



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF JUNE 8, 2021 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

### **Public Comment Opportunity/Written Comment**

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## ACTION AGENDA

1. **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis  
Report and update on COVID-19; receive report and discussion

2. **CONSENT AGENDA**

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

- A) **BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Quincy Chamber of Commerce 75<sup>th</sup> Annual Plumas-Sierra County Fair Parade)  
[View Item](#)

3. **DEPARTMENTAL MATTERS**

- A) **FARM ADVISOR** – David Lile

Authorize and approve the Farm Advisor Department to direct a portion of unused, allocated budget to the purchase of a fixed asset, Thermo-Scientific Heratherm Gravity Convection Oven; not to exceed \$2,103.00; discussion and possible action; **Roll call vote** [View Item](#)

- B) **FACILITY SERVICES** - Kevin Correira

Approve and authorize the Chair to sign contract agreement between Plumas County and Jason Blust, dba Heat Transfer Systems; to replace A/C compressors at the Quincy Library; not to exceed \$33,474.00; approved as to form by County Counsel; discussion and possible action; **Roll call vote**  
[View Item](#)

- C) **PUBLIC HEALTH** – Tony Hobson

1. Authorize Public Health to recruit and fill, funded and allocated, 1.5 FTE Health Education Coordinator, Health Education Specialist, or Community Outreach Coordinator, Created by resignations; discussion and possible action [View Item](#)
2. Authorize Public Health to recruit and fill, funded and allocated, 1.0 FTE Veteran's Service Officer, created by resignation; discussion and possible action [View Item](#)

- D) **PUBLIC WORKS** – John Mannie

Adopt **RESOLUTION** approving the Road Maintenance Rehabilitation Account (RMRA) List of Projects for FY 2021-22; Funded by Senate Bill 1 (SB 1), the "Road Repair and Accountability Act of 2017", and authorize the Director of Public Works to submit the project list to California Transportation Commission, perform related duties, and execute necessary documents as may be required to administer the SB 1 related funds; discussion and possible action; **Roll call vote** [View Item](#)

- E) **COUNTY ADMINISTRATOR** - Gabriel Hydrick

1. Adopt **RESOLUTION** Pertaining to Tax Revenue Exchange between the County of Plumas and the Hamilton Branch Community Service District in Plumas County for the Annexation of the Hamilton Branch Mutual Water Company in Plumas County and Dissolution of the Hamilton Branch Mutual Water Company in Plumas County; discussion and possible action; **Roll call vote** [View Item](#)

**4. BOARD OF SUPERVISORS**

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

**5. CLOSED SESSION**

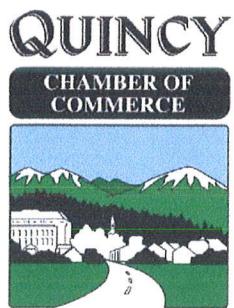
**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Personnel: Public employee performance evaluation – Child Support Director (Board Only)
- B. Personnel: Public employee performance evaluation – Building Director (Board Only)
- C. Personnel: Public employee performance evaluation – Information Technology (Board Only)
- D. Conference with Legal Counsel: Claim against the County filed by Plumas Sierra Telecommunications (PST) on February 27, 2020
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, June 15, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



## Quincy Chamber of Commerce

### 75th Annual Fair Parade

PO Box 215

Quincy, CA 95971

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

[info@quincychamber.com](mailto:info@quincychamber.com)

(530) 394-0541



Plumas County Board of Supervisors  
520 Main Street  
Quincy, California 95971

RE: 75th Annual Plumas-Sierra County Fair Parade  
Saturday, August 21st, 2021 at 10:00 am

Honorable Plumas County Supervisors,

At the request of California Department of Transportation, I am seeking your permission for the 75th Annual Plumas-Sierra County Fair Parade on Saturday, August 21<sup>st</sup>, 2021 from 10:00 a.m. to noon in Quincy, California. The parade route will begin on Lindan Street and travel West on Main Street. The parade will make a left turn on Court Street and then travel East on Jackson Street. The parade will end at the corner of Jackson and Lindan Streets, which is the same route we have used for the last several years.

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

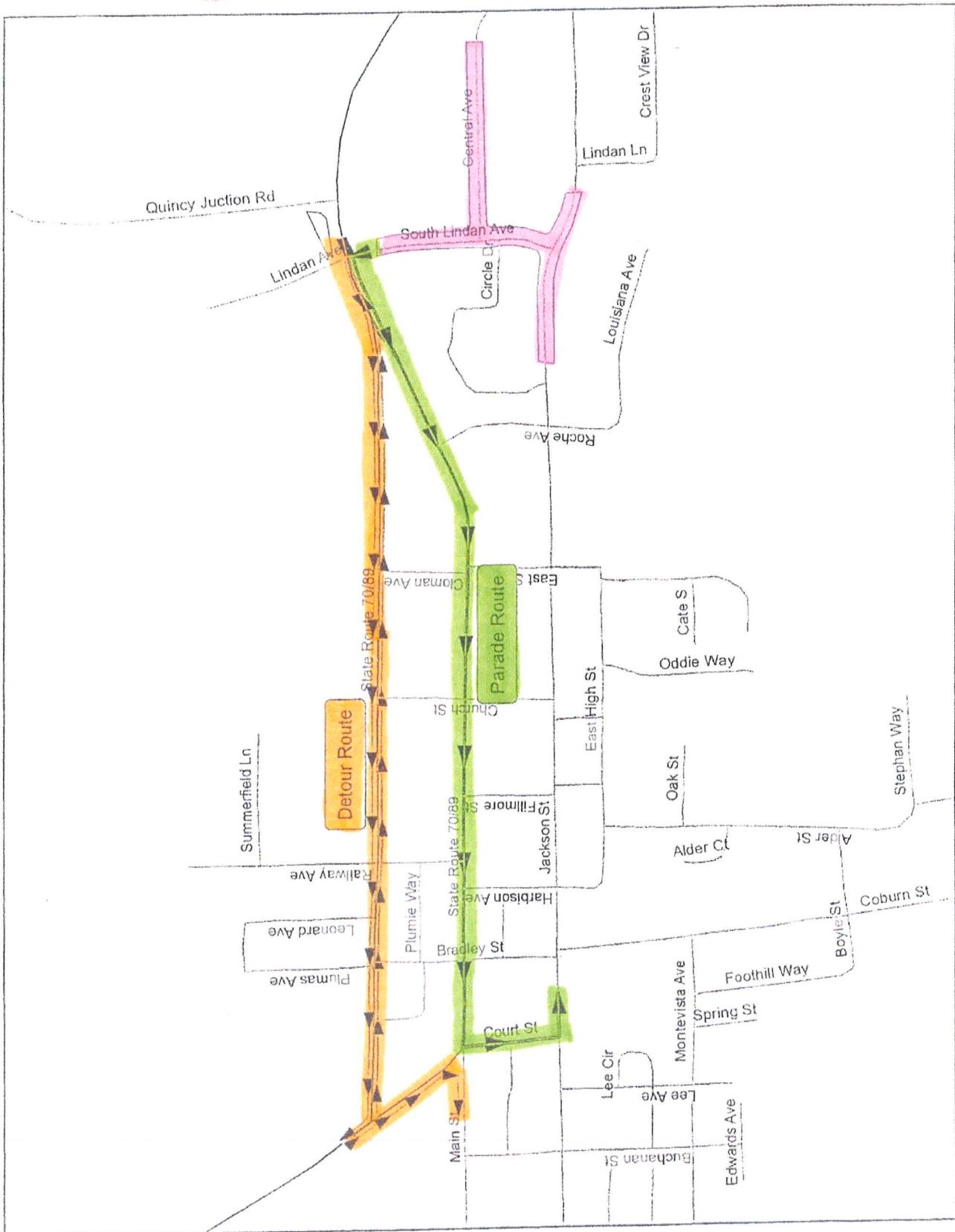
Respectfully,

Cheryl Kolb  
Parade Coordinator



$$1 \text{ inch} = 500 \text{ feet}$$

Parade Staging



Plumas-Sierra County Fair Parade Map

Prepared By:  
Plumas County  
Public Works  
July 21, 2010

# UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION

3A

PLUMAS-SIERRA COUNTIES  
208 FAIRGROUNDS ROAD  
QUINCY, CA 95971

PHONE (530) 283-6270  
FAX (530) 283-6088

**Date:** May 28, 2021

**To:** Honorable Board of Supervisors

**From:** David Lile, County Director

**Agenda:** Item for June 8, 2021

**Item Description:** Thermo Scientific Heratherm Gravity Convection Oven.

**Background and Discussion:** Due to COVID related constraints on many of our normal program activities such as in-person workshops, events, and travel, we have saved a significant amount of our allocated budget this year. In light of this unusual circumstance we would like to use some of the unspent funding to buy a Gravity Convection Oven for our department. This is a unique item; it is specifically designed for drying vegetation and soils. This oven will allow us to gather important data such as the true production weight of forages, real-time moisture content of vegetative fire fuels, and allow us to prepare soils and plant tissues for laboratory analysis. This type of data is fundamental to several UCCE program areas including forage and livestock production, healthy soils and natural resources, and fire/fuels management and safety. Purchasing this would also allow us to cut out and cut back on sending items to an outside lab or having them sent/taken to UC Davis.

Please see the handout with specific details for the oven we would like to purchase from Hogentogler.

If you have any further questions please contact Samantha Brown at 283-6270.

Thank you for this consideration.

UNIVERSITY OF CALIFORNIA, U.S. DEPARTMENT OF AGRICULTURE AND PLUMAS-SIERRA COUNTIES COOPERATING



Cooperative Extension (Plumas-Sierra County) provides reasonable accommodations for all disabled individuals to participate in our workshops/programs. If you require accommodations, please call (530) 283-6270 at least 2 weeks in advance. Hearing impaired persons may also use the 711 Relay System to make a request.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: Farm Advisor Dept. No: 20680 Date

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input checked="" type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

**TRANSFER FROM OR**  **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR  SUPPLEMENTAL EXPENDITURE ACCOUNTS

**TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS**  
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.



Hogentogler & Co. Inc.

[Home](#)

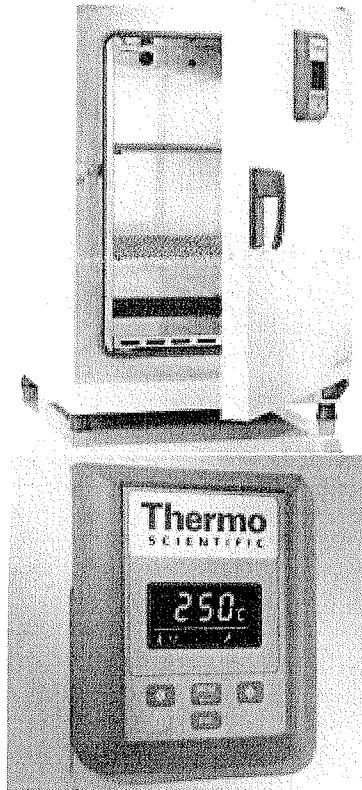
[Laboratory Ovens](#)

[Gravity Convection Ovens](#)

[Thermo Scientific Heratherm OGS180 51028874 Gravity Convection Oven](#)

## Thermo Scientific Heratherm OGS180 51028874 Gravity Convection Oven

[Email a Friend](#) [Add to Favorites](#)



Downloads:

[Brochure \(PDF\)](#)

Model #: OGS180 [Operating Manual \(PDF\)](#)

**Your Price: \$2,103.50**

List Price: \$3,005.00

Qty :



## Description

## Accessories

Thermo Scientific Heratherm General Protocol Ovens are ideally suited for routine applications, with sample safety in mind and perfect for routine day to day work, providing the ideal heating and drying solution for research, clinical or industrial needs. Heratherm General Protocol Ovens provide gravity convection for gentle drying and heating. Gravity convection units are designed to protect delicate samples while offering temperature uniformity of  $\pm 4^{\circ}\text{C}$  or better, and temperature stability of at least  $\pm 0.4^{\circ}\text{C}$  at  $150^{\circ}\text{C}$ .

## Features and Benefits

- Low energy consumption
- Built in timer
- Excellent footprint/volume ratio
- Inner chambers made from corrosion-resistant galvanized steel with rounded corners for easy cleaning
- Large, easy to view vacuum fluorescent display
- Simple, microprocessor-based touch button controls
- Doors can be opened over  $180^{\circ}$  making these units easy to access
- Automatic overtemperature alarm system to protect samples
- The exhaust vent can be used as an access port for an external temperature sensor
- All Heratherm ovens come standard with a RS232 data interface
- Easy to use, microprocessor-controlled touch button operation
- 2 Year Manufacturer's Warranty

## Technical Specifications:

<b>Max Temperature</b>	250°C (482°F)
<b>Volume</b>	6.2 cu ft (176 L)
<b>Outside Dimensions (WxHxD)</b>	25.2 x 36.2 x 29.1" (64 x 92 x 73.8 cm)
<b>Chamber Dimensions (WxHxD)</b>	17.2 x 26.8 x 23.2" (43.8 x 68 x 58.9 cm)
<b>Power</b>	120V / 14A / 1680W
<b>Spatial Temperature Deviation at 150 °C</b>	$\pm 4^{\circ}\text{C}$
<b>Temperature Deviation Over Time at 150 °C</b>	$\pm 0.4^{\circ}\text{C}$
<b>Footprint</b>	5.1 sq. ft. / 0.47 sq. m
<b>Controller Type</b>	Microprocessor control with vacuum fluorescent display

Timer

ON / OFF

1.800.638.8582

Max. Shelf Load

25 kg / 55 lbs

Number of Shelves

2 Supplied, 19 Max.

## HOGETOGLER & CO. INC.

P.O. Box 2219 Columbia, MD 21045

Toll Free (US Orders): **1.800.638.8582**

All Other Inquiries: **1.410.381.2390**

Fax: 1.410.381.2398



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3B

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

**Kevin Correira**  
Director

Board Meeting: June 8, 2021

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize board Chair to sign Contract between County and Jason Blust dba. Heat Transfer Systems to furnish and install 6 Rheem A/C Compressors at Quincy Library not to exceed \$33,474.00

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### Background

Last year we installed six new HVAC units that were energy efficient units and soon realized that the old compressor units could not keep up with the new HVAC units and would freeze the lines rendering them ineffective. I did have them on the list to be included for the next budget year coming up in July but unfortunately, we can't wait that long. We have funds for this in our capitol improvements budget.

