- ▶ Substantial Adverse Cumulative Effect Related to Water Quality, Groundwater, Flooding, and Surface Water Resource Impacts (**Impact 4.3.10**)
- ▶ Substantial Adverse Cumulative Effect Related to Land Use and Planning Impacts (**Impact 4.3.11**)
- ▶ Substantial Adverse Cumulative Effect Related to Public Service Impacts (**Impact 4.3.13**)
- ▶ Substantial Adverse Cumulative Effect Related to Traffic Operational Impacts, Vehicle Miles Traveled Impacts, and Roadway/Emergency Access Impacts (**Impact 4.3.14**)
- ▶ Substantial Adverse Cumulative Effect Related to Public Wastewater Impacts, Public Water Supply Impacts, and Solid Waste Impacts (**Impact 4.3.15**)
- ▶ Substantial Adverse Cumulative Effect Related to Wildfire Impacts (**Impact 4.3.16**)

### Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's contribution to the above cumulative impacts are less than cumulatively considerable (Final EIR Volume 2, Chapter 4). The reader is referred to findings on project impacts and mitigation measures related to cumulative impacts in Section 1.2.3 and 1.2.4 below.

## 1.2.3 Potentially Significant Impacts that Can Be Mitigated Below a Level of Significance

Pursuant to Section 21081(a) of the Public Resources Code and Section 15091(a)(1) of the CEQA Guidelines, the Board finds that, for each of the following significant effects identified in the Final EIR, changes or alterations have been required in, or incorporated into, the proposed project which avoid or mitigate the identified significant effects on the environment to less than significant levels. These findings are explained below and are supported by substantial evidence in the record of proceedings.

### AESTHETICS - IMPACTS TO SCENIC VISTAS OR DAMAGE SCENIC RESOURCES

An evaluation of the project's impacts related to aesthetics is found in Section 3.1, "Aesthetics," of the Final EIR Volume 2. Implementation of the Cannabis Program has the potential to alter localized public views of scenic vistas or resources from tree and vegetation removal and the construction of fencing and on-site structures (**Impact 3.1-1**).

Mitigation measures to avoid or reduce the environmental effects of the project on aesthetics are included as part of the project.

#### Mitigation Measure 3.1-1a: Screen Cultivation Sites from County Scenic Roadways

Section 315-843(6) will be amended to include the following new performance standard:

- ▶ License applications for new cultivation sites and requests for license renewal for sites located within 0.5 mile of a County-designated scenic roadway will provide details on methods to screen the cultivation site from public views along the scenic roadway so that the developed site conditions blends with the existing visual character of the viewshed and does not dominate the view. Screening may be accomplished through retention of perimeter trees and other vegetation, revegetation with locally appropriate native vegetation as part of site modification or closure, or other methods determined acceptable to the County. This requirement will not apply to cultivation sites that demonstrate the site is not visible from the scenic roadway. Due to the topography of specific sites, a

fence may not be adequate to screen a cultivation site from the roadway. For these sites, perimeter trees and other vegetation shall be used.

### Mitigation Measure 3.1-1b: Maintain Cultivation Premises

Section 315-843(6) will be amended to include the following new performance standard:

- ▶ License applications for new cultivation sites and requests for license renewal will maintain the premises clear of trash and debris piles. No trash or debris, including abandoned cars, various woody materials, plastic tarps, cannabis waste, or household appliances, will be allowed to accumulate on the premises for a period greater than two weeks for the life of the license. The County will inspect compliance with this measure prior to license renewal.

### Mitigation Measure 3.1-1c: Fence Cultivation Site

Section 315-843(6) will be amended to include the following new performance standard:

- ▶ Covered and solid fencing shall be designed to blend with the surrounding rural or natural conditions of the parcel and will be maintained in good working condition. If topography prevents fencing from being adequate screening, a vegetative fence will be maintained in good condition to comply with screening requirements. The County will inspect compliance with this measure prior to license renewal.

### Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential aesthetics-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### Rationale

Implementation of Mitigation Measure 3.1-1a would address impacts on scenic views and scenic resources by requiring the screening of new cultivation sites and the establishment of screening features at existing cultivation sites, ensuring that these features do not dominate the scenic view. Mitigation Measures 3.1-1b and 3.1-1c would require that the cultivation site conditions be maintained clean of trash and debris piles and that fencing blend with the surrounding conditions of the site. These mitigation measures would be consistent with the intent of Circulation Element Policy 1.15D and recommendations of the Open Space Element. (Final EIR Volume 2 Section 3.1 pages 3.1-8 and 3.1-9)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.1-1b was revised since release of the Final EIR to clarify that the measure is intended to apply to the premise of cannabis cultivation sites where cannabis activities would occur, and not to the entirety of a parcel. Premises, as defined in the proposed project, means "the designated structure(s) and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted...."

## AESTHETICS - DEGRADE VISUAL CHARACTER

An evaluation of the project's impacts related to aesthetics is found in Section 3.1, "Aesthetics," of the Final EIR Volume 2. Implementation of the Cannabis Program could result in the expansion of cannabis cultivation operations in areas where the expanded operations would conflict with the rural and natural character of the county (**Impact 3.1-2**).

Mitigation measures to avoid or reduce the environmental effects of the project on aesthetics are included as part of the project.

### Mitigation Measure 3.1-1a: Screen Cultivation Sites from County Scenic Roadways



Section 315-843(6) will be amended to include the following new performance standard:

- ▶ License applications for new cultivation sites and requests for license renewal for sites located within 0.5 mile of a County-designated scenic roadway will provide details on methods to screen the cultivation site from public views along the scenic roadway so that the developed site conditions blend with the existing visual character of the viewshed and does not dominate the view. Screening may be accomplished through retention of perimeter trees and other vegetation, revegetation with locally appropriate native vegetation as part of site modification or closure, or other methods determined acceptable to the County. This requirement will not apply to cultivation sites that demonstrate the site is not visible from the scenic roadway. Due to the topography of specific sites, a fence may not be adequate to screen a cultivation site from the roadway. For these sites, perimeter trees and other vegetation shall be used.

### **Mitigation Measure 3.1-1b: Maintain Cultivation Premises**

Section 315-843(6) will be amended to include the following new performance standard:

- ▶ License applications for new cultivation sites and requests for license renewal will maintain the premises clear of trash and debris piles. No trash or debris, including abandoned cars, various woody materials, plastic tarps, cannabis waste, or household appliances, will be allowed to accumulate on the premises for a period greater than two weeks for the life of the license. The County will inspect compliance with this measure prior to license renewal.

### **Mitigation Measure 3.1-1c: Fence Cultivation Site**

Section 315-843(6) will be amended to include the following new performance standard:

- ▶ Covered and solid fencing shall be designed to blend with the surrounding rural or natural conditions of the parcel and will be maintained in good working condition. If topography prevents fencing from being adequate screening, a vegetative fence will be maintained in good condition to comply with screening requirements. The County will inspect compliance with this measure prior to license renewal.

## **Finding**

The Board finds that the above mitigation measures are feasible, will reduce the potential aesthetics-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

## **Rationale**

Implementation of Mitigation Measure 3.1-1a would address impacts on scenic views and scenic resources by requiring the screening of new cultivation sites and the establishment of screening features at existing cultivation sites, ensuring that these features do not dominate the scenic view. Mitigation Measures 3.1-1b and 3.1-1c would require that the cultivation site conditions be maintained clean of trash and debris piles and that fencing blend with the surrounding conditions of the site. This would address new cultivation visual character impacts as well improve existing visual character conditions. (Final EIR Volume 2 Section 3.1 pages 3.1-10 and 3.1-11)

## **BIOLOGICAL RESOURCES - PLANT SPECIES IMPACTS**

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Implementation of the Cannabis Program could result in disturbance to or loss of several special-status plant species, if they are present. Additionally, development under the Cannabis Program could result in introduction or spread of invasive plants during vegetation removal, ground disturbance, or introduction of off-site soils, which could result in exclusion of special-status plants (**Impact 3.4-1**).

Mitigation measures to avoid or reduce the environmental effects of the project on special-status plant species are included as part of the project.

### **Mitigation Measure 3.4-1a: Conduct Preapproval Biological Reconnaissance Surveys**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). This mitigation measure will determine whether there is potential for 103 special-status plants, 38 special-status wildlife, or sensitive habitats identified in the Cannabis Program, EIR to be present within a proposed commercial cannabis operation seeking a permit or licensed from the County:

- ▶ Prior to approval of any application for commercial cannabis operations or renewal of an existing licensed cultivation site that is planning to expand its Designated Area, a biological reconnaissance survey shall be conducted by a qualified biologist approved by the County. The survey area shall include the proposed development area, including areas of anticipated construction and ground disturbance, as well as staging areas, areas of anticipated light or noise impact, ingress and egress routes, and utility routes. The survey area shall be large enough to encompass areas subject to both direct and indirect impacts. The qualified biologist shall assess the habitat suitability of the proposed development area for all special-status plant, wildlife species, and sensitive habitats identified as having potential to occur in the county. The biologist shall provide a letter report to the project applicant and the County with evidence to support a conclusion as to whether special-status species and sensitive habitats are present or are likely to occur within the proposed development area. At a minimum, the letter report shall include:
  - date, time, and weather conditions during the survey;
  - a description and explanation of whether the site conditions during the survey are considered typical or atypical;
  - a map depicting the proposed development area and the unique, rare, and special-status species, sensitive habitats, or sensitive natural communities found;
  - a vegetation map of the proposed development area using the National Vegetation Classification System (e.g., A Manual of California Vegetation) and an associated table, including acreage of vegetation types that could be adversely affected by project implementation;
  - a special-status species table generated from review of the CNDDDB, the California Native Plant Society Inventory of Rare and Endangered Plants, lists maintained by USFWS, and the most recent, best-available range information for special-status species;
  - a description of survey methods and any protocols utilized during the survey; and
  - a list of common and special-status species and habitats observed in the proposed development area.
- ▶ If the reconnaissance survey identifies no potential for special-status plant, wildlife species, or sensitive habitats to occur, the applicant will not be subject any additional biological resource protection measures identified in the ordinance.
- ▶ If special-status species or sensitive habitats are present, the letter report will include a discussion of potential direct and indirect impacts on these resources, and the appropriate biological resource protection measures identified in Mitigation Measures 3.4-1b, 3.4-2a through 3.4-2o, 3.4-4a, 3.4-4b, 3.4-5, and 3.4-6b will be included in the letter report and shall be implemented.

### **Mitigation Measure 3.4-1b: Conduct Special-Status Plant Surveys and Implement Avoidance Measures and Mitigation**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to

the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ:

- ▶ Prior to commencement of new development related to cannabis activities or the expansion of the Designated Area for existing licensed cultivation sites and during the blooming period for the special-status plant species with potential to occur on the site, a qualified botanist approved by the County shall conduct protocol-level surveys for special-status plants in all proposed disturbance areas following survey methods from CDFW's Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFW 2018a).
- ▶ If special-status plants are not found, the botanist shall document the findings in a letter report to CDFW and the applicant, and no further mitigation will be required. Reports shall be submitted to CDFW via email at R1LSARedding@wildlife.ca.gov and shall include the project applicant's name, address, and Assessor's Parcel Number in the subject line.
- ▶ If special-status plant species are found, the qualified botanist shall consult with CDFW to designate a no-disturbance buffer that will be reflected in the application to the County. If the special-status plant species cannot be avoided, the application will be denied.

### **Mitigation Measure 3.4-1c: Implement Measures to Avoid Introduction or Spread of Invasive Plant Species**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ to avoid the introduction or spread of plants classified as invasive plant species by the California Invasive Plant Council:

- ▶ The application will include identification of invasive plant species that occur on the site to the extent practicable and where they are located, including noxious weed species prioritized by the Trinity County Weed Management Association. The application will identify specific measures to be employed for the removal of invasive species and on-site management practices.
- ▶ All invasive plant species shall be removed from the site using measures appropriate to the species to the extent practicable. For example, species that cannot easily reroot, resprout, or disperse seeds may be left on site in a debris pile. Species that resprout readily (e.g., English ivy) or disperse seeds (e.g., Pampas grass) should be hauled off-site and disposed of appropriately at a landfill site.
- ▶ Applicants shall monitor annually to ensure successful removal and prevention of new infestations of invasive species.
- ▶ Heavy equipment and other machinery shall be inspected for the presence of invasive species before on-site use, and shall be cleaned before entering the site, to reduce the risk of introducing invasive plant species.
- ▶ Only weed-free erosion control materials and mulch shall be used on-site.

### **Finding**

The Board finds that the above mitigation measures are feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### **Rationale**

Implementation of Mitigation Measure 3.4-1a, 3.4-1b, and 3.4-1c would reduce significant impacts on special-status plants to a less-than-significant level because it would require applicants to identify and avoid special-status plants and would prevent the spread of invasive weeds by removal of existing populations on-site and inspecting machinery. These

mitigation measures are consistent with the requirements of Attachment A (General Requirements and Prohibitions) of SWRCB Order WQ 2019-0001-DWQ. (Final EIR Volume 2 Section 3.4 pages 3.4-42 through 3.4-44)

## BIOLOGICAL RESOURCES - DISTURBANCE TO OR LOSS OF SPECIAL-STATUS WILDLIFE SPECIES AND HABITAT

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Potential land use conversion and development that may occur from implementation of the Cannabis Program could adversely affect several special-status wildlife species. Project implementation may include ground disturbance, vegetation removal, and overall conversion of wildlife habitat, which could result in the disturbance to or loss of individuals and reduced breeding productivity of these species. Special-status wildlife species are protected under the federal and state endangered species acts, California Fish and Game Code, CEQA, and other regulations. (**Impact 3.4-2**).

Mitigation measures to avoid or reduce the environmental effects of the project on special-status wildlife species and habitat are included as part of the project.

### Mitigation Measure 3.4-2a: Conduct Preconstruction Surveys for Special-Status Amphibians

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of special-status amphibian species from new development related to cannabis activities.

- ▶ If special-status amphibians are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as project design modifications, relocation of the site, relocation of individual animals, or installation of exclusionary fencing, will be necessary and appropriate.
- ▶ Regardless of detection during the initial biological reconnaissance survey, if suitable habitat for special-status amphibians is present within the proposed development area, a qualified biologist approved by the County and familiar with the life cycle of Cascades frog, foothill yellow-legged frog, Pacific tailed-frog, southern long-toed salamander, and southern torrent salamander shall conduct preconstruction surveys of proposed new development activities 48 hours before new development activities. Preconstruction surveys for special-status amphibians shall follow widely used and accepted standardized protocols that control for habitat type, seasonality, and environmental conditions, including the methods described in *Considerations for Conserving Foothill Yellow-Legged Frog* (CDFW 2018b), and *Visual Encounter Survey Protocol for Rana Boylii in Lotic Environments* (UC Davis 2017). Preconstruction surveys for special-status amphibian species shall be conducted throughout the proposed construction area and at least a 400-foot buffer around the proposed development area. Surveys shall consist of "visual encounter" as well as "walk and turn" surveys of areas beneath surface objects (e.g., rocks, leaf litter, moss mats, coarse woody debris) for salamanders, and visual searches for frogs. Preconstruction surveys shall be conducted within the appropriate season to maximize potential for observation for each species, and appropriate surveys will be conducted for the applicable life stages (i.e., eggs, larvae, adults).
- ▶ If special-status amphibians are not detected during the preconstruction survey, then further mitigation is not required.
- ▶ If special-status amphibians are detected during the preconstruction survey, work on the site shall not commence until the applicant has consulted with CDFW as described above. Injury to or mortality of special-status amphibians will be avoided by modifying project design, relocating the cultivation site, or relocating individual animals. If impacts to Cascades frog or foothill yellow-legged frog (both listed under CESA) are unavoidable, then the applicant will submit an incidental take permit (ITP) application to CDFW and receive take authorization before

commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual Cascades frogs or foothill yellow-legged frogs, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.

### **Mitigation Measure 3.4-2b: Conduct Surveys for Western Pond Turtle and Relocate Individuals**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of western pond turtle from new development related to cannabis activities:

- ▶ If pond turtles are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a), preconstruction surveys, or are determined to be likely to occur, consultation with CDFW shall be initiated to determine whether additional measures, such as project design modifications, relocation of the site, relocation of individual animals by a qualified biologist with a valid CDFW Scientific Collecting Permit, or installation of exclusionary fencing, will be necessary and appropriate.
- ▶ Regardless of detection during the initial biological reconnaissance survey, if suitable aquatic habitat for western pond turtle is present within the proposed development area, a qualified biologist approved by the County and familiar with the life history of western pond turtle shall conduct preconstruction surveys of proposed new development activities within 200 feet of any aquatic habitat 24 hours before such development activities.
- ▶ If pond turtles are not detected during the preconstruction survey, then further mitigation is not required.
- ▶ If pond turtles are detected during the preconstruction survey, then consultation with CDFW shall be initiated as described above. Injury or mortality of western pond turtle will be avoided through project design modification, cultivation site relocation, or relocation of the turtle by a qualified biologist with a valid CDFW Scientific Collecting Permit. If relocation of western pond turtles is determined to be necessary, turtles shall be relocated to similar nearby habitat free of predators (e.g., racoon, coyote, raptors, bullfrog, nonnative turtles, other western pond turtles) as determined by the qualified biologist. If western pond turtles are relocated, a report shall be submitted electronically to CDFW within 15 days of the relocation. The report shall include the location, date, time, and duration of collection and release; the number of individuals relocated; and identification of the qualified biologist.

### **Mitigation Measure 3.4-2c: Conduct Preconstruction Nesting Raptor Surveys and Establish Protective Buffers**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of nesting raptors from new development related to cannabis activities:

- ▶ To minimize the potential for loss of nesting raptors, tree removal activities shall occur only during the nonbreeding season (September 1–January 31).
- ▶ Prior to removal of any trees or ground-disturbing activities between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nesting raptors and shall identify active nests within 500 feet of the proposed development area. The surveys shall be conducted between February 1 and August 31.
- ▶ Impacts to nesting raptors, including direct impacts and indirect impacts (e.g., noise, presence of construction crews) shall be avoided by establishing appropriate buffers around active nest sites identified during preconstruction raptor surveys. Factors to be considered for determining buffer size will include the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline

levels of noise and human activity. Buffer size if the qualified biologist and the applicant, in consultation with CDFW, determine that such an adjustment would not be likely to adversely affect the nest. The buffer areas shall be protected with construction fencing, and no activity shall occur within the buffer areas until the qualified biologist has determined, in coordination with CDFW, that the young have fledged, the nest is no longer active, or reducing the buffer would not likely result in nest abandonment. Monitoring of the nest by a qualified biologist approved by the County during and after construction activities (e.g., ground disturbance, vegetation removal, installation cultivation sites) will be required if the activity has potential to adversely affect the nest.

- ▶ Removal of bald and golden eagle nests is prohibited regardless of the occupancy status under the federal Bald and Golden Eagle Protection Act. If bald or golden eagle nests are found during preconstruction surveys, then the nest tree shall not be removed.
- ▶ Trees shall not be removed during the breeding season for nesting raptors unless a survey by the qualified biologist verifies that there is not an active nest in the tree.

#### **Mitigation Measure 3.4-2d: Conduct Northern Spotted Owl Preconstruction Habitat Suitability Surveys and Determine Presence or Absence of the Species**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of northern spotted owl from new development related to cannabis activities:

- ▶ To avoid the potential for loss of northern spotted owl and their nests, or loss or fragmentation of occupied or suitable habitat for northern spotted owl, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.
- ▶ If the area of proposed new development activities (e.g., any application for commercial cannabis operations or renewal of an existing licensed cultivation site that is planning to expand its Designated Area) is within suitable habitat for northern spotted owl (e.g., coniferous forest), and is within 1.3 miles (average species home range) of a known occurrence of northern spotted owl, as determined by a qualified biologist familiar with the species and protocol, and approved by the County, the following measures shall be followed:
  - Prior to removal of any trees, or ground-disturbing activities adjacent or within suitable nesting, roosting, or foraging habitat (e.g., forest clearings) for spotted owl, a qualified biologist approved by the County and familiar with the life history of the northern spotted owl shall conduct preconstruction surveys for nests within a 1.3-mile buffer around the site as described in Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (USFWS 2012). Surveys shall take place between March 1 and August 31. Three complete surveys spaced at least 7 days apart must be completed by June 30. Six complete surveys over the course of 2 years must be completed to determine presence or absence of northern spotted owl.
  - If northern spotted owls are determined to be absent 1.3 miles from the site, then further mitigation is not required.
  - If northern spotted owls are determined to be present within 1.3 miles of the site, then it is presumed that habitat removal could cause harm to northern spotted owl populations in the area and could result in direct take of northern spotted owls. If northern spotted owls are determined to be present within 1.3 miles of the site, proposed cultivation activities, including expansion of an existing Designated Area, will not be permitted.

#### **Mitigation Measure 3.4-2e: Conduct Preconstruction Special-Status Nesting Bird Surveys and Establish Protective Buffers**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of

Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests from new development related to cannabis activities:

- ▶ To minimize the potential for disturbance to or loss of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests, vegetation removal activities shall occur only during the nonbreeding season (September 1-January 31).
- ▶ If little willow flycatcher is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or is determined to be likely to occur based on the presence of suitable habitat, a protocol-level survey shall be conducted by a qualified biologist familiar with the species and the protocol prior to removal of any vegetation or any ground disturbance. The protocol-level survey shall utilize methods outlined in *A Willow Flycatcher Survey Protocol for California* (Bombay et al. 2003).
- ▶ If little willow flycatcher is determined to be present during the protocol-level survey, no development activity shall occur during the breeding season (May 1 through August 31) in and within 300 feet of the little willow flycatcher habitat. Development activities within or adjacent to identified little willow flycatcher habitat shall not damage or destroy willows or other riparian shrubs unless agreed upon through consultation with CDFW.
- ▶ If olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat, prior to removal of any vegetation or any ground disturbance between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nests on any structure or vegetation planned for removal. The surveys shall be conducted no more than 7 days before construction commences. If no active nests are found during focused surveys, no further action under this measure will be required. If active nests are located during the preconstruction surveys, the biologist shall notify the Planning Director and CDFW. If deemed necessary by the Planning Director in consultation with CDFW, modifications to the project design to avoid removal of occupied habitat while still achieving project objectives may be required. If the County determines in consultation with CDFW that avoidance is not feasible or conflicts with project objectives, construction shall be prohibited within a minimum of 100 feet of the nest to avoid disturbance until the nest is no longer active.

#### **Mitigation Measure 3.4-2f: Conduct Preconstruction Surveys for Trinity Bristle Snail**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the Trinity bristle snail from new development related to cannabis activities:

- ▶ If Trinity bristle snail is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur due to the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as project design modifications or relocation of the site, will be necessary and appropriate.
- ▶ Regardless of detection during the initial biological reconnaissance survey, if suitable habitat for Trinity bristle snail is present within the proposed development area, a qualified biologist approved by the County and familiar with the species shall conduct preconstruction surveys of proposed new development activities within the period when the species is the most active (between May and October and between dusk and dawn) prior to new development activities. Preconstruction surveys shall be conducted using a widely used and accepted standardized protocol that controls for seasonality and environmental conditions, such as the *Survey Protocol for Survey and Manage Terrestrial Mollusk Species from the Northwest Forest Plan* (BLM 2003). Surveys shall be

conducted throughout the proposed construction area and an appropriate buffer around the proposed development area as determined by the qualified biologist familiar with the species and survey protocols.

- ▶ If Trinity bristle snail or its habitat is not detected during the preconstruction survey, then further mitigation is not required.
- ▶ If Trinity bristle snail is detected during the preconstruction survey, then consultation with CDFW shall be initiated as described above. Injury or mortality of this species will be avoided through project design modification or cultivation site relocation.
- ▶ If impacts to Trinity bristle snail are unavoidable, then the applicant will submit an ITP application to CDFW and receive authorization prior to commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual Trinity bristle snails, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.

### **Mitigation Measure 3.4-2g: Implement Measures to Avoid Take of Special-Status Bumble Bees or Obtain Incidental Take Coverage**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of special-status bumble bees from new development related to cannabis activities:

- ▶ If special-status bumble bees are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur due to the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as protocol-level surveys, project design modifications, or relocation of the site, will be necessary and appropriate.
- ▶ If impacts to special-status bumble bees are determined to be unavoidable, then the applicant will submit an ITP application to CDFW and receive authorization prior to commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual bumble bees, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.

### **Mitigation Measure 3.4-2h: Conduct Preconstruction American Badger Survey and Establish Protective Buffers**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the American badger from new development related to cannabis activities:

- ▶ Prior to the commencement of construction activities, a qualified wildlife biologist approved by the County shall conduct surveys of the suitable grassland or agricultural habitats slated for conversion within the site to identify any American badger burrows/dens. These surveys shall be conducted not more than 7 days prior to the start of construction. If occupied burrows are not found, further mitigation shall not be required. If occupied burrows are found, impacts to active badger dens shall be avoided by establishing exclusion zones around all active badger dens, within which construction related activities shall be prohibited until denning activities are complete or the den is abandoned. The qualified biologist shall monitor each den once per week to track the status of the den and to determine when it is no longer occupied.



### **Mitigation Measure 3.4-2i: Conduct Preconstruction Fisher and Humboldt Marten Survey and Preserve Active Den Sites**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the fisher and Humboldt marten from new development related to cannabis activities:

- ▶ To minimize the potential for loss of or disturbance to fisher and Humboldt marten habitat and dens, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.
- ▶ Prior to commencement of new development related to cannabis activities occurring within the fisher and Humboldt marten denning season (March 1 to July 31), including tree removal (non-old growth), a qualified wildlife biologist approved by the County will conduct preconstruction surveys of all suitable habitat within the site, and will identify sightings of individual fishers or martens, as well as potential dens.
- ▶ If individuals or potential or occupied dens are not found, further mitigation will not be required.
- ▶ If fisher or Humboldt marten are identified or if potential dens of these species are located, an appropriate method shall be used by the qualified wildlife biologist to confirm whether a fisher or marten is occupying the den. This may involve use of remote field cameras, track plates, or hair snares. Other devices such as fiber optic scope may be utilized to determine occupancy. If no fisher or marten occupies the potential den, the entrance will be temporarily blocked so that no other animals occupy the area during ground disturbance, vegetation removal, or installation of cultivation sites, but only after it has been fully inspected. The blockage will be removed once these activities have been completed.
- ▶ If a den is found to be occupied by a fisher or marten, a no-disturbance buffer will be placed around the occupied den location. The no-disturbance buffer will include the den tree (or other structure) plus a suitable buffer as determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the nest is unoccupied as determined by a qualified wildlife biologist in coordination with CDFW.