### Recommendation

Approve and Authorize board chair to sign contract between County and Heat Transfer Systems to replace old outdated A/C compressors not to exceed \$33,474.00

## **Repair and Construction Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Facility Services Department department (hereinafter referred to as "County"), and Jason Blust, a sole proprietor, doing business as "Heat Transfer Systems" (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. **Compensation.** County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty-Three Thousand Four Hundred Seventy-Four Dollars and 00/100 (\$33,474.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than August 1, 2021, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
  - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

\_\_\_\_\_ COUNTY INITIALS

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

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

\_\_\_\_\_ COUNTY INITIALS

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

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class A&B contractor, issued by the State of California, No. 1002273.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Facility Services Department  
County of Plumas  
198 Andy's Way  
Quincy, CA 95971  
Attention: Kevin Correira

Contractor:

Heat Transfer Systems  
64 Bresciani Lane  
Quincy, CA 95971  
Attention: Jason Blust

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
41. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

\_\_\_\_\_ COUNTY INITIALS

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

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

CONTRACTOR:

Jason Blust, d/b/a  
Heat Transfer Systems

COUNTY:

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

By: \_\_\_\_\_  
Name: Jeff Engle  
Title: Chairman, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

6/3/2021

\_\_\_\_\_ COUNTY INITIALS

**EXHIBIT A**

**Scope of Work**

1. Remove six old and out of date compressor units and replace with six energy efficient new compressor units
2. Provide and pay for all labor, materials, taxes, and insurance.
3. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

**EXHIBIT B**

**Fee Schedule**

- 1. Contractor will be paid according to contract not to exceed \$33,474.00**
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. This project has a large initial cost due to the equipment that is to be purchased. The contractor requires 50% in advance upon signing the contract with the remainder due upon job completion.
4. Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within fifteen (15) days of County's receipt of Contractor's invoice.
5. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
6. The County shall not have any responsibility to make payments to any subcontractor or supplier.
7. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



**Date:** May 26, 2021

**To:** Honorable Board of Supervisors

**From:** Dana Loomis, Director

**Cc:** Nancy Selvage, Human Resources

**Agenda:** Item for June 8, 2021

**Recommendation:** Approve a request to recruit and hire a 1.50 FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator due to resignations effective March 2021 and June 10, 2021.

**Background:** As the Board is aware Plumas County Public Health Agency is required to provide a variety of state mandated services. The current vacancy has resulted in a serious shortage of available staff to meet essential services.

The Health Education Coordinator is responsible for organization, coordination, and implementation and conducts a variety of public Health Education programs and related health services, public information programs, health promotion, and prevention programs.

It is critical that this position be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services.

**Fiscal Impact:** No county general funds are required since these positions are fully funded and budgeted through programs within the Public Health Agency.

A copy of the Critical Staffing Request and Organizational Chart is attached for your review.

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



530-283-6337 **OFFICE**  
530-283-6425 **FAX**



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

100-1000-1000-1000

## CRITICAL STAFFING COMMITTEE REQUEST FORM

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

DATE OF REQUEST: 6/8/2021

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE AND BREAKDOWN FOR REQUESTED POSITION: 70560

POSITION TITLES: .1.50 FTE Health Education Coordinator, or Health Education Specialist or Community Outreach Coordinator

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO       

**For Committee use only**

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

Determination of Committee?        Recommended  
       Not Recommended

Comments: \_\_\_\_\_

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

Board Action:        Approved        Denied

Board Modifications \_\_\_\_\_

Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

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

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

50 FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator These positions are responsible for organization, coordination, implementation, and conducts a variety of public health education programs and related health services, public information programs, health promotion, prevention programs. This position became vacant in March 2021.

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

All positions are budgeted and funded in the current year.

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

There are many technical aspects to public health vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis. Ongoing vacancies can potentially cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments can result in an atmosphere of tension and anxiety if they go unfilled.

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

The negative impacts to our agency will exacerbate as the vacancies continue.

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

Not filling the HEC/HE/COCS positions will cost PCPHA funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to families and children.

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

Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If

these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

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

No.

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

No.

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

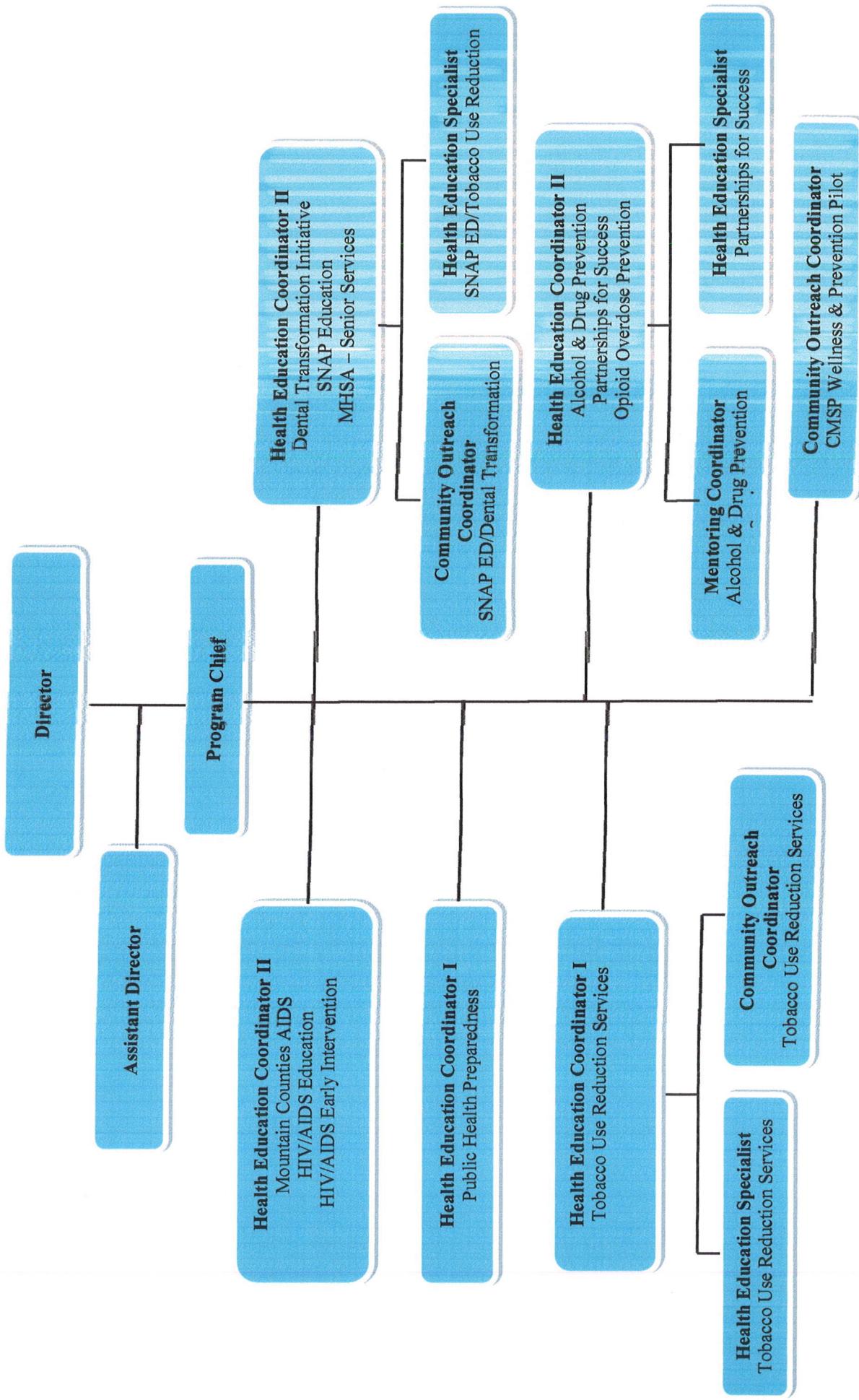
N/A. All positions requested are fully funded for the 21-22 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

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

FY 17/18	Total Cash Reserves	\$ 575,661
FY 18/19	Total Cash Reserves	\$ 582,102
FY 19/20	Total Cash Reserves	\$1,410,133

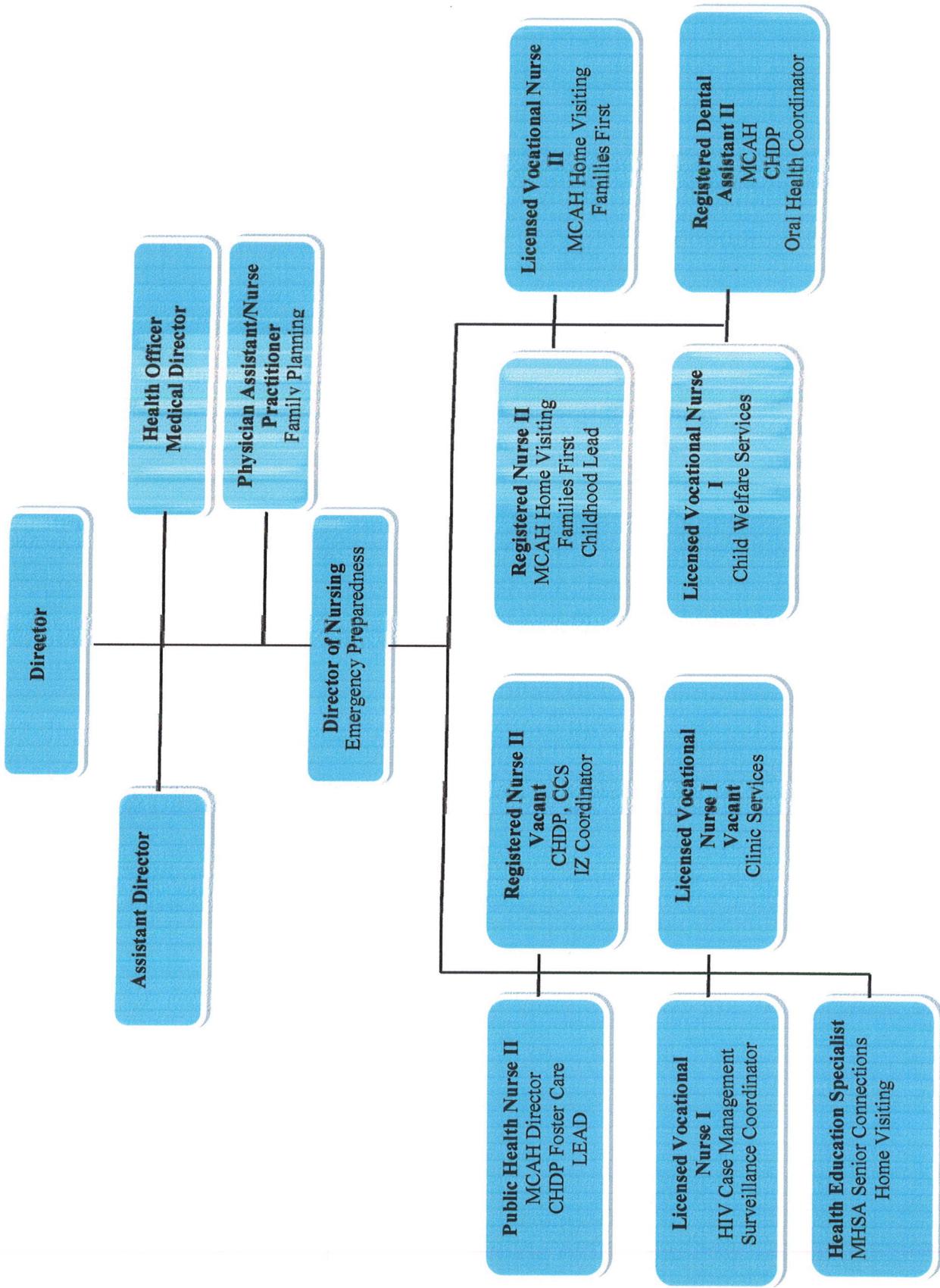
PLUMAS COUNTY PUBLIC HEALTH AGENCY  
HEALTH EDUCATION AND PREVENTION DIVISION

2



# PLUMAS COUNTY PUBLIC HEALTH AGENCY CLINIC & NURSING SERVICES DIVISION

3





**Date:** May 26, 2021

**To:** Honorable Board of Supervisors

**From:** Dana Loomis, Director

**Cc:** Nancy Selvage, Human Resources

**Agenda:** Item for June 8, 2021

**Recommendation:** Approve a request to recruit and hire a 1.00 FTE Veteran's Service Officer due to a resignation effective June 11, 2021.

**Background Information:** As the Board is aware, Plumas County provides a County Veterans Service Organization (CVSO) that works in partnership with the Veterans Administrations (VA) to assist veterans, their dependents and their survivors in obtaining VA benefits to which they are entitled. Each CVSO must be staffed by an accredited Veterans Service Officer (VSO) with a recognized accreditation by the VA to represent the interests of claimants in the processing of VA benefits claims. In Plumas County, the Division Director Veterans Service Officer serves as the County's VSO. This position promotes the welfare and rights of veterans through services such as claims assistance, case management, homeless assistance, indigent burials, information and referral, jail and hospital outreach, job referrals, transportation assistance, and veterans' advocacy.

Filling this vacancy as soon as possible will allow us to reduce any interruption in services to our current veterans and their families, and allow for the candidate to achieve accredited status.

Funding for this position is provided by a county general fund contribution and state grant funding.

A copy of the critical staffing request and organizational chart is attached for your review.

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

CRITICAL STAFFING COMMITTEE  
REQUEST FORM

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

DATE OF REQUEST: 6/8/21

DEPARTMENT TITLE: Veterans Services BUDGET CODE AND  
BREAKDOWN FOR REQUESTED POSITION: 1.00 FTE

POSITION TITLES: 1.00 FTE Veterans Services Officer

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO       

**For Committee use only**

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

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

Comments: \_\_\_\_\_

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

Board Action: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Board Modifications \_\_\_\_\_

Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

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

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

This position assists with administering and providing a program of Veteran's Services and benefits as provided by Federal, State and local agency monies and regulations; to learn and assist with counseling and advising veterans and dependents on their benefits. This position will become effective on June 11, 2021.

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

All positions are budgeted and funded in the current year. There are many technical aspects to Veterans Services vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis.

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

Compared to regional counties and counties of similar size, we have a very small veterans services staff.

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

Lack of compliance with state and federal funds.

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

Not filling the position will cost the department funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant.

However, the county has lost the value of the services being provided to local residents. We will also experience material losses in delays in billing and revenue, exacerbating cash flow issues.

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

Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

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

No.

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

No.

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

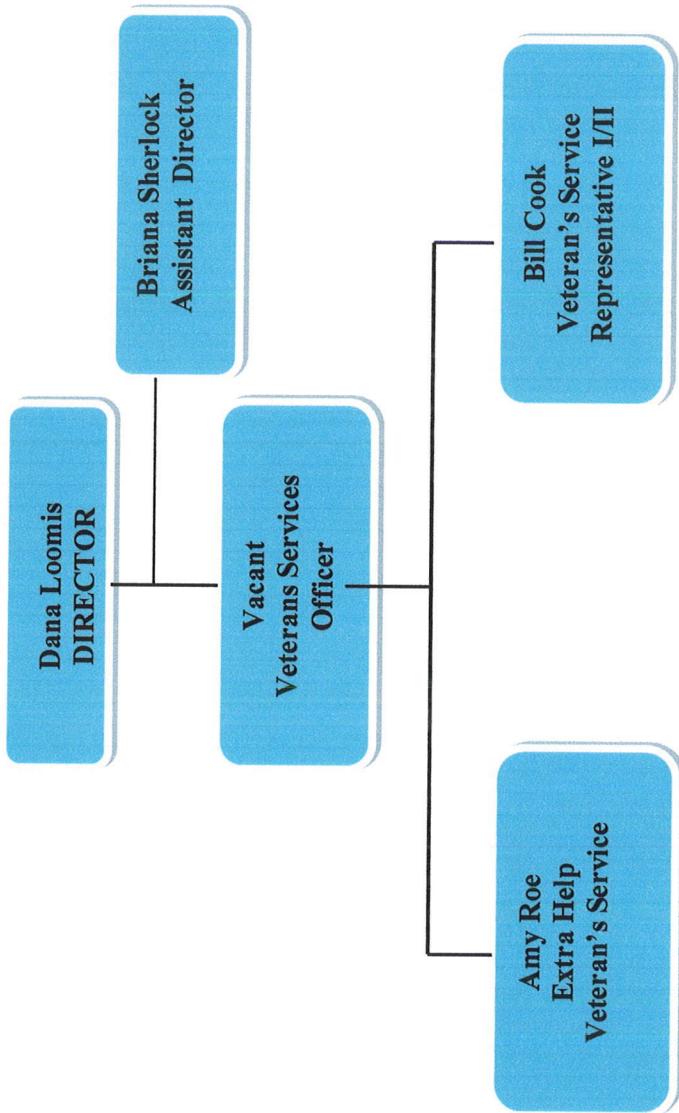
N/A. Filling this positions helps Veterans Services draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

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

No

PLUMAS COUNTY PUBLIC HEALTH AGENCY  
VETERANS SERVICES DIVISION

5





## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

### AGENDA REQUEST

For the June 8, 2021 meeting of the Plumas County Board of Supervisors

May 28, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Adopt the Senate Bill 1 Proposed Project List for FY 21/22 allocation of Road Maintenance and Rehabilitation (RMRA) funding, and, authorize the Director of Public Works to submit the project list to the California Transportation Commission (CTC) and perform related duties as may be required to administer the funds.

#### Recommended Action

Adopt the attached Senate Bill 1 Proposed Project List for FY 21/22 allocation of Road Maintenance and Rehabilitation (RMRA) funding. The allocation amount is estimated by the California State Association of Counties (CSAC) to be \$2,152,576 for Plumas County for FY 21/22. The State Controller's Office will issue monthly allocations after the County's project list is approved by the California Transportation Commission (CTC). The allocated funds will be used to finance the maintenance and improvement of Plumas County roads, bridges, maintenance facilities and fleet. Authorize the Director of Public Works or his assignees to perform related duties as may be required to administer the funds. This fiscal year agencies providing their adopted RMRA lists to the CTC by July 1 will be eligible for allocations beginning in July of 2021. The actual payments will begin two months in arrears (September 2021).

#### Background

SB 1 dedicated approximately \$1.5 billion per year in new formula revenues apportioned by the State Controller (Controller) to cities and counties for basic road maintenance, rehabilitation, and/or critical safety projects on the local streets and roads system.

To be eligible to receive funding from the Controller, each year, cities and counties must submit a proposed project list adopted at a regular meeting by their board or council that is then submitted to the California Transportation Commission (Commission). Once reviewed and adopted by the Commission, the list of eligible cities and counties to receive funding is sent to the Controller to begin the apportionment process for that fiscal year.

RMRA estimates over the initial 10-year life of SB1 were provided by CSAC and Department of Finance in 2017 (except where noted). To date, overall RMRA revenues have exceeded the estimates.

## RMRA Funding to Date

FY	State's RMRA Estimates	RMRA Actuals to date	Plumas Allocations to Pavement Projects	Plumas Allocations to Bridge, Culverts, Other non-pavement Projects	Plumas Allocations to Maintenance & Operations	Plumas Allocations to Bike/Ped Projects	Plumas Allocations to Diesel Equipment Procurement per C.A.R.B.
17/18	\$780,000	\$770,140	\$366,000	100,000		\$314,000	
18/19	\$1,790,000	\$2,039,933			\$2,039,933		
19/20	\$1,859,348	\$1,933,298	\$420,000	\$360,000	\$363,298		\$790,000
20/21	<b>*\$1,920,717</b>	<b>**\$1,534,792</b>	\$645,000		\$1,085,717		\$190,000

**\*Dept. of Finance/CSAC Budget Estimate 5/17/21**

**\*\*Partial FY 20/21 through May 2021 (9 months of allocations)**

RMRA funds are collected and disbursed on a different schedule than regular gas tax (HUTA). Revenues come to local agencies two months after collection by the State. Nine out of the twelve scheduled payments have been received thus far. CSAC distributed revised RMRA estimates for FY 20/21 and FY 21/22 based the May Revised State Budget. The State's new estimate for RMRA FY 20/21 revenues is \$2,111 over the amount adopted by the Board in June of last year.

## Proposed FY 21/22 RMRA Allocations

FY	State's RMRA Estimate	Plumas Allocations to Pavement Treatment Projects	Plumas Allocations to PW Staffing, Maintenance & Operations	Plumas Allocations to Diesel Equipment Procurement per C.A.R.B.
21/22	<b>*\$2,152,576</b>	\$600,000 <b>Part of RMRA Project #21</b>	\$1,012,576 <b>Part of RMRA Project #21</b>	\$540,000 <b>RMRA Project #22</b>

**\*Dept. of Finance/CSAC Budget Estimate 5/17/21**

### **A. Proposed Pavement Projects**

The PMS program (StreetSaver) is used for project selection is based on the following parameters:

1. \$600,000 budget for pavement treatments per year to be funded from RMRA, including a separate \$200,000 budget in pavement preventative maintenance and patching materials.
2. A 5% annual inflation rate and a 1.15% annual interest rate is assigned.
3. The 7-year Budget Scenario assumes no Secure Rural Schools funding after FY 20/21.

The PMS system works off randomly selected inspection locations collected over time so the program output always needs to be reviewed in the field for actual pavement conditions at proposed project sites. When reviewing potential projects, staff also considers the amount of pavement repair work that is needed on the roads selected prior to implementing a chip seal or an overlay and whether or not that work is in progress or still needs to be scheduled.

In addition, the logistics of pavement treatment applications must be understood. Chip seals rely on the Department's ability to stockpile aggregates in appropriate locations to meet the project's needs. In addition, chip seal projects are planned in 3.9-mile intervals (45,000 sq. ft. +/-) based on using full tanker loads of chip oil to avoid higher unit costs for partial loads or to avoid having the tanker apply oil at multiple locations widely spread apart.

Proposed pavement treatments for summer 2022 will be selected after 2021 chip seal projects are completed and final costs are in and revised unit costs are entered into StreetSaver. Staff will return to the Board in August 2021.

FY 21-22 Total Proposed Pavement Projects = \$600,000 (15 miles of chip seals and/or minor overlays).

### **Maintenance & Operations**

The Department's recommendation for FY 21/22 is for RMRA funding for labor, equipment, and materials costs for the following maintenance categories:

Maintenance Category #2 - Pavement Patching and Pavement Materials – Countywide Purchase of Patching Materials - \$200,000

Maintenance Category #3 – Culvert Materials and culvert repairs – Countywide - \$150,000

Maintenance Category #4 - Brushing/Limbing/Mowing – Countywide – for vehicle clearances, sight distance improvements and to reduce roadside fuels - \$250,000

Maintenance Category #5 - Restriping County Roads including pavement markings and sign replacements - Countywide - \$250,000

Maintenance Category #BRM - Bridge Preventative Maintenance including repairs to bridge decks, railings, abutment seats, joint seals, and scour prevention - \$150,000

Work Order #ADA – complete the update ADA Transition Plan for Public Right-of-way in the communities of Quincy, Greenville and Chester – update project lists and cost estimates - \$12,576

FY 21-22 Total Proposed for Maintenance and Operations = \$1,012,576

**FY 21-22 Total Proposed for Public Works Staffing, Maintenance and Operations = \$1,647,576**

## **B. Equipment Acquisition for CARB Compliance**

The Department's schedule of fleet replacement for meeting California Air Resources Board (CARB) diesel emission requirements is attached. The Department is requesting approval for a portion of the RMRA funds to be used to replace four F550 or equivalent Plow/Sander/Dump trucks. All vehicle acquisitions would then be approved at subsequent regular Board meetings. A summary of the remaining CARB-required equipment replacement needs due to be completed by the year 2028 is attached.

**FY 21-22 Total Proposed for Equipment Acquisition = \$540,000**

### Fiscal Impact

No impact to the general fund will result from the recommended actions. The RMRA funds will be included in the FY 21/22 Budget for the Department. These revenues are estimated to be expended over fiscal years FY 21/22 and FY 22/23 depending upon the rate of disbursement by the SCO construction schedules.

### Reason for the Recommended Action

To be eligible to receive RMRA allocations, SB 1 initially required counties to report on their planned expenditures of Road Maintenance and Rehabilitation (RMRA) funding from SB 1 pursuant to the county budget. Subsequent legislation under SB 112 (Senate Budget and Fiscal Review Committee) now allows adoption of RMRA project lists outside of the budget process to facilitate additional transparency and timely reporting. This year the CTC requests the project lists to be entered into the CALSMART reporting system by July 1, 2021.

### Recommended Action

Adopt the attached Senate Bill 1 Proposed Project Resolution for FY 21/22 allocation of Road Maintenance and Rehabilitation (RMRA) funding. The allocation amount is estimated by the California State Association of Counties (CSAC) to be \$2,152,576 for Plumas County for FY 21/22. The State Controller's Office will issue monthly allocations after the County's project list is approved by the California Transportation Commission (CTC). The allocated funds will be used to finance the maintenance and improvement of Plumas County roads, bridges, maintenance facilities and fleet. Authorize the Director of Public Works or his assignees to perform related duties as may be required to administer the funds. Agencies providing their adopted RMRA lists to the CTC By July 1 will be eligible for allocations beginning in July of 2021. The actual payments will begin two months in arrears (September 2021).