### **Mitigation Measure 3.4-2j: Conduct Preconstruction Surveys for Ringtail and Implement Avoidance Measures**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the ringtail from new development related to cannabis activities:

- ▶ Prior to commencement of new development related to cannabis activities occurring within the ringtail nesting season (not well defined but likely approximately March 1 to July 31), including tree or shrub removal, a qualified wildlife biologist approved by the County will conduct preconstruction surveys of all suitable habitat within the site, and will identify sightings of individual ringtails, as well as potential nests.
- ▶ If individuals or potential or occupied nests are not found, further mitigation will not be required.
- ▶ If ringtail are identified or if potential nests of this species are located, an appropriate method shall be used by the qualified wildlife biologist to confirm whether a ringtail is occupying the den. This may involve use of remote field cameras, track plates, or hair snares. Other devices such as a fiber optic scope may be utilized to determine occupancy. If no ringtail occupies the potential nest, the entrance will be temporarily blocked so that no other animals occupy the area during ground disturbance, vegetation removal, or installation of cultivation sites, but only after it has been fully inspected. The blockage will be removed once these activities have been completed.
- ▶ If a nest is found to be occupied by a ringtail, a no-disturbance buffer will be placed around the occupied den location. The no-disturbance buffer will include the nest tree (or other structure) plus a suitable buffer as

determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the nest is unoccupied as determined by a qualified wildlife biologist in coordination with CDFW.

### **Mitigation Measure 3.4-2k: Conduct Preconstruction Surveys for Oregon Snowshoe Hare and Implement Avoidance Measures**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of Oregon snowshoe hare from new development related to cannabis activities:

- ▶ If it is determined during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) that suitable habitat for Oregon snowshoe hare is present within a proposed cultivation area, then preconstruction surveys will be required. Prior to removal of any vegetation or any ground disturbance within suitable Oregon snowshoe hare habitat, a qualified biologist approved by the County shall conduct preconstruction surveys of all suitable habitat within the site.
- ▶ If Oregon snowshoe hares or occupied reproductive sites are not found, further mitigation will not be required.
- ▶ If Oregon snowshoe hares or potential or occupied reproductive sites are observed, a no-disturbance buffer will be placed around the occupied nest. The no-disturbance buffer will include the nest plus a suitable buffer as determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the reproductive site is unoccupied as determined by the qualified biologist in coordination with CDFW.

### **Mitigation Measure 3.4-2l: Preconstruction Bat Survey and Exclusion**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the pallid bat and Townsend's big-eared bat from new development related to cannabis activities:

- ▶ Before commencing any development related to cannabis activities, a qualified biologist approved by the County shall conduct surveys for roosting bats. If evidence of bat use is observed, the species and number of bats using the roost shall be determined. Bat detectors may be used to supplement survey efforts. If no evidence of bat roosts is found, then no further study will be required.
- ▶ If pallid bats or Townsend's big-eared bats are found in the surveys, a mitigation program addressing mitigation for the specific occurrence shall be submitted to the Planning Director and CDFW by the qualified biologist subject to the review and approval of the Planning Director in consultation with CDFW. Implementation of the mitigation plan shall be a condition of project approval. The mitigation plan shall establish a buffer area around the nest during hibernation or while females in maternity colonies are nursing young that is large enough to prevent disturbance to the colonies.

### **Mitigation Measure 3.4-2m: Preconstruction Vole Survey**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the Sonoma tree vole from new development related to cannabis activities:

- ▶ To minimize the potential for loss of or disturbance to vole habitat and nests, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.
- ▶ Before commencing any tree or other vegetation removal activities, or ground-disturbance, a qualified biologist approved by the County shall conduct surveys for vole nests (e.g., nest searching within trees on the site, and confirming that nests belong to voles rather than squirrels or birds). If no evidence of vole nests is found, then no further study shall be required. A report summarizing the results of the surveys shall be prepared and submitted to the Planning Director and shall be subject to his review and approval in consultation with CDFW.
- ▶ If occupied trees or nests are identified within 100 feet of the site, the biologist shall determine whether project development activities will adversely affect the voles, based on factors such as noise level of development activities, or line of sight between the tree and the disturbance source. If it is determined that development activities would not affect the voles, then development can proceed without protective measures.
- ▶ If the biologist determines that development activities would likely disturb voles, the proposed area of disturbance shall be relocated a minimum of 200 feet from the nest.

### **Mitigation Measure 3.4-2n: Implement Generator Noise Reduction Measures**

Section 315-843(6)(b) will be modified as shown to include standards to protect wildlife (USFWS 2006):

- ▶ The cultivation of cannabis shall not exceed the noise level standards as set forth in the County General Plan: 55 A-weighted decibels (dBA) from 7:00 a.m. to 7:00 p.m. and 50 dBA from 7:00 p.m. to 7:00 a.m. measured at the property line, except that generators associated with a commercial grow are not to be used between 10:00 p.m. and 7:00 a.m. (Section 315-843[6][b]). The following additional noise performance standards shall apply to generator use:
  - Project-generated sound must not exceed ambient nesting conditions by 20-25 dBA.
  - Project-generated sound, when added to existing ambient conditions, must not exceed 90 dBA.

### **Mitigation Measure 3.4-2o: Implement Measures to Avoid Take of Gray Wolf**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of gray wolf from new development related to cannabis activities:

- ▶ If gray wolf is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or is determined to be likely to occur due to the presence of suitable habitat and recent species range information, consultation with CDFW shall be initiated to determine whether mitigation measures, such as protocol-level surveys, project design modifications, relocation of the site, limited operating periods, or biological monitoring will be necessary and appropriate.
- ▶ If impacts to gray wolf cannot be avoided, then proposed cultivation activities will not be permitted.

### **Finding**

The Board finds that the above mitigation measures are feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### **Rationale**

Implementation of Mitigation Measures 3.4-2a through 3.4-2o would address impacts because actions including preconstruction surveys, establishment of protective buffers, and avoidance of individual animals would reduce the

potential impacts of injury, mortality or other disturbance of individual animals and habitat. These mitigation measures would reduce the project's impacts to special-status wildlife species and habitat impacts to a less-than-significant level. (Final EIR Volume 2 Section 3.4 pages 3.4-44 through 3.4-61)

## **BIOLOGICAL RESOURCES - DISTURBANCE TO OR LOSS OF SPECIAL-STATUS FISHERIES**

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Surface water diversions for commercial cannabis uses that may occur under the County Cannabis Program could adversely affect several special-status fish species. Special-status fish species are protected under the Endangered Species Act (ESA), California Endangered Species Act (CESA), and other regulations. **(Impact 3.4-3).**

Mitigation measures to avoid or reduce the environmental effects of the project on special-status fisheries and habitat are included as part of the project.

### **Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ:

- ▶ All cultivation sites (new and licensed renewals) are required to demonstrate compliance with all applicable requirements of SWRCB Order WQ 2019-0001-DWQ or any subsequent water quality standards that apply to all new commercial cannabis cultivation operations and will not be limited by a minimum area of disturbance as part of application review and at annual licensed renewal. This will include documentation, Site Management Plan, and grading details prepared by a qualified professional to help ensure that any grading of the site will be stable and describing how stabilization will be achieved. The documentation will also identify the location of all water quality control features for the site and associated access roads. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with The Road Handbook, per CCR Title 14, Chapter 4. Compliance with water diversion standards and restrictions of SWRCB Order WQ 2019-0001-DWQ will also be provided to the County. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.
- ▶ On-site sewage systems shall be designed to accommodate employees and seasonal employees during harvest consistent with the requirements of County Code of Ordinances Section 16.48.122.

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications will identify drainage and water quality controls for the site, including roads leading to and from a site, that ensure no sedimentation or other pollutants leave the site as part of project construction and operation. Compliance with this requirement may be combined with the NPDES Construction General Permit compliance measures. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with the Road Handbook, per CCR Title 14, Chapter 4. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.

### **Mitigation Measure 3.10-1b: Restrict Cultivation Operations in Floodplains**

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis):

- ▶ Cultivation sites shall not place any structures or involve any grading that alters the capacity of the 100-year floodplain. No storage of pesticides, fertilizers, fuel, or other chemicals will be allowed within the 100-year floodplain. All cultivation uses (plants, planter boxes and pots, and related materials) will be removed from the 100-year floodplain between November 1 and April 1 each year.

## Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

## Rationale

Implementation of Mitigation Measure 3.10-1a would amend the Cannabis Program to require compliance with the requirements of SWRCB Order WQ 2019-0001-DWQ, or any subsequent water quality standards to apply to all new commercial cannabis cultivation operations. Mitigation Measure 3.10-3b would require the County to deny any application for cultivation that is located within a watershed that has a moratorium for state licenses in place pursuant to CCR Section 8216. These mitigation measures would be consistent with the General Plan Conservation Element recommendations. Compliance with the SWRCB numeric and narrative instream flow requirements and implementation of Mitigation Measures 3.10-1a and 3.10-3b would ensure that surface water flows are protected and would reduce this impact to less than significant. The SWRCB's flow standards and diversion requirements were developed to protect fish spawning, migration, and rearing for endangered anadromous salmonids, and flows needed to maintain natural flow variability within each watershed. The diversion requirements would ensure that the individual and cumulative effects of water diversions and discharges associated with cannabis cultivation do not affect instream flows necessary for fish spawning, migration, and rearing for endangered anadromous salmonids, and flows needed to maintain natural flow variability. These standards were scientifically peer reviewed and determined that water quality, instream flow, and diversion requirements of the policy were based on sound scientific knowledge, methods, and data. (Final EIR Volume 2 Section 3.4 pages 3.4-61 through 3.4-63)

## BIOLOGICAL RESOURCES - DISTURBANCE TO OR LOSS OF RIPARIAN HABITAT, OLD-GROWTH HABITAT, OR OTHER SENSITIVE NATURAL COMMUNITIES

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Potential land use conversion and development that may occur from implementation of the County Cannabis Program could adversely affect riparian habitat, old-growth habitat, and other sensitive natural communities if they are present on the site. (**Impact 3.4-4**).

Mitigation measures to avoid or reduce the environmental effects of the project on sensitive habitat and natural communities are included as part of the project.

### Mitigation Measure 3.4-4a: Identify, Avoid, and Protect Sensitive Natural Communities, Riparian Habitat, and Wetland Vegetation or Provide Compensation

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of sensitive natural communities and riparian habitat:

- ▶ For projects that could disturb sensitive natural communities or riparian habitat, the application shall include a report prepared by a qualified biologist approved by the County that surveys the site for these sensitive resources identified from biological reconnaissance survey conducted under Mitigation Measure 3.4-1a, including riparian

habitat associated with aquatic features; old-growth Douglas fir forests; oak woodlands; special-status fish stream habitats; and Darlingtonia seep habitat.

- ▶ The report shall include requirements that before development activities commence, all sensitive areas identified above shall be flagged or fenced with brightly visible construction flagging and/or fencing under the direction of the qualified biologist to require that grading, excavation, other ground-disturbing activities, and vegetation removal will not occur within these areas. Foot traffic by construction personnel shall also be limited in these areas to prevent the introduction of invasive or weedy species. Periodic inspections during construction shall be conducted by the monitoring biologist to maintain the integrity of exclusion fencing/flagging throughout the period of construction involving ground disturbance.
- ▶ If the report documents that site development would affect the bed, bank, channel, or associated riparian habitat subject to CDFW jurisdiction under California Fish and Game Code Section 1602, a Streambed Alteration Notification shall be submitted to CDFW, pursuant to Section 1600 et seq. of the California Fish and Game Code. If proposed activities are determined to be subject to CDFW jurisdiction, the applicant shall abide by the conditions of any executed agreement prior to any ground disturbance.
- ▶ Subject to the review and approval of the County in consultation with CDFW, applicants shall compensate for permanent loss of riparian habitat at a minimum of a 2:1 ratio through contributions to a CDFW-approved wetland mitigation bank or through the development and implementation of a Compensatory Stream and Riparian Mitigation and Monitoring Plan for creating or restoring in-kind habitat in the surrounding area. If mitigation credits are not available, stream and riparian habitat compensation shall include establishment of riparian vegetation on currently unvegetated bank portions of streams affected by the project and enhancement of existing riparian habitat through removal of nonnative species, where appropriate, and planting additional native riparian plants to increase cover, continuity, and width of the existing riparian corridor along streams in the site and surrounding areas. Construction activities and compensatory mitigation shall be conducted in accordance with the terms of a streambed alteration agreement as required under Section 1602 of the California Fish and Game Code as well as the SWRCB Order WQ 2019-0001-DWQ.

The Compensatory Stream and Riparian Mitigation and Monitoring Plan shall include the following:

- identification of compensatory mitigation sites and criteria for selecting these mitigation sites;
- in-kind reference habitats for comparison with compensatory riparian habitats (using performance and success criteria) to document success;
- monitoring protocol, including schedule and annual report requirements (compensatory habitat will be monitored for a minimum of 5 years from completion of mitigation, or human intervention [including recontouring and grading], or until the success criteria identified in the approved mitigation plan have been met, whichever is longer);
- ecological performance standards, based on the best available science and including specifications for native riparian plant densities, species composition, amount of dead woody vegetation gaps and bare ground, and survivorship; at a minimum, compensatory mitigation planting sites must achieve 80 percent survival of planted riparian trees and shrubs by the end of the 5-year maintenance and monitoring period or dead and dying trees will be replaced and monitoring continued until 80 percent survivorship is achieved;
- corrective measures if performance standards are not met;
- responsible parties for monitoring and preparing reports; and
- responsible parties for receiving and reviewing reports and for verifying success or prescribing implementation or corrective actions.

### Mitigation Measure 3.4-4b: Restore Abandoned Cultivation and Nursery Sites

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis) and Section 315-826(3) (Regulation of Nurseries) for the protection of sensitive natural communities and riparian habitat:

- ▶ Upon revocation of a use permit or abandonment of a licensed cultivation or nursery site, the permittee and/or property owner shall remove all materials, equipment, and improvements on the site that were devoted to cannabis use, including but not limited to concrete foundations and slabs; bags, pots, or other containers; tools; fertilizers; pesticides; fuels; hoop house frames and coverings; irrigation pipes; water bladders or tanks; pond liners; electrical lighting fixtures; wiring and related equipment; fencing; cannabis or cannabis waste products; imported soil or soil amendments not incorporated into native soil; generators; pumps; or structures not adaptable to noncannabis permitted use of the site. If any of the above described or related material or equipment is to remain, the permittee and/or property owner shall prepare a plan and description of the noncannabis continued use of such material or equipment on the site. The property owner shall be responsible for execution of the restoration plan that will reestablish the previous natural conditions of the site, subject to monitoring and periodic inspection by the County. Failure to adequately execute the plan shall be subject to the enforcement provisions by the County.

### Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### Rationale

Implementation of Mitigation Measure 3.4-1a would apply to this impact and would determine if there is potential for the sensitive natural communities to be present. Mitigation Measures 3.4-4a and 3.4-4b would reduce significant impacts to sensitive natural communities and riparian habitat to less-than-significant levels because it would require applicants to identify and avoid sensitive resources or provide compensation for the loss of riparian habitat through enhancement of existing populations, creation and management of off-site populations, conservation easements, or other appropriate measures and to restore cultivation and nursery sites upon revocation of a license or abandonment. These mitigation measures would be consistent with the General Plan Conservation Element recommendations. (Final EIR Volume 2 Section 3.4 pages 3.4-63 through 3.4-65)

## BIOLOGICAL RESOURCES - DISTURBANCE TO OR LOSS OF WATERS OF THE UNITED STATES

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Potential land use conversion and development under the County Cannabis Program could adversely affect waters of the United States, such as streams, rivers, lakes, and wetlands. (**Impact 3.4-5**).

Mitigation measure to avoid or reduce the environmental effects of the project on wetlands is included as part of the project.

### Mitigation Measure 3.4-5: Identify Wetlands and Other Waters of the United States and Avoid These Features

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of waters of the United States from new development related to cannabis activities:

- ▶ The application shall include a report prepared by a qualified biologist approved by the County that surveys the site for sensitive resources, including wetlands, streams, and rivers identified from biological reconnaissance survey conducted under Mitigation Measure 3.4-1a. Wetlands and other waters of the United States are of special concern to resource agencies and are afforded specific consideration, based on Section 404 of the Clean Water Act and other applicable regulations.
- ▶ If the report documents waters of the United States to be present, a delineation of waters of the United States, including wetlands that would be affected by the project, shall be prepared by a qualified biologist approved by the County through the formal Section 404 wetland delineation process. The delineation shall be submitted to and verified by USACE.
- ▶ If, based on the verified delineation, it is determined that fill of waters of the United States would result from implementation of the project, authorization for such fill from USACE through the Section 404 permitting process would be required. USACE may not issue a Section 404 permit for activities associated with cannabis cultivation. If a Section 404 permit cannot be obtained, then the applicant shall modify the proposed project to avoid any wetlands or other waters of the United States by providing a buffer of at least 50 feet around these features.

### Finding

The Board finds that the above mitigation measure is feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### Rationale

Implementation of Mitigation Measure 3.4-1a would apply to this impact and would determine if there is potential for wetlands to be present. Mitigation Measure 3.4-5 would reduce impacts to wetlands and other waters of the United States to a less-than-significant level because it would require the proposed projects to avoid any wetlands or waters of the United States. (Final EIR Volume 2 Section 3.4 pages 3.4-66 through 3.4-67)

## BIOLOGICAL RESOURCES - INTERFERENCE WITH RESIDENT OR MIGRATORY WILDLIFE CORRIDORS OR NATIVE WILDLIFE NURSERY SITES

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Potential land use conversion and development under the County Cannabis Program could adversely affect resident or migratory wildlife corridors through habitat fragmentation, degradation of aquatic habitat (e.g., streams and rivers), or blockage of important wildlife migration paths. **(Impact 3.4-6).**

Mitigation measures to avoid or reduce the environmental effects of the project on wildlife movement and nursery sites are included as part of the project.

### Mitigation Measure 3.4-6a: Implement Mitigation Measure 3.4-5: Identify Wetlands and Other Waters of the United States and Avoid These Features

The reader is referred to impact 3.4-5 above for a complete description of this mitigation measure.

### Mitigation Measure 3.4-6b: Retention of Fisher and Humboldt Marten Habitat Features

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the habitat for fisher and Humboldt marten:



- ▶ To minimize the potential for loss of or disturbance to fisher and Humboldt marten habitat, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.
- ▶ Habitat features within non-old-growth habitat, such as large trees, large snags, coarse woody debris, and understory vegetation (e.g., shrubs), shall be retained within the site to the extent feasible, to maintain connectivity of fisher and marten habitat.

### **Mitigation Measure 3.4-6c: Implement Mitigation Measure 3.1-1b: Maintain Cultivation Premises**

The reader is referred to impact 3.1-1 above for a complete description of this mitigation measure.

### **Finding**

The Board finds that the above mitigation measures are feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### **Rationale**

Implementation of Mitigation Measure 3.4-6a would reduce impacts to aquatic corridors to a less-than-significant level because it would require approval and permits from CDFW and RWQCB and result in no net loss of functions and acreage of wetlands, including aquatic corridors through avoidance of these features. Implementation of Mitigation Measure 3.4-6b would reduce impacts to terrestrial wildlife movement corridors to a less-than-significant level because it would prohibit removal of old-growth habitat and would retain features important for habitat connectivity for the fisher and Humboldt marten. Implementation of Mitigation Measure 3.4-6c would also mitigate wildlife movement impacts by requiring that sites remain clear of trash and debris piles. (Final EIR Volume 2 Section 3.4 pages 3.4-67 through 3.4-68)

## **ARCHAEOLOGICAL, HISTORICAL, AND TRIBAL CULTURAL RESOURCES**

An evaluation of the project's impacts related to archaeological, historical, and tribal cultural resources is found in Section 3.5, "Archaeological, Historical, and Tribal Cultural Resources," of the Final EIR Volume 2. Implementation of the Cannabis Program could be located on lands that contain or are near historic resources. This could result in damage to or destruction of a historic building or structure, thereby resulting in a substantial adverse change in the significance of a historical resource as defined in Section 15064.5. (**Impact 3.5-1**)

Mitigation measures to avoid or reduce the environmental effects of the project on historic resources are included as part of the project.

### **Mitigation Measure 3.5-1a: Conduct Historic Evaluations for Existing Operations**

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis) and Section 315-828(5) (Required Conditions):

- ▶ Annual relicensing of cannabis operations licensed before 2019 shall require a one-time historic building evaluation, and the results of the evaluation shall be submitted to the County if buildings on-site are over 45 years old and are expected to be used in future operations. If the buildings are determined to be a significant historic resource, then the applicant shall be required to comply with historic resource protection standards set forth in Mitigation Measure 3.5-1b. This requirement does not apply to buildings that are currently being used as part of the cannabis operation.

### **Mitigation Measure 3.5-1b: Revise Ordinance to Include All Historic Districts and Additional Measures to Protect Historic Resources**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of

Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) for the protection of historic resources:

- ▶ Cannabis cultivation operations shall not be permitted within the historic districts of Weaverville, Denny, Helena, and Lewiston, unless the operations occur indoors, do not require modification of historic features, and do not conflict with any limitation on location to cultivate cannabis.
- ▶ Applicants shall identify and evaluate all historic-age (over 45 years in age) buildings and structures that are proposed to be removed or modified as part of cannabis operations. This shall include preparation of a historic structure report and evaluation of resources to determine their eligibility for recognition under federal, state, or County local official register of historic resources criteria. The evaluation shall be prepared by an architectural historian or historical architect meeting the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, Professional Qualification Standards. The evaluation shall comply with State CEQA Guidelines Section 15064.5(b) and, if federal funding or permits are required, with Section 106 of the NHPA of 1966 (16 U.S. Code Section 470 et seq.).
- ▶ If resources eligible for inclusion in the NRHP, CRHR, or local official register of historic resources are identified, an assessment of impacts on these resources shall be included in the report, as well as detailed measures to avoid impacts. If avoidance of a significant architectural/built environment resource is not feasible, additional mitigation options include, but are not limited to, specific design plans for historic districts or plans for alteration or adaptive reuse of a historical resource that follows the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitation, Restoring, and Reconstructing Historic Buildings.

## Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential historic resources-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

## Rationale

Implementation of Mitigation Measure 3.5-1a would ensure that any buildings of potential historical value would be identified and would further prevent modifications that could result in a change in the historical significance of the buildings.

Implementation of Mitigation Measure 3.5-1b would reduce potentially significant impacts by amending the proposed Cannabis Program to include protection of historic resources within the county's historic districts. Further, this mitigation ensures that actions will be taken to record, evaluate, avoid, or otherwise treat the resource appropriately, in accordance with pertinent laws and regulations. (Final EIR Volume 2 Section 3.5 pages 3.5-18 through 3.5-20)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.5-1b was revised since release of the Final EIR to clarify that the intent that cannabis uses may be allowed in historic districts provided that they do not impact historic features associated with the district and do not conflict with any other limitation on location to cultivate cannabis.

## GEOLOGY AND SOILS - GEOLOGIC AND SOIL STABILITY IMPACTS

An evaluation of the project's impacts related to geology and soils is found in Section 3.7, "Geology and Soils," of the Final EIR Volume 2. Parts of Trinity County are characterized by steep slopes, landslides, expansive soils, and other related conditions that can result in geologic and soil stability hazards. Development of cannabis uses from implementation of the Cannabis Program could result in geologic and soil stability issues resulting slope failures and soil erosion and sedimentation. **(Impact 3.7-2)**

Mitigation measure to avoid or reduce the environmental effects of the project on geologic and soil stability is included as part of the project.

### **Mitigation Measure 3.7-2: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards**

The reader is referred to impact 3.10-1 below for a complete description of this mitigation measure.

#### **Finding**

The Board finds that the above mitigation measure is feasible, will reduce the potential geologic and soil stability impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

#### **Rationale**

Implementation of Mitigation Measure 3.10-1a would require all existing and new commercial cannabis activities in the county to comply with the conditions of SWRCB Order WQ 2019-0001-DWQ or otherwise avoid water quality impacts regardless of the site size. This would also include ensuring that sites are geologically stable and do not result in operational soil erosion and sedimentation impacts. This would be consistent with the intent and protection provisions of County Code of Ordinances Chapters 12.12. and 15.24, related to soil stability, drainage control, and erosion minimization. Therefore, geologic and soil stability impacts would be less than significant. (Final EIR Volume 2 Section 3.7 pages 3.7-10 through 3.7-12)

## **GEOLOGY AND SOILS - PALEONTOLOGICAL RESOURCE IMPACTS**

An evaluation of the project's impacts related to geology and soils is found in Section 3.7, "Geology and Soils," of the Final EIR Volume 2. Expansion of existing commercial cannabis uses and development of new commercial cannabis uses under the Cannabis Program could result in the accidental damage of previously undiscovered paleontological resources. (**Impact 3.7-4**)

Mitigation measure to avoid or reduce the environmental effects of the project on paleontological resources is included as part of the project.

### **Mitigation Measure 3.7-4: Protect Discovered Paleontological Resources**

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ If a paleontological discovery is made during construction, the contractor shall immediately cease all work activities in the vicinity (within approximately 100 feet) of the discovery and shall immediately contact the County.
- ▶ A qualified paleontologist shall be retained to observe all subsequent grading and excavation activities in the area of the find and shall salvage fossils as necessary. The paleontologist shall establish procedures for paleontological resource surveillance and shall establish, in cooperation with the project developer, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of fossils. If major paleontological resources are discovered that require temporarily halting or redirecting of grading, the paleontologist shall report such findings to the County. The paleontologist shall determine appropriate actions, in cooperation with the applicant and the County, that ensure proper exploration and/or salvage. It is encouraged that the excavated finds first be offered to a state-designated repository such as the Museum of Paleontology, University of California, Berkeley, or the California Academy of Sciences. Otherwise, the finds may be offered to the County for purposes of public education and interpretive displays. The paleontologist shall submit a follow-up report to the County that shall include the period of inspection, an analysis of the fossils found, and the present repository of fossils.

## Finding

The Board finds that the above mitigation measures is feasible, will reduce the potential paleontological resource impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

## Rationale

Implementation of Mitigation Measure 3.7-4 would reduce potential loss of paleontological resources from site development to a less-than-significant level because it would ensure that discovered resources are evaluated and protected. (Final EIR Volume 2 Section 3.7 pages 3.7-13 through 3.7-14)

## GREENHOUSE GAS EMISSIONS AND CLIMATE CHANGE

An evaluation of the project's impacts related to greenhouse gases and climate change is found in Section 3.8, "Greenhouse Gas Emissions and Climate Change," of the Final EIR Volume 2. Operation of existing licensed commercial cannabis cultivation and noncultivation sites, as well as construction and operation of new cultivation and noncultivation sites permitted under the Cannabis Program, would result in the generation of greenhouse gas emissions (GHG). Although there are state regulations that would require the project to reduce GHG emissions (i.e., Sections 8203 and 8305 of CCR Title 3, Division 8, Chapter 1) these regulations would not take effect under 2022 and 2023, respectively. The Cannabis Program does not include performance standards that reduce GHG emissions. Therefore, implementation of the Cannabis Program could conflict with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing GHG emissions. **(Impact 3.8-1)**

Mitigation measures to avoid or reduce the environmental effects of the project on GHG emissions are included as part of the project.

### Mitigation Measure 3.8-1a: Implement Mitigation Measures 3.3-1a, 3.3-1b, and 3.3-1c

The reader is referred to Section 1.2.4 for a complete description of these mitigation measures.

### Mitigation Measure 3.8-1b: Implement Mitigation Measures 3.3-2a and 3.3-2b

The reader is referred to Section 1.2.4 for a complete description of these mitigation measures.

### Mitigation 3.8-1c: Renewable Electricity Requirements

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions) by January 1, 2023 for consistency with California Code of Regulations Title 3, Division 8, Chapter 1, Section 8305 (Renewable Energy Requirements):

- ▶ All electricity sources used for commercial cannabis cultivation, manufacturing, microbusinesses, non-storefront retail, testing, nurseries, and distribution shall be from renewable sources by conforming to one or more of the following standards:
  - Grid-based electricity supplied from 100 percent renewable sources
  - On-site power supplied fully by renewable source (e.g., photovoltaic system)
  - On-site power supplied by partial or wholly non-renewable source with purchase of carbon offset credits
  - Or some combination of the above.

This mitigation measure is consistent with a local action measure recommended in Appendix B, Local Action, of the 2017 Scoping Plan, which reads, "Require on-site renewable energy generation" (CARB 2017:B-8).

### **Mitigation Measure 3.8-1d: Lighting Efficiency Requirements**

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):

- ▶ Only light-emitting diodes (LEDs) or double-ended high-pressure sodium (HPS) fixtures shall be used in all existing and new mixed-light cultivation operations (i.e., sites not seeking relicensing).
- ▶ Only high efficacy lighting shall be used in all existing and new noncultivation operations (i.e., sites not seeking relicensing).

Examples of high efficacy lighting include:

- ▶ Pin-based linear fluorescent or compact fluorescent light sources using electronic ballasts;
- ▶ Pulse-start metal halide light sources;
- ▶ HPS light sources;
- ▶ Luminaries with hardwired high frequency generator and induction lamp; and
- ▶ LEDs.

LED or HPS lighting has been considered feasible in cannabis cultivation sites by numerous studies conducted by utility providers throughout California (SDG&E 2016). This is consistent with a local action measure recommended in Appendix B, Local Action, of the 2017 Scoping Plan, which reads, "Require the use of energy-efficient lighting for all street, parking, and area lighting" (CARB 2017:B-10).

### **Finding**

The Board finds that the above mitigation measures are feasible, will reduce the GHG emissions of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### **Rationale**

Implementation of Mitigation Measure 3.8-1a could reduce construction-generated GHG emissions by 67 percent at all new licensed cultivation and noncultivation sites. Implementation of Mitigation Measure 3.8-1b would reduce GHG emissions associated with off-road equipment. Implementation of Mitigation Measures 3.8-1c and 3.8-1d would require all cannabis cultivation and noncultivation sites to reduce their GHG emissions through the use of electrified off-road equipment, higher performing back-up generators, renewable energy, and high-efficacy lighting. These requirements would apply to all new cultivation and noncultivation sites under the Cannabis Program and would apply to all existing cultivation and noncultivation site when seeking annual relicensing. With implementation of these mitigation measures, the Cannabis Program would be consistent with the California Air Resources Board 2017 Scoping Plan's Local Action recommendations for reducing GHG emissions. All cultivation and noncultivation sites permitted under the Cannabis Program would align with applicable plans and policies adopted for the purpose of reducing GHG emissions. The GHG emissions associated with project implementation would not be a considerable contribution to global climate change and would be less than significant. (Final EIR Volume 2 Section 3.8 pages 3.8-8 through 3.8-12)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.8-1b was revised since release of the Final EIR to match its timing with the

timing of the renewable energy requirements under California Code of Regulations Title 3, Division 8, Chapter 1, Section 8305 associated with cannabis cultivation operations.

## HAZARDS AND HAZARDOUS MATERIALS - EXPOSURE TO EXISTING ONSITE HAZARDOUS MATERIALS

An evaluation of the project's impacts related to hazards is found in Section 3.9, "Hazards and Hazardous Materials," of the Final EIR Volume 2. Construction activities that disturb subsurface materials could encounter previously unidentified contamination from past practices, placement of undocumented fill, or even unauthorized disposal of hazardous wastes. Encountering these hazardous materials could expose workers, the public, or the environment to adverse effects depending on the volume, materials involved, and concentrations. **(Impact 3.9-2)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

### Mitigation Measure 3.9-2a: Prepare Environmental Site Assessments

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications for new cannabis activities on sites that contain existing or previous commercial, business park, or industrial uses shall include a site assessment for the presence of potential hazardous materials, including an updated review of environmental risk databases. If this assessment indicates the presence or likely presence of contamination, the applicant shall prepare a Phase I ESA in accordance with the American Society for Testing and Materials' E-1527-05 standard. For work requiring any demolition, the Phase I ESA shall make recommendations for any hazardous building materials survey work that shall be done. All recommendations included in a Phase I ESA prepared for a site shall be implemented to protect public health. If a Phase I ESA indicates the presence or likely presence of contamination, the applicant shall prepare a Phase II ESA, and recommendations of the Phase II ESA shall be fully implemented before ground disturbance, which will be made a condition of approval for the project.

### Mitigation Measure 3.9-2b: Prepare a Hazardous Materials Contingency Plan for Construction Activities

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications for new licensed commercial cannabis on commercial, business park, or industrial sites shall include a hazardous materials contingency plan for review and approval by Trinity County Division of Environmental Health. The plan shall describe the necessary actions that would be taken if evidence of contaminated soil or groundwater is encountered during construction. The contingency plan shall identify conditions that could indicate potential hazardous materials contamination, including soil discoloration, petroleum or chemical odors, and presence of underground storage tanks or buried building material. The plan shall include the provision that, if at any time during constructing the project, evidence of soil and/or groundwater contamination with hazardous material is encountered, the project applicant shall immediately halt construction and contact Trinity County Division of Environmental Health. Work shall not recommence until the discovery has been assessed/treated appropriately (through such mechanisms as soil or groundwater sampling and remediation if potentially hazardous materials are detected above threshold levels) to the satisfaction of Trinity County Division of Environmental Health, RWQCB, and DTSC (as applicable). The plan, and obligations to abide by and implement the plan, shall be incorporated into the conditions of approval for the project.

## Finding

The Board finds that the above mitigation measures are feasible, will reduce the hazard impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

## Rationale

Preparation of, and compliance with, a Phase I ESA for properties at risk of potential hazardous materials and/or waste contamination would avoid adverse impacts (Mitigation Measure 3.9-2a). This would minimize the risk of an accidental release of hazardous substances that could adversely affect human health or the environment. Mitigation Measure 3.9-2b would establish a hazardous materials contingency plan to address potential soil and groundwater contamination and ensure remediation, if discovered during construction activities consistent with County General Plan Safety Element policies. (Final EIR Volume 2 Section 3.9 pages 3.9-14 through 3.9-15)

## HAZARDS AND HAZARDOUS MATERIALS - EMERGENCY RESPONSE AND EVACUATION PLAN IMPACTS

An evaluation of the project's impacts related to hazards is found in Section 3.9, "Hazards and Hazardous Materials," of the Final EIR Volume 2. Existing and future licensed commercial cannabis operations that would be allowed under the Cannabis Program could impair implementation of, or physically interfere with, emergency response plans or emergency evacuation if roadways and driveways are not designed properly. **(Impact 3.9-6)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

### Mitigation Measure 3.9-6: Implement Mitigation Measures 3.14-3 and 3.14-4.

The reader is referred to "Transportation/Traffic" below for a complete description of these mitigation measures.

## Finding

The Board finds that the above mitigation measures are feasible, will reduce the emergency access and evacuation impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

## Rationale

Implementation of Mitigation Measures 3.14-3 and 3.14-4 would require that existing licensed and new commercial cannabis sites meet County roadway and access design and fire safety requirements set forth in County Code of Ordinances Chapters 8.30 and 12.10. (Final EIR Volume 2 Section 3.9 pages 3.9-18 through 3.9-19)

## HYDROLOGY AND WATER QUALITY - WATER QUALITY IMPACTS

An evaluation of the project's impacts related to hydrology and water quality is found in Section 3.10, "Hydrology and Water Quality," of the Final EIR Volume 2. Commercial cannabis operations in the county that may occur under the Cannabis Program have the potential to modify surface drainage and flows in such a manner that increased sedimentation and erosion could take place, leading to water quality degradation. This could further affect waterways subject to the 303(d) list and North Coast RWQCB Sedimentation TMDL. The long-term operational use of pesticides, fertilizers, other chemicals, and roadway use can also have a negative effect on water quality and ultimately affect the health and sustainability of organisms that rely on high-quality waters. **(Impact 3.10-1)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

### Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ:

- ▶ All cultivation sites (new and licensed renewals) are required to demonstrate compliance with all applicable requirements of SWRCB Order WQ 2019-0001-DWQ or any subsequent water quality standards that apply to all new commercial cannabis cultivation operations and will not be limited by a minimum area of disturbance as part of application review and at annual licensed renewal. This will include documentation, Site Management Plan, and grading details prepared by a qualified professional to help ensure that any grading of the site will be stable and describing how stabilization will be achieved. The documentation will also identify the location of all water quality control features for the site and associated access roads. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with The Road Handbook, per CCR Title 14, Chapter 4. Compliance with water diversion standards and restrictions of SWRCB Order WQ 2019-0001-DWQ will also be provided to the County. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.
- ▶ On-site sewage systems shall be designed to accommodate employees and seasonal employees during harvest consistent with the requirements of County Code of Ordinances Section 16.48.122.

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications will identify drainage and water quality controls for the site, including roads leading to and from a site, that ensure no sedimentation or other pollutants leave the site as part of project construction and operation. Compliance with this requirement may be combined with the NPDES Construction General Permit compliance measures. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with the consistent with The Road Handbook, per CCR Title 14, Chapter 4. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.

### Mitigation Measure 3.10-1b: Restrict Cultivation Operations in Floodplains

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis):

- ▶ Cultivation sites shall not place any structures or involve any grading that alters the capacity of the 100-year floodplain. No storage of pesticides, fertilizers, fuel, or other chemicals will be allowed within the 100-year floodplain. All cultivation uses (plants, planter boxes and pots, and related materials) will be removed from the 100-year floodplain between November 1 and April 1 each year.

### Finding

The Board finds that the above mitigation measures are feasible, will reduce the water quality impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### Rationale

Mitigation Measure 3.10-1a would require all existing and new commercial cannabis activities in the county to comply with the conditions of SWRCB Order WQ 2019-0001-DWQ or otherwise avoid water quality impacts. These conditions were developed in consultation with California Department of Fish and Wildlife to ensure that the individual and



cumulative effects of water diversions and discharges associated with cannabis cultivation do not affect fish spawning, migration, and rearing for endangered anadromous salmonids. The provisions of SWRCB Order WQ 2019-0001-DWQ were scientifically peer reviewed by four experts. The peer review determined that water quality, instream flow, and diversion requirements of the Policy were based on sound scientific knowledge, methods, and data. This would also include ensuring that sites are stable and do not result in operational water quality impacts. Mitigation Measure 3.10-1b would avoid direct discharge of pollutants during a flood event. (Final EIR Volume 2 Section 3.10 pages 3.10-29 through 3.10-32)

## HYDROLOGY AND WATER QUALITY - GROUNDWATER IMPACTS

An evaluation of the project's impacts related to hydrology and water quality is found in Section 3.10, "Hydrology and Water Quality," of the Final EIR Volume 2. Commercial cannabis operations in the county that may occur under the Cannabis Program have the potential to deplete local groundwater supplies and affect adjacent wells as a result of cultivation water demands. Trinity County Ordinance provisions include requirements for pump testing. While these requirements would address the potential effects of short-term well operation, it is not known if operation of wells for cannabis operations over an extended period could result in isolated locations that affect the operability of adjacent wells. (Impact 3.10-2)

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

### Mitigation Measure 3.10-2: Conduct Groundwater Monitoring and Adaptive Management

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) associated with projects using groundwater as a water supply source:

- ▶ As part of the application and license renewal process, applicants shall provide the County with groundwater monitoring data for existing on-site well facilities that documents usage and changes in groundwater levels during each month of the year. Should this monitoring data identify potential drawdown impacts on adjacent well(s), surface waters, and waters of the state and sensitive habitats, and indicate a connection to operation of the on-site wells, the cannabis operators, in conjunction with the County, shall develop adaptive management measures to allow for recovery of groundwater levels that would protect adjacent wells and habitat conditions that could be adversely affected by declining groundwater levels. Adaptive management measures may include forbearance (e.g., prohibition of groundwater extraction from the months of May to October), water conservation measures, reductions in on-site cannabis cultivation, alteration of the groundwater pumping schedule, or other measures determined appropriate. Adaptive management measures will remain in place until groundwater levels have recovered and stabilized based on annual monitoring data provided to the County as part of subsequent annual inspections. Any monitoring cannabis cultivation irrigation wells that demonstrate hydrologic connection to surface waters shall be subject to surface water diversion requirements and restrictions in SWRCB Order WQ 2019-0001-DWQ. Wells shall also be sited outside of the stream setbacks as set forth in SWRCB Order WQ 2019-0001-DWQ.

### Finding

The Board finds that the above mitigation measure is feasible, will reduce the groundwater impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### Rationale

Mitigation Measure 3.10-2 would require the reporting of annual monitoring of groundwater conditions to the County as part of the annual inspections required under the Cannabis Program. This monitoring would identify if on-site well operations are resulting in groundwater drawdown impacts and what adaptive measures would be

implemented to recover groundwater levels and protect adjacent wells. Because implementation of this mitigation measure would be required as part of annual commercial cannabis operations permit renewals, it would provide ongoing protection of local groundwater resources. (Final EIR Volume 2 Section 3.10 pages 3.10-32 through 3.10-34)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.10-2 was revised since release of the Final EIR to clarify its intent to monitor groundwater levels and usage.

## HYDROLOGY AND WATER QUALITY - DIVERSION OF SURFACE WATER

An evaluation of the project's impacts related to hydrology and water quality is found in Section 3.10, "Hydrology and Water Quality," of the Final EIR Volume 2. New commercial cannabis cultivation operations in the county that may occur under the Cannabis Program could result in decreased flow rates on county streams and rivers because of surface water diversion. Low flows are associated with increased temperature and may also aggravate the effects of water pollution. Compliance with SWRCB Order WQ 2019-0001-DWQ requires that certain flow and gaging requirements be met and that a surface water diversion forbearance period be implemented. **(Impact 3.10-3)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

### **Mitigation Measure 3.10-3a: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards**

The reader is referred to the water quality impact (3.10-1) for a complete description of this mitigation measure.

### **Mitigation Measure 3.10-3b: Prohibit Commercial Cannabis Operations in Watersheds under a CDFR Moratorium**

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) associated with projects using groundwater as a water supply source:

- ▶ Prior to the issuance of a license and/or use permit, the County will determine if the application site is located within a watershed on which the CDFR has placed a moratorium on state licensing pursuant to CCR Section 8216. The County will reject the application should the site be located in such a watershed. Noncultivation uses may still be allowed if the applicant can demonstrate that the project's water source is groundwater that is not hydrologically connected to the watershed to the satisfaction of the County.

## **Finding**

The Board finds that the above mitigation measures are feasible, will reduce the surface water impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

## **Rationale**

Implementation of Mitigation Measure 3.10-3a would require that all commercial cannabis operations comply with the water diversion requirements and restrictions of SWRCB Order WQ 2019-0001-DWQ, which contains instream flow requirements and a period of surface water diversion forbearance during dry months. These gage requirements have been determined by SWRCB to limit adverse effects on surface waterways due to low flows. Implementation of Mitigation Measure 3.10-3b would ensure that the County prohibits any new commercial cannabis uses that could further affect critical watersheds identified by SWRCB and CDFR. (Final EIR Volume 2 Section 3.10 pages 3.10-34 through 3.10-36)

## HYDROLOGY AND WATER QUALITY - ALTERATION OF DRAINAGE CONDITIONS AND FLOODPLAINS

An evaluation of the project's impacts related to hydrology and water quality is found in Section 3.10, "Hydrology and Water Quality," of the Final EIR Volume 2. Commercial cannabis cultivation operations in the county that may occur under the Cannabis Program have the potential to alter natural drainage conditions and floodplains, which could alter flood flows and create new sources of flooding. **(Impact 3.10-4)**

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

### Mitigation Measure 3.10-4: Implement Mitigation Measure 3.10-1b: Restrict Cultivation Operations in Floodplains

The reader is referred to the water quality impact (3.10-1) for a complete description of this mitigation measure.

### Finding

The Board finds that the above mitigation measure is feasible, will reduce the drainage and flooding impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### Rationale

Implementation of Mitigation Measure 3.10-4 would ensure that cultivation activities avoid alteration of floodplain conditions. (Final EIR Volume 2 Section 3.10 page 3.10-37)

## NOISE - CONSTRUCTION NOISE IMPACTS

An evaluation of the project's impacts related to noise is found in Section 3.12, "Noise," of the Final EIR Volume 2. Construction of new commercial cannabis operations that may occur under the Cannabis Program could involve the use of heavy off-road equipment that could increase noise levels at nearby land uses and expose noise-sensitive receptors to noise levels that exceed County noise standards and/or result in sleep disturbance at residential receptors during evening and nighttime hours. **(Impact 3.12-1)**

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

### Mitigation Measure 3.12-1: Implement Construction Noise Mitigation

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ All outdoor construction activity and use of heavy equipment outdoors shall take place between 7:00 a.m. and 7:00 p.m.

### Finding

The Board finds that the above mitigation measure is feasible, will reduce the noise impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

## Rationale

Implementation of Mitigation Measure 3.12-1 would ensure that surrounding noise-sensitive receptors would not be exposed to construction noise during the more noise-sensitive evening and nighttime hours and that sleep disturbance would not occur during these times of the day at residential land uses. (Final EIR Volume 2 Section 3.12 pages 3.12-8 through 3.12-10)

## PUBLIC SERVICES - FIRE PROTECTION SERVICE IMPACTS

An evaluation of the project's impacts related to public services is found in Section 3.13, "Public Services," of the Final EIR Volume 2. Commercial cannabis operations and production that would result with implementation of the Cannabis Program could increase the demand for fire protection services, but because of the nature of the activities would not trigger the need for new or altered fire protection facilities. Compliance with existing building, electrical, commercial cannabis regulations, and fire code regulations would be required for all activities under the Cannabis Program. However, existing and new commercial cannabis operations could create or worsen emergency response if roadways and driveways are not designed properly. (**Impact 3.13-1**)

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

### Mitigation Measure 3.13-1: Implement Mitigation Measures 3.14-3 and 3.14-4.

The reader is referred to "Transportation/Traffic" below for a complete description of these mitigation measures.

## Finding

The Board finds that the above mitigation measures are feasible, will reduce the fire protection service impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

## Rationale

Implementation of Mitigation Measures 3.14-3 and 3.14-4 would require that existing licensed and new commercial cannabis sites meet county roadway and access design and fire safety requirements set forth in County Code of Ordinances Chapters 8.30 and 12.10. (Final EIR Volume 2 Section 3.13 pages 3.13-10 through 3.13-11)

## TRANSPORTATION/TRAFFIC - ROADWAY HAZARDS

An evaluation of the project's impacts related to public services is found in Section 3.14, "Transportation/Traffic," of the Final EIR Volume 2. Under the Cannabis Program, it cannot be assured that existing or new licensed commercial cannabis operations would provide site access along roadways that are free of hazards due to the geometric design. (**Impact 3.14-3**)

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

### Mitigation Measure 3.14-3: Provide Site Access Free of Hazards Due to Geometric Roadway Design

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that roadways providing site access are in compliance with Chapter 12.10: Design Policies of the Trinity County Code of Ordinances. New roadway water quality control and drainage features or new

drainage features on existing roadways shall be designed to accommodate peak flow conditions and will be consistent with the Road Handbook, per CCR Title 14, Chapter 4 and SWRCB Order WQ 2019-0001-DWQ.

### Finding

The Board finds that the above mitigation measures are feasible, will reduce roadway safety impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### Rationale

With implementation of Mitigation Measure 3.14-3, existing and new commercial cannabis operations in the county would be required to be in compliance with Chapter 12.10: Design Policies of the Trinity County Code; and thus, access to existing and new commercial cannabis operations would not be located along roadways that are hazardous due to the geometric design of the roadway. (Final EIR Volume 2 Section 3.14 pages 3.14-16 through 3.14-17)

## TRANSPORTATION/TRAFFIC - EMERGENCY ACCESS

An evaluation of the project's impacts related to public services is found in Section 3.14, "Transportation/Traffic," of the Final EIR Volume 2. Under the Cannabis Program, it cannot be assured that existing and new commercial cannabis operations would provide adequate emergency access. (**Impact 3.14-4**)

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

### Mitigation Measure 3.14-4: Provide Adequate Emergency Access

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that site access is in compliance with Chapter 8.30 – Fire Safe Ordinance of the Trinity County Code.

### Finding

The Board finds that the above mitigation measure is feasible, will reduce emergency access impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### Rationale

With implementation of Mitigation Measure 3.14-4, existing and new commercial cannabis operations in the county that may occur under the proposed ordinance would be required to be in compliance with Chapter 8.30 – Fire Safe Ordinance of the Trinity County Code of Ordinances; and thus, would provide adequate emergency access. (Final EIR Volume 2 Section 3.14 pages 3.14-17 through 3.14-18)

## UTILITIES AND SERVICE SYSTEMS - IMPACT ON WASTEWATER TREATMENT SYSTEMS

An evaluation of the project's impacts related to utilities and service systems is found in Section 3.15, "Utilities and Service Systems," of the Final EIR Volume 2. New commercial cannabis facilities that would be allowed under the Cannabis Program could result in increased wastewater service demand for public wastewater systems that may not have adequate capacity. Commercial cannabis operations involving manufacturing and testing that could result with implementation of the Cannabis Program would generate wastewater that may contain contaminants that cannot be adequately treated by existing public wastewater treatment systems. **(Impact 3.15-1)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

### Mitigation Measure 3.15-1a: Prepare a Treatment Program for Noncultivation Activities

The following shall be included as new performance standards for Section 315-824(5) (Required Conditions), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

Applicants for new commercial noncultivation cannabis operations shall prepare a materials management plan that will address each permit type sought within a site. Compliance with state licensing that addresses these items may be used to demonstrate compliance with this measure. The plan shall include:

- ▶ a detailed description of activities and processes occurring on site, including:
  - equipment type and number,
  - detailed standard operating procedures for processes,
  - chemical requirements and reactions,
  - cleaning procedures for equipment,
  - required pretreatment requirements for discharge to a public wastewater treatment system, and
  - disposal methods for all materials (e.g., plant materials, solvents, empty containers).
- ▶ Identification of type and quantity of items produced, including:
  - material Safety Data Sheets for all chemical substances occurring on site,
  - manifests for each chemical describing quantities purchased, date used, and quantities disposed,
  - facility site plan with storage map, showing where hazardous materials will be stored,
  - an inventory of all emergency equipment with the location and description of items, including:
    - personal protective equipment,
    - fire extinguishing systems,
    - spill control equipment and decontamination equipment, and
    - communication and alarm systems.
- ▶ An employee training plan that includes:
  - emergency response procedures and incident reporting, and
  - chemical handling procedures.

The materials management plan shall be submitted to Trinity County Division of Environmental Health and public agencies or private enterprises accepting waste materials, including CSDs and waste transfer stations. Commercial cannabis permits shall not be granted without approval of the materials management plan from relevant agencies and identification and construction of any required pretreatment facilities for wastewater.

### **Mitigation Measure 3.15-1b: Verification of Adequate Wastewater Service and Necessary Improvements for Public Wastewater Systems**

The following shall be included as new performance standards for Section 315-824(5) (Required Conditions), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applicants not relying on septic systems shall determine whether sufficient public wastewater treatment capacity exists for a proposed project. These determinations must ensure that the proposed development can be served by its existing or planned treatment capacity and wastewater conveyance through approval of the relevant service provider. If adequate capacity does not exist, the application will be denied.

#### **Finding**

The Board finds that the above mitigation measures are feasible, will reduce wastewater system impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

#### **Rationale**

Mitigation Measures 3.15-1a and 3.15-1b would ensure that commercial cannabis operations verify that adequate wastewater service exists for the site and that anticipated wastewater effluent quality from noncultivation operations would not adversely affect current wastewater treatment facilities of service providers and provide pretreatment of wastewater discharges if required. (Final EIR Volume 2 Section 3.15 pages 3.15-6 through 3.15-8)

## **UTILITIES AND SERVICE SYSTEMS - INCREASED DEMAND ON PUBLIC WATER SUPPLIES**

An evaluation of the project's impacts related to utilities and service systems is found in Section 3.15, "Utilities and Service Systems," of the Final EIR Volume 2. New commercial cannabis facilities that would be allowed under the Cannabis Program would result in increased water demand from public water systems that may require additional water distribution facility improvements. (**Impact 3.15-2**)

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

### **Mitigation Measure 3.15-2: Verify Adequate Water Supply and Service for Municipal Water Service**

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applicants for new commercial cannabis operations that plan to obtain water from a retail water supply will obtain, and provide to the County, written verification from the water service provider that adequate water supply and water distribution facilities are or will be available to serve the site including peak operations (e.g., growing season). If adequate capacity does not exist, the application will be denied.