### Attachments

Plumas County RMRA Project List Resolution for FY 21/22

5/17/21 CSAC Revised RMRA Estimates

Exhibit A – Road Department Equipment Replacement Schedule for CARB Compliance by 2028

**RESOLUTION NO.\_\_\_\_\_**

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22  
FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our Plumas County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the Plumas County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the Plumas County, will receive an estimated \$2,152,576 in RMRA funding in Fiscal Year 2021-22 from SB 1 based upon the revised estimates issued by the Department of Finance and CSAC on May 17, 2021; and

**WHEREAS**, this is the fifth year in which the Plumas County is receiving SB 1 funding and will enable the Plumas County to continue essential, basic road maintenance and operations, rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the Plumas County has undergone a robust public process to ensure public input into our community's transportation priorities in cooperation with the Plumas County Transportation Commission in the completion of the 2020 Regional Transportation Plan including public meetings in the communities of Chester, Greenville, Quincy, Graeagle and Portola; and

**WHEREAS**, the Plumas County uses the StreetSaver Pavement Management System to assist in the development of cost effective pavement repair strategies, and

**WHEREAS**, the Plumas County follows California Air Resources Board (CARB) diesel emission reduction requirements to develop the Department's schedule of fleet replacement, and

**WHEREAS**, the funding from SB 1 will help the Plumas County maintain and rehabilitate the existing 680 miles of roadways and 90 bridges throughout the Plumas County over the coming fiscal year and beyond; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the Plumas County's streets and roads are in an "good" condition and this revenue will help us maintain the overall quality of our road system and over the next decade will keep our streets and roads into a "good" condition; and

**WHEREAS**, the SB 1 project list and overall investment in maintaining our existing local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure where feasible, and using new technology, materials and practices where feasible, will have significant benefits all users of the Plumas County Road System.

**WHEREAS**, the SB 1 project list has been adjusted for fiscal impacts to SB1 funding due to the COVID-19 pandemic in order to adopt a program that is fiscally sound for Plumas County based upon the best information available provided by the State as of this date.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the Board of Supervisors of Plumas County, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues:

**Plumas County RMRA Project #21 Title: Public Works Staffing, Maintenance and Operations**

**Project Description:** This project will include: costs of maintaining sufficient, trained Public Works staffing, repair and servicing of Public Works equipment, procurement of road maintenance and rehabilitation materials, procurement of Public Works safety materials and gear and the costs of operations and repairs of Maintenance Yards. This project will include all aspects of maintaining county roadways including roadway surface repairs, repairing culverts and reforming drainages to accommodate storm runoff, removing vegetation to improve visual clearances and vehicles for safety, striping and pavement markings, and repairs and replacements of signs and guardrails.

**Project Location:** Countywide - Quincy, Chester, Greenville, Graeagle, Beckwourth, La Porte Maintenance Districts

**Estimated Project Schedule:** Start (07/01/21)– Completion (09/30/22) based on the component being funded with RMRA funds

**Estimated Project Useful Life:** 1-5 years

**RMRA Allocation:** \$1,612,576

**Plumas County RMRA Project #22 Title: Equipment Acquisition**

**Project Description:** Equipment acquisition contract for equipment replacement to meet C.A.R.B. diesel emissions reductions compliance. This project will include: Replace (4) Ford F550 Plow/Sander/Dump Trucks for C.A.R.B. compliance.

**Project Location:** Units are used countywide - Quincy, Chester, Greenville, Graeagle, Beckwourth, La Porte Maintenance Districts

**Estimated Project Schedule:** Start (07/01/21)– Completion (09/30/22) based on the component being funded with RMRA funds

**Estimated Project Useful Life:** 25 years

**RMRA Allocation:** \$540,000

3. The following previously adopted projects may also utilize Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues in their delivery if necessary. With the relisting of these projects in the adopted fiscal year resolution, the Plumas County is reaffirming to the public and the State our intent to continue to fund and complete these projects with Road Maintenance and Rehabilitation Account revenues:

**From the FY 17/18 Project List:**

**Project Title:** Greenville Streets Pavement Rehabilitation

**Project Description:** Sidewalk and Curb Ramp Reconstruction – coordination with School District's Sidewalk Replacement Project (currently pending). at Greenville Jr./Sr. High School on Grand Street

**Project Location:** Bush Street and Grand Street in Greenville

**Estimated Project Schedule:** Start (07/21) – Completion (12/22)

*(Project schedule pending on adjacent School District Sidewalk Project delayed by COVID-19)*

**Estimated Project Useful Life:** 25

**RMRA Funds currently remaining and set aside in Budget and available = \$148,116**

**From the FY 17/18 Project List:**

**Project Title:** Blairsden-Graeagle Road Bridge Replacement

**Project Description:** Final Design Phase - Matching funds for Federal Bridge Program to complete final design and bid documents.

**Project Location:** Br. No. 9C-0134 over Middle Fork of the Feather River

**Estimated Project Schedule:** Start (07/20) – Completion (12/21)

**Estimated Project Useful Life:** 50

**RMRA Funds currently set aside in Budget and available = \$39,346**

**PASSED AND ADOPTED** by the Board of Supervisors of Plumas County, State of California this eighth day of June, 2021, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

ATTEST: Chair, Board of Supervisors

Clerk of the Board of Supervisors

## Revised County HUTA and RMRA Revenue Estimates - FY 2020-21

COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
ALAMEDA	\$6,498,204	\$12,196,113	\$5,569,340	\$369,285	\$17,279,723	\$41,912,666
ALPINE	\$125,310	\$294,300	\$139,772	\$21,050	\$333,219	\$913,651
AMADOR	\$618,486	\$624,022	\$462,206	\$169,370	\$1,644,650	\$3,518,735
BUTTE	\$2,101,841	\$2,179,806	\$1,570,743	\$369,632	\$5,589,118	\$11,811,141
CALAVERAS	\$938,802	\$901,127	\$701,583	\$282,871	\$2,496,419	\$5,320,802
COLUSA	\$733,388	\$599,708	\$548,074	\$103,970	\$1,950,191	\$3,935,330
CONTRA COSTA	\$5,475,727	\$9,885,229	\$4,740,815	\$810,873	\$14,560,799	\$35,473,444
DEL NORTE	\$380,968	\$300,416	\$284,704	\$98,066	\$1,013,053	\$2,077,208
EL DORADO	\$1,992,481	\$3,438,109	\$1,844,197	\$722,721	\$5,298,314	\$13,295,822
FRESNO	\$6,931,937	\$8,368,603	\$5,180,361	\$1,040,600	\$18,433,086	\$39,954,586
GLENN	\$894,979	\$736,052	\$668,834	\$124,359	\$2,379,886	\$4,804,108
HUMBOLDT	\$1,710,576	\$1,538,771	\$1,278,344	\$358,999	\$4,548,686	\$9,435,376
IMPERIAL	\$3,128,842	\$2,315,518	\$2,338,239	\$373,771	\$8,320,071	\$16,476,441
INYO	\$1,037,287	\$972,594	\$775,184	\$106,130	\$2,758,307	\$5,649,503
KERN	\$6,433,033	\$7,513,593	\$4,807,521	\$1,703,233	\$17,106,424	\$37,563,805
KINGS	\$1,332,219	\$1,158,017	\$995,591	\$194,450	\$3,542,574	\$7,222,851
LAKE	\$935,723	\$880,049	\$699,283	\$298,562	\$2,488,232	\$5,301,849
LASSEN	\$899,929	\$952,386	\$672,533	\$112,598	\$2,393,050	\$5,030,496
LOS ANGELES	\$39,215,328	\$72,912,312	\$33,349,418	\$2,329,769	\$104,279,584	\$252,086,411
MADERA	\$1,944,968	\$1,466,900	\$1,453,509	\$421,943	\$5,171,968	\$10,459,288
MARIN	\$1,467,543	\$2,271,408	\$1,121,024	\$257,818	\$3,902,424	\$9,020,217
MARIPOSA	\$594,092	\$518,211	\$443,976	\$115,248	\$1,579,782	\$3,251,309
MENDOCINO	\$1,390,933	\$1,168,957	\$1,039,469	\$350,604	\$3,698,706	\$7,648,669
MERCED	\$2,610,551	\$2,347,050	\$1,950,912	\$505,554	\$6,941,856	\$14,355,923
MODOC	\$874,538	\$860,596	\$653,558	\$56,261	\$2,325,532	\$4,770,485
MONO	\$643,262	\$798,122	\$480,721	\$28,802	\$1,710,533	\$3,661,441
MONTEREY	\$2,909,122	\$3,775,796	\$2,174,039	\$756,970	\$7,735,802	\$17,351,730
NAPA	\$1,046,471	\$1,383,307	\$782,046	\$274,753	\$2,782,726	\$6,269,303
NEVADA	\$1,083,719	\$1,501,719	\$809,882	\$276,255	\$2,881,775	\$6,553,350
ORANGE	\$13,303,405	\$25,968,303	\$11,795,522	\$644,443	\$35,375,798	\$87,087,470
PLACER	\$2,960,668	\$5,443,602	\$2,730,441	\$716,748	\$7,872,870	\$19,724,328
PLUMAS	\$722,304	\$1,061,487	\$539,791	\$134,447	\$1,920,717	\$4,378,746
RIVERSIDE	\$11,695,159	\$19,785,601	\$9,369,696	\$1,354,060	\$31,099,225	\$73,303,741

### Revised County HUTA and RMRA Revenue Estimates - FY 2020-21

COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
SACRAMENTO	\$8,320,830	\$12,976,654	\$6,578,307	\$1,865,148	\$22,126,367	\$51,867,306
SAN BENITO	\$698,270	\$679,075	\$521,829	\$139,491	\$1,856,806	\$3,895,472
SAN BERNARDINO	\$11,136,569	\$18,673,020	\$8,838,709	\$1,268,644	\$29,613,848	\$69,530,789
SAN DIEGO	\$15,407,147	\$27,611,004	\$12,996,609	\$1,711,603	\$40,969,971	\$98,696,334
SAN FRANCISCO*	\$2,984,429	\$4,425,227	\$2,230,317	\$9,600	\$7,936,056	\$17,585,629
SAN JOAQUIN	\$4,694,248	\$6,669,899	\$3,508,096	\$795,657	\$12,482,727	\$28,150,626
SAN LUIS OBISPO	\$2,561,429	\$2,943,998	\$1,914,202	\$576,737	\$6,811,233	\$14,807,597
SAN MATEO	\$3,416,031	\$6,303,808	\$2,907,012	\$254,915	\$9,083,751	\$21,965,516
SANTA BARBARA	\$2,581,398	\$3,843,976	\$2,014,088	\$700,156	\$6,864,333	\$16,003,951
SANTA CLARA	\$7,990,962	\$14,908,533	\$6,725,102	\$264,466	\$21,249,195	\$51,138,259
SANTA CRUZ	\$1,693,674	\$2,477,804	\$1,346,960	\$561,171	\$4,503,740	\$10,583,350
SHASTA	\$2,001,533	\$2,292,162	\$1,495,781	\$362,729	\$5,322,384	\$11,474,588
SIERRA	\$349,534	\$429,115	\$261,213	\$30,617	\$929,463	\$1,999,941
SISKIYOU	\$1,432,070	\$1,551,758	\$1,070,212	\$180,578	\$3,808,094	\$8,042,712
SOLANO	\$2,495,117	\$4,045,481	\$1,872,656	\$179,556	\$6,634,900	\$15,227,710
SONOMA	\$3,600,208	\$5,002,167	\$2,690,500	\$813,513	\$9,573,506	\$21,679,894
STANISLAUS	\$3,708,062	\$4,938,756	\$2,771,101	\$637,375	\$9,860,307	\$21,915,601
SUTTER	\$1,126,435	\$1,038,658	\$841,805	\$178,904	\$2,995,365	\$6,181,167
TEHAMA	\$1,258,509	\$987,560	\$940,507	\$229,500	\$3,346,570	\$6,762,646
TRINITY	\$663,071	\$695,055	\$495,525	\$84,107	\$1,763,209	\$3,700,968
TULARE	\$4,410,451	\$4,028,689	\$3,296,009	\$637,073	\$11,728,066	\$24,100,287
TUOLUMNE	\$874,706	\$945,925	\$653,683	\$281,489	\$2,325,977	\$5,081,780
VENTURA	\$4,212,176	\$7,574,827	\$3,596,749	\$540,063	\$11,200,824	\$27,124,638
YOLO	\$1,550,876	\$1,878,141	\$1,158,997	\$154,756	\$4,124,018	\$8,866,788
YUBA	\$895,470	\$763,922	\$669,201	\$247,686	\$2,381,193	\$4,957,472
<b>TOTALS</b>	<b>\$214,695,000</b>	<b>\$333,803,000</b>	<b>\$173,366,500</b>	<b>\$28,189,748</b>	<b>\$570,907,000</b>	<b>\$1,320,961,248</b>