#### **Finding**

The Board finds that the above mitigation measures is feasible, will reduce public water system impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

## Rationale

Adequate public water supplies exist to serve future commercial cannabis uses. Implementation Mitigation Measure 3.15-2 would require verification of adequate public water supply service for new commercial cannabis operations proposing to use retail water supply service. (Final EIR Volume 2 Section 3.15 pages 3.15-9 through 3.15-10)

## UTILITIES AND SERVICE SYSTEMS - SOLID WASTE SERVICE IMPACTS

An evaluation of the project's impacts related to utilities and service systems is found in Section 3.15, "Utilities and Service Systems," of the Final EIR Volume 2. Cannabis cultivation and noncultivation operations under the Cannabis Program would generate solid waste from involving cannabis plant and product waste as well as noncannabis waste. Consistent with state cannabis licensing regulations, licensees must maintain accurate and comprehensive records regarding cannabis waste that account for, reconcile, and evidence all activity related to the generation or disposition of cannabis waste. Waste management plans and other regulations would ensure that solid waste (cannabis and noncannabis waste) that is hauled offsite is disposed of properly. However, improper management of onsite composting of cannabis waste could result adverse environmental effects. **(Impact 3.15-3)**

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

### Mitigation Measure 3.15-3: Implement a Cannabis Waste Composting Management Plan

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applicants for new commercial cannabis operations and relicensed sites will develop and implement a cannabis waste composting management plan if the operator proposes to dispose of cannabis waste through onsite composting. The plan shall meet all state requirements and the following requirements that will be confirmed by the County during inspections.
  - Designation of the composting area on a site plan that is contained within the site boundaries (must be located within the Designated Area for cultivation operations) that is of adequate size to accommodate site cannabis waste needs.
  - Identification of water quality control features that ensure no discharge of cannabis waste or other pollutants.
  - Details on routine management and equipment used in the composting area that ensures proper composting and control of odors, potential fuel hazards, and pests for the life of the cannabis operation.

## Finding

The Board finds that the above mitigation measures is feasible, will reduce solid waste impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

## Rationale

Implementation Mitigation Measure 3.15-3 would require that on-site composting is managed in a manner to avoid adverse environmental impacts through water quality, odor, and pest control that would be monitored by the County. (Final EIR Volume 2 Section 3.15 pages 3.15-11 through 3.15-12)



## WILDFIRE – EXPOSURE TO WILDFIRE HAZARDS

An evaluation of the project’s impacts related to utilities and service systems is found in Section 3.16, “Wildfire,” of the Final EIR Volume 2. Trinity County is highly susceptible to wildfires. Implementation of the Cannabis Program could create new fire hazards from creation of new fuel and ignition sources and expose people and structures to increased wildfire hazards and unhealthy air quality conditions from smoke. **(Impact 3.16-1)**

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

### Mitigation Measure 3.16-1: Implement Mitigation Measure 3.1-1b: Maintain Cultivation Premises

The reader is referred to Impact 3.1-1 above for a complete description of this mitigation measure.

### Finding

The Board finds that the above mitigation measure is feasible, will reduce wildfire hazard impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### Rationale

Implementation of Mitigation Measures 3.1-1b would require license applications for new cultivation sites and requests for license renewal maintain the premises clear of trash and debris piles. No trash or debris will be allowed to accumulate for a period greater than two weeks for the life of the license. The County will inspect compliance with this measure prior to license renewal. This will eliminate the potential for new sources of fuel that could increase wildfire hazards. Mitigation Measure 3.1-1b is consistent with Trinity County Safety Element policies that identify the need for fuel reduction. (Final EIR Volume 2 Section 3.16 pages 3.16-15 through 3.16-16)

## WILDFIRE – INSTALLATION AND OPERATION OF INFRASTRUCTURE

An evaluation of the project’s impacts related to utilities and service systems is found in Section 3.16, “Wildfire,” of the Final EIR Volume 2. Implementation of the Cannabis Program would include the development on-site and off-site infrastructure improvements to support commercial cannabis uses that could create new fire hazards. **(Impact 3.16-2)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

### Mitigation Measure 3.16-2a: Implement Fire Prevention Measures for New Power Lines and Electrical Facilities

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ New power lines extended to sites shall be placed underground. If power lines cannot be placed underground, fuel breaks shall be provided along power lines and any stand-alone electrical facilities in a manner that would avoid ignition of adjacent vegetation to the satisfaction of the County and CAL FIRE. Fuel breaks shall be maintained and verified by the County as part of annual license renewal.

### Mitigation Measure 3.16-2b: Implement Fire Prevention Measures for On-Site Construction and Maintenance Activities

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ The operation of outdoor motorized equipment on-site for construction and maintenance activities shall be required to be covered under a fire protection plan that includes the following provisions:
  - Fire watch personnel responsible for watching for the occurrence of fire during and after equipment use shall be identified.
  - Equipment shall be located so that exhausts do not discharge against combustible materials.
  - Equipment shall not be refueled while in operation and not until after a cooldown period.
  - Water and tools dedicated to fire fighting shall be on hand in the area of onsite construction and maintenance activities at all times.
  - Designated smoking areas with cigarette disposal receptacles that are burn resistant.

### Finding

The Board finds that the above mitigation measures are feasible, will reduce wildfire hazard impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### Rationale

Implementation of Mitigation Measures 3.16-2a and 3.16-2b would require that power lines and electrical facilities maintain fuel breaks and that the use of outdoor motorized equipment be conducted in a manner to avoid accidental fire. (Final EIR Volume 2 Section 3.16 pages 3.16-16 through 3.16-18)

## WILDFIRE - INCREASED RISK OF LANDSLIDES FROM POST-FIRE SLOPE INSTABILITY

An evaluation of the project's impacts related to utilities and service systems is found in Section 3.16, "Wildfire," of the Final EIR Volume 2. Previous wildfires in Trinity County have resulted in the loss of vegetation on sloped terrain. This condition could result in soil erosion and slope failure. Development of commercial cannabis uses under the Cannabis Program in these areas could exacerbate this condition and increase the risk of erosion and slope failure. (**Impact 3.16-3**)

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

### Mitigation Measure 3.16-3: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards

The reader is referred to Impact 3.10-1 above for a complete description of these mitigation measures.

### Finding

The Board finds that the above mitigation measure is feasible, will reduce post wildfire hazard impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

### Rationale

Implementation of Mitigation Measure 3.10-1a would require all existing and new commercial cannabis cultivation activities in the county to comply with the conditions of SWRCB Order WQ 2019-0001-DWQ or otherwise avoid water quality impacts. This would also include ensuring that sites are geologically stable and do not result in operational soil erosion impacts. (Final EIR Volume 2 Section 3.16 page 3.16-18)

## 1.2.4 Potentially Significant Impacts That Cannot Be Mitigated Below a Level of Significance

This section identifies the significant unavoidable impacts that require a statement of overriding considerations to be issued by the Board, pursuant to Section 15093 of the CEQA Guidelines, if the project is approved. Based on the analysis contained in the Final EIR, the following impacts have been determined to be significant and unavoidable:

### AIR QUALITY - CONSTRUCTION EMISSIONS

An evaluation of the project's impacts to air quality is found in Section 3.3, "Air Quality," of the Final EIR Volume 2. Construction-generated emissions from later projects under the Cannabis Program could exceed North Coast Unified Air Quality Management District (NCUAQMD) recommended maximum daily emission threshold for nitrogen oxide (NO<sub>x</sub>) and annual mass emission threshold for PM<sub>10</sub>. Because the North Coast Air Basin (NCAB) is in nonattainment for particulate matter (PM<sub>10</sub>), construction of new facilities licensed under the Cannabis Program would contribute substantially to an existing or projected air quality violation, could expose sensitive receptors to substantial pollutant concentrations, and could conflict with air quality planning efforts in Trinity County and the NCAB. This impact would be significant and unavoidable. **(Impact 3.3-1)**

### Mitigation Measures

#### Mitigation Measure 3.3-1a: Prohibit Burning Vegetation

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis):

- ▶ Prohibit the burning of vegetation that has been cleared for cultivation purposes unless proof is submitted that all required permits have been obtained, including, but not limited to, a standard burn permit and/or a non-standard burn permit. It should also be noted that CDFA regulations prohibit the burning of cannabis waste under CCR, Title 3, Division 8, Chapter 1, Section 8308.

#### Mitigation Measure 3.3-1b: Implement Diesel Engine Exhaust Control Measures and Dust Control

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):

- ▶ All diesel-powered off-road equipment used in construction shall meet EPA's Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available construction equipment can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors.
- ▶ Construction activities will implement measures to control dust such as:
  - Water all exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) two times per day.
  - Cover all haul trucks transporting soil, sand, or other loose material off-site.
  - Remove all visible mud or dirt track-out onto adjacent roads.
  - Limit all construction vehicle speeds on unpaved roads to 15 miles per hour.

### Mitigation Measure 3.3-1c: Use Alternative Fuels

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):

- ▶ Renewable diesel (RD) fuel shall be used in diesel-powered construction equipment if commercially available in reasonable proximity. RD fuel must meet the following criteria:
  - meet California’s Low Carbon Fuel Standards and be certified by CARB Executive Officer;
  - be hydrogenation-derived (reaction with hydrogen at high temperatures) from 100 percent biomass material (i.e., non-petroleum sources), such as animal fats and vegetables;
  - contain no fatty acids or functionalized fatty acid esters; and
  - have a chemical structure that is identical to petroleum-based diesel and complies with American Society for Testing and Materials D975 requirements for diesel fuels to ensure compatibility with all existing diesel engines.

The County shall require implementation of this measure of the licensed entities building a new cannabis site.

### Finding

The Board finds that implementation of the identified mitigation measures will reduce construction-generated criteria air pollutant and precursor emissions impacts attributable to the proposed project. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project which will mitigate, in part, this significant air quality impact attributable to the project, as identified in the Final EIR. However, there are no feasible mitigation measures that will reduce the identified significant impact to a level below significant. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.

### Rationale

Implementation of Mitigation Measure 3.3-1a would reduce PM emissions associated with burning vegetation. Although this analysis does not quantify the PM emissions if cleared vegetation at new cultivation sites was to be burned, it is assumed that this mitigation measure would result in improved local and regional air quality due to less PM released. It should also be noted that CDFR regulations prohibit the burning of cannabis waste under CCR, Title 3, Division 8, Chapter 1, Section 8308. Final EIR Volume 2 Table 3.3-4 shows construction-generated emissions associated with the project if the most stringent Tier, Tier 4, diesel engines were available and used, which would be required by Mitigation Measure 3.3-1b. Emissions estimates shown in Table 3.3-4 also include the use of RD in all diesel-powered off-road equipment where feasible, as required by Mitigation Measure 3.3-1c. The use of RD, as required by Mitigation Measure 3.3-1c, can reduce NO<sub>x</sub> emissions by approximately 14 percent and PM<sub>10</sub> exhaust emissions by approximately 34 percent. As shown in Table 3.3-4, daily emissions of NO<sub>x</sub> and annual emissions of PM<sub>10</sub> emissions would still exceed applicable thresholds. Although implementation of Mitigation Measures 3.3-1a, 3.3-1b, and 3.3-1c would reduce NO<sub>x</sub> and PM<sub>10</sub> emissions associated with construction activities, it would not reduce the Cannabis Program’s PM<sub>10</sub> emissions below the NCUAQMD threshold. Daily NO<sub>x</sub> and annual PM<sub>10</sub> emissions would remain above the respective thresholds. Because there is no other feasible mitigation available, this impact would be significant and unavoidable. (Final EIR Volume 2 Section 3.3 pages 3.3-14 through 3.3-18)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.3-1a was revised since release of the Final EIR to clarify circumstances when vegetation can be burned in order to minimize wildfire hazards and maintain site conditions.

## AIR QUALITY - OPERATIONAL EMISSIONS

An evaluation of the project's impacts to air quality is found in Section 3.3, "Air Quality," of the Final EIR Volume 2. Operation of existing licensed commercial cannabis cultivation and distribution uses in Trinity County generates daily emissions of reactive organic gases (ROG), NO<sub>x</sub>, and PM<sub>10</sub> and annual emissions of PM<sub>10</sub> that exceed applicable NCUAQMD mass emission thresholds. Operation of new commercial cannabis cultivation and noncultivation operations would generate emissions of ROG, NO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> that exceed applicable daily and annual mass emission thresholds established by NCUAQMD. Thus, operational emissions of ozone precursors (i.e., ROG and NO<sub>x</sub>) and of PM<sub>2.5</sub> could conflict with NCUAQMD's efforts to maintain the California ambient air quality standards (CAAQS) and national ambient air quality standards (NAAQS) for ozone and PM<sub>2.5</sub>. Given that the NCAB is designated as nonattainment with respect to the CAAQS for PM<sub>10</sub>, implementation of the Cannabis Program could contribute to an existing or projected air quality violation. This impact would be significant and unavoidable. **(Impact 3.3-2)**

### Mitigation Measures

#### Mitigation Measure 3.3-2a: Limit the Use of Fossil Fuel-Powered Outdoor Power Equipment at All Commercial Cannabis Cultivation and Noncultivation Sites

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):

- ▶ Limit the use of off-road equipment that is powered by gasoline, diesel, or other fossil fuels where available. This requirement does not apply to generators.

#### Mitigation Measure 3.3-2b: Require Use of Low Emission Diesel Back-Up Generators at All Commercial Cannabis Cultivation and Noncultivation Sites

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):

- ▶ All generators shall meet EPA's Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available model can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors.

### Finding

The Board finds that implementation of the identified mitigation measures will reduce operational-generated criteria air pollutant and precursor emissions impacts attributable to the proposed project. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project which will mitigate, in part, this significant air quality impact attributable to the project, as identified in the Final EIR. However, there are no feasible mitigation measures that will reduce the identified significant impact to a level below significant. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.

### Rationale

Implementation of Mitigation Measure 3.3-2a would result in the reduction of criteria air pollutants and precursors associated with the use of an on-site utility vehicle by replacing a fossil fuel-powered vehicle with one that is electric

at outdoor and mixed-light cultivation sites and all noncultivation sites. Implementation of Mitigation Measure 3.3-2b would result in the reduction emissions of NO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> associated with back-up diesel generators at mixed-light cultivation sites and result in a slight reduction in ROG emissions. Final EIR Volume 2 Table 3.3-7 shows the project's operational emissions with the implementation of Mitigation Measures 3.3-2a and 3.3-2b using Tier 4 and electric equipment where feasible. As shown in Table 3.3-7, implementation of these mitigation measures would reduce NO<sub>x</sub> below the threshold; however, operational emissions of ROG, PM<sub>10</sub>, and PM<sub>2.5</sub> would not be reduced to less than the mass emission thresholds recommended by NCUAQMD. In addition, Tier 4 and electric equipment may not be available for all activities.

The County also considered the measures to reduce fugitive PM<sub>10</sub>, and PM<sub>2.5</sub> dust from vehicle travel on unpaved surfaces, including watering unpaved roadways at regular intervals (e.g., two times per day), application of dust suppressants, and paving. None of these measures were determined feasible.

Because there is no other feasible mitigation available, this impact would be significant and unavoidable. (Final EIR Volume 2 Section 3.3 pages 3.3-18 through 3.3-23)

## AIR QUALITY - ODOR IMPACTS

An evaluation of the project's impacts to air quality is found in Section 3.3, "Air Quality," of the Final EIR Volume 2. Implementation of the Cannabis Program would license the operation of new commercial cultivation and noncultivation sites, as well as existing cultivation. The cultivation and processing of cannabis generates odors associated with the plant itself, which during maturation can produce substantial odors. Setbacks are required under the Cannabis Program, however, they do not preclude the generation of odorous emissions in such quantities as to cause detriment, nuisance, or annoyance to a substantial number of people. This impact would be significant and unavoidable. (**Impact 3.3-3**)

### Mitigation Measures

#### Mitigation Measure 3.3-3: Implement Odor Control Plan for the Growing, Cultivating, Processing, Handling of Cannabis

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ This mitigation shall not apply to lands zoned Agricultural, Agriculture-Forest, or Agricultural Preserve.
- ▶ Cannabis sites shall develop and implement an odor control plan that contains the following requirements as appropriate for each cannabis use:
  - Identify and describe odor-emitting activities and the nature and characteristics of the emissions.
  - Location and distance of sensitive receptors (e.g., residents, youth-oriented facilities, schools, churches, residential treatment centers) from the site.
  - Demonstrate that the cannabis site's distance to receptors, wind direction, and local topographic conditions would not result in detection of cannabis odors by off-site sensitive receptors that would create a nuisance.
  - If off-site odor nuisance impacts cannot be avoided without odor controls, identify procedures and controls for reducing/controlling odors on-site, including the following as applicable to the cannabis use and license type (outdoor, mixed-light, and indoor). The operator may propose a numeric odor detection threshold for

on-site operations (such as dilution-to-threshold standard that is verified by persons of normal odor sensitivity as defined by European Standard EN 13725) subject to County review and approval.<sup>1</sup>

- All fully enclosed and secure structures that contain cannabis plants or products that generate odors will employ mechanical ventilation controls, carbon filtration, or other equivalent or superior method(s) to eliminate the detection of cannabis off the parcel. This will include all drying and processing of cannabis plant material recently harvested.
- Outdoor operations may include different plant strains and smaller grow areas or relocation of outdoor activities indoors or, in a mixed-light facility contained within an enclosed structure, use of site design or other technology and/or use of odor easements to address odor impacts.
- Corrective actions to address County-verified off-site odor complaints will be identified and methods to be developed and applied for the next harvest to minimize off-site odor impacts so that they do not conflict with other applicable standards of the County's Cannabis Program or State license requirements.

## Finding

The Board finds that implementation of the identified mitigation measure will reduce odor impacts attributable to the proposed project. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project which will mitigate, in part, this significant air quality impact attributable to the project, as identified in the Final EIR. However, there are no feasible mitigation measures that will reduce the identified significant impact to a level below significant. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.

## Rationale

Implementation of Mitigation Measure 3.3-3 would reduce the potential of odor nuisance impacts and would include corrective actions for cultivation sites that routinely generate nuisance odor impacts off-site. However, it is possible that nuisance odor impacts would occur occasionally before abatement for outdoor cultivation sites, especially in areas where outdoor cultivation sites are concentrated. There are no feasible mitigation measures for completely avoiding the potential for occasional odor nuisance impacts because there is no reliable method to contain odors on-site under all atmospheric conditions during harvest season. There are no effective mitigation measures to ensure to elimination of cannabis odors at harvest for outdoor cultivation operations. Because there is no other feasible mitigation available, this impact would be significant and unavoidable. (Final EIR Volume 2 Section 3.3 pages 3.3-23 through 3.3-25)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.3-3 was revised since release of the Final EIR to clarify its implementation.

## NOISE - TRAFFIC NOISE IMPACTS

An evaluation of the project's impacts to air quality is found in Section 3.12, "Noise," of the Final EIR Volume 2. Commercial cannabis operations in the county that may occur under the Cannabis Program could result in increased traffic volumes on associated roadways and highways in the county, particularly during fall harvest season when the demand for workers is highest. Project-generated traffic volumes could expose noise-sensitive receptors to traffic noise levels that exceed the Trinity County General Plan exterior noise standards for transportation noise. This impact would be significant and unavoidable. **(Impact 3.12-3)**

<sup>1</sup> The use of a dilution-to-threshold (D/T) standard is based on scientific publications on odor pollution control that have identified that odors above 7 D/T will often result in complaints (i.e., objectionable), with 15 D/T often described as a nuisance, and odors above 30 D/T described as a serious nuisance (i.e., nauseating) (McGinley 2000; Huey et al. 1960).

## Mitigation Measures

No feasible mitigation is available to address this impact.

## Finding

The Board finds that there are no feasible mitigation measures that will reduce the identified significant impact to a level below significant. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.

## Rationale

The typical approach to mitigate traffic noise levels is to construct structures (e.g., soundwalls, berms, or some berm-wall combination) between the roadway segment and the affected noise-sensitive receptors. However, this method would be infeasible given the extensive length of the affected state highway segments (i.e., over 45 contiguous miles along SR 3), and the number of sensitive receptors along these highway segments. Even if landowners were offered to have protective noise barriers constructed on their property, it cannot be assured the all of the landowners of the affected properties residences would allow for the construction of a noise barrier. Additionally, if any soundwalls were proposed within Caltrans right-of-way, implementation of the improvements would not fall within Trinity County's jurisdictional control, and while the appropriate jurisdictions can and should implement feasible mitigation to reduce impacts, it cannot be guaranteed that these improvements would be implemented. Moreover, some noise barriers could potentially result in other types of environmental impacts (e.g., aesthetic impacts) or adversely affect the potential for a highway segment to be designated as a scenic highway.

The Final EIR noise methodology used to estimate the number of trips that could potentially be generated by the project was based on the conservative assumptions discussed above and represents a worst-case scenario. Additionally, the levels of traffic noise modeled and shown in Final EIR Volume 2 Table 3.12-5 would occur only during the peak harvest time (i.e., 4 weeks per year). However, as stated above, there is no feasible mitigation to address the potential long-term traffic noise levels generated by the project. Because there is no feasible mitigation available, this impact would be significant and unavoidable. (Final EIR Volume 2 Section 3.12 pages 3.12-11 through 3.12-13)

## CUMULATIVE IMPACTS - AIR QUALITY

An evaluation of the project's impacts to cumulative air quality impacts is found in Chapter 4, "Cumulative Impacts," of the Final EIR Volume 2. Implementation of the Cannabis Program would result in peak emissions of PM<sub>10</sub> during the harvest season from road dust, which would contribute to the existing nonattainment status with respect to the CAAQS for PM<sub>10</sub> in the NCAB. Implementation of the Cannabis Program would also result in an increase in the number and potentially the density of commercial cannabis outdoor, mixed-light, and indoor cultivation operations throughout the county that are a significant source of cannabis odor, thereby increasing the potential cultivation-related odor sources throughout the county. The project's contribution to cumulative odor impacts would be cumulatively considerable and significant and unavoidable. (**Impact 4.3.3**)

## Mitigation Measures

No feasible mitigation is available to address this impact.

## Finding

The Board finds that there are no feasible mitigation measures that will reduce the identified cumulative significant impact to a level of less than cumulatively considerable. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.



## Rationale

As discussed in Final EIR Volume 2 Section 3.3, "Air Quality," feasible mitigation measures are not available to offset project-generated PM<sub>10</sub> emissions from unpaved roadway use. While the Cannabis Program would require a minimum setback of 1,000 feet from youth-oriented facilities, schools, churches, and residential treatment facilities; and 350 feet from residences; it does not preclude the potential for off-site residential receptors to be exposed to objectionable odors emitted by mature cannabis plants. As discussed in Final EIR Volume 2 Impact 3.3-3, dispersion modeling indicate that specific cannabis compounds may be detectable at a distance of 2 miles or more depending on weather conditions. Because there is no feasible mitigation available, this impact would be cumulatively considerable and significant and unavoidable. (Final EIR Volume 2 Chapter 4 pages 4-6 through 4-7)

## CUMULATIVE IMPACTS - NOISE

An evaluation of the project's impacts to cumulative air quality impacts is found in Chapter 4, "Cumulative Impacts," of the Final EIR Volume 2. The addition of new vehicle trips associated with cannabis facilities licensed under the Cannabis Program would substantially contribute to excessive noise levels (above the County's maximum allowable exposure from transportation noise sources) during the harvest period for segments along SR 3 and SR 299 (see Final EIR Impact 3.12-3). The project's contribution to cumulative traffic noise impacts would be cumulatively considerable and significant and unavoidable. (**Impact 4.3.12**)

## Mitigation Measures

No feasible mitigation is available to address this impact.

## Finding

The Board finds that there are no feasible mitigation measures that will reduce the identified cumulative significant impact to a level of less than cumulatively considerable. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.

## Rationale

The typical approach to mitigate traffic noise levels is to construct structures (e.g., soundwalls, berms, or some berm-wall combination) between the roadway segment and the affected noise-sensitive receptors. However, this method would be infeasible given the extensive length of the affected state highway segments (i.e., over 45 contiguous miles along SR 3), and the number of sensitive receptors along these highway segments. Even if landowners were offered to have protective noise barriers constructed on their property, it cannot be assured that all the landowners of the affected properties would allow for the construction of a noise barrier. Additionally, if any soundwalls were proposed within Caltrans right-of-way, implementation of the improvements would not fall within Trinity County's jurisdictional control, and while the appropriate jurisdictions can and should implement feasible mitigation to reduce impacts, it cannot be guaranteed that these improvements would be implemented. Moreover, some noise barriers could potentially result in other types of environmental impacts (e.g., aesthetic impacts) or adversely affect the potential for a highway segment to be designated as a scenic highway. Because there is no feasible mitigation available, this impact would be cumulatively considerable and significant and unavoidable. (Final EIR Volume 2 Chapter 4 pages 4-14 through 4-15)

## 1.3 FINDINGS REGARDING ALTERNATIVES

Section 15126.6(a) of the CEQA Guidelines requires the discussion of "a reasonable range of alternatives to a project, or the location of a project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives." The Final EIR identified and considered the following reasonable range alternatives to the proposed project which would be capable, to varying degrees, of reducing identified impacts:

- ▶ Alternative 1: No Project Alternative
- ▶ Alternative 2: Siting Limitation for Commercial Cannabis Sites Alternative
- ▶ Alternative 3: Restricted Commercial Cannabis Cultivation Alternative
- ▶ Alternative 4: Reduced Commercial Cannabis Operations Alternative

These alternatives are evaluated for their ability to avoid or substantially lessen the impacts of the proposed project identified in the Final EIR, as well as consideration of their ability to meet the basic objectives of the proposed project as described in the Final EIR.

### 1.3.1 No Project Alternative

#### DESCRIPTION

This alternative would consist of continued implementation of the existing ordinances that make up the Cannabis Program:

- ▶ cultivation (Ordinances 315-823, 315-829, 315-830, 315-841, and 315-843),
- ▶ testing (Ordinance 315-824),
- ▶ nurseries (Ordinances 315-826, 315-827, and 315-833),
- ▶ distribution (Ordinances 315-828 and 315-834),
- ▶ non-storefront retail (Ordinance 315-835),
- ▶ microbusiness (Ordinance 315-837), and
- ▶ manufacturing (Ordinances 315-838 and 315-842).

The No Project Alternative would not include the proposed amendment to Section S315-843(1)(i) to increase the Designated Area (land area used to support the cultivation operation) from 200 percent to 250 percent of the licensed cannabis canopy area for cultivation activities. This would result in the potential for approximately 287 acres of land area disturbed for cannabis cultivation (a reduction of approximately 72 acres as compared to the proposed Cannabis Program).

#### FINDING

The Board rejects the No Project Alternative as undesirable as it fails to provide substantial reductions or avoidance of significant environmental impacts identified for the project, and because specific economic, legal, social, technological or other considerations make the alternative infeasible.

#### RATIONALE

As identified in Final EIR Chapter 5, "Alternatives," the No Project Alternative would not provide any substantial reduction or avoidance of significant environmental impacts of the project. The No Project Alternative would also not provide additional flexibility in cannabis cultivation site operations by not including the expansion of the Designated area.

## 1.3.2 Siting Limitation for Commercial Cannabis Sites Alternative

### DESCRIPTION

This alternative would include a new performance standard in all the ordinances of the Cannabis Program that would require all new commercial cannabis cultivation and noncultivation uses to be located on sites that have already been developed or otherwise disturbed (graded and vegetation removed). Ordinance 315-843 would also include an additional performance standard that establishes a moratorium on the issuance of new commercial cultivation in the following Cannabis Priority Watersheds designated by the SWRCB: Upper South Fork Trinity River, Middle South Fork Trinity River, Lower South Fork Trinity River, Upper Hayfork Creek, and the Lower Hayfork Creek. As described in Section 3.10, "Hydrology and Water Quality," Cannabis Priority Watersheds are designated due to a high concentration of cannabis cultivation; noncompliant cannabis cultivation in these areas has the potential to cause adverse effects on the watersheds.

### FINDING

The Board rejects the Siting Limitation for Commercial Cannabis Sites Alternative as undesirable as it restricts cannabis cultivation uses within an area of the county that currently contains several licensed cultivation sites and would not provide flexibility for cannabis cultivation site development. Further, while it would achieve most project objectives, it would not achieve them to the extent of the project. Therefore, the Board declines to adopt this alternative pursuant to the standards in CEQA and the CEQA Guidelines.

### RATIONALE

The Siting Limitation for Commercial Cannabis Sites Alternative would establish a moratorium on the issuance of new commercial cultivation in the following Cannabis Priority Watersheds designated by the SWRCB: Upper South Fork Trinity River, Middle South Fork Trinity River, Lower South Fork Trinity River, Upper Hayfork Creek, and the Lower Hayfork Creek. CDFW has not notified CDFA that cannabis cultivation is causing significant adverse impacts on the environment in these watersheds pursuant to California Code of Regulations 8216 that would cease the issuance of licenses. These watersheds make up a significant portion of the County that already contains numerous licensed cultivation sites (Final EIR Volume 2 Figure 3.10-4).

The Board, while acknowledging the application of the adopted mitigations, considers this restriction (as well as restriction to existing disturbed sites) too restrictive for successful and regulated cannabis cultivation development. Through the effective and stable regulation of legal cannabis operations, the amended Cannabis Program is anticipated to have a positive effect on stabilization of real estate values that have been influenced by cannabis operations and the fluctuation of regulatory frameworks at the State and County levels. The restriction of siting cannabis operations in the watersheds described in this alternative could lead to destabilization of local economies and communities based on a preexisting culture of acceptance and participation in the cannabis industry.

## 1.3.3 Restricted Commercial Cannabis Operations Alternative

### DESCRIPTION

Alternative 3 would modify the Cannabis Program provisions for commercial cultivation in Ordinance 315-843 to reduce the total number of cultivation licenses allowed from 530 to 280. This would reduce the total allowed licensed canopy for cultivation by approximately 68 acres and the Designated Area by approximately 169 acres as compared to the proposed Cannabis Program. All other aspects of the Cannabis Program would remain in place.

## FINDING

The Board rejects the Restricted Commercial Cannabis Cultivation Alternative as undesirable as it restricts the extent of existing and future licensed cannabis cultivation sites and the ability to allow existing illegal cultivation sites to become licensed. For the reasons set forth below and more fully described in Final EIR and in the record of proceeding, the Board find that Alternative 3 is infeasible as it meets the project objectives to a lesser extent than the project. Therefore, the Board declines to adopt this alternative pursuant to the standards in CEQA and the CEQA Guidelines.

## RATIONALE

The Restricted Commercial Cannabis Cultivation Alternative would restrict the number of licensed cannabis cultivation sites to 280 that is below the total number of sites licensed by the County as of December 2018 (286) (Final EIR Volume 2 page 2-1). The County believes that the best approach to regulating cannabis operations is through the implementation of the Cannabis Program with a cultivation license cap of 530. This license cap under the Cannabis Program was established by the County as the acceptable number of total commercial cannabis cultivation licenses and will result in the conversion of some current illegal cultivation sites to legal sites with operators who agree to comply with County and State regulations. This limitation of available licenses, in combination with the eradication of illegal operators who choose to avoid or ignore the permitting process, is expected to provide a regulated cannabis cultivation industry that can be adequately regulated by County government resources (e.g., inspection and enforcement) and meet the project objectives. This alternative would not provide as much new employment opportunities as the project (Cannabis Program is anticipated to generate 945 new jobs (Final EIR Volume 2 Table 2-3)).

### 1.3.4 Reduced Commercial Cannabis Operations Alternative

## DESCRIPTION

The Reduced Commercial Cannabis Operations Alternative (Alternative 4) would modify the Cannabis Program in the following manner:

- ▶ Restrict the siting of new commercial cannabis cultivation and noncultivation uses to sites that have already been developed or otherwise disturbed (graded and vegetation removed). Ordinance 315-843 would also include an additional performance standard that establishes a moratorium on the issuance of new commercial cultivation in the following Cannabis Priority Watersheds designated by the SWRCB: Upper South Fork Trinity River, Middle South Fork Trinity River, Lower South Fork Trinity River, Upper Hayfork Creek, and the Lower Hayfork Creek.
- ▶ Amend Ordinance 315-843 to reduce the total number of cultivation licenses allowed from 530 to 280.
- ▶ Amend Ordinance 315-843 to require new commercial cannabis cultivation operations to be operated within an enclosed building or greenhouse structure with a controlled ventilation and odor control system.

## FINDING

The Board rejects the Reduced Commercial Cannabis Operations Alternative as undesirable as it restricts the extent, type, and location of licensed cannabis cultivation sites and the ability to allow existing illegal cultivation sites to become licensed. For the reasons set forth below and more fully described in Final EIR and in the record of proceeding, the Board find that Alternative 4 is infeasible as it meets the project objectives to a lesser extent than the project. Therefore, the Board declines to adopt this alternative pursuant to the standards in CEQA and the CEQA Guidelines.

## RATIONALE

The Reduced Commercial Cannabis Operations Alternative would restrict the number of licensed cannabis cultivation sites to 280 that is below the total number of sites licensed by the County as of December 2018 (286) (Final EIR Volume 2 page 2-1) as well as require all cannabis cultivation to be placed within enclosed structures to control odors. This alternative would also establish a moratorium on the issuance of new commercial cultivation in the following Cannabis Priority Watersheds designated by the SWRCB: Upper South Fork Trinity River, Middle South Fork Trinity River, Lower South Fork Trinity River, Upper Hayfork Creek, and the Lower Hayfork Creek.

The County believes that the best approach to regulating cannabis operations is through the implementation of the Cannabis Program with a cultivation license cap of 530. This license cap under the Cannabis Program was established by the County as the acceptable number of total commercial cannabis cultivation licenses and will result in the conversion of some current illegal cultivation sites to legal sites with operators who agree to comply with County and State regulations. This limitation of available licenses to 530, in combination with the eradication of illegal operators who choose to avoid or ignore the permitting process, is expected to provide a regulated cannabis cultivation industry that can be adequately regulated by County government resources (e.g., inspection and enforcement) and meet the project objectives. The Board considers this restriction of licensed cultivation sites proposed in this Alternative to be too restrictive to improve existing conditions associated with illegal cannabis cultivation impacts. The Board also wishes to promote the success of licensed cultivation sites and finds that placement of cannabis cultivation indoors may result in limiting a licensee's ability to successfully compete in the competitive regulated market through brand development of cannabis products based on County geographic and cultural characteristics.

The Cannabis Priority Watersheds make up a significant portion of the County that already contains numerous licensed cultivation sites (Final EIR Volume 2 Figure 3.10-4). The Board, while acknowledging the application of the adopted mitigations, considers this restriction (as well as restriction to existing disturbed sites) too restrictive to allow flexibility of cannabis cultivation development. Through the effective and stable regulation of legal cannabis operations, the amended Cannabis Program is anticipated to have a positive effect on stabilization of real estate values that have been influenced by cannabis operations and the fluctuation of regulatory frameworks at the State and County levels. The restriction of siting cannabis operations in the watersheds described in this alternative could lead to destabilization of local economies and communities based on a preexisting culture of acceptance and participation in the cannabis industry. This alternative would also not provide as much new employment opportunities as the project (Cannabis Program is anticipated to generate 945 new jobs (Final EIR Volume 2 Table 2-3)).

## 1.4 GENERAL CEQA FINDINGS

### 1.4.1 Mitigation Monitoring and Reporting Program

Based on the entire record before the Board and having considered the unavoidable significant impacts of the project, the Board hereby determines that all feasible mitigation within the responsibility and jurisdiction of the County has been adopted to reduce or avoid the potentially significant impacts identified in the Final EIR, and that no additional feasible mitigation is available to further reduce significant impacts. The feasible mitigation measures are discussed in Sections 1.2.3 and 1.2.4, above, and are set forth in the mitigation monitoring and reporting program (MMRP).

Section 21081.6 of the Public Resources Code requires the Board to adopt a monitoring or compliance program regarding the changes in the project and mitigation measures imposed to lessen or avoid significant effects on the environment. The MMRP for the Cannabis Program is hereby adopted by the Board because it fulfills the CEQA mitigation monitoring requirements through incorporation into the Cannabis Program.

## 1.4.2 CEQA Guidelines Section 15091 and 15092 Findings

Based on the foregoing findings and the information contained in the administrative record, the Board has made one or more of the following findings with respect to each of the significant effects of the project:

1. Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.
2. Those changes or alterations are within the responsibility and jurisdiction of another public agency and such changes have been adopted by such other agency, or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly-trained workers, make infeasible the mitigation measures or alternatives identified in the Final EIR.

Based on the foregoing findings and the information contained in the administrative record, and as conditioned by the foregoing:

1. All significant effects on the environment due to the project have been eliminated or substantially lessened where feasible.
2. Any remaining significant effects that have been found to be unavoidable are acceptable due to the overriding considerations set forth herein.

## 1.4.3 Board of Supervisors Independent Judgment

The Final EIR for the Cannabis Program reflects the Board's independent judgment. The Board has exercised independent judgment in accordance with Public Resources Code 21082.1(c)(3) in retaining its own environmental consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

Having received, reviewed, and considered the information in the Final EIR, as well as any and all other information in the record, the Board hereby makes findings pursuant to and in accordance with Sections 21081, 21081.5, and 21081.6 of the Public Resources Code.

## 1.4.4 Nature of Findings

Any findings made by the Board shall be deemed made, regardless of where it appears in this document. All of the language included in this document constitutes findings by the Board, whether or not any particular sentence or clause includes a statement to that effect. The Board intends that these findings be considered as an integrated whole and, whether or not any part of these findings fail to cross-reference or incorporate by reference any other part of these findings, that any finding required or committed to be made by the Board with respect to any particular subject matter of the Final EIR, shall be deemed to be made if it appears in any portion of these findings.

## 1.4.5 Reliance on Record

Each and all of the findings and determinations contained herein are based on substantial evidence, both oral and written, contained in the administrative record relating to the project. As required pursuant to Public Resources Code Section 15091(h) the location of the administrative record will be the Trinity County Planning Department and the custodian will be the Director of that department.

## RECORD OF PROCEEDINGS

In accordance with PRC Section 21167.6(e), the record of proceedings for the Board' decision on the project includes the following documents:

- ▶ The NOP for the project and all other public notices issued in conjunction with the project;
- ▶ All comments submitted by agencies or members of the public during the comment period on the NOP;
- ▶ The Draft EIR for the project and all appendices;
- ▶ All comments submitted by agencies or members of the public during the comment period on the Draft EIR;
- ▶ The Final EIR for the project, including comments received on the Draft EIR, responses to those comments, and appendices;
- ▶ Documents cited or referenced in the Draft EIR and Final EIR;
- ▶ The MMRP for the project;
- ▶ All findings and resolutions adopted by the Board in connection with the project and all documents cited or referred to therein;
- ▶ All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the project prepared in compliance with the requirements of CEQA and with respect to the Board's action on the project;
- ▶ All documents submitted by other public agencies or members of the public in connection with the project, up through the close of the final public hearing;
- ▶ Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held in connection with the project;
- ▶ Any documentary or other evidence submitted at such information sessions, public meetings, and public hearings;
- ▶ Any and all resolutions adopted by the County regarding the project, and all staff reports, analyses, and summaries related to the adoption of those resolutions;
- ▶ Matters of common knowledge, including, but not limited to federal, state, and local laws and regulations;
- ▶ Any documents expressly cited in these findings and any documents incorporated by reference, in addition to those cited above;
- ▶ Any other written materials relevant to the Board's compliance with CEQA or its decision on the merits of the project, including any documents or portions thereof, that were released for public review, relied upon in the environmental documents prepared for the project, or included in the Board non-privileged retained files for the EIR or project; and
- ▶ Any other materials required for the record of proceedings by PRC Section 21167.6(e).

The Board intends that only those documents relating to the project and its compliance with CEQA and prepared, owned, used, or retained by the Board and listed above shall comprise the administrative record for the project. Only that evidence was presented to, considered by, and ultimately before the Board prior to reviewing and reaching its decision on the EIR and project.

## CUSTODIAN OF RECORDS

The custodian of the documents or other material that constitute the record of proceedings upon which the Board' decision is based is identified as follows:

Trinity County Planning Department  
P.O. Box 2819  
61 Airport Road  
Weaverville, CA 96093

## RECIRCULATION NOT REQUIRED

CEQA Guidelines Section 15088.5 provides the criteria that a lead agency is to consider when deciding whether it is required to recirculate an EIR. Recirculation is required when “significant new information” is added to the EIR after public notice of the availability of the Draft EIR is given, but before certification. (CEQA Guidelines, Section 15088.5(a).) “Significant new information,” as defined in CEQA Guidelines Section 15088.5(a), means information added to an EIR that changes the EIR so as to deprive the public of a meaningful opportunity to comment on a “substantial adverse environmental effect” or a “feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project’s proponents have declined to implement.”

An example of significant new information provided by the CEQA Guidelines is a disclosure showing that a “new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented;” that a “substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted to reduce the impact to a level of insignificance;” or that a “feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project’s proponents decline to adopt it.” (CEQA Guidelines, Section 15088.5(a)(1)-(3).)

Recirculation is not required where “the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.” (CEQA Guidelines, Section 15088.5(b).) Recirculation also is not required simply because new information is added to the EIR — indeed, new information is oftentimes added given CEQA’s public/agency comment and response process and CEQA’s post-Draft EIR circulation requirement of proposed responses to comments submitted by public agencies. In short, recirculation is “intended to be an exception rather than the general rule.” (Laurel Heights Improvement Assn. v. Regents of University of California (1993) 6 Cal.4th 1112, 1132.)

In this legal context, the Board finds that recirculation of the Draft EIR prior to certification is not required. In addition to providing responses to comments, the Final EIR includes revisions to expand upon information presented in the Draft EIR; explain or enhance the evidentiary basis for the Draft EIR’s findings; update information; and to make clarifications, amplifications, updates, or helpful revisions to the Draft EIR. The Final EIR’s revisions, clarifications and/or updates do not result in any new significant impacts or increase the severity of a previously identified significant impact.

In sum, the Final EIR demonstrates that the project will not result in any new significant impacts or increase the severity of a significant impact, as compared to the analysis presented in the Draft EIR. The changes reflected in the Final EIR also do not indicate that meaningful public review of the Draft EIR was precluded in the first instance. Accordingly, recirculation of the EIR is not required as revisions to the EIR are not significant as defined in Section 15088.5 of the State CEQA Guidelines.

## 1.5 CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT

The Board certifies that the Final EIR, dated November 2020, has been completed in compliance with CEQA and the CEQA Guidelines, that the EIR was presented to the Board, and that the Board reviewed and considered the information contained therein before approving the proposed Cannabis Program as the project, and that the EIR reflects the independent judgment and analysis of the Board. (CEQA Guidelines Section 15090)



## 2 STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to Public Resources Code Section 21081(b) and CEQA Guidelines section 15093(a) and (b), the Board is required to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological or other benefits of the project, including region-wide or statewide environmental benefits, outweigh the unavoidable adverse environmental effects, those effects may be considered "acceptable" (CEQA Guidelines, Section 15093 (a)). CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. Those reasons must be based on substantial evidence in the Final EIR or elsewhere in the administrative record (CEQA Guidelines, Section 15093(b)).

Courts have upheld overriding considerations that were based on a variety of policy considerations including, but not limited to, new jobs, stronger tax base, and implementation of an agency's economic development goals, growth management policies, redevelopment plans, the need for housing and employment, conformity to community plan, and provision of construction jobs. See *Towards Responsibility in Planning v. City Council* (1988) 200 Cal App. 3d 671; *Dusek v. Redevelopment Agency* (1985) 173 Cal App. 3d 1029; *City of Poway v City of San Diego* (1984) 155 Cal App. 3d 1037; *Markley v. City Council* (1982) 131 Cal App.3d 656. In accordance with the requirements of CEQA and the CEQA Guidelines, the Board finds that the mitigation measures identified in the Final EIR and the MMRP, when implemented, will avoid or substantially lessen many of the significant effects identified in the Final EIR for the proposed Cannabis Program Project (hereinafter, Cannabis Program or Project). However, certain significant impacts of the Cannabis Program are unavoidable even after incorporation of all feasible mitigation measures. These significant unavoidable impacts are to air quality and noise. The Final EIR provides detailed information regarding these impacts (see Section 1.2.4 Potentially Significant Impacts that Cannot be Mitigated Below a Level of Significance).

The Board finds that all feasible mitigation measures identified in the Final EIR within the purview of County will be implemented with implementation of the Cannabis Program, and that the remaining significant unavoidable effects are outweighed and are found to be acceptable due to the following specific overriding economic, legal, social, technological, or other benefits based upon the facts set forth above, the Final EIR, and the record, as follows:

1. Illegal cannabis cultivation has resulted in serious concerns among regulators, environmentalists, and the general public. These concerns have resulted in the desire by many agencies, including Trinity County, to develop and implement regulations as well as enforcement activities (e.g., Watershed Enforcement Team operated by the California Department of Fish and Wildlife) that address, control, and minimize environmental impacts from cannabis operations.
2. The best approach to regulating cannabis operations in the County is through the implementation of the Cannabis Program. The license cap under the Cannabis Program establishes an acceptable number of total commercial cannabis cultivation licenses and will result in the conversion of some current illegal cultivation sites to legal sites with operators who agree to comply with County and State regulations. This limitation of available licenses, in combination with the eradication of illegal operators who choose to avoid or ignore the permitting process, is expected to provide a regulated cannabis cultivation industry that can be adequately regulated by County government resources (e.g., inspection and enforcement) and meet the project objectives.
3. Cannabis Program is anticipated to generate additional employment opportunities through the creation of up to 945 new permanent jobs. (Final EIR Volume 2 Table 2-3)
4. Through the effective and stable regulation of legal cannabis operations, the amended Cannabis Program is anticipated to have a positive effect on stabilization of real estate values that have been influenced by cannabis operations and the fluctuation of regulatory frameworks at the State and County levels. Further, the amended Cannabis Program is anticipated to stabilize the community of Program participants, thereby reducing the level of program turnover and resulting in fewer environmental impacts.

Considering all the factors, the Board finds that there are specific economic, legal, social, technological, and other considerations associated with the project that serve to override and outweigh the project's significant unavoidable effects and, thus, the adverse effects are considered acceptable. Therefore, the Board hereby adopts this Statement of Overriding Considerations.

## ATTACHMENT B

### MITIGATION MONITORING AND REPORTING PROGRAM

The California Environmental Quality Act (CEQA) requires public agencies to report on and/or monitor measures adopted as part of the environmental review process (see Public Resources Code Section 21081.6 and CEQA Guidelines Sections 15091[d] and 15097).

This mitigation monitoring and reporting program (MMRP) identifies all relevant, feasible mitigation measures necessary to mitigate potentially significant and significant impacts attributable to the proposed project, which is adoption and implementation of the Cannabis Program, including issuance of cannabis licenses for future individual cannabis operations and activities. Each of these measures to reduce environmental effects has been incorporated into the Cannabis Program in the form of regulations and therefore, will be implemented and enforced through the implementation of the Cannabis Program. The timing of implementation of individual regulations will be ongoing as license applications of all types are received, processed, issued, inspected and/or renewed.

Public Resources Code Section 21081.6(b) and Section 15097(b) of the CEQA Guidelines establish that when the project examined in an EIR is a “plan-level document” such as a zoning ordinance, mitigation measures may be incorporated into the regulations. This is the approach that has been taken by the County with the proposed Cannabis Program.

### PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

This MMRP has been prepared to ensure that all required mitigation measures are implemented and completed in a satisfactory manner prior to implementation of the proposed ordinance. The attached table has been prepared to assist the responsible parties in implementing the mitigation measures. The table identifies the impact, mitigation measures (as amended through the Final EIR), monitoring responsibility, mitigation timing, and provides space to confirm implementation of the mitigation measures. The numbering of mitigation measures follows the numbering sequence found in the EIR.

The Cannabis Program Final EIR identifies all relevant, feasible mitigation measures necessary and available to mitigate significant impacts to acceptable levels. As part of the Board of Supervisors’ adoption of the Cannabis Program and certification of the EIR, each of the measures are substantially incorporated into the Cannabis Program making the plan "self-mitigating" in that respect. The measures therefore will be implemented and enforced through the application of the Cannabis Program to individual cannabis projects.

### ROLES AND RESPONSIBILITIES

Unless otherwise specified herein, the County is responsible for taking all actions necessary to implement the mitigation measures under its jurisdiction according to the specifications provided for each measure and for demonstrating that the action has been successfully completed.

### REPORTING

The County shall document and describe compliance of future cannabis projects with the required mitigation measures as part of processing cannabis applications under the Cannabis Program. The staff analysis of the

merits of each proposed cannabis use will include a determination of consistency and compliance with the adopted Cannabis Program.

## MITIGATION MONITORING AND REPORTING PROGRAM TABLE

The categories identified in the attached MMRP table are described below.

- Mitigation Measure – This column provides the verbatim text of the adopted mitigation measure
- Implementation Responsibility – This column identifies the party responsible for implementing the mitigation measure.
- Timing – This column identifies the time frame in which the mitigation will be implemented.
- Verification – This column may be dated and signed by the person (either project manager or his/her designee) responsible for verifying compliance with the requirements of the mitigation measure.