\* county share only

## Revised County HUTA and RMRA Revenue Estimates - FY 2021-22

COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
ALAMEDA	\$7,768,380	\$13,320,340	\$6,070,001	\$401,485	\$19,365,644	\$46,925,850
ALPINE	\$149,804	\$294,996	\$140,260	\$22,075	\$373,444	\$980,578
AMADOR	\$739,379	\$675,880	\$501,694	\$183,673	\$1,843,184	\$3,943,810
BUTTE	\$2,512,679	\$2,372,409	\$1,704,938	\$401,863	\$6,263,808	\$13,255,697
CALAVERAS	\$1,122,305	\$969,701	\$761,523	\$307,335	\$2,797,774	\$5,958,638
COLUSA	\$876,740	\$606,791	\$594,898	\$112,418	\$2,185,608	\$4,376,454
CONTRA COSTA	\$6,546,043	\$10,792,188	\$5,164,474	\$882,606	\$16,318,505	\$39,703,816
DEL NORTE	\$455,435	\$318,318	\$309,028	\$105,985	\$1,135,344	\$2,324,110
EL DORADO	\$2,381,943	\$3,641,185	\$1,958,663	\$786,562	\$5,937,899	\$14,706,252
FRESNO	\$8,286,893	\$9,117,187	\$5,622,939	\$1,132,898	\$20,658,234	\$44,818,152
GLENN	\$1,069,916	\$745,047	\$725,975	\$134,632	\$2,667,173	\$5,342,743
HUMBOLDT	\$2,044,935	\$1,671,896	\$1,387,558	\$390,278	\$5,097,780	\$10,592,447
IMPERIAL	\$3,740,423	\$2,364,243	\$2,538,005	\$406,372	\$9,324,428	\$18,373,471
INYO	\$1,240,042	\$979,199	\$841,411	\$114,772	\$3,091,276	\$6,266,699
KERN	\$7,690,470	\$8,194,217	\$5,218,247	\$1,854,853	\$19,171,425	\$42,129,213
KINGS	\$1,592,622	\$1,263,204	\$1,080,648	\$210,998	\$3,970,216	\$8,117,688
LAKE	\$1,118,625	\$959,244	\$759,025	\$324,431	\$2,788,599	\$5,949,923
LASSEN	\$1,075,834	\$960,922	\$729,990	\$121,819	\$2,681,927	\$5,570,492
LOS ANGELES	\$46,880,578	\$79,631,392	\$36,348,306	\$2,537,478	\$116,867,687	\$282,265,442
MADERA	\$2,325,142	\$1,598,252	\$1,577,688	\$458,857	\$5,796,302	\$11,756,241
MARIN	\$1,754,398	\$2,477,758	\$1,219,942	\$280,039	\$4,373,504	\$10,105,642
MARIPOSA	\$710,217	\$524,627	\$481,906	\$124,706	\$1,770,485	\$3,611,942
MENDOCINO	\$1,662,813	\$1,271,298	\$1,128,275	\$381,132	\$4,145,195	\$8,588,713
MERCED	\$3,120,824	\$2,562,140	\$2,117,586	\$549,953	\$7,779,842	\$16,130,345
MODOC	\$1,045,481	\$863,837	\$709,394	\$60,439	\$2,606,258	\$5,285,409
MONO	\$768,998	\$802,224	\$521,791	\$30,521	\$1,917,020	\$4,040,555
MONTEREY	\$3,477,755	\$4,121,235	\$2,359,776	\$823,878	\$8,669,629	\$19,452,272
NAPA	\$1,251,020	\$1,508,416	\$848,860	\$298,490	\$3,118,643	\$7,025,429
NEVADA	\$1,295,548	\$1,616,211	\$879,074	\$300,127	\$3,229,648	\$7,320,609
ORANGE	\$15,903,764	\$28,366,688	\$12,858,534	\$701,276	\$39,646,185	\$97,476,448
PLACER	\$3,539,376	\$5,828,871	\$2,923,531	\$780,054	\$8,823,243	\$21,895,076
PLUMAS	\$863,490	\$1,069,286	\$585,907	\$145,624	\$2,152,576	\$4,816,883
RIVERSIDE	\$13,981,161	\$21,603,692	\$10,208,858	\$1,474,421	\$34,853,366	\$82,121,497

## Revised County HUTA and RMRA Revenue Estimates - FY 2021-22

COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
SACRAMENTO	\$9,947,267	\$14,174,241	\$7,168,684	\$2,031,264	\$24,797,350	\$58,118,805
SAN BENITO	\$834,757	\$739,499	\$566,411	\$151,120	\$2,080,951	\$4,372,738
SAN BERNARDINO	\$13,313,386	\$20,336,868	\$9,607,297	\$1,381,358	\$33,188,681	\$77,827,590
SAN DIEGO	\$18,418,715	\$30,152,375	\$14,162,784	\$1,863,972	\$45,915,659	\$110,513,505
SAN FRANCISCO*	\$3,567,783	\$4,831,934	\$2,420,862	\$9,600	\$8,894,056	\$19,724,234
SAN JOAQUIN	\$5,611,812	\$7,284,551	\$3,807,806	\$866,028	\$13,989,578	\$31,559,775
SAN LUIS OBISPO	\$3,062,100	\$3,211,501	\$2,077,739	\$627,509	\$7,633,450	\$16,612,299
SAN MATEO	\$4,083,747	\$6,884,622	\$3,167,968	\$276,877	\$10,180,295	\$24,593,508
SANTA BARBARA	\$3,085,972	\$4,193,886	\$2,192,281	\$761,977	\$7,692,960	\$17,927,077
SANTA CLARA	\$9,552,920	\$16,284,611	\$7,330,760	\$287,282	\$23,814,290	\$57,269,863
SANTA CRUZ	\$2,024,729	\$2,699,359	\$1,464,175	\$610,550	\$5,047,409	\$11,846,221
SHASTA	\$2,392,764	\$2,482,489	\$1,623,572	\$394,342	\$5,964,875	\$12,858,042
SIERRA	\$417,855	\$430,464	\$283,529	\$32,499	\$1,041,664	\$2,206,010
SISKIYOU	\$1,711,990	\$1,566,826	\$1,161,644	\$195,885	\$4,267,788	\$8,904,134
SOLANO	\$2,982,827	\$4,417,557	\$2,040,314	\$194,771	\$7,435,831	\$17,071,300
SONOMA	\$4,303,925	\$5,457,938	\$2,920,360	\$885,482	\$10,729,171	\$24,296,877
STANISLAUS	\$4,432,861	\$5,393,398	\$3,007,847	\$693,575	\$11,050,593	\$24,578,274
SUTTER	\$1,346,615	\$1,132,813	\$913,724	\$194,060	\$3,356,950	\$6,944,162
TEHAMA	\$1,504,505	\$1,005,027	\$1,020,858	\$249,186	\$3,750,551	\$7,530,127
TRINITY	\$792,679	\$699,580	\$537,860	\$90,777	\$1,976,054	\$4,096,951
TULARE	\$5,272,542	\$4,391,189	\$3,577,600	\$693,246	\$13,143,819	\$27,078,397
TUOLUMNE	\$1,045,681	\$1,014,918	\$709,530	\$305,829	\$2,606,757	\$5,682,715
VENTURA	\$5,035,512	\$8,267,888	\$3,917,302	\$587,552	\$12,552,930	\$30,361,184
YOLO	\$1,854,019	\$2,049,889	\$1,258,015	\$167,751	\$4,621,848	\$9,951,522
YUBA	\$1,070,504	\$829,685	\$726,373	\$269,000	\$2,668,639	\$5,564,201
<b>TOTALS</b>	<b>\$256,660,500</b>	<b>\$363,026,000</b>	<b>\$188,544,000</b>	<b>\$30,663,546</b>	<b>\$639,824,000</b>	<b>\$1,478,718,046</b>

\* county share only

**Exhibit A**

Plumas County Dept. of Public Works

**Summary of Equipment Replacement Schedule for Full C.A.R.B. Compliance by 2028  
Proposed for Future RMRA Funding**

Fiscal Year	Cat. 2		Units	Cat. 3	Units	Cat. 5	Units	Cat. 1	Units	Budget
	On-Road	Equipment		On-Road	Equipment	On-Road	Equipment	Off-Road	Equipment	Total
19/20	\$ 790,000	4								\$ 790,000
20/21			\$ 190,000	2						\$ 190,000
21/22			\$ 540,000	4						\$ 540,000
22/23			\$ 205,000	1	\$ 140,000	1	\$ 175,000	1		\$ 520,000
23/24			\$ -	2	\$ 140,000	1	\$ 450,000	1		\$ 590,000
24/25			\$ 50,000	1	\$ 140,000	1	\$ 200,000	1		\$ 390,000
25/26								\$ 175,000	1	\$ 175,000
26/27								\$ 175,000	1	\$ 175,000
Total	\$ 790,000	4	\$ 985,000	10	\$ 420,000	4	\$ 1,175,000	6		\$ 3,370,000

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323  
 John Mannie, P.E., Director Joe Blackwell, Deputy Director



**Heavy Equipment Fleet**

**Schedule of Units Requiring Replacement for C.A.R.B. Diesel Emissions Compliance**

**Category One - On-Road - Failed Opacity Test (Repair/Replace)**

Equip. #	Mileage	Age	Year	Description	New Rep. Cost	Used Rep. Cost
49	213,000	40	1979	Int. S2574 Plow/Dump	N/A	<\$5k
52	223,000	40	1979	Int. S2500 Plow/Dump	N/A	<\$5k
56	143,000	40	1979	Int. S2500 Plow/Dump	N/A	<\$5k
66	157,000	29	1990	Int. 5070 Plow	N/A	<\$5k
70	18,000	12	2007	Freightliner Tractor	\$25,000	\$25,000
75	14,000	12	2007	Freightliner Tractor	\$25,000	\$25,000
114	208,000	37	1982	Ford LT9000 Dump	N/A	<\$5k

**Category Two - On-Road - C.A.R.B. Requirement 1993 & older engine must apply BACT (replace) by 2020**

Equip. #	Mileage	Age	Year	Description	New Rep. Cost	Used Rep. Cost
112	259,966	36	1982	Ford LT9000 10 yard Dump Truck	\$170,000	\$130,000
113	309,034	37	1982	Ford LT9000 10 yard Dump Truck	\$170,000	\$130,000
116	706,000	47	1972	Peterbilt 359A 10 yard Dump Truck	\$170,000	\$130,000
200	7,015 hrs.	25	1994	Volvo Paint Stripper	\$280,000	\$280,000

**Category Three - On-Road - C.A.R.B. Requirement apply BACT (replace) to 1994 to 2006 engines by 2025**

Equip. #	Mileage	Age	Year	Description	New Rep. Cost	Used Rep. Cost
117	132,000	23	1996	Freightliner D120064 10 yard Dump Truck	N/A	<\$5k
119	107,000	23	1996	Freightliner D120064 10 yard Dump Truck	N/A	<\$5k
161	143,000	18	2001	Ford F550 Plow/Sander/Dump Truck	\$135,000	\$95,000
162	82,000	18	2001	Ford F550 Plow/Sander/Dump Truck	\$135,000	\$95,000
163	123,000	18	2001	Ford F550 Plow/Sander/Dump Truck	\$135,000	\$135,000
164	273,000	14	2004	Ford F550 Plow/Sander/Dump Truck	\$135,000	\$135,000
165	100,000	18	2001	Ford F550 Plow/Sander/Dump Truck	\$135,000	\$135,000
166	68,000	18	2001	Ford F550 Plow/Sander/Dump Truck	\$135,000	\$135,000
167	66,000	18	2001	Ford F550 Mechanic Service Truck	\$140,000	\$90,000
168	164,000	22	1997	Peterbilt Mechanic Service Truck	\$160,000	\$115,000
169	600,000	20	1999	Peterbilt Mechanic Service Truck	\$160,000	\$115,000
303	176,000	13	2006	International 4300 Flat Bed Truck	\$50,000	\$50,000

**Category Five - On-Road Low-Use (up to 3,000 miles or 150 hrs. per year. 5-year "rolling" annual average)**

Equip. #	Mileage	Age	Year	Description	New Rep. Cost	Used Rep. Cost
112	259,966	36	1982	Ford LT9000 10 yard Dump Truck	\$170,000	\$140,000
113	309,034	36	1982	Ford LT9000 10 yard Dump Truck	\$170,000	\$140,000
116	706,000	46	1972	Peterbilt 359A 10 yard Dump Truck	\$170,000	\$140,000

**Category One - Off-Road - CARB Requirement - Must Replace 100% by 2028**

Equip. #	Age	Year	Description	New Rep. Cost	Used Rep. Cost
400	18	2001	Cat IT14G Large Mower	\$350,000	\$350,000
402	22	1997	Cat 426C Back-Hoe	\$250,000	\$175,000
403	12	2007	Cat 420E Back-Hoe	\$250,000	\$175,000
Add New			Cat 420E Back-Hoe	\$250,000	\$175,000
405	11	2008	Cat 305CCR Mini Excavator	\$150,000	\$100,000
407	11	2008	Cat 320DLRR Large Excavator	\$300,000	\$200,000



# COUNTY ADMINISTRATOR

Gabriel Hydrick

## AGENDA REQUEST AND STAFF REPORT

For the June 8, 2021 meeting of the Plumas County Board of Supervisors

**Subject: LAFCO 2021-0001 ANNEXATION REQUEST: Annexation of 50.63 acres consisting of 113 parcels to the Hamilton Branch Community Services District**

**To:** Honorable Board of Supervisors, Clerk of the Board, County Counsel

**From:** Gabriel Hydrick, County Administrator

**Date:** 6/2/2021

### **Background/Introduction:**

On February 8<sup>th</sup>, 2021 the LAFCO Executive Officer, Jennifer Stephenson, notified the County of an annexation request of 50.63 acres consisting of 113 parcels that are entirely surrounded by the Hamilton Branch Community Services District (HBCSD). The intent of the annexation is for HBCSD to take over the Hamilton Branch Mutual Water Company's domestic water services and dissolve the Hamilton Branch Mutual Water Company.