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
<p>3.1 Aesthetics</p>	<p><b>Mitigation Measure 3.1-1a: Screen Cultivation Sites from County Scenic Roadways</b>                      Section 315-843(6) will be amended to include the following new performance standard:</p> <ul style="list-style-type: none"> <li>License applications for new cultivation sites and requests for license renewal for sites located within 0.5 mile of a County-designated scenic roadway will provide details on methods to screen the cultivation site from public views along the scenic roadway so that the developed site conditions blends with the existing visual character of the viewshed and does not dominate the view. Screening may be accomplished through retention of perimeter trees and other vegetation, revegetation with locally appropriate native vegetation as part of site modification or closure, or other methods determined acceptable to the County. This requirement will not apply to cultivation sites that demonstrate the site is not visible from the scenic roadway. Due to the topography of specific sites, a fence may not be adequate to screen a cultivation site from the roadway. For these sites, perimeter trees and other vegetation shall be used.</li> </ul> <p><b>Mitigation Measure 3.1-1b: Maintain Cultivation Premises</b>                      Section 315-843(6) will be amended to include the following new performance standard:</p> <ul style="list-style-type: none"> <li>License applications for new cultivation sites and requests for license renewal will maintain the premises clear of trash and debris piles. No trash or debris, including abandoned cars, various woody materials, plastic tarps, cannabis waste, or household appliances, will be allowed to accumulate on the premises for a period greater than two weeks for the life of the license. The County will inspect compliance with this measure prior to license renewal.</li> </ul> <p><b>Mitigation Measure 3.1-1c: Fence Cultivation Site</b>                      Section 315-843(6) will be amended to include the following new performance standard:</p> <ul style="list-style-type: none"> <li>Covered and solid fencing shall be designed to blend with the surrounding rural or natural conditions of the parcel and will be maintained in good working condition. If topography prevents fencing from being adequate screening, a vegetative fence will be maintained in good condition to comply with screening requirements. The County will inspect compliance with this measure prior to license renewal.</li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
3.3 Air Quality				
<p><b>Impact 3.3-1: Construction-Generated Emissions</b></p>	<p><b>Mitigation Measure 3.3-1a: Prohibit Burning Vegetation</b>                      The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis):</p> <ul style="list-style-type: none"> <li>• Prohibit the burning of vegetation that has been cleared for cultivation purposes unless proof is submitted that all required permits have been obtained, including, but not limited to, a standard burn permit and/or a non-standard burn permit. It should also be noted that CDFA regulations prohibit the burning of cannabis waste under CCR, Title 3, Division 8, Chapter 1, Section 8308.</li> </ul> <p><b>Mitigation Measure 3.3-1b: Implement Diesel Engine Exhaust Control Measures and Dust Control</b>                      The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):</p> <ul style="list-style-type: none"> <li>• All diesel-powered off-road equipment used in construction shall meet EPA’s Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available construction equipment can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors.</li> <li>• Construction activities will implement measures to control dust such as:                         <ul style="list-style-type: none"> <li>○ Water all exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) two times per day.</li> <li>○ Cover all haul trucks transporting soil, sand, or other loose material off-site.</li> </ul> </li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>o Remove all visible mud or dirt track-out onto adjacent roads.</li> <li>o Limit all construction vehicle speeds on unpaved roads to 15 miles per hour.</li> </ul> <p><b>Mitigation Measure 3.3-1c: Use Alternative Fuels</b>                      The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):</p> <ul style="list-style-type: none"> <li>• Renewable diesel (RD) fuel shall be used in diesel-powered construction equipment if commercially available in reasonable proximity. RD fuel must meet the following criteria:                             <ul style="list-style-type: none"> <li>o meet California’s Low Carbon Fuel Standards and be certified by CARB Executive Officer;</li> <li>o be hydrogenation-derived (reaction with hydrogen at high temperatures) from 100 percent biomass material (i.e., non-petroleum sources), such as animal fats and vegetables;</li> <li>o contain no fatty acids or functionalized fatty acid esters; and</li> <li>o have a chemical structure that is identical to petroleum-based diesel and complies with American Society for Testing and Materials D975 requirements for diesel fuels to ensure compatibility with all existing diesel engines.</li> </ul> </li> </ul> <p>The County shall require implementation of this measure of the licensed entities building a new cannabis site.</p>			
<p><b>Impact 3.3-2: Long-Term Operational Emissions</b></p>	<p><b>Mitigation Measure 3.3-2a: Limit the Use of Fossil Fuel–Powered Outdoor Power Equipment at All Commercial Cannabis Cultivation and Noncultivation Sites</b>                      The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):</p>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>Limit the use of off-road equipment that is powered by gasoline, diesel, or other fossil fuels where available. This requirement does not apply to generators.</li> </ul> <p><b>Mitigation Measure 3.3-2b: Require Use of Low Emission Diesel Back-Up Generators at All Commercial Cannabis Cultivation and Noncultivation Sites</b>                      The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):</p> <ul style="list-style-type: none"> <li>All generators shall meet EPA's Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available model can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors.</li> </ul>			
<p><b>Impact 3.3-3: Exposure of People to Objectionable Odors</b></p>	<p><b>Mitigation Measure 3.3-3: Implement Odor Control Plan for the Growing, Cultivating, Processing, Handling of Cannabis</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>This mitigation shall not apply to lands zoned Agricultural, Agriculture-Forest, or Agricultural Preserve.</li> <li>Cannabis sites shall develop and implement an odor control plan that contains the following requirements as appropriate for each cannabis use:                             <ul style="list-style-type: none"> <li>Identify and describe odor-emitting activities and the nature and characteristics of the emissions.</li> </ul> </li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	



**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>○ Location and distance of sensitive receptors (e.g., residents, youth-oriented facilities, schools, churches, residential treatment centers) from the site.</li> <li>○ Demonstrate that the cannabis site’s distance to receptors, wind direction, and local topographic conditions would not result in detection of cannabis odors by off-site sensitive receptors that would create a nuisance.</li> <li>○ If off-site odor nuisance impacts cannot be avoided without odor controls, identify procedures and controls for reducing/controlling odors on-site, including the following as applicable to the cannabis use and license type (outdoor, mixed-light, and indoor). The operator may propose a numeric odor detection threshold for on-site operations (such as dilution-to-threshold standard that is verified by persons of normal odor sensitivity as defined by European Standard EN 13725) subject to County review and approval.<sup>1</sup> <ul style="list-style-type: none"> <li>▪ All fully enclosed and secure structures that contain cannabis plants or products that generate odors will employ mechanical ventilation controls, carbon filtration, or other equivalent or superior method(s) to eliminate the detection of cannabis off the parcel. This will include all drying and processing of cannabis plant material recently harvested.</li> <li>▪ Outdoor operations may include different plant strains and smaller grow areas or relocation of outdoor activities indoors or, in a mixed-light facility contained within an enclosed structure, use of site design or other technology and/or use of odor easements to address odor impacts.</li> <li>▪ Corrective actions to address County-verified off-site odor complaints will be identified and methods to be developed and applied for the next harvest to minimize off-site odor impacts so that they do not conflict with other applicable standards of the</li> </ul> </li> </ul>			

<sup>1</sup> The use of a dilution-to-threshold (D/T) standard is based on scientific publications on odor pollution control that have identified that odors above 7 D/T will often result in complaints (i.e., objectionable), with 15 D/T often described as a nuisance, and odors above 30 D/T described as a serious nuisance (i.e., nauseating) (McGinley 2000; Huey et al. 1960).

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	County’s Cannabis Program or State license requirements.			
<b>3.4 Biological Resources</b>				
<p><b>Impact 3.4-1: Disturbance to or Loss of Special-Status Plant Species and Habitat</b></p>	<p><b>Mitigation Measure 3.4-1a: Conduct Preapproval Biological Reconnaissance Surveys</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). This mitigation measure will determine whether there is potential for 103 special-status plants, 38 special-status wildlife, or sensitive habitats identified in the Cannabis Program, EIR to be present within a proposed commercial cannabis operation seeking a permit or licensed from the County:</p> <ul style="list-style-type: none"> <li>• Prior to approval of any application for commercial cannabis operations or renewal of an existing licensed cultivation site that is planning to expand its Designated Area, a biological reconnaissance survey shall be conducted by a qualified biologist approved by the County. The survey area shall include the proposed development area, including areas of anticipated construction and ground disturbance, as well as staging areas, areas of anticipated light or noise impact, ingress and egress routes, and utility routes. The survey area shall be large enough to encompass areas subject to both direct and indirect impacts. The qualified biologist shall assess the habitat suitability of the proposed development area for all special-status plant, wildlife species, and sensitive habitats identified as having potential to occur in the county. The biologist shall provide a letter report to the project applicant and the County with evidence to support a conclusion as to whether special-status species and sensitive habitats are present or are likely to occur within the proposed development area. At a minimum, the letter report shall include:                         <ul style="list-style-type: none"> <li>○ date, time, and weather conditions during the survey;</li> <li>○ a description and explanation of whether the site conditions during the survey are considered typical or atypical;</li> <li>○ a map depicting the proposed development area and the unique, rare, and special-status species, sensitive habitats, or sensitive natural communities found;</li> </ul> </li> </ul>	Trinity County	This will be incorporated into the Cannabis Program.  This requirement will be applied to cannabis licenses.	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>○ a vegetation map of the proposed development area using the National Vegetation Classification System (e.g., A Manual of California Vegetation) and an associated table, including acreage of vegetation types that could be adversely affected by project implementation;</li> <li>○ a special-status species table generated from review of the CNDDDB, the California Native Plant Society Inventory of Rare and Endangered Plants, lists maintained by USFWS, and the most recent, best-available range information for special-status species;</li> <li>○ a description of survey methods and any protocols utilized during the survey; and</li> <li>○ a list of common and special-status species and habitats observed in the proposed development area.</li> </ul> <ul style="list-style-type: none"> <li>● If the reconnaissance survey identifies no potential for special-status plant, wildlife species, or sensitive habitats to occur, the applicant will not be subject any additional biological resource protection measures identified in the ordinance.</li> <li>● If special-status species or sensitive habitats are present, the letter report will include a discussion of potential direct and indirect impacts on these resources, and the appropriate biological resource protection measures identified in Mitigation Measures 3.4-1b, 3.4-2a through 3.4-2o, 3.4-4a, 3.4-4b, 3.4-5, and 3.4-6b will be included in the letter report and shall be implemented.</li> </ul> <p><b>Mitigation Measure 3.4-1b: Conduct Special-Status Plant Surveys and Implement Avoidance Measures and Mitigation</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ:</p> <ul style="list-style-type: none"> <li>● Prior to commencement of new development related to cannabis activities or the expansion of the Designated Area for existing licensed cultivation sites and during the blooming period for the special-status plant species</li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>with potential to occur on the site, a qualified botanist approved by the County shall conduct protocol-level surveys for special-status plants in all proposed disturbance areas following survey methods from CDFW's Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFW 2018a).</p> <ul style="list-style-type: none"> <li>• If special-status plants are not found, the botanist shall document the findings in a letter report to CDFW and the applicant, and no further mitigation will be required. Reports shall be submitted to CDFW via email at R1LSARedding@wildlife.ca.gov and shall include the project applicant's name, address, and Assessor's Parcel Number in the subject line.</li> <li>• If special-status plant species are found, the qualified botanist shall consult with CDFW to designate a no-disturbance buffer that will be reflected in the application to the County. If the special-status plant species cannot be avoided, the application will be denied.</li> </ul> <p><b>Mitigation Measure 3.4-1c: Implement Measures to Avoid Introduction or Spread of Invasive Plant Species</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ to avoid the introduction or spread of plants classified as invasive plant species by the California Invasive Plant Council:</p> <ul style="list-style-type: none"> <li>• The application will include identification of invasive plant species that occur on the site to the extent practicable and where they are located, including noxious weed species prioritized by the Trinity County Weed Management Association. The application will identify specific measures to be employed for the removal of invasive species and on-site management practices.</li> <li>• All invasive plant species shall be removed from the site using measures appropriate to the species to the extent practicable. For example, species that cannot easily reroor, resprout, or disperse seeds may be left on site in a debris pile. Species that resprout readily (e.g., English ivy) or disperse seeds (e.g., Pampas grass) should be hauled off-site and disposed of appropriately at a landfill site.</li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>Applicants shall monitor annually to ensure successful removal and prevention of new infestations of invasive species.</li> <li>Heavy equipment and other machinery shall be inspected for the presence of invasive species before on-site use, and shall be cleaned before entering the site, to reduce the risk of introducing invasive plant species.</li> <li>Only weed-free erosion control materials and mulch shall be used on-site.</li> </ul>			
<p><b>Impact 3.4-2: Disturbance to or Loss of Special-Status Wildlife Species and Habitat</b></p>	<p><b>Mitigation Measure 3.4-2a: Conduct Preconstruction Surveys for Special-Status Amphibians</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of special-status amphibian species from new development related to cannabis activities.</p> <ul style="list-style-type: none"> <li>If special-status amphibians are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as project design modifications, relocation of the site, relocation of individual animals, or installation of exclusionary fencing, will be necessary and appropriate.</li> <li>Regardless of detection during the initial biological reconnaissance survey, if suitable habitat for special-status amphibians is present within the proposed development area, a qualified biologist approved by the County and familiar with the life cycle of Cascades frog, foothill yellow-legged frog, Pacific tailed-frog, southern long-toed salamander, and southern torrent salamander shall conduct preconstruction surveys of proposed new development activities 48 hours before new development activities. Preconstruction surveys for special-status amphibians shall follow widely used and accepted standardized protocols that control for habitat type, seasonality, and environmental conditions, including the methods described in <i>Considerations for Conserving Foothill Yellow-Legged Frog</i> (CDFW 2018b), and <i>Visual Encounter Survey Protocol for Rana Boylii in</i></li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p><i>Lotic Environments</i> (UC Davis 2017). Preconstruction surveys for special-status amphibian species shall be conducted throughout the proposed construction area and at least a 400-foot buffer around the proposed development area. Surveys shall consist of “visual encounter” as well as “walk and turn” surveys of areas beneath surface objects (e.g., rocks, leaf litter, moss mats, coarse woody debris) for salamanders, and visual searches for frogs. Preconstruction surveys shall be conducted within the appropriate season to maximize potential for observation for each species, and appropriate surveys will be conducted for the applicable life stages (i.e., eggs, larvae, adults).</p> <ul style="list-style-type: none"> <li>• If special-status amphibians are not detected during the preconstruction survey, then further mitigation is not required.</li> <li>• If special-status amphibians are detected during the preconstruction survey, work on the site shall not commence until the applicant has consulted with CDFW as described above. Injury to or mortality of special-status amphibians will be avoided by modifying project design, relocating the cultivation site, or relocating individual animals. If impacts to Cascades frog or foothill yellow-legged frog (both listed under CESA) are unavoidable, then the applicant will submit an incidental take permit (ITP) application to CDFW and receive take authorization before commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual Cascades frogs or foothill yellow-legged frogs, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.</li> </ul> <p><b>Mitigation Measure 3.4-2b: Conduct Surveys for Western Pond Turtle and Relocate Individuals</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of western pond turtle from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>• If pond turtles are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a), preconstruction surveys, or are</li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>determined to be likely to occur, consultation with CDFW shall be initiated to determine whether additional measures, such as project design modifications, relocation of the site, relocation of individual animals by a qualified biologist with a valid CDFW Scientific Collecting Permit, or installation of exclusionary fencing, will be necessary and appropriate.</p> <ul style="list-style-type: none"> <li>• Regardless of detection during the initial biological reconnaissance survey, if suitable aquatic habitat for western pond turtle is present within the proposed development area, a qualified biologist approved by the County and familiar with the life history of western pond turtle shall conduct preconstruction surveys of proposed new development activities within 200 feet of any aquatic habitat 24 hours before such development activities.</li> <li>• If pond turtles are not detected during the preconstruction survey, then further mitigation is not required.</li> <li>• If pond turtles are detected during the preconstruction survey, then consultation with CDFW shall be initiated as described above. Injury or mortality of western pond turtle will be avoided through project design modification, cultivation site relocation, or relocation of the turtle by a qualified biologist with a valid CDFW Scientific Collecting Permit. If relocation of western pond turtles is determined to be necessary, turtles shall be relocated to similar nearby habitat free of predators (e.g., racoon, coyote, raptors, bullfrog, nonnative turtles, other western pond turtles) as determined by the qualified biologist. If western pond turtles are relocated, a report shall be submitted electronically to CDFW within 15 days of the relocation. The report shall include the location, date, time, and duration of collection and release; the number of individuals relocated; and identification of the qualified biologist.</li> </ul> <p><b>Mitigation Measure 3.4-2c: Conduct Preconstruction Nesting Raptor Surveys and Establish Protective Buffers</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of nesting raptors from new development related to cannabis activities:</p>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>• To minimize the potential for loss of nesting raptors, tree removal activities shall occur only during the nonbreeding season (September 1–January 31).</li> <li>• Prior to removal of any trees or ground-disturbing activities between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nesting raptors and shall identify active nests within 500 feet of the proposed development area. The surveys shall be conducted between February 1 and August 31.</li> <li>• Impacts to nesting raptors, including direct impacts and indirect impacts (e.g., noise, presence of construction crews) shall be avoided by establishing appropriate buffers around active nest sites identified during preconstruction raptor surveys. Factors to be considered for determining buffer size will include the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline levels of noise and human activity. Buffer size if the qualified biologist and the applicant, in consultation with CDFW, determine that such an adjustment would not be likely to adversely affect the nest. The buffer areas shall be protected with construction fencing, and no activity shall occur within the buffer areas until the qualified biologist has determined, in coordination with CDFW, that the young have fledged, the nest is no longer active, or reducing the buffer would not likely result in nest abandonment. Monitoring of the nest by a qualified biologist approved by the County during and after construction activities (e.g., ground disturbance, vegetation removal, installation cultivation sites) will be required if the activity has potential to adversely affect the nest.</li> <li>• Removal of bald and golden eagle nests is prohibited regardless of the occupancy status under the federal Bald and Golden Eagle Protection Act. If bald or golden eagle nests are found during preconstruction surveys, then the nest tree shall not be removed.</li> <li>• Trees shall not be removed during the breeding season for nesting raptors unless a survey by the qualified biologist verifies that there is not an active nest in the tree.</li> </ul> <p><b>Mitigation Measure 3.4-2d: Conduct Northern Spotted Owl Preconstruction Habitat Suitability Surveys and Determine Presence or Absence of the Species</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required</p>			



**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of northern spotted owl from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>• To avoid the potential for loss of northern spotted owl and their nests, or loss or fragmentation of occupied or suitable habitat for northern spotted owl, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.</li> <li>• If the area of proposed new development activities (e.g., any application for commercial cannabis operations or renewal of an existing licensed cultivation site that is planning to expand its Designated Area) is within suitable habitat for northern spotted owl (e.g., coniferous forest), and is within 1.3 miles (average species home range) of a known occurrence of northern spotted owl, as determined by a qualified biologist familiar with the species and protocol, and approved by the County, the following measures shall be followed:</li> <li>• Prior to removal of any trees, or ground-disturbing activities adjacent or within suitable nesting, roosting, or foraging habitat (e.g., forest clearings) for spotted owl, a qualified biologist approved by the County and familiar with the life history of the northern spotted owl shall conduct preconstruction surveys for nests within a 1.3-mile buffer around the site as described in Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (USFWS 2012). Surveys shall take place between March 1 and August 31. Three complete surveys spaced at least 7 days apart must be completed by June 30. Six complete surveys over the course of 2 years must be completed to determine presence or absence of northern spotted owl.</li> <li>• If northern spotted owls are determined to be absent 1.3 miles from the site, then further mitigation is not required.</li> <li>• If northern spotted owls are determined to be present within 1.3 miles of the site, then it is presumed that habitat removal could cause harm to northern spotted owl populations in the area and could result in direct take of northern spotted owls. If northern spotted owls are determined to be present within 1.3 miles of the site, proposed cultivation activities, including expansion of an existing Designated Area, will not be permitted.</li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p><b>Mitigation Measure 3.4-2e: Conduct Preconstruction Special-Status Nesting Bird Surveys and Establish Protective Buffers</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>• To minimize the potential for disturbance to or loss of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests, vegetation removal activities shall occur only during the nonbreeding season (September 1-January 31).</li> <li>• If little willow flycatcher is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or is determined to be likely to occur based on the presence of suitable habitat, a protocol-level survey shall be conducted by a qualified biologist familiar with the species and the protocol prior to removal of any vegetation or any ground disturbance. The protocol-level survey shall utilize methods outlined in <i>A Willow Flycatcher Survey Protocol for California</i> (Bombay et al. 2003).</li> <li>• If little willow flycatcher is determined to be present during the protocol-level survey, no development activity shall occur during the breeding season (May 1 through August 31) in and within 300 feet of the little willow flycatcher habitat. Development activities within or adjacent to identified little willow flycatcher habitat shall not damage or destroy willows or other riparian shrubs unless agreed upon through consultation with CDFW.</li> <li>• If olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat, prior to removal of any vegetation or any ground disturbance between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nests on any structure or vegetation planned for removal. The surveys shall be conducted no more than 7 days before construction commences. If no</li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>active nests are found during focused surveys, no further action under this measure will be required. If active nests are located during the preconstruction surveys, the biologist shall notify the Planning Director and CDFW. If deemed necessary by the Planning Director in consultation with CDFW, modifications to the project design to avoid removal of occupied habitat while still achieving project objectives may be required. If the County determines in consultation with CDFW that avoidance is not feasible or conflicts with project objectives, construction shall be prohibited within a minimum of 100 feet of the nest to avoid disturbance until the nest is no longer active.</p> <p><b>Mitigation Measure 3.4-2f: Conduct Preconstruction Surveys for Trinity Bristle Snail</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the Trinity bristle snail from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>• If Trinity bristle snail is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur due to the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as project design modifications or relocation of the site, will be necessary and appropriate.</li> <li>• Regardless of detection during the initial biological reconnaissance survey, if suitable habitat for Trinity bristle snail is present within the proposed development area, a qualified biologist approved by the County and familiar with the species shall conduct preconstruction surveys of proposed new development activities within the period when the species is the most active (between May and October and between dusk and dawn) prior to new development activities. Preconstruction surveys shall be conducted using a widely used and accepted standardized protocol that controls for seasonality and environmental conditions, such as the <i>Survey Protocol for Survey and Manage Terrestrial Mollusk Species from the Northwest Forest Plan</i> (BLM 2003). Surveys shall be conducted throughout the proposed construction area and an appropriate buffer around the proposed</li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>development area as determined by the qualified biologist familiar with the species and survey protocols.</p> <ul style="list-style-type: none"> <li>• If Trinity bristle snail or its habitat is not detected during the preconstruction survey, then further mitigation is not required.</li> <li>• If Trinity bristle snail is detected during the preconstruction survey, then consultation with CDFW shall be initiated as described above. Injury or mortality of this species will be avoided through project design modification or cultivation site relocation.</li> <li>• If impacts to Trinity bristle snail are unavoidable, then the applicant will submit an ITP application to CDFW and receive authorization prior to commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual Trinity bristle snails, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.</li> </ul> <p><b>Mitigation Measure 3.4-2g: Implement Measures to Avoid Take of Special-Status Bumble Bees or Obtain Incidental Take Coverage</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of special-status bumble bees from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>• If special-status bumble bees are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur due to the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as protocol-level surveys, project design modifications, or relocation of the site, will be necessary and appropriate.</li> <li>• If impacts to special-status bumble bees are determined to be unavoidable, then the applicant will submit an ITP application to CDFW and receive authorization prior to commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual bumble bees, or compensation</li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.</p> <p><b>Mitigation Measure 3.4-2h: Conduct Preconstruction American Badger Survey and Establish Protective Buffers</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the American badger from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>• Prior to the commencement of construction activities, a qualified wildlife biologist approved by the County shall conduct surveys of the suitable grassland or agricultural habitats slated for conversion within the site to identify any American badger burrows/dens. These surveys shall be conducted not more than 7 days prior to the start of construction. If occupied burrows are not found, further mitigation shall not be required. If occupied burrows are found, impacts to active badger dens shall be avoided by establishing exclusion zones around all active badger dens, within which construction related activities shall be prohibited until denning activities are complete or the den is abandoned. The qualified biologist shall monitor each den once per week to track the status of the den and to determine when it is no longer occupied.</li> </ul> <p><b>Mitigation Measure 3.4-2i: Conduct Preconstruction Fisher and Humboldt Marten Survey and Preserve Active Den Sites</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the fisher and Humboldt marten from new development related to cannabis activities:</p>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>• To minimize the potential for loss of or disturbance to fisher and Humboldt marten habitat and dens, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.</li> <li>• Prior to commencement of new development related to cannabis activities occurring within the fisher and Humboldt marten denning season (March 1 to July 31), including tree removal (non-old growth), a qualified wildlife biologist approved by the County will conduct preconstruction surveys of all suitable habitat within the site, and will identify sightings of individual fishers or martens, as well as potential dens.</li> <li>• If individuals or potential or occupied dens are not found, further mitigation will not be required.</li> <li>• If fisher or Humboldt marten are identified or if potential dens of these species are located, an appropriate method shall be used by the qualified wildlife biologist to confirm whether a fisher or marten is occupying the den. This may involve use of remote field cameras, track plates, or hair snares. Other devices such as fiber optic scope may be utilized to determine occupancy. If no fisher or marten occupies the potential den, the entrance will be temporarily blocked so that no other animals occupy the area during ground disturbance, vegetation removal, or installation of cultivation sites, but only after it has been fully inspected. The blockage will be removed once these activities have been completed.</li> <li>• If a den is found to be occupied by a fisher or marten, a no-disturbance buffer will be placed around the occupied den location. The no-disturbance buffer will include the den tree (or other structure) plus a suitable buffer as determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the nest is unoccupied as determined by a qualified wildlife biologist in coordination with CDFW.</li> </ul> <p><b>Mitigation Measure 3.4-2j: Conduct Preconstruction Surveys for Ringtail and Implement Avoidance Measures</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with</p>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the ringtail from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>• Prior to commencement of new development related to cannabis activities occurring within the ringtail nesting season (not well defined but likely approximately March 1 to July 31), including tree or shrub removal, a qualified wildlife biologist approved by the County will conduct preconstruction surveys of all suitable habitat within the site, and will identify sightings of individual ringtails, as well as potential nests.</li> <li>• If individuals or potential or occupied nests are not found, further mitigation will not be required.</li> <li>• If ringtail are identified or if potential nests of this species are located, an appropriate method shall be used by the qualified wildlife biologist to confirm whether a ringtail is occupying the den. This may involve use of remote field cameras, track plates, or hair snares. Other devices such as a fiber optic scope may be utilized to determine occupancy. If no ringtail occupies the potential nest, the entrance will be temporarily blocked so that no other animals occupy the area during ground disturbance, vegetation removal, or installation of cultivation sites, but only after it has been fully inspected. The blockage will be removed once these activities have been completed.</li> <li>• If a nest is found to be occupied by a ringtail, a no-disturbance buffer will be placed around the occupied den location. The no-disturbance buffer will include the nest tree (or other structure) plus a suitable buffer as determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the nest is unoccupied as determined by a qualified wildlife biologist in coordination with CDFW.</li> </ul> <p><b>Mitigation Measure 3.4-2k: Conduct Preconstruction Surveys for Oregon Snowshoe Hare and Implement Avoidance Measures</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with</p>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of Oregon snowshoe hare from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>• If it is determined during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) that suitable habitat for Oregon snowshoe hare is present within a proposed cultivation area, then preconstruction surveys will be required. Prior to removal of any vegetation or any ground disturbance within suitable Oregon snowshoe hare habitat, a qualified biologist approved by the County shall conduct preconstruction surveys of all suitable habitat within the site.</li> <li>• If Oregon snowshoe hares or occupied reproductive sites are not found, further mitigation will not be required.</li> <li>• If Oregon snowshoe hares or potential or occupied reproductive sites are observed, a no-disturbance buffer will be placed around the occupied nest. The no-disturbance buffer will include the nest plus a suitable buffer as determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the reproductive site is unoccupied as determined by the qualified biologist in coordination with CDFW.</li> </ul> <p><b>Mitigation Measure 3.4-2: Preconstruction Bat Survey and Exclusion</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the pallid bat and Townsend’s big-eared bat from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>• Before commencing any development related to cannabis activities, a qualified biologist approved by the County shall conduct surveys for roosting bats. If evidence of bat use is observed, the species and number of bats using the roost shall be determined. Bat detectors may be used to supplement survey efforts. If no evidence of bat roosts is found, then no further study will be required.</li> </ul>			