As per the California Revenue and Taxation Code for this process, the Auditor's office drafted a letter to the Board of Supervisors, which was received on March 19, 2021, and the County Administrator reached out to the General Manager, Michael Saitone, with a phone call and letter the third week of May. Mr. Saitone and the County Administrator briefly discussed the circumstance that there would be no transfer of taxes due to the fact the water company does not receive tax money. The Hamilton Branch CSD does not currently receive any property tax allocation and is not seeking such allocation as part of this proposal. Therefore, the property tax negotiation was simple and more a matter of formalities and procedure. Due to the delay of the County Administrator moving this item along, a 30 day extension was added to the timeline. To continue the annexation process, a resolution is being brought before the Board.

### **Finding Analysis:**

Staff finds that the process for annexation to date has been met and HBCSD acknowledges they will not be receiving property taxes.

### **Recommended Actions:**

Staff respectfully requests the Board to:

- Authorize the County Administrator to sign any documents pertaining to implementation of this resolution and to act as the Board of Supervisors representative in above related property tax exchange matter.
- Adopt the attached resolution

Or

- Provide different direction to staff

**Fiscal Impact:**

No fiscal impacts to the County

**Attachments:**

Attachment 'A'- County Administrator Letter to HBCSD

Attachment 'B'- HBCSD Response Letter

Attachment 'C'- Auditor Notification Letter to the Board and Special Districts

Attachment 'D'- LAFCO Executive Director Letter to Board of Supervisors, Auditor and others.

**BOARD OF SUPERVISORS, COUNTY OF PLUMAS, STATE OF  
CALIFORNIA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION PERTAINING TO TAX REVENUE EXCHANGE BETWEEN  
THE COUNTY OF PLUMAS AND THE HAMILTON BRANCH COMMUNITY  
SERVICE DISTRICT IN PLUMAS COUNTY FOR THE ANNEXATION OF  
THE HAMILTON BRANCH MUTUAL WATER COMPANY IN PLUMAS  
COUNTY AND DISSOLUTION OF THE ENTIRE HAMILTON BRANCH  
MUTUAL WATER COMPANY IN PLUMAS COUNTY**

**WHEREAS**, a proposal has been filed with the Plumas LAFCo Executive Officer to annex all of the territory within the Hamilton Branch Mutual Water Company in Plumas County to the Hamilton Branch Community Services District in Plumas County and to concurrently dissolve the entire Hamilton Branch Mutual Water Company – LAFCo Project 2021-Annx-0001; and

**WHEREAS**, under the provisions of Proposition 13 adopted in 1978, the distribution of property taxes within each county became the responsibility of the County Board of Supervisors; and

**WHEREAS**, Proposition 13 failed to make any provision for the redistribution of these taxes, as a result of reorganization of districts within the County; and

**WHEREAS**, Revenue and Taxation Code Section 99(b) designates the Plumas County Board of Supervisors as the agency responsible for deciding cases of jurisdictional change which will alter the service area or responsibility of a local agency, Revenue and Taxation Code Section 99(b) requires that the amount of property tax revenue to be exchanged, if any, and the amount of annual tax increment to be exchanged among the affected local agencies shall be determined by negotiation; and

**WHEREAS**, Section 99 of the Revenue and Taxation Code requires, before the LAFCo Executive Officer issues a certificate of filing for a proposed jurisdictional change, that an exchange of property tax revenue be negotiated between the affected agencies; and

**WHEREAS**, notification and consultation of the affected district has occurred and negotiations have been held between the County of Plumas and the Hamilton Branch Community Services District; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Supervisors of the County of Plumas as follows:

1. That the recitals set forth above are true, correct and valid.

2. That the jurisdiction change will not decrease the responsibility for services by either the County of Plumas or any affected local agencies.
3. That the Board of Supervisors of the County of Plumas agrees to accept the following negotiated exchange of property tax revenues and annual tax increment.
  - a. Property tax revenue in the amount of zero dollars (\$0) shall be transferred from the Plumas County General Fund to the Hamilton Branch Community Services District
  - b. Annual tax increment in the amount of zero dollars (\$0) shall be transferred from the Plumas County General Fund to the Hamilton Branch Community Services District
4. Upon finalization of the LAFCo Project 2021-Annx-0001, property tax revenues generated from within the subject area shall be governed by this resolution and shall be allocated for the following Tax Rate Areas (TRA):

104-422-001	104-321-011	104-421-007	104-421-021	104-423-004	104-291-004	104-332-014
104-422-002	104-314-001	104-421-008	104-421-022	104-423-005	104-281-005	104-332-015
104-422-003	104-314-002	104-421-009	104-311-016	104-423-006	104-281-006	104-331-018
104-422-004	104-311-009	104-421-010	104-311-017	104-423-007	104-281-007	104-331-019
104-422-005	104-311-010	104-421-011	104-311-018	104-423-008	104-281-008	104-331-020
104-422-006	104-311-011	104-351-005	104-311-019	104-423-009	104-281-009	104-331-021
104-422-007	104-311-012	104-351-004	104-311-020	104-423-010	104-281-010	104-331-022
104-422-008	104-311-013	104-421-012	104-311-021	104-423-011	104-281-011	104-331-023
104-313-001	104-311-014	104-421-013	104-303-011	104-423-012	104-281-012	104-282-001
104-313-002	104-311-015	104-421-014	104-303-012	104-423-013	104-281-013	104-282-002
104-313-003	104-421-001	104-421-015	104-303-013	104-423-014	104-281-014	104-282-003
104-313-004	104-421-002	104-421-016	104-303-014	104-423-015	104-281-015	104-282-004
104-313-005	104-421-003	104-421-017	104-303-015	104-423-016	104-281-016	104-282-005
104-324-002	104-421-004	104-421-018	104-303-016	104-423-018	104-281-017	104-282-006
104-324-001	104-421-005	104-421-019	104-423-002	104-281-002	104-332-012	104-282-007
104-321-010	104-421-006	104-421-020	104-423-003	104-281-003	104-332-013	104-282-008

Notwithstanding the paragraph above, the future incremental property tax allocated to the County General Fund and all local taxing entities shall not be changed because of this reorganization.

5. This determination is made without prejudice to any future jurisdictional changes and does not establish a precedent for making future determinations pursuant to Section 99 of the revenue and taxation code.
6. The Clerk is directed to file a certified copy of this resolution to the Plumas Local Agency Formation Commission, the Plumas County Administrative Office, the Auditor of the County of Plumas, the Hamilton Branch Community Services District, and the Hamilton Branch Mutual Water Company.

4. Upon completion of the LAFCo proceedings, the Plumas County Auditor-Controller is hereby directed to distribute the property tax revenues within the reorganization territory in accordance with this resolution.

**BE IT FURTHER RESOLVED** the County Administrator, is hereby authorized to sign any documents pertaining to implementation of this resolution and to act as the Board of Supervisors representative in above related property tax exchange matter.

The foregoing property tax revenue exchange resolution was passed and adopted at a Regular meeting of the Board of Supervisors of the County of Plumas held on the \_\_\_<sup>th</sup> day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

JEFF ENGEL, CHAIRPERSON  
BOARD OF SUPERVISORS

ATTEST: \_\_\_\_\_  
Clerk to the Board of Supervisors

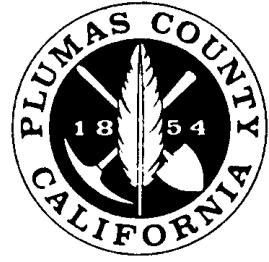
APPROVED AS TO FORM:

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County Counsel

C O U N T Y   A D M I N I S T R A T O R

G a b r i e l   H y d r i c k



5/12/2021

Hamilton Branch Community Services District  
3749 Highway A-13  
Lake Almanor CA 96137

Re: Property Tax Exchange Negotiations; Plumas LAFCO File No. 2021-ANX-0001  
Hamilton Branch Community Service District; Annexation of Hamilton Branch Mutual  
Water Company

Mr. Saitone:

On behalf of the Plumas County Board of Supervisors, I am notifying you of a petition that has been filed with the Plumas County Local Agency Formation Commission (LAFCO) proposing that certain territory be annexed to the Hamilton Branch Community Service District. Additionally, since the timeline for negotiation was exceeded, I am notifying you of a 90-day extension for negotiations based off the receipt of the Auditor's notice to my office on 3/19/2021.

This situation is unique in that Hamilton Branch Mutual Water Company does not receive property taxes, therefore Hamilton Branch Community Service District should anticipate the same condition, which simplifies the negotiation process and this is more a matter of formality. Nevertheless, the County and District should meet and agree accordingly and I have included the outline of this procedure below.

California Revenue and Taxation Code section 99 provides that when there is a "jurisdictional change" that would "affect the service area or service responsibility of one or more special districts" the County Auditor is to estimate what proportion of property tax revenue generated within the subject territory is attributable to each local agency whose service area or service responsibility will be affected by the change. By now, you should have received that information from the Plumas County Auditor. Subdivision (b)(4) of section 99 provides that upon receipt of the Auditor's estimates, the local agencies shall commence negotiations to determine the amount of property tax revenues to be exchanged between and among the local agencies.

Subdivision (b)(5) of Revenue and Taxation Code section 99 provides that:

In the event that a jurisdictional change would affect the service area or service responsibility of one or more special districts, the board of supervisors of the county or

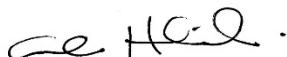
counties in which the districts are located shall, on behalf of the district or districts, negotiate any exchange of property tax revenues. Prior to entering into negotiation on behalf of a district for the exchange of property tax revenue, the board shall consult with the affected district. The consultation shall include, at a minimum, notification to each member and executive officer of the district board of the pending consultation and provision of adequate opportunity to comment on the negotiation.

This will serve as notification on behalf of the Plumas County Board of Supervisors that the Board of Supervisors will negotiate any exchange of property tax revenues on behalf of your District, unless you give notice that your District intends to negotiate on its own behalf. If your District will negotiate on its own behalf, please notify Plumas County and all the other agencies in writing within fourteen (14) days of the date of this letter. Please also provide contact information for the District's representatives for the purpose of the negotiations. Notice to Plumas County may be sent to this office at the address shown in the footer. If we do not hear from your District with fourteen (14) days, the Plumas County Board of Supervisors will negotiate any exchange of property tax revenues on behalf of your District.

The initial time period for negotiations is 60 days from the date of the notice from the County Auditor. That time may be extended to 90 days by written notice given to the other local agencies, the County Auditor, and LAFCO. See Revenue and Taxation Code section 99(b)(4). LAFCO cannot finalize the annexation until the local agencies included in the property tax revenue exchange negotiation present LAFCO with resolutions adopted by each agency agreeing to accept the exchange of property tax revenues. (R & T Code at section 99(b)(6).)

If you have any questions or comments concerning the matters addressed in this letter, please do not hesitate to contact me. As to next steps, we will meet and then I will place the resolution before the Board, which is anticipated to happen June 1, 2021.

Sincerely,



Gabriel Hydrick

*County Administrator*

Enclosed:

LAFCO Letter

Auditor Letter

Cc:

Jay Williams, Hamilton Branch CSD President,  
Albert Bosworth, Hamilton Branch CSD Secretary  
Jeff Engel, Plumas County Supervisor, Chair  
Sherrie Thrall, Plumas County Supervisor  
Roberta Allen, Plumas County Auditor  
Gretchen Stuhr, County Counsel  
Jennifer Stephenson, Plumas LAFCO, Executive Director

# ATTACHMENT 'B'

HAMILTON BRANCH  
  
COMMUNITY SERVICES DISTRICT  
3749 HIGHWAY A-13  
LAKE ALMANOR, CA 96137-9700  
(530) 596-3002

5-26-2021

Mr Gabriel Hydrick  
County of Plumas  
520 Main Street  
Quincy, CA 95971

RE: Acquisition of Hamilton Branch Mutual Water District

Dear Mr. Hydrick,

Please accept this letter as our (Hamilton Branch Community Services District) acceptance of all provisional and procedural materials and processes as delivered to my office to date.

We understand and accept all LAFCO and County Documents and are prepared to take over the Mutual District as noted.

Thank you,



Michael J. Saitone  
Hamilton Branch Community Services District  
General Manager  
530-596-3002  
hbcسد@frontier.com

# ATTACHMENT 'C'

## PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442  
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



February 22, 2021

To:

Plumas County Board of Supervisors  
Plumas County Counsel  
Almanor Recreation & Park District  
Seneca Hospital  
CSA#03  
Feather River College

Flood Control  
Plumas Unified School District  
Hamilton Branch FPD  
Chester Cemetery  
Road Department

Cc: Jennifer Stephenson, LAFCO Executive Officer

From: Roberta Allen, CPA, Auditor/Controller

Subject: LAFCO File 2021-ANX-0001 Hamilton Branch Community Service District  
Annexation of Hamilton Branch Mutual Water Company

This memo serves as your notification that proceedings have been initiated affecting certain property in your district. These proceedings concern the annexation of Hamilton Branch Mutual Water Company to Hamilton Branch Community Service District.

Attached is an estimate of the amount of property tax revenue generated within the territory that is the subject of the jurisdictional change during the current fiscal year.