**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>If pallid bats or Townsend’s big-eared bats are found in the surveys, a mitigation program addressing mitigation for the specific occurrence shall be submitted to the Planning Director and CDFW by the qualified biologist subject to the review and approval of the Planning Director in consultation with CDFW. Implementation of the mitigation plan shall be a condition of project approval. The mitigation plan shall establish a buffer area around the nest during hibernation or while females in maternity colonies are nursing young that is large enough to prevent disturbance to the colonies.</li> </ul> <p><b>Mitigation Measure 3.4-2m: Preconstruction Vole Survey</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the Sonoma tree vole from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>To minimize the potential for loss of or disturbance to vole habitat and nests, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.</li> <li>Before commencing any tree or other vegetation removal activities, or ground-disturbance, a qualified biologist approved by the County shall conduct surveys for vole nests (e.g., nest searching within trees on the site, and confirming that nests belong to voles rather than squirrels or birds). If no evidence of vole nests is found, then no further study shall be required. A report summarizing the results of the surveys shall be prepared and submitted to the Planning Director and shall be subject to his review and approval in consultation with CDFW.</li> <li>If occupied trees or nests are identified within 100 feet of the site, the biologist shall determine whether project development activities will adversely affect the voles, based on factors such as noise level of development activities, or line of sight between the tree and the disturbance source. If it is determined that development activities would not affect the voles, then development can proceed without protective measures.</li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>• If the biologist determines that development activities would likely disturb voles, the proposed area of disturbance shall be relocated a minimum of 200 feet from the nest.</li> </ul> <p><b>Mitigation Measure 3.4-2n: Implement Generator Noise Reduction Measures</b> Section 315-843(6)(b) will be modified as shown to include standards to protect wildlife (USFWS 2006):</p> <ul style="list-style-type: none"> <li>• The cultivation of cannabis shall not exceed the noise level standards as set forth in the County General Plan: 55 A-weighted decibels (dBA) from 7:00 a.m. to 7:00 p.m. and 50 dBA from 7:00 p.m. to 7:00 a.m. measured at the property line, except that generators associated with a commercial grow are not to be used between 10:00 p.m. and 7:00 a.m. (Section 315-843[6][b]). The following additional noise performance standards shall apply to generator use:                             <ul style="list-style-type: none"> <li>○ Project-generated sound must not exceed ambient nesting conditions by 20-25 dBA.</li> <li>○ Project-generated sound, when added to existing ambient conditions, must not exceed 90 dBA.</li> </ul> </li> </ul> <p><b>Mitigation Measure 3.4-2o: Implement Measures to Avoid Take of Gray Wolf</b> The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of gray wolf from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>• If gray wolf is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or is determined to be likely to occur due to the presence of suitable habitat and recent species range information, consultation with CDFW shall be initiated to determine whether mitigation measures, such as protocol-level surveys, project design modifications, relocation of the site, limited operating periods, or biological monitoring will be necessary and appropriate.</li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>If impacts to gray wolf cannot be avoided, then proposed cultivation activities will not be permitted.</li> </ul>			
<p><b>Impact 3.4-3: Disturbance to or Loss of Special-Status Fisheries</b></p>	<p><b>Mitigation Measure 3.4-3: Implement Mitigation Measures 3.10-1a and 3.10-1b.</b></p>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
<p><b>Impact 3.4-4: Disturbance to or Loss of Riparian Habitat, Old-Growth Habitat, or Other Sensitive Natural Communities</b></p>	<p><b>Mitigation Measure 3.4-4a: Identify, Avoid, and Protect Sensitive Natural Communities, Riparian Habitat, and Wetland Vegetation or Provide Compensation</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of sensitive natural communities and riparian habitat:</p> <ul style="list-style-type: none"> <li>For projects that could disturb sensitive natural communities or riparian habitat, the application shall include a report prepared by a qualified biologist approved by the County that surveys the site for these sensitive resources identified from biological reconnaissance survey conducted under Mitigation Measure 3.4-1a, including riparian habitat associated with aquatic features; old-growth Douglas fir forests; oak woodlands; special-status fish stream habitats; and Darlingtonia seep habitat.</li> <li>The report shall include requirements that before development activities commence, all sensitive areas identified above shall be flagged or fenced with brightly visible construction flagging and/or fencing under the direction of the qualified biologist to require that grading, excavation, other ground-disturbing activities, and vegetation removal will not occur within these areas. Foot traffic by construction personnel shall also be limited in these areas to prevent the introduction of invasive or weedy species. Periodic inspections during construction shall be conducted by the monitoring biologist to maintain the integrity of exclusion fencing/flagging throughout the period of construction involving ground disturbance.</li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>• If the report documents that site development would affect the bed, bank, channel, or associated riparian habitat subject to CDFW jurisdiction under California Fish and Game Code Section 1602, a Streambed Alteration Notification shall be submitted to CDFW, pursuant to Section 1600 et seq. of the California Fish and Game Code. If proposed activities are determined to be subject to CDFW jurisdiction, the applicant shall abide by the conditions of any executed agreement prior to any ground disturbance.</li> <li>• Subject to the review and approval of the County in consultation with CDFW, applicants shall compensate for permanent loss of riparian habitat at a minimum of a 2:1 ratio through contributions to a CDFW-approved wetland mitigation bank or through the development and implementation of a Compensatory Stream and Riparian Mitigation and Monitoring Plan for creating or restoring in-kind habitat in the surrounding area. If mitigation credits are not available, stream and riparian habitat compensation shall include establishment of riparian vegetation on currently unvegetated bank portions of streams affected by the project and enhancement of existing riparian habitat through removal of nonnative species, where appropriate, and planting additional native riparian plants to increase cover, continuity, and width of the existing riparian corridor along streams in the site and surrounding areas. Construction activities and compensatory mitigation shall be conducted in accordance with the terms of a streambed alteration agreement as required under Section 1602 of the California Fish and Game Code as well as the SWRCB Order WQ 2019-0001-DWQ. The Compensatory Stream and Riparian Mitigation and Monitoring Plan shall include the following:                         <ul style="list-style-type: none"> <li>○ identification of compensatory mitigation sites and criteria for selecting these mitigation sites;</li> <li>○ in-kind reference habitats for comparison with compensatory riparian habitats (using performance and success criteria) to document success;</li> <li>○ monitoring protocol, including schedule and annual report requirements (compensatory habitat will be monitored for a minimum of 5 years from completion of mitigation, or human intervention [including recontouring and grading], or until the success criteria identified in the approved mitigation plan have been met, whichever is longer);</li> </ul> </li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>○ ecological performance standards, based on the best available science and including specifications for native riparian plant densities, species composition, amount of dead woody vegetation gaps and bare ground, and survivorship; at a minimum, compensatory mitigation planting sites must achieve 80 percent survival of planted riparian trees and shrubs by the end of the 5-year maintenance and monitoring period or dead and dying trees will be replaced and monitoring continued until 80 percent survivorship is achieved;</li> <li>● corrective measures if performance standards are not met;</li> <li>● responsible parties for monitoring and preparing reports; and</li> <li>● responsible parties for receiving and reviewing reports and for verifying success or prescribing implementation or corrective actions.</li> </ul> <p><b>Mitigation Measure 3.4-4b: Restore Abandoned Cultivation and Nursery Sites</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis) and Section 315-826(3) (Regulation of Nurseries) for the protection of sensitive natural communities and riparian habitat:</p> <ul style="list-style-type: none"> <li>● Upon revocation of a use permit or abandonment of a licensed cultivation or nursery site, the permittee and/or property owner shall remove all materials, equipment, and improvements on the site that were devoted to cannabis use, including but not limited to concrete foundations and slabs; bags, pots, or other containers; tools; fertilizers; pesticides; fuels; hoop house frames and coverings; irrigation pipes; water bladders or tanks; pond liners; electrical lighting fixtures; wiring and related equipment; fencing; cannabis or cannabis waste products; imported soil or soil amendments not incorporated into native soil; generators; pumps; or structures not adaptable to noncannabis permitted use of the site. If any of the above described or related material or equipment is to remain, the permittee and/or property owner shall prepare a plan and description of the noncannabis continued use of such material or equipment on the site. The property owner shall be responsible for execution of the restoration plan that will reestablish the previous natural conditions of the site, subject to monitoring and periodic inspection by the County. Failure to adequately execute the plan shall be subject to the enforcement provisions by the County.</li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
<p><b>Impact 3.4-5: Disturbance or Less of Waters of the United States</b></p>	<p><b>Mitigation Measure 3.4-5: Identify Wetlands and Other Waters of the United States and Avoid These Features</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of waters of the United States from new development related to cannabis activities:</p> <ul style="list-style-type: none"> <li>• The application shall include a report prepared by a qualified biologist approved by the County that surveys the site for sensitive resources, including wetlands, streams, and rivers identified from biological reconnaissance survey conducted under Mitigation Measure 3.4-1a. Wetlands and other waters of the United States are of special concern to resource agencies and are afforded specific consideration, based on Section 404 of the Clean Water Act and other applicable regulations.</li> <li>• If the report documents waters of the United States to be present, a delineation of waters of the United States, including wetlands that would be affected by the project, shall be prepared by a qualified biologist approved by the County through the formal Section 404 wetland delineation process. The delineation shall be submitted to and verified by USACE.</li> <li>• If, based on the verified delineation, it is determined that fill of waters of the United States would result from implementation of the project, authorization for such fill from USACE through the Section 404 permitting process would be required. USACE may not issue a Section 404 permit for activities associated with cannabis cultivation. If a Section 404 permit cannot be obtained, then the applicant shall modify the proposed project to avoid any wetlands or other waters of the United States by providing a buffer of at least 50 feet around these features.</li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
<p><b>Impact 3.4-6: Interference with Resident or Migratory Wildlife Corridors or Native Wildlife Nursery Sites</b></p>	<p><b>Mitigation Measure 3.4-6a: Implement Mitigation Measure 3.4-5: Identify Wetlands and Other Waters of the United States and Avoid These Features</b></p>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p><b>Mitigation Measure 3.4-6b: Retention of Fisher and Humboldt Marten Habitat Features</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the habitat for fisher and Humboldt marten:</p> <ul style="list-style-type: none"> <li>To minimize the potential for loss of or disturbance to fisher and Humboldt marten habitat, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.</li> <li>Habitat features within non-old-growth habitat, such as large trees, large snags, coarse woody debris, and understory vegetation (e.g., shrubs), shall be retained within the site to the extent feasible, to maintain connectivity of fisher and marten habitat.</li> </ul> <p><b>Mitigation Measure 3.4-6c: Implement Mitigation Measure 3.1-1b: Maintain Cultivation Premises</b></p>		<p>This requirement will be applied to cannabis licenses.</p>	
<p><b>3.5 Archaeological, Historical, and Tribal Cultural Resources</b></p>				
<p><b>Impact 3.5-1: Cause a Substantial Adverse Change in the Significance of a Historic Resource</b></p>	<p><b>Mitigation Measure 3.5-1a: Conduct Historic Evaluations for Existing Operations</b>                      The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis) and Section 315-828(5) (Required Conditions):</p> <ul style="list-style-type: none"> <li>Annual relicensing of cannabis operations licensed before 2019 shall require a one-time historic building evaluation, and the results of the evaluation shall be submitted to the County if buildings on-site are over 45 years old and are expected to be used in future operations. If the buildings are determined to be a significant historic resource, then the applicant shall be required to comply with historic resource protection standards set forth in Mitigation Measure 3.5-1b. This requirement does not apply to buildings that are currently being used as part of the cannabis operation.</li> </ul> <p><b>Mitigation Measure 3.5-1b: Revise Ordinance to Include All Historic Districts and Additional Measures to Protect Historic Resources</b></p>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) for the protection of historic resources:</p> <ul style="list-style-type: none"> <li>• Cannabis cultivation operations shall not be permitted within the historic districts of Weaverville, Denny, Helena, and Lewiston, unless the operations occur indoors, do not require modification of historic features, and do not conflict with any limitation on location to cultivate cannabis.</li> <li>• Applicants shall identify and evaluate all historic-age (over 45 years in age) buildings and structures that are proposed to be removed or modified as part of cannabis operations. This shall include preparation of a historic structure report and evaluation of resources to determine their eligibility for recognition under federal, state, or County local official register of historic resources criteria. The evaluation shall be prepared by an architectural historian or historical architect meeting the Secretary of the Interior’s Standards and Guidelines for Archeology and Historic Preservation, Professional Qualification Standards. The evaluation shall comply with State CEQA Guidelines Section 15064.5(b) and, if federal funding or permits are required, with Section 106 of the NHPA of 1966 (16 U.S. Code Section 470 et seq.).</li> <li>• If resources eligible for inclusion in the NRHP, CRHR, or local official register of historic resources are identified, an assessment of impacts on these resources shall be included in the report, as well as detailed measures to avoid impacts. If avoidance of a significant architectural/built environment resource is not feasible, additional mitigation options include, but are not limited to, specific design plans for historic districts or plans for alteration or adaptive reuse of a historical resource that follows the Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitation, Restoring, and Reconstructing Historic Buildings.</li> </ul>			



**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
<b>3.7 Geology and Soils</b>				
<p><b>Impact 3.7-2: Create Geologic Hazard and Soil Stability Issues and Associated Soil Erosion Impacts</b></p>	<p><b>Mitigation Measure 3.7-2: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards</b></p>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
<p><b>Impact 3.7-4: Adverse Effects to Paleontological Resources</b></p>	<p><b>Mitigation Measure 3.7-4: Protect Discovered Paleontological Resources</b>                      The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>• If a paleontological discovery is made during construction, the contractor shall immediately cease all work activities in the vicinity (within approximately 100 feet) of the discovery and shall immediately contact the County.</li> <li>• A qualified paleontologist shall be retained to observe all subsequent grading and excavation activities in the area of the find and shall salvage fossils as necessary. The paleontologist shall establish procedures for paleontological resource surveillance and shall establish, in cooperation with the project developer, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of fossils. If major paleontological resources are discovered that require temporarily halting or redirecting of grading, the paleontologist shall report such findings to the County. The paleontologist shall determine appropriate actions, in cooperation with the applicant and the County, that ensure proper exploration and/or salvage. It is encouraged that the excavated finds first be offered to a state-designated repository such as the Museum of Paleontology, University of California, Berkeley, or the California Academy of Sciences. Otherwise, the finds may be offered to the County for purposes of public education and interpretive displays. The paleontologist shall submit a follow-up report to the County that shall include the period of inspection, an analysis of the fossils found, and the present repository of fossils.</li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
<p><b>3.8 Greenhouse Gas Emissions and Climate Change</b></p>				
<p><b>Impact 3.8-1: Generate Greenhouse Gas Emissions</b></p>	<p><b>Mitigation Measure 3.8-1a: Implement Mitigation Measures 3.3-1a, 3.3-1b, and 3.3-1c</b></p> <p><b>Mitigation Measure 3.8-1b: Implement Mitigation Measures 3.3-2a and 3.3-2b</b></p> <p><b>Mitigation 3.8-1c: Renewable Electricity Requirements</b>                      The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions) by January 1, 2023 for consistency with California Code of Regulations Title 3, Division 8, Chapter 1, Section 8305 (Renewable Energy Requirements):</p> <ul style="list-style-type: none"> <li>• All electricity sources used for commercial cannabis cultivation, manufacturing, microbusinesses, non-storefront retail, testing, nurseries, and distribution shall be from renewable sources by conforming to one or more of the following standards:                             <ul style="list-style-type: none"> <li>○ Grid-based electricity supplied from 100 percent renewable sources</li> <li>○ On-site power supplied fully by renewable source (e.g., photovoltaic system)</li> <li>○ On-site power supplied by partial or wholly non-renewable source with purchase of carbon offset credits</li> <li>○ Or some combination of the above.</li> </ul> </li> </ul> <p>This mitigation measure is consistent with a local action measure recommended in Appendix B, Local Action, of the 2017 Scoping Plan, which reads, “Require on-site renewable energy generation” (CARB 2017:B-8).</p> <p><b>Mitigation Measure 3.8-1d: Lighting Efficiency Requirements</b>                      The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):</p>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>Only light-emitting diodes (LEDs) or double-ended high-pressure sodium (HPS) fixtures shall be used in all existing and new mixed-light cultivation operations (i.e., sites not seeking relicensing).</li> <li>Only high efficacy lighting shall be used in all existing and new noncultivation operations (i.e., sites not seeking relicensing).</li> </ul> <p>Examples of high efficacy lighting include:</p> <ul style="list-style-type: none"> <li>Pin-based linear fluorescent or compact fluorescent light sources using electronic ballasts;</li> <li>Pulse-start metal halide light sources;</li> <li>HPS light sources;</li> <li>Luminaries with hardwired high frequency generator and induction lamp; and</li> <li>LEDs.</li> </ul> <p>LED or HPS lighting has been considered feasible in cannabis cultivation sites by numerous studies conducted by utility providers throughout California (SDG&amp;E 2016). This is consistent with a local action measure recommended in Appendix B, Local Action, of the 2017 Scoping Plan, which reads, “Require the use of energy-efficient lighting for all street, parking, and area lighting” (CARB 2017:B-10).</p>			
<p><b>3.9 Hazards and Hazardous Materials</b></p>				
<p><b>Impact 3.9-2: Create Potential Human Health Hazards From Exposure to Existing Onsite Hazardous Materials</b></p>	<p><b>Mitigation Measure 3.9-2a: Prepare Environmental Site Assessments</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>Applications for new cannabis activities on sites that contain existing or previous commercial, business park, or industrial uses shall include a site assessment for the presence of potential hazardous materials, including an updated review of environmental risk databases. If this assessment indicates the presence or likely presence of contamination, the applicant shall prepare a Phase I ESA in accordance with the American Society for Testing and Materials’ E-1527-05 standard. For work requiring any demolition, the Phase I ESA shall make recommendations for any</li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>hazardous building materials survey work that shall be done. All recommendations included in a Phase I ESA prepared for a site shall be implemented to protect public health. If a Phase I ESA indicates the presence or likely presence of contamination, the applicant shall prepare a Phase II ESA, and recommendations of the Phase II ESA shall be fully implemented before ground disturbance, which will be made a condition of approval for the project.</p> <p><b>Mitigation Measure 3.9-2b: Prepare a Hazardous Materials Contingency Plan for Construction Activities</b></p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>• Applications for new licensed commercial cannabis on commercial, business park, or industrial sites shall include a hazardous materials contingency plan for review and approval by Trinity County Division of Environmental Health. The plan shall describe the necessary actions that would be taken if evidence of contaminated soil or groundwater is encountered during construction. The contingency plan shall identify conditions that could indicate potential hazardous materials contamination, including soil discoloration, petroleum or chemical odors, and presence of underground storage tanks or buried building material. The plan shall include the provision that, if at any time during constructing the project, evidence of soil and/or groundwater contamination with hazardous material is encountered, the project applicant shall immediately halt construction and contact Trinity County Division of Environmental Health. Work shall not recommence until the discovery has been assessed/treated appropriately (through such mechanisms as soil or groundwater sampling and remediation if potentially hazardous materials are detected above threshold levels) to the satisfaction of Trinity County Division of Environmental Health, RWQCB, and DTSC (as applicable). The plan, and obligations to abide by and implement the plan, shall be incorporated into the conditions of approval for the project.</li> </ul>			
<p><b>Impact 3.9-6: Impair Emergency Response or Evacuation Plans</b></p>	<p><b>Mitigation Measure 3.9-6: Implement Mitigation Measures 3.14-3 and 3.14-4.</b></p>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
			This requirement will be applied to cannabis licenses.	
<b>3.10 Hydrology and Water Quality</b>				
<b>Impact 3.10-1: Degrade Water Quality</b>	<p><b>Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ:</p> <ul style="list-style-type: none"> <li>All cultivation sites (new and licensed renewals) are required to demonstrate compliance with all applicable requirements of SWRCB Order WQ 2019-0001-DWQ or any subsequent water quality standards that apply to all new commercial cannabis cultivation operations and will not be limited by a minimum area of disturbance as part of application review and at annual licensed renewal. This will include documentation, Site Management Plan, and grading details prepared by a qualified professional to help ensure that any grading of the site will be stable and describing how stabilization will be achieved. The documentation will also identify the location of all water quality control features for the site and associated access roads. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with The Road Handbook, per CCR Title 14, Chapter 4. Compliance with water diversion standards and restrictions of SWRCB Order WQ 2019-0001-DWQ will also be provided to the County. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.</li> <li>On-site sewage systems shall be designed to accommodate employees and seasonal employees during harvest consistent with the requirements of County Code of Ordinances Section 16.48.122.</li> </ul> <p>The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>Applications will identify drainage and water quality controls for the site, including roads leading to and from a site, that ensure no sedimentation or other pollutants leave the site as part of project construction and operation.</li> </ul>	Trinity County	This will be incorporated into the Cannabis Program.  This requirement will be applied to cannabis licenses.	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>Compliance with this requirement may be combined with the NPDES Construction General Permit compliance measures. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with The Road Handbook, per CCR Title 14, Chapter 4. Compliance with water diversion standards and restrictions of SWRCB Order WQ 2019-0001-DWQ will also be provided to the County. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.</p> <p><b>Mitigation Measure 3.10-1b: Restrict Cultivation Operations in Floodplains</b>                      The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis):</p> <ul style="list-style-type: none"> <li>• Cultivation sites shall not place any structures or involve any grading that alters the capacity of the 100-year floodplain. No storage of pesticides, fertilizers, fuel, or other chemicals will be allowed within the 100-year floodplain. All cultivation uses (plants, planter boxes and pots, and related materials) will be removed from the 100-year floodplain between November 1 and April 1 each year.</li> </ul>			
<p><b>Impact 3.10-2: Result in Groundwater Supply Impacts</b></p>	<p><b>Mitigation Measure 3.10-2: Conduct Groundwater Monitoring and Adaptive Management</b>                      The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) associated with projects using groundwater as a water supply source:</p> <ul style="list-style-type: none"> <li>• As part of the application and license renewal process, applicants shall provide the County with groundwater monitoring data for existing on-site well facilities that documents water usage and changes in groundwater levels during each month of the year. Should this monitoring data identify potential drawdown impacts on adjacent well(s), surface waters, and waters of the state and sensitive habitats, and indicate a connection to operation of the on-site wells, the cannabis operators, in conjunction with the County, shall develop adaptive management measures to allow for recovery of groundwater levels that would protect adjacent wells and habitat conditions that could be adversely affected by declining</li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>groundwater levels. Adaptive management measures may include forbearance (e.g., prohibition of groundwater extraction from the months of May to October), water conservation measures, reductions in on-site cannabis cultivation, alteration of the groundwater pumping schedule, or other measures determined appropriate. Adaptive management measures will remain in place until groundwater levels have recovered and stabilized based on annual monitoring data provided to the County as part of subsequent annual inspections. Any monitoring cannabis cultivation irrigation wells that demonstrate hydrologic connection to surface waters shall be subject to surface water diversion requirements and restrictions in SWRCB Order WQ 2019-0001-DWQ. Wells shall also be sited outside of the stream setbacks as set forth in SWRCB Order WQ 2019-0001-DWQ.</p>			
<p><b>Impact 3.10-3: Result in Diversion of Surface Water</b></p>	<p><b>Mitigation Measure 3.10-3a: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards</b></p> <p><b>Mitigation Measure 3.10-3b: Prohibit Commercial Cannabis Operations in Watersheds under a CDFA Moratorium</b>                      The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) associated with projects using groundwater as a water supply source:</p> <ul style="list-style-type: none"> <li>• Prior to the issuance of a license and/or use permit, the County will determine if the application site is located within a watershed on which the CDFA has placed a moratorium on state licensing pursuant to CCR Section 8216. The County will reject the application should the site be located in such a watershed. Noncultivation uses may still be allowed if the applicant can demonstrate that the project’s water source is groundwater that is not hydrologically connected to the watershed to the satisfaction of the County.</li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
<p><b>Impact 3.10-4: Result in Alteration of Drainage Conditions and Floodplains</b></p>	<p><b>Mitigation Measure 3.10-4: Implement Mitigation Measure 3.10-1b: Restrict Cultivation Operations in Floodplains</b></p>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
<b>3.12 Noise</b>				
<p><b>Impact 3.12-1: Create Short-Term, Construction-Related Noise</b></p>	<p><b>Mitigation Measure 3.12-1: Implement Construction Noise Mitigation</b>                      The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>All outdoor construction activity and use of heavy equipment outdoors shall take place between 7:00 a.m. and 7:00 p.m.</li> </ul>	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
<b>3.13 Public Services</b>				
<p><b>Impact 3.13-1: Result in Substantial Adverse Physical Impacts Associated with the Need for New or Physically Altered Fire Protection Facilities</b></p>	<p><b>Mitigation Measure 3.13-1: Implement Mitigation Measures 3.14-3 and 3.14-4.</b></p>	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
<b>3.14 Transportation/Traffic</b>				
<p><b>Impact 3.14-3: Roadway Hazards Due to Geometric Design</b></p>	<p><b>Mitigation Measure 3.14-3: Provide Site Access Free of Hazards Due to Geometric Roadway Design</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that roadways providing site access are in compliance with Chapter 12.10: Design Policies of the Trinity County Code of Ordinances. New roadway water quality control and drainage features or new drainage features on existing roadways shall be designed to accommodate peak flow conditions and will be consistent with the Road Handbook, per CCR Title 14, Chapter 4 and SWRCB Order WQ 2019-0001-DWQ.</li> </ul>	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	



**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
<p><b>Impact 3.14-4: Conflict with Adequate Emergency Access</b></p>	<p><b>Mitigation Measure 3.14-4: Provide Adequate Emergency Access</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>• Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that site access is in compliance with Chapter 8.30 – Fire Safe Ordinance of the Trinity County Code.</li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
<p><b>3.15 Utilities and Service Systems</b></p>				
<p><b>Impact 3.15-1: Increase Demand on Wastewater Treatment Systems</b></p>	<p><b>Mitigation Measure 3.15-1a: Prepare a Treatment Program for Noncultivation Activities</b>                      The following shall be included as new performance standards for Section 315-824(5) (Required Conditions), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):                      Applicants for new commercial noncultivation cannabis operations shall prepare a materials management plan that will address each permit type sought within a site. Compliance with state licensing that addresses these items may be used to demonstrate compliance with this measure. The plan shall include:</p> <ul style="list-style-type: none"> <li>• a detailed description of activities and processes occurring on site, including:                             <ul style="list-style-type: none"> <li>○ equipment type and number,</li> <li>○ detailed standard operating procedures for processes,</li> <li>○ chemical requirements and reactions,</li> <li>○ cleaning procedures for equipment,</li> <li>○ required pretreatment requirements for discharge to a public wastewater treatment system, and</li> <li>○ disposal methods for all materials (e.g., plant materials, solvents, empty containers).</li> </ul> </li> <li>• Identification of type and quantity of items produced, including:</li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>o material Safety Data Sheets for all chemical substances occurring on site,</li> <li>o manifests for each chemical describing quantities purchased, date used, and quantities disposed,</li> <li>o facility site plan with storage map, showing where hazardous materials will be stored,</li> <li>o an inventory of all emergency equipment with the location and description of items, including:                             <ul style="list-style-type: none"> <li>▪ personal protective equipment,</li> <li>▪ fire extinguishing systems,</li> <li>▪ spill control equipment and decontamination equipment, and</li> <li>▪ communication and alarm systems.</li> </ul> </li> <li>• An employee training plan that includes:                             <ul style="list-style-type: none"> <li>o emergency response procedures and incident reporting, and</li> <li>o chemical handling procedures.</li> </ul> </li> </ul> <p>The materials management plan shall be submitted to Trinity County Division of Environmental Health and public agencies or private enterprises accepting waste materials, including CSDs and waste transfer stations. Commercial cannabis permits shall not be granted without approval of the materials management plan from relevant agencies and identification and construction of any required pretreatment facilities for wastewater.</p> <p><b>Mitigation Measure 3.15-1b: Verification of Adequate Wastewater Service and Necessary Improvements for Public Wastewater Systems</b></p> <p>The following shall be included as new performance standards for Section 315-824(5) (Required Conditions), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>• Applicants not relying on septic systems shall determine whether sufficient public wastewater treatment capacity exists for a proposed project. These determinations must ensure that the proposed development can be served by its existing or planned treatment capacity and wastewater conveyance through approval of the relevant service provider. If adequate capacity does not exist, the application will be denied.</li> </ul>			