Hamilton Branch CSD was formed in 1981 with resolution 81-3416. Resolution 87-4159 states "the jurisdiction of the Hamilton Branch Community Service District, ...that the Board of Directors may hereafter take each and every step require for or suitable levying, collecting and enforcement of the assessments to cover the expenses thereof." This district does not receive any property tax allocation.

Upon receipt of this memo and attached estimates, the agencies shall commence negotiations to determine the amount of property tax revenues to be exchanged between and among the agencies. This negotiation period shall not exceed sixty days.

In the event that LAFCO modifies the proposal or its resolution of determination, any agency whose service area of responsibility would be altered may request, and the LAFCO Executive Officer shall grant, a fifteen day extension to renegotiate an exchange of property tax revenues. If the resolutions are not presented to LAFCO within the fifteen day period, all proceedings of the jurisdictional change shall automatically be terminated.

The agency may, by the adoption of a resolution of its governing board, determine to exchange any portion of its property tax revenues. Upon the agency's adoption of their resolution, the agency shall notify the County Board of Supervisors. If the County Board of Supervisors concurs with the proposed exchange of proposed property tax revenues, the Board shall, by resolution notify the County Auditor of the approved exchange.

**Plumas County Auditor/Controller**  
**Calculation for TRA Changes**

LAFCo File 2021-ANNX-0001  
 Hamilton Branch Community Service District  
 Used Tax Year 2020 Assessed Gross Values

**TRA 053-039**

Tax Rate Area	APN's		Total TRA
	Involved	053-039	
Assessed Value	21,170,512		21,170,512
Tax Amount (1%)	\$ 211,705.00		\$ 211,705.00

Jurisdiction	Increment	Estimate of	Increment	Current
	Factor	Taxes	Factor	Taxes
County	26.989721%	\$ 57,139.00	26.989721%	\$ 57,139.00
CSA#3(Lake Almanor Shore	0.000000%	\$ -	0.000000%	\$ -
Flood Control	0.299571%	\$ 634.00	0.299571%	\$ 634.00
Plumas County Roads	0.000000%	\$ -	0.000000%	\$ -
Hamilton Branch FPD	12.424875%	\$ 26,304.00	12.424875%	\$ 26,304.00
Seneca Hospital	3.015609%	\$ 6,384.00	3.015609%	\$ 6,384.00
Almanor Rec& Park District	0.000000%	\$ -	0.000000%	\$ -
Chester Cemetery	0.429564%	\$ 909.00	0.429564%	\$ 909.00
Education	0.132024%	\$ 280.00	0.132024%	\$ 280.00
Plumas Unified SD	45.061779%	\$ 95,398.00	45.061779%	\$ 95,398.00
Feather River College	11.646857%	\$ 24,657.00	11.646857%	\$ 24,657.00
	<b>100.000000%</b>	<b>\$ 211,705.00</b>	<b>100.000000%</b>	<b>\$ 211,705.00</b>

Assessed Value is GROSS value and does not reflect homeowners exemption or ERAF shift armour

**APN's Involved: 113**

See separate schedule
-----------------------

# ATTACHMENT 'D'

RECEIVED  
FEB 17 2021

## MEMORANDUM

February 8, 2021

Auditor's / Plat

**TO:** Roberta Allen, Plumas County Auditor  
Plumas County Board of Supervisors  
Plumas County Legal Counsel  
Hamilton Branch Community Services District

**FROM:** Jennifer Stephenson, LAFCO Executive Officer

**SUBJECT:** LAFCO 2021-0001 - NOTICE OF ANNEXATION REQUEST: Annexation of 50.63 acres consisting of 113 parcels (as attached) to the Hamilton Branch Community Services District.

Hamilton Branch Community Services District submitted an application initiating annexation of properties presently served by Hamilton Branch Mutual Water Company pursuant to Section 56000 et seq. of the Cortese-Knox-Hertzberg Act. The property consists of 50.63 acres more or less and is entirely surrounded by Hamilton Branch Community Services District. The annexation is sought with the intent of Hamilton Branch Community Services District taking over Hamilton Branch Mutual Water Company's domestic water services and dissolving Hamilton Branch Mutual Water Company.

Attached you will find the justification of the project, a map, and metes and bounds description of the boundaries of the proposed territory to be annexed into American Valley Community Services District and Quincy Fire Protection District.

This letter constitutes notice to commence property tax negotiations under Revenue and Taxation Code §99(b) in Plumas County leading to a Plumas County resolution from the Plumas County Board of Supervisors.

The affected agencies (Plumas County and Hamilton Branch Community Services District) must now agree on how the property taxes will be reallocated to the district or this annexation proposal as described in Section 99. Since this annexation involves a district, the County shall negotiate on behalf of that district, but not before consulting with all affected agencies. The County Assessor has 30 days from the date of this letter to provide information to the County Auditor who has the responsibility under Section 99 to provide information within 45 days from the date of this letter (an additional 15 days) to the County Administrator and the affected agencies, who have 60 days from the date of receipt of the Auditor's letter to conclude a negotiated agreement and an additional 30 days should a request for an extension be submitted to LAFCO. Such an agreement is required prior to LAFCO issuing a certificate of filing for this application and proceeding with the consideration of the annexation.

LAFCO is requesting information from the County Auditor to be used in the procedure to conclude an agreement for reallocation of property tax revenue. The County Assessor has been asked to forward to the Auditor the Assessed Valuations and the Tax Rate Areas of the territory to be annexed.

Please complete the procedure in Revenue and Taxation Code Section 99 (b) and provide LAFCO with the resulting resolution adopted by the County Board of Supervisors, and any other special district, if determined applicable. I will then commence the procedure for processing this annexation request through LAFCO (see attached Section 99(b) of the revenue and taxation code).

Please mail or email your comments to Jennifer Stephenson, LAFCO Executive Officer, 5050 Laguna Blvd, Ste 112-711 Elk Grove, CA 95758 or by email to [jennifer@pcateam.com](mailto:jennifer@pcateam.com)

Thank you for your time and assistance.

cc: Cindie Froggatt, Plumas County Assessor

## Revenue and Taxation Code Section 99 (b)

(b) Upon the filing of an application or a resolution pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3 (commencing with Section 56000) of Title 5 of the Government Code), but prior to the issuance of a certificate of filing, the executive officer shall give notice of the filing to the assessor and auditor of each county within which the territory subject to the jurisdictional change is located. This notice shall specify each local agency whose service area or responsibility will be altered by the jurisdictional change.

(1) (A) The county assessor shall provide to the county auditor, within 30 days of the notice of filing, a report which identifies the assessed valuations for the territory subject to the jurisdictional change and the tax rate area or areas in which the territory exists.

(B) The auditor shall estimate the amount of property tax revenue generated within the territory that is the subject of the jurisdictional change during the current fiscal year.

(2) The auditor shall estimate what proportion of the property tax revenue determined pursuant to paragraph (1) is attributable to each local agency pursuant to Sections 96.1 and 96.5.

(3) Within 45 days of notice of the filing of an application or resolution, the auditor shall notify the governing body of each local agency whose service area or service responsibility will be altered by the jurisdictional change of the amount of, and allocation factors with respect to, property tax revenue estimated pursuant to paragraph (2) that is subject to a negotiated exchange.

(4) Upon receipt of the estimates pursuant to paragraph (3), the local agencies shall commence negotiations to determine the amount of property tax revenues to be exchanged between and among the local agencies. Except as otherwise provided, this negotiation period shall not exceed 60 days. If a local agency involved in these negotiations notifies the other local agencies, the county auditor, and the local agency formation commission in writing of its desire to extend the negotiating period, the negotiating period shall be 90 days.

The exchange may be limited to an exchange of property tax revenues from the annual tax increment generated in the area subject to the jurisdictional change and attributable to the local agencies whose service area or service responsibilities will be altered by the proposed jurisdictional change. The final exchange resolution shall specify how the annual tax increment shall be allocated in future years.

(5) In the event that a jurisdictional change would affect the service area or service responsibility of one or more special districts, the board of supervisors of the county or counties in which the districts are located shall, on behalf of the district or districts, negotiate any exchange of property tax revenues. Prior to entering into negotiation on behalf of a district for the exchange of property tax revenue, the board shall consult with the affected district. The consultation shall include, at minimum, notification to each member and executive officer of the district board of the pending consultation and provision of adequate opportunity to comment on the negotiation.

(6) Notwithstanding any other provision of law, the executive officer shall not issue a certificate of filing pursuant to Section 56658 of the Government Code until the local agencies included in the property tax revenue exchange negotiation, within the negotiation period, present resolutions adopted by each such county and city whereby each county and city agrees to accept the exchange of property tax revenues.

(7) In the event that the commission modifies the proposal or its resolution of determination, any local agency whose service area or service responsibility would be altered by the proposed jurisdictional change may request, and the executive officer shall grant, 30 days for the affected agencies, pursuant to paragraph (4), to renegotiate an exchange of property tax revenues. Notwithstanding the time period specified in paragraph (4), if the resolutions required pursuant to paragraph (6) are not presented to the executive officer within the 30- day period, all proceedings of the jurisdictional change shall automatically be terminated.

(8) In the case of a jurisdictional change that consists of a city's qualified annexation of unincorporated territory, an exchange of property tax revenues between the city and the county shall be determined in accordance with subdivision (e) if that exchange of revenues is not otherwise determined pursuant to either of the following:

(A) Negotiations completed within the applicable period or periods as prescribed by this subdivision.

(B) A master property tax exchange agreement among those local agencies, as described in subdivision (d).

For purposes of this paragraph, a qualified annexation of unincorporated territory means an annexation, as so described, for which an application or a resolution was filed on or after January 1, 1998, and on or before January 1, 2021.

(9) No later than the date on which the certificate of completion of the jurisdictional change is recorded with the county recorder, the executive officer shall notify the auditor or auditors of the exchange of property tax revenues and the auditor or auditors shall make the appropriate adjustments as provided in subdivision (a).

Annexation to Hamilton Branch Community Services District  
Geographic Description  
Area A

All that certain real property, situate in portion of Section 21, Township 28 North, Range 8 East, Mount Diablo Base and Meridian, in the County of Plumas, State of California, described as follows:

Beginning at the Northeast corner of Lot 39 of the Hamilton Branch Addition No. 7, R.M. BK. 4, PG. 85 (APN 104-351-004) 3556 Woodlake Drive Westwood CA 96137;

Thense, ( 1 ) South  $34^{\circ}14'32''$  West 149.66 feet;  
Thense, ( 2 ) North  $55^{\circ}8'27''$  West 246.04 feet;  
Thense, ( 3 ) North  $54^{\circ}44'34''$  West 443.64 feet;  
Thense, ( 4 ) North  $36^{\circ}38'9''$  East 281.66 feet;  
Thense, ( 5 ) North  $21^{\circ}54'8''$  East 466.14 feet;  
Thense, ( 6 ) North  $87^{\circ}42'43''$  East 971.77 feet;  
Thense, ( 7 ) South  $58^{\circ}32'19''$  East 369.05 feet;  
Thense, ( 8 ) North  $89^{\circ}35'19''$  East 167.66 feet;  
Thense, ( 9 ) South  $26^{\circ}59'42''$  East 210.74 feet;  
Thense, ( 10 ) South  $26^{\circ}5'18''$  East 60.61 feet;  
Thense, ( 11 ) South  $11^{\circ}40'4''$  East 53.62 feet;  
Thense, ( 12 ) South  $15^{\circ}45'37''$  West 199.93 feet;  
Thense, ( 13 ) South  $12^{\circ}47'16''$  West 198.40 feet;  
Thense, ( 14 ) South  $8^{\circ}12'8''$  West 61.28 feet;  
Thense, ( 15 ) South  $4^{\circ}35'43''$  West 280.27 feet;  
Thense, ( 16 ) South  $31^{\circ}43'32''$  West 149.69 feet;  
Thense, ( 17 ) North  $61^{\circ}28'19''$  West 148.71 feet;  
Thense, ( 18 ) South  $25^{\circ}9'7''$  West 85.39 feet;  
Thense, ( 19 ) North  $67^{\circ}56'40''$  West 52.29 feet;  
Thense, ( 20 ) North  $56^{\circ}5'39''$  West 178.11 feet;  
Thense, ( 21 ) North  $30^{\circ}28'50''$  East 176.78 feet;  
Thense, ( 22 ) North  $3^{\circ}20'41''$  East 169.66 feet;  
Thense, ( 23 ) North  $56^{\circ}49'23''$  West 273.45 feet;  
Thense, ( 24 ) North  $83^{\circ}50'8''$  West 272.91 feet;  
Thense, ( 25 ) South  $85^{\circ}20'1''$  West 168.18 feet;  
Thense, ( 26 ) South  $39^{\circ}31'52''$  West 103.54 feet;  
Thense, ( 27 ) North  $55^{\circ}49'9''$  West 12.94 feet;  
Thense, ( 28 ) South  $32^{\circ}54'55''$  West 104.08 feet;  
Thense, ( 29 ) South  $54^{\circ}20'38''$  East 33.64 feet;  
Thense, ( 30 ) South  $34^{\circ}14'33''$  West 61.77 feet to the Point of beginning and containing 34.7 acres of land more or less.

Annexation to Hamilton Branch Community Services District  
Geographic Description  
Area B

All that certain real property, situate in portion of Section 21, Township 28 North, Range 8 East, Mount Diablo Base and Meridian, in the County of Plumas, State of California, described as follows:

Beginning at the Northwest corner of Lot 74 of the Hamilton Branch addition No. 8, R.M. BK. 5, PG. 8 (APN 104-282-008) 3264 Cedar Lane Westwood CA 96137;

Thence, ( 1 ) Southouth  $54^{\circ} 44' 40''$  East 454.97 feet;  
Thence, ( 2 ) Southouth  $38^{\circ} 50' 59''$  West 45.00 feet;  
Thence, ( 3 ) Southouth  $54^{\circ} 38' 56''$  East 600.00 feet;  
Thence, ( 4 ) Northorth  $52^{\circ} 34' 5''$  East 20.00 feet;  
Thence, ( 5 ) South  $55^{\circ} 26' 20''$  East 305.00 feet;  
Thence, ( 6 ) South  $74^{\circ} 56' 15''$  West 444.20 feet;  
Thence, ( 7 ) South  $85^{\circ} 47' 58''$  West 150.00 feet;  
Thence, ( 8 ) South  $11^{\circ} 17' 29''$  West 210.00 feet;  
Thence, ( 9 ) North  $79^{\circ} 59' 43''$  West 35.50 feet;  
Thence, ( 10 ) South  $10^{\circ} 51' 20''$  West 215.52 feet;  
Thence, ( 11 ) North  $89^{\circ} 36' 58''$  West 202.09 feet;  
Thence, ( 12 ) North  $36^{\circ} 8' 9''$  East 44.50 feet;  
Thence, ( 13 ) North  $57^{\circ} 20' 16''$  West 250.4.00 feet;  
Thence, ( 14 ) North  $1^{\circ} 22' 43''$  West 1167.25 feet to the Point of Beginning and containing 15.93 acres of land more or less.

File 2021-0001: Annexation of Hamilton Branch Mutual Water Company by Hamilton Branch  
Community Services District

Affected Parcel Numbers

104-422-008-000  
104-422-007-000  
104-422-006-000  
104-422-005-000  
104-422-004-000  
104-422-003-000  
104-422-002-000  
104-422-001-000  
104-313-001-000  
104-313-002-000  
104-313-003-000  
104-313-004-000  
104-313-005-000  
104-324-002-000  
104-324-001-000  
104-321-010-000  
104-321-011-000  
104-314-001-000  
104-314-002-000  
104-311-009-000  
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104-311-015-000  
104-421-011-000  
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104-282-008-000

**PLUMAS**  
**LOCAL AGENCY FORMATION COMMISSION**  
**Application Form for Changes of Organization**

-- LAFCO use only --

AGENCY-PROJECT	SHORT FORM DESIGNATION

-- To be completed by applicant --

*Use supplemental pages as necessary, and reference all attachments on the attachment list*

**1. Subject Property**

PROJECT TITLE:	ADDRESS OR LOCATION:
Hamilton Branch Community Services District	Hamilton Branch (Lake Almanor), CA
Annexation of Hamilton Branch Mutual Water Company	
ACREAGE: 50.63 PARCEL NO.: See acres; see Attachment A	Attachment A

**2. Proposal**

Applicants request the following change of organization: **Annexation of the existing service area of Hamilton Branch Mutual Water Company to Hamilton Branch Community Services District (HBCSD).**

**3. Applicants**

LAFCO will send copies of the staff report on the proposal to the following (maximum of 3):

<b>NAME:</b> Michael Saitone, General Manager of HBCSD	<b>PHONE:</b> 530-596-3002
<b>ADDRESS:</b> 3749 Highway A-13, Westwood, CA 96137	
<b>EMAIL:</b> HBCSD@FRONTIER.COM	

<b>NAME:</b> Jay Williams	<b>PHONE:</b> 530-258-1669
<b>ADDRESS:</b> 123 Riverbend Way, Westwood, CA 96137	
<b>EMAIL:</b> jprebuild@gmail.com	

<b>NAME:</b> Brett Hurff	<b>PHONE:</b> 530-596-4796
<b>ADDRESS:</b> 3842 Mary Ann Drive, Westwood, CA 96137	
<b>EMAIL:</b> 2onthebranch@frontier.com	

**4. Authority to File Application**

Petition of landowners or registered voters  Resolution of Application of an affected agency  
A certified copy of the Resolution of Application is included as Attachment C.

Petitions and Resolutions of Application must meet certain legal requirements. The Application Instructions include samples for applicant use.

## 5. Statement of Justification

Provide a Statement of Justification for and explain the purpose of each request for change of organization. Include in the statement reasons why the proposal is more effective than the present organization and/or what services to the area are to be enhanced by the project. If any terms or conditions are proposed for this project, include them in the statement.

A Statement of Justification for this proposal is included as Attachment D.

## 6. Boundaries

- a. An 8.5 x 11 map of the subject territory meeting the specifications listed in the Application Instructions is included as Attachment B.
- b. A legal description of the boundaries of the subject territory meeting the specifications listed in the Application Instructions is included as Attachment A.
- c. Describe how the boundaries of this proposal were determined. The boundaries were pre-determined by the present service area of Hamilton Branch Mutual Water Company, to be annexed to HBCSD in connection with the proposed consolidation of those two entities.
- d. This proposal  is \_\_\_\_\_ is not (check one) consistent with the sphere of influence of all the affected agencies. (If you are not sure of each agency's sphere boundaries, check with LAFCO staff.)
- e. Describe access to the area. Area is accessed by existing streets and roads, as shown on the attached maps.

## 7. Neighboring Properties

- a. A Public Notice List meeting the specifications listed in the Application Instructions is included as Attachment E.
- b. Have surrounding property owners been canvassed for participation in the proposal? Yes. Results of any survey of surrounding property owners are included as Attachment F.

## 8. Land Use

- a. Describe existing land use within the subject property. Residential.
- b. Does this proposal conform to the General Plan designation for the territory? Yes.
- c. Have any zoning changes, General Plan amendments, subdivision maps, or conditional use permits been applied for on the subject property? No. Such zoning or other changes are not necessary.  
Copies of any such maps and/or applications or entitlements are included as Attachment \_\_\_\_\_. Not applicable.
- d. Will any such applications be made after approval of this proposal? No.  
If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

August 2014

Plumas LAFCO Application Form Project #: \_\_\_\_\_

- e. If this proposal is for an annexation to a city, a prezone map and adopted city resolution is included as Attachment   . Not applicable.
- f. Does the project involve agricultural or open space lands? No.

## 9. Public Services

- a. Please indicate which agencies presently provide public services to the subject territory, and which are proposed to provide service. If you are uncertain, you may leave spaces blank.

Service	Present Provider	Proposed Provider
Fire Protection	Hamilton Branch Fire Protection District	Hamilton Branch Fire Protection District
Police Protection	County of Plumas Sheriff	County of Plumas Sheriff
Domestic Water Service	Hamilton Branch Mutual Water Company	Hamilton Branch Community Services District
Agricultural Water Service	None	None
Sewer Service	Private Septic	Private Septic
Solid Waste	Waste Management Quincy CA	Waste Management Quincy CA
Road/Street Maintenance	County of Plumas	County of Plumas
Snow Removal	County of Plumas	County of Plumas
Power	Pacific Gas and Electric	Pacific Gas and Electric
Street Lighting	Pacific Gas and Electric	Pacific Gas and Electric
Planning & Zoning Authority	County of Plumas	County of Plumas
Schools	County of Plumas	County of Plumas

- b. What effect will approval of this proposal have on the type or level of services *within* the subject property? Improvement by consolidation of services and reduced operational costs resulting from economies of scale.
- c. What effect will approval of this proposal have on public services *outside* the subject property? None.
- d. Will approval of this proposal place additional burdens on a public service provider? If so, what revenue will the change in organization generate to compensate the provider for the additional services? No.
- e. Have the affected agencies been notified of this proposal (per G.C. 56654 (b))? Not applicable because the proposed annexation does not involve the exercise of new or different functions or classes of services, or the divestiture of the power to provide particular functions or classes of services, as provided under that statute.

A list of agencies who have received notification is included as Attachment \_\_\_\_\_. Not applicable.

## 10. Population

Estimate whether the subject territory contains:

12 or more registered voters. \_\_\_\_\_ Less than 12 registered voters.

## 11. Property Tax Exchange

An agreement for property tax exchange (if relevant) must be in place prior to LAFCO considering this change of organization. The Tax and Revenue Code requires negotiation of such an agreement to be completed within up to 90 days of initiation or in compliance 99b of the Revenue and Taxation Code, or the LAFCO application proceeding will be considered terminated. To assure satisfaction of this requirement, LAFCO requires applications to be accompanied by documentation that property tax negotiations have been completed (See Attachment #7 to the LAFCO Application Instructions, Plumas County Property Tax Exchange Guidelines).

- If this application includes a Resolution of Application, does the Resolution include or reference documentation that the agencies are in agreement with regards to a Tax Exchange Agreement? **No. HBCSD does not receive property tax revenues and thus the area to be annexed to HBCSD will not need to undertake changes with respect to property taxes or the division of any property tax revenues.**
- If this application includes a petition, documentation of applicants' request that the affected agencies initiate tax exchange negotiations is included as Attachment \_\_\_\_\_. Not applicable.

## 12. Feasibility of Proposal

- What revenue will this proposal require for the accomplishment of its goals and what are the prospective sources of such revenues? **Adequate revenues will be provided by the water rates paid by the properties to be annexed to HBCSD's service area through this consolidation.**

If the proposal involves a granting of an additional service, consolidation, incorporation, or formation, a 5 - year projected budget is included as Attachment G.

- Is a new tax or assessment being proposed as a part of this project? **No.**

If so, a thorough discussion of how the service will utilize the tax or assessment, as well as the legal authority for the agency to utilize the tax or assessment is included as Attachment \_\_\_\_\_.

- Have agreements to mitigate the financial effects of this proposal been established with present service providers? **Not applicable, as no financial effects will result from this proposal.**

If so, signed copies of these agreements are included as Attachment \_\_\_\_\_.

## 13. Environmental Compliance

- Is the applicant agency acting as  Lead Agency or  Responsible Agency (check one) for purposes of California Environmental Quality Act (CEQA) compliance?

- Indicate what the Lead Agency has done to comply with the requirements of CEQA.

Categorical Exemption from CEQA

Negative Declaration

Environmental Impact Report

Other (please specify): **Because the area to be annexed is already inhabited and fully built out, the proposed annexation does not constitute a project under CEQA as there is no likelihood of any significant environmental impact resulting from the project. See Simi Valley Recreation & Park**

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**District v. Ventura County Local Agency Formation Commission (1975) 51 Cal.App.3d 648.**

ii. Copies of the complete environmental documentation prepared by the Lead Agency (including the initial study, any technical reports, and any written comments or recorded public testimony relative to the environmental documents), and a copy of the Notice of Determination, showing the date filed with the County Clerk, are included as Attachment \_\_\_\_\_. *If you are not sure what constitutes the complete environmental documentation, consult with the appropriate staff at the Lead Agency.*

iii. Was the environmental documentation circulated to the Plumas County Local Agency Formation Commission prior to adoption by the Lead Agency? Yes  No – no environmental documentation prepared.

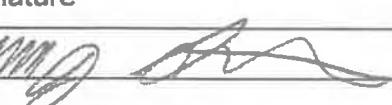
If yes, copies of any comments made by LAFCO relative to the project, and any Lead Agency responses are included as Attachment \_\_\_\_\_.

*Note for Sphere of Influence Proposals and Updates: Should an agency desire to include more territory within its Sphere of Influence all additional CEQA costs must be paid by that agency prior to the Commission approving the Sphere of Influence Update.*

b. In limited circumstances, LAFCO will act as Lead Agency for CEQA purposes. These circumstances are listed in LAFCO's CEQA Guidelines and include situations where the applicant agency is unable or unwilling to act as Lead Agency.

If the applicant agency has declined to act as Lead Agency, and the applicant wishes LAFCO to assume this responsibility, applicant must Request for LAFCO to Act as Lead Agency.

**14. Disclosure Requirements and Certification** Pursuant to Government Code Sections 56700.1 and 57009 of the Cartese-Knox-Hertzberg Local Government Reorganization Act of 2000, and 82015 and 82025 of the Political Reform Act applicants for LAFCO approvals and those opposing such proposals are required to report to LAFCO all political contributions and expenditures with respect to the proposal that exceed \$1,000. LAFCO has adopted policies to implement the law, which are attached to this application (attachment #8 to application instructions). By your signature to this application, you are binding the applicant to abide by these disclosure requirements. You are further agreeing that should LAFCO be required to enforce these requirements against you (or if the agency is the formal applicant, the real party in interest) that you will reimburse LAFCO for all staff cost and legal fees, and litigation expenses incurred in that enforcement process. Applicants request that proceedings as described in this application be taken in accordance with the provisions of Government Code sections 56000 et seq. and hereto affix their signatures:

Date	Signature	Printed Name	Title
1-7-14		Michael Hart and George C.	

**NOTE:**

Applications will not be accepted without the signature of one or more of the following: 1) the legal owner(s) or official agents with Power of Attorney or written authorization to sign (a copy of which must be attached); 2) Chief Petitioners; 3) Chair of the Legislative Body submitting a Resolution of Application.

Applicants must also sign and date Agreement to Pay; the Application will be considered incomplete until that form is submitted.

## Attachment List

## Proposal Name Annexation of Hamilton Branch Mutual Water Company

**Applicant Hamilton Branch Community Services District**