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
<p><b>Impact 3.15-2: Increase Demand of Public Water Supplies</b></p>	<p><b>Mitigation Measure 3.15-2: Verify Adequate Water Supply and Service for Municipal Water Service</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>• Applicants for new commercial cannabis operations that plan to obtain water from a retail water supply will obtain, and provide to the County, written verification from the water service provider that adequate water supply and water distribution facilities are or will be available to serve the site including peak operations (e.g., growing season). If adequate capacity does not exist, the application will be denied.</li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
<p><b>Impact 3.15-3: Solid Waste Impacts</b></p>	<p><b>Mitigation Measure 3.15-3: Implement a Cannabis Waste Composting Management Plan</b>                      The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>• Applicants for new commercial cannabis operations and relicensed sites will develop and implement a cannabis waste composting management plan if the operator proposes to dispose of cannabis waste through onsite composting. The plan shall meet all state requirements and the following requirements that will be confirmed by the County during inspections.                             <ul style="list-style-type: none"> <li>○ Designation of the composting area on a site plan that is contained within the site boundaries (must be located within the Designated Area for cultivation operations) that is of adequate size to accommodate site cannabis waste needs.</li> <li>○ Identification of water quality control features that ensure no discharge of cannabis waste or other pollutants.</li> <li>○ Details on routine management and equipment used in the composting area that ensures proper composting and control of odors, potential fuel hazards, and pests for the life of the cannabis operation.</li> </ul> </li> </ul>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
3.16 Wildfire				
Impact 3.16-1: Exposure to Wildfire Hazards or Exacerbate Wildfire Risk	<p><b>Mitigation Measure 3.16-1: Implement Mitigation Measure 3.1-1b: Maintain Cultivation Premises</b></p>	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
Impact 3.16-2: Installation and Operation of Associated Infrastructure That May Exacerbate Fire Risk	<p><b>Mitigation Measure 3.16-2a: Implement Fire Prevention Measures for New Power Lines and Electrical Facilities</b></p> <p>The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>• New power lines extended to sites shall be placed underground. If power lines cannot be placed underground, fuel breaks shall be provided along power lines and any stand-alone electrical facilities in a manner that would avoid ignition of adjacent vegetation to the satisfaction of the County and CAL FIRE. Fuel breaks shall be maintained and verified by the County as part of annual license renewal.</li> </ul> <p><b>Mitigation Measure 3.16-2b: Implement Fire Prevention Measures for On-Site Construction and Maintenance Activities</b></p> <p>The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> <li>• The operation of outdoor motorized equipment on-site for construction and maintenance activities shall be required to be covered under a fire protection plan that includes the following provisions:                             <ul style="list-style-type: none"> <li>○ Fire watch personnel responsible for watching for the occurrence of fire during and after equipment use shall be identified.</li> <li>○ Equipment shall be located so that exhausts do not discharge against combustible materials.</li> </ul> </li> </ul>	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

**Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance**

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> <li>○ Equipment shall not be refueled while in operation and not until after a cooldown period.</li> <li>○ Water and tools dedicated to fire fighting shall be on hand in the area of onsite construction and maintenance activities at all times.</li> <li>○ Designated smoking areas with cigarette disposal receptacles that are burn resistant.</li> </ul>			
<p><b>Impact 3.16-3: Expose People to Increased Risk of Landslides from Post-Fire Slope Instability</b></p>	<p><b>Mitigation Measure 3.16-3: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards</b></p>	<p>Trinity County</p>	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

This page intentionally left blank.

based on code compliance performance reviewed during inspections; complaints received; lack of timely submission of required documentation, including renewal applications; or recommendations from relevant state agencies and County Code enforcement. Any commercial cannabis operation that does not qualify for a multiyear license may receive annual licenses until such time that staff determines the operation meets multiyear license qualifications. Further qualification limitations for issuance of multiyear licenses may be developed by County staff, including differing qualifications between 2- and 3-year licenses. Multiyear licenses may be extended in the future to a maximum term longer than 3 years if feasible and criteria are established to ensure that administration and compliance of the licensed operations can be efficiently maintained.

## ENVIRONMENTAL ANALYSIS

This is an administrative provision because it concerns the application, licensing, and renewal process. Multiyear licenses would not be exempt from code compliance annual inspections or applicable environmental requirements related to EIR mitigation measures and applicable State cannabis regulations (e.g., CalCannabis and SWRCB Order WQ 2019-0001-DWQ) identified in DEIR Sections 3.1 through 3.15 that address environmental impacts. Thus, these provisions would not create a new significant impact or result in an increase in severity of significant impacts identified in the DEIR.

### 2.1.3 Variances

The current Cannabis Program includes several requirements for cannabis operations setbacks. Included in those setbacks are cultivation setbacks of 350 feet from residential structures for specialty cottage, specialty, and small license types and 500 feet from the property line for medium outdoor 1-acre license types (Trinity County Code Section 17.43.050[A][8]). Cannabis cultivation operations that do not meet those setback requirements have, in some cases, been authorized with an approved annual variance that must be renewed each year as part of the annual license renewal process.

Modifications to the use of variances and the process as it is currently applied for commercial cannabis cultivation licenses may be considered. Those modifications may include specific provisions, such as how a variance is issued, when a variance is allowed, what activities are allowed or not allowed in the area requiring the variance, how long it may be in place, how it transfers or does not transfer to a different owner, changes to an approved operation if a variance is in place, or other relevant provisions as it relates to variances in the Cannabis Program. Modifications may also include a mechanism other than the use of variances to achieve the overall objectives of the Cannabis Program.

These provisions may be based on factors such as the physical characteristics of a parcel, zoning, existing disturbance, General Plan designations, neighboring land uses, the presence of an existing licensed or unlicensed cannabis cultivation facility, past issuance of a variance if operations have been continuous, compliance with performance standards in the Cannabis Program, if a Stacking License (see discussion below regarding Stacking Licenses) is proposed or issued, or other factors that would be relevant when considering a variance in the Cannabis Program.

Specific guidelines may be included because it relates to licensed commercial cannabis operations that currently include a variance if the current variance process is modified for the Cannabis Program.

## ENVIRONMENTAL ANALYSIS

Cannabis cultivation applications requesting a variance would not be exempt from compliance with other Cannabis Program performance standards, EIR mitigation measures, and applicable State cannabis regulations (e.g., CalCannabis and SWRCB Order WQ 2019-0001-DWQ) identified in DEIR Sections 3.1 through 3.15 that address environmental impacts, such as odor, noise, lighting, geologic stability, biological resources, and water resources. Thus, these provisions would not create a new significant impact or result in an increase in severity of significant impacts identified in the DEIR.

## TRINITY COUNTY PLANNING COMMISSION

Regular Meeting  
February 8, 2024 at 6:00p.m.  
Trinity County Library Conference Room  
351 Main Street, Weaverville, CA

Chair: Comnr. Dist. 5 Todd Heaton  
Vice-Chair: Comnr. Dist. 3 Rory Barrett  
Commissioner Dist. 1. Carol Fall  
Commissioner Dist. 2 Amelia Fleitz  
Commissioner Dist. 4 Don Ellis

---

### MINUTES- PLANNING COMMISSION

\*NOTE: The public was invited to attend the public hearing via Zoom Link.

**Commissioners present:** Todd Heaton, Carol Fall, Amelia Fleitz, & Don Eliss. Absent: Rory Barrett

**Staff Present:** Deputy Director, Ed Prestley; Cannabis Director, Drew Plebani; Senior Planner, Bella Hedtke; Assistant Planner, Mitchell Wexler; Recording Secretary, Deborah Rogge; & Recording Secretary, Vidette Mayer.

#### CALL TO ORDER:

Chair Fall called the meeting to order at 6:03 p.m.

**PUBLIC COMMENT:** During the Public Comment period members of the public may address the Planning Commission on any matter not listed on the agenda that is within the subject matter jurisdiction of the Planning Commission.

Public comment was heard from Lisa Wright-Lewiston, Tom Ballanco-Douglas City; on ZOOM: Veronica Kelley-Albietz-Douglas City, and being there were no other speakers public comment was closed.

#### REGULAR CALENDAR:

**Item 1. Rotation of Chair:** The Planning Commission unanimously appointed Todd Heaton-Dist. 5 as Chairman and Rory Barrett-Dist. 3 as Co-Chairman for the 2024 year.

**Item 2: Minutes:** Approve meeting minutes from January 11, 2024.

By motion made and second (Fall/Ellis) and approved by 3-0 vote to approve the minutes of January 11, 2024 as presented. Ellis, Fall Heaton-Aye; Fleitz-Abstain.

**Item 3: AMENDMENT TO TITLE 15.25 LIMITED DENSITY RURAL DWELLING (DEV-23-03):** District 5 Supervisor, Dan Frasier, is requesting an ordinance amendment to Trinity County Code Section 15.25.030 that would exempt parcels from the minimum parcel acreage requirement, if located outside of the boundaries of a Community Service District (CSD) which provides sewer and water. Location: Countywide. Planners: M. Wexler & B. Hedtke.

Public comment was heard from: Julia Brownfield; Chriss Williams-Weaverville; Lisa Wrtght-Lewiston; Adrian Keyes-Hayfork; Tom Ballanco-douglas City; Pesha Lor-Hayfork; Tyler Thompson; Steve Lant-Junction City; Greg Tavalero-Cal-FIRE Chief, and being there were no other speakers public comment was closed.

- By motion made and second (Fall/Ellis) and approved 4-0 by roll call vote: **you tube time point start 55:40**The Planning Commission recommends the draft ordinance amendment of DEV-23-03 to Trinity County Code 15.25.030 reduce the parcel size requirement to 1-acre minimum parcel size and; **you tube time point amend motion 1:13:11**

1. that Section 15.25.040 (x) Fire Safety Requirements be added, stating:
  - a. All new structures shall comply with the CA Building Code Chapter 7A, PRC 4290 and 4291, and CA Residential Building Code 302, and the Trinity County Fire Safe Ordinance (TCC 8.30). for the purposes of this chapter, residential fire sprinklers shall not be required in limited density rural dwellings. And;
2. Amend 15.25.05 Existing Structures – be eligible for permits under this chapter without penalty “for a period of



- 5-years after adoption". And;
3. Delete reference of Community Services District in proposed amendment. And;
  4. Concerns regarding higher density housing in specific regards to an increased number of septic and well installations in Post Mountain be discussed in the Post Mountain Community Plan

Roll call vote: Ellis-aye, Fall-aye, Fleitz-aye, Heaton-aye

Planning Commission took a 10-minute break. Resuming at 8:15 pm.

**Item 4: ZONING TEXT AMENDMENT – AMEND TRINITY COUNTY CODE SECTION 17.43 (DEV-24-02):** The purpose of this agenda item is for the Planning Commission to make a recommendation to the Board of Supervisors to adopt an ordinance amendment of Trinity County Code (TCC) Title 17. Section (§) 17.43.050 (A)(8) to exchange the term ‘cultivation’ to ‘canopy’. Section (§) 17.43.050(A)(9) was added to clarify the property line setback requirement for medium licenses. Section (§) 17.43.051 was added to convert the existing Commercial Cultivation Variance (CCV) process to an Administrative Buffer Reduction – Director’s Use Permit. No other ordinance revisions are to be considered at this time. Countywide review. Staff: D. Plebani.

By motion made and second (Fleitz/Ellis) and approved 4-0 by roll call vote: **you tube time stamp 4:14:21**

The Planning Commission recommends that the Board of Supervisors find that;

1. Amendments to Chapter 17.43.050 of the Trinity County Code (TCC) is not subject to California Environmental Quality Act (CEQA) under the General Rule exemption 15061(b)(3) which exempts activities where it can be seen with certainty that there is no possibility of causing a significant effect on the environment; and
2. Approve an ordinance to amend TCC § 17.43 of the zoning code of the County of Trinity as described in this staff report. And;
3. Insert additional language to section 17.43.051(A)(4) of “and a Consent Opposition letter” after Notice of Application. And, insert additional language before County Code section 17.32.080 of “If a qualified opposition letter is received, the Planning Director will deny the Buffer Reduction Application, unless the Consent/ Opposition letter is received pursuant to paragraph 5 below”. And
4. Changing Planning Director to “Community Development Director” to section 17.43.051(A)(4)

Roll call vote: Ellis-aye, Fleitz-aye, Fall-aye, Heaton-aye

**PLANNING COMMISSIONERS REPORT:**

**PLANNING DIRECTOR’S REPORT:**

**ADJOURNMENT:**

The Planning Commission adjourned at 10:36 pm.

Submitted by: Deborah Rogge, Recording Secretary

---

**Ed Prestley, Deputy Director - Community Development Department**  
**Planning Director**  
**Secretary of the Planning Commission**

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY  
AMENDING SECTION 43 OF TRINITY COUNTY ZONING ORDINANCE NO. 315  
REGARDING COMMERCIAL CANNABIS CULTIVATION REGULATIONS**

The Board of Supervisors of the County of Trinity, State of California, ordains as follows:

WHEREAS, On May 16, 2023 The Board of Supervisors adopted Resolution NO. 2023-071, A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY ALLOWING STREAMLINED APPROVAL OF CANNABIS LICENSES THAT REQUIRE CCVs FOR THE CALENDAR YEAR 2023, to address the backlog of Commercial Cultivation Variances (“CCVs”) and the cumbersome associated administrative processes

WHEREAS, on December 19, 2023, the Trinity County Board of Supervisors extended Resolution 2023-071 through February 2024, and directed staff to schedule a discussion/ study session for the Planning Commission to provide recommendations to the Board of Supervisors, related to the CCV resolution extension, and

WHEREAS, on January 11, 2024, the Trinity County Planning Commission held a regular meeting to discuss the extension of the CCV resolution, and made recommendations; including converting the existing Commercial Cultivation Variance (CCV) process to an Administrative Buffer Reduction - Directors Use Permit, and to modify the existing terminology related to the residential setback requirement for small cultivation licenses, and that the setback be measured from "canopy" instead of from the existing term and the associated definition of "cultivation", and

WHEREAS, on February 6, 2024, the Trinity County Board of Supervisors extended Resolution 2023-071 until April 30, 2024, and

WHEREAS, on February, 8th, 2024 the Trinity County Planning Commission held a public hearing to review the proposed Ordinance amendments, and recommended the Board of Supervisors approve said amendments as detailed below,

**Section I:** The County hereby amends the following sections of Chapter 17, Section 43.050 of the Trinity County Zoning Code:

TCC (§) Section 17.43.050(A)(8): For specialty cottage, specialty and small licenses, canopy shall not be allowed within three hundred fifty feet of a residential structure on any adjoining parcels. Applications for an Administrative Buffer Reduction – Director’s Use Permit will be considered by the Trinity County Community Development Director.

**Section II:** The County hereby adds the following sections to Chapter 17, Section 43 of the Trinity County Zoning Code to read as follows:

TCC (§) Section 17.43.050(A)(9): For medium licenses, cultivation shall not be allowed within five hundred feet of an adjacent property line. Applications for a variance from this provision will be considered by the Trinity County Planning Commission.

TCC (§) Section 17.43.051 Cannabis Land Use Buffer Reductions

- A. Buffer Reductions. When deliberating a Cannabis License application, a reduction from the required three hundred fifty foot distance from an adjacent legal residential structure on any adjoining parcels may be considered by the Community Development Director, when the following criteria is met:
1. That the applicant has submitted an application for and has provided documented justification for the requested buffer reduction.
  2. That there are special circumstances unique to the properties in question that would reasonably allow a buffer reduction.
  3. That the buffer reduction would not result in harm to the public health, safety, or welfare and nearby land uses.
  4. During the review of the documentation submitted, a Notice of Application and a Consent/ Opposition letter will be sent to affected property owners providing information about the application(s) and identifying the following: 1) the date/time that the Community Development Director will take action on the application; and 2) the date/time when comments must be submitted to the County to be considered by the Community Development Director prior to taking action. If a qualified Opposition letter is received, the Community Development Director will deny the Buffer Reduction Application, unless the Consent/ Opposition letter is received pursuant to the exceptions as defined in paragraph 5 below. County Code Section 17.32.080 (Authority – Planning Director) states that the planning director may, at their direction, schedule for hearing by the commission any application for a planning director’s use permit. If affected property owners disagree with a decision of the director, they may appeal it to the PC per County Code Section 17.34.110(A).
  5. The following situations are considered exceptions from the required three hundred fifty foot distance from an adjacent legal residential structure:
    - a. Canopy that is less than the required three hundred fifty foot distance from an adjacent residential structure that is under identical ownership of that of the licensee.
    - b. Canopy that is less than the required three hundred fifty foot distance from an adjacent parcel, with a legal residential structure, that has a cultivation license.
    - c. Canopy that is found to be less than the three hundred fifty foot distance from an adjacent legal residential structure due to new construction on an adjacent property, since issuance of the original cannabis license and not under ownership of the licensee.

Ordinance No. XXXX

DATE

Page 3 of 3

**Section III:** The County finds that the amendments to Chapter 17.43.050 of the Trinity County Code is not subject to California Environmental Quality Act (CEQA) under the General Rule exemption 15061(b)(3) which exempts activities where it can be seen with certainty that there is no possibility of causing a significant effect on the environment.

**Section IV:** This ordinance shall take effect and be in full force and effect thirty (30) days after its passage and before the 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 Trinity Journal, a newspaper of general circulation published in the County of Trinity State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 2nd day of April, and passed and enacted this \_\_\_\_ day of April, \_\_\_\_ by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES:	Supervisors
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

---

RIC LEUTWYLER, CHAIRMAN  
 Board of Supervisors  
 County of Trinity  
 State of California

ATTEST:

TRENT TUTHILL  
 Clerk of the Board of Supervisors

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

APPROVED AS TO FORM AND LEGAL EFFECT:

\_\_\_\_\_  
 Margaret E. Long, County Counsel

**TRINITY COUNTY**  
Item Report 4.3

Meeting Date: 4/2/2024

Department:  
County Administrative Office

Contact:  
Trent Tuthill

Phone:  
530-623-1382

4.3 Discuss and receive Board Direction on the Overlay Zone concept for cannabis businesses and potential other business opportunities within Trinity County

**Requested Action:**

Discuss and receive board direction on the Overlay Zone concept for cannabis businesses and other potential business opportunities within Trinity County.

**Fiscal Impact:**

Unknown

**Summary:**

During the February 20th Board of Supervisors meeting, after hearing the three presentations on existing opt out requests, the board directed staff to research options and develop rough timelines and costs for developing an Overlay Zone Ordinance.

**Discussion:**

The attached paper and presentation provide details on the two options and a potential recommendation for board consideration.

**Departmental Recommendation:**

Provide direction to staff.

**ATTACHMENTS:**

Description

Overlay Zone Option Paper

Overlay Zone Option Presentation

## Overlay Zone Concept Information for Board of Supervisors

Board of Supervisors Request from February 20<sup>th</sup> meeting:

- Options and rough timeline and cost for developing an Overlay Zone Ordinance
- Confirmation of value of Overlay Zone beyond completion of the General Plan
- Description of key components and related requirements
- With guidance to bring back to the board as soon as possible

### Overlay Concept Implementation

#### Option 1

General Plan - Zoning Element

Timeline: Summer 2025 implementation (August 2025)

##### Pros

- No conflicts with zoning ordinance updates or other General Plan Elements
- Less confusion with public engagement meetings on what specific topic is being addressed
- Less staff time, no duplication of effort
- Less opportunity for mistakes
- Overlay concept will address more than just cannabis

##### Cons

- Extra 3-4 months in timeline to implementation

#### Option 2

Stand Alone Ch 17 Overlay Concept

Timeline: Early 2025 implementation

~10 months from start to final implementation

- Draft ordinance (public workshop if desired) - 60-90 days
- Staff report and prep for PC (includes all counsel review) - 45 days
- Environmental document review/determination no impact/impact - 60 days (plus potential \$50K+ consultant time/review)
- PC Hearing
- Edits/Revisions due to PC and/or public comments, noticing period - 60 days
- BOS first hearing
- Edits/Revisions - 30 days
- BOS second hearing/reading
- Post BOS wait period - 30 days

Receive Overlay Zone "Application" - 30 days

Staff review/prep for PC hearing (to include noticing) - 30/45 days

PC Hearing - 30 days

#### Pros

- Addresses potentially 3 old (2020/2021) opt out requests
- Slightly faster implementation timeframe

#### Cons

- Potential Conflicts with other Zoning Code updates with GP
- Staff time priorities - Either Cannabis Staff (Drew) or Planning Staff (Bella) will need to dedicate a significant amount of time to project
- No current fee structure (unless use current per parcel rezone structure), would need to create fees associated within overlay zone
- Duplicate effort (time/money) as GP update will incorporate Overlay Process and consultants will accomplish most of the planning type tasks



# Overlay Zone Options





# Overlay Zone Options

- February 20<sup>th</sup> BOS requested the following:
  - Options and rough timeline and cost for developing an Overlay Zone Ordinance
  - Confirmation of value of Overlay Zone beyond completion of the General Plan
  - Description of key components and related requirements
  - With guidance to bring back to the board as soon as possible



# Overlay Zone Option 1

- General Plan - Zoning Element
  - Timeline: Summer 2025 implementation (August 2025)
- Pros
  - No conflicts with zoning ordinance updates or other General Plan Elements
  - Less confusion with public engagement meetings on what specific topic is being addressed
  - Less staff time, no duplication of effort
  - Less opportunity for mistakes
  - Overlay concept will address more than just cannabis
- Cons
  - Extra 3-4 months in timeline to implementation compared to option 2



# Overlay Zone Option 2

- Stand Alone Ch 17 Overlay Concept
  - Timeline: Early 2025 implementation (~10 months from start to implementation)
- Basic Timeline - Ordinance
  - Draft ordinance (public workshop if desired) - 60-90 days
  - Staff report and prep for PC (includes all counsel review) - 45 days
  - Environmental document review/determination no impact/impact - 60 days (plus potential \$50K+ consultant time/review)
  - PC Hearing
  - Edits/Revisions due to PC and/or public comments, noticing period - 60 days
  - BOS first hearing
  - Edits/Revisions - 30 days
  - BOS second hearing/reading (plus 30 days after final BOS decision)
- Basic Timeline - Implementation
  - Receive Overlay Zone "Application" - 30 days
  - Staff review/prep for PC hearing (to include noticing) - 30/45 days
  - PC Hearing - 30 days



# Overlay Zone Option 2 Con't

- Pros

- Addresses potentially 3 old (2020/2021) opt out requests
- Slightly faster implementation timeframe

- Cons

- Potential Conflicts with other Zoning Code updates with GP
- Staff time priorities - Either Cannabis Staff (Drew) or Planning Staff (Bella) will need to dedicate a significant amount of time to project
- No current fee structure (unless use current per parcel rezone structure), would need to create fees associated within overlay zone
- Duplicate effort (time/money) as GP update will incorporate Overlay Process and consultants will accomplish most of the planning type tasks



# Overlay Zone Options Recommendation

- Option 1
  - Staff recommendation, to include General Plan consultants
- Request from BOS – provide direction to staff



# Interim Guidance Recommendation

- Guidance between now (April 2<sup>nd</sup>, 2024) and Overlay Zone implementation for 3 existing/pending Opt Out requests (as heard during February 20<sup>th</sup> BOS mtg)
- Within existing/pending Opt Out request areas
  - BOS consider new license application temporary moratorium
  - Staff establish moratorium area guidelines - NLT June 30, 2024
  - Existing Opt Out request communities - NLT October 31, 2024 submit required request documents
  - Pending license applications within existing/pending Opt Out request - CUP
  - New applications or Transfer requests - on hold pending temporary moratorium BOS decision



# Questions?

**TRINITY COUNTY**  
Item Report 4.4

Meeting Date: 4/2/2024

Department:  
Human Resources

Contact:  
Laila Cassis

Phone:  
530-623-1325

4.4 Appointment: Auditor/Controller

**Requested Action:**

Appoint Christine Gaffney as the Auditor Controller effective April 1, 2024 to serve the remainder of the term expiring end of December 2026.

**Fiscal Impact:**

Approximate cost in salary and benefits per month for the Auditor/Controller at A step is \$14,129.

**Summary:**

On March 12, 2024, the Board of Supervisors met in open session and interviewed all candidates who met the minimum qualifications for the Auditor/Controller position. Following the interviews the Board had discussion and directed staff to make a formal offer for the position of Auditor/Controller to Christine Gaffney. Christine has accepted the offer and now the Board needs to make the formal appointment for Christine to fill the remainder of the term vacated by former Auditor/Controller Angela Bickle. This term is set to expire December 2026.

**Alternatives Including Financial Implications:**

Don't appoint and give direction to staff.

**ATTACHMENTS:**

Description  
Salary & Benefit Worksheet - Auditor/Controller





**TRINITY COUNTY**  
Item Report 5.1

Meeting Date: 4/2/2024

Department:  
Clerk of the Board

Contact:

Phone:

5.1 Closed Session 54954.5(e): Public Employee Appointment

**Requested Action:**

Government Code Section 54954.5(e) - Public Employee Appointment: County Counsel.