



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall Vice Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

**AGENDA FOR REGULAR MEETING
APRIL 1, 2025, TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

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 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.

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](http://LIVE%20ONLINE)

ZOOM Participation

Although the County strives to offer remote participation, it should be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

CALL TO ORDER

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. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

B. US FOREST SERVICE

Report and update.

C. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

D. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

E. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

F. ASSESSOR'S OFFICE

Brief Report and update

G. Presentation: Receive a presentation from Adam Cox, Indian Valley Community Services District, Contract General Manager; Status of the Indian Valley Public Safety Center Project Milestones pursuant to the Pre-Development and Construction Agreement Section B.4 between the County and Indian Valley Community Services District.

H. APPOINTMENTS

- 1) Appoint Kristina Rogers to the Greenhorn Community Services District Board, effective April 1, 2025; with a term ending 12/5/2025; discussion and possible action.
- 2) Appoint Jacqueline Dubois to the Far Northern Coordinating Council for a two-year term effective April 1, 2025; discussion and possible action.
- 3) **Notice of Vacancy:** This is to announce that a vacancy has occurred on the Plumas County Planning Commission representing District 2. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

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. COUNTY COUNSEL

- 1) Adopt **RESOLUTION** amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel.

B. PUBLIC HEALTH AGENCY

- 1) Adopt **RESOLUTION** to amend Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560; (No General Fund Impact); approved as to form by County Counsel.

C. LIBRARY

- 1) Approve and authorize Library to recruit and fill, funded and allocated, vacant .475 FTE Literacy Program Assistant I (Portola); (General Fund Impact) as approved in the FY24-25 recommended budget.

D. PROBATION

- 1) Approve and Authorize the Chair to ratify and sign an agreement between the Plumas County Probation Department and Plumas Rural Services, a California Non-Profit Corporation, for Leadership Training that includes exploration of different personality types, strengths and weaknesses of each type, stress responses and signs of burnout and passion fatigue, developing qualities of leadership, and personal development as a leader. In addition, Trauma Informed Care training sessions that explore the impact of trauma in the criminal justice system, signs of trauma and resulting behaviors. Not to exceed \$5,000.00; approved as to form by County Counsel.

E. FAIRGROUNDS

- 1) Approve and authorize Fair Department to recruit and fill 3-7 extra-help positions; No General Fund Impact; to be budgeted in FY 25/26 budget; approve exemption of the 30-day, 29-hour work week limit for Seasonal Extra Help during Fair time and adjacent months.

F. PUBLIC WORKS/ROAD

- 1) Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Road Maintenance Worker in the Greenville District; No General Fund Impact. Road funds.
- 2) Approve and Authorize the transfer of three vehicles, which include two 2012 Honda CRV's and one 2008 Ford Escape, from Behavioral Health to Public Works and remove the vehicles from the auction company's list. No General Fund Impact.

G. BOARD OF SUPERVISORS

- 1) Approve and authorize Chair to sign a Letter of Support addressed to the Lake Almanor Chamber of Commerce for the Annual 4th of July Parade in Chester on July 4, 2025.

H. FACILITY SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Western States Fire Protection for phase 3 of fire sprinkler replacement; effective April 1 2025; not to exceed \$123,960.00; (General Fund Impact) as approved in recommended (FY 24/25) CIP budget (2012054 / 540110); approved as to form by County Counsel.

I. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health Treatment Center for crisis intervention and stabilization, effective date July 1, 2025; not to exceed \$100,000.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Anderson Creek Treatment Center for crisis intervention and stabilization, effective July 1, 2025; not to exceed \$100,000.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

J. CLERK OF THE BOARD OF SUPERVISORS

- 1) Approve the Meeting Minutes for all meetings held in March 2025, as submitted.

3. DEPARTMENTAL MATTERS

A. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Approve and authorize a supplemental budget transfer of \$52,000.00 from Health EMS Acct# 45142 to Transfer out Acct# 580000 to transfer fees collected; approved by Auditor/Controller. **Four/Fifths roll call vote**

B. PLANNING - Tracey Ferguson

- 1) Update on the Board of Supervisors adoption of a replacement name, by resolution, for "Sq_Carpet Lane" pertaining to Assembly Bill 2022 and the review and recommendation by the California Advisory Committee on Geographic Names (CACGN); discussion and possible staff direction to prepare resolution.
- 2) Debrief on the Plumas National Forest Community Protection – Central and West Slope Project March 14, 2025, Objection Meeting, with Tracey Ferguson, Planning Director, and Supervisor Kevin Goss (District 2), representing the Plumas County Board of Supervisors as an objector, discussing concerns and opportunities for clarification and resolution; informational.
- 3) Review and accept the 2024 General Plan Annual Progress Report and direct Planning staff to submit the Report to the Governor's Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD) by April 1, 2025; discussion and possible action.
- 4) **11:00 AM. PUBLIC HEARING.** Introduce and waive the first reading of an **ORDINANCE**, Staniger Zone Change (ZC 9-23/24-01) Zoning Ordinance, approved as to form by County Counsel; **Roll call vote**.

C. SOCIAL SERVICES - Laura Atkins

- 1) Adopt Proclamation proclaiming the month of April as Child Abuse Prevention Month in Plumas County.

D. TREASURER-TAX COLLECTOR - Julie White

- 1) Request approval authorizing the sale of tax-defaulted property subject to the power of sale by the Tax Collector and sign request for approval memo.
- 2) Request to amend the Engie Lease Financing Incumbency Certificate Signatures and correct the mailing address for the lease statements; discussion and possible action.

E. BEHAVIORAL HEALTH - Sharon Sousa

- 1) CalAIM Behavioral Health Payment Reform: Intergovernmental Transfer (IGT) Overview of the current cost based Medi-Cal claiming process for reimbursement.

4. BOARD OF SUPERVISORS

- CONTINUED DISCUSSION FROM MARCH 18, 2025:** ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.
- CONTINUED DISCUSSION FROM MARCH 18, 2025:** Recent Property Tax Assessment Increases; discussion and possible direction to staff.
- Adopt **RESOLUTION** regarding base wages for Appointed Department Heads; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- Approve and authorize Chair to sign a Letter of Support to the Honorable Sharon Quirk-Silva, Assembly Budget Subcommittee Chair #5, in support of the Request to Expand Tax Exemption for Wildfire Settlement Payouts; discussion and possible action.
- Approve and authorize Chair to sign a Letter of Opposition to the Honorable Tina McKinnor Member, California State Assembly, in opposition to AB 470 (Telephone Corporation Carrier of Last Resort); discussion and possible action.
- Approve and authorize Chair to ratify and sign an agreement between Plumas County and Renne Public Law Group to provide legal advice and representation regarding an attorney's claim for payment for representing a County elected official; effective March 21, 2025; not to exceed \$20,000.00; (General Fund Impact) professional services (20020 / 521900); approved as to form by County Counsel; discussion and possible action.

G. CORRESPONDENCE

H. 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

- Personnel Employee Discipline/Dismissal Release Government Code §54957
- Personnel: Public Employee Performance Evaluation - County Librarian (Board Only)
- 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
- Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

- E. Conference with Legal Counsel; Significant exposure to litigation pursuant to Subdivision (d)(2) &(e)(1) of Government Code §54956.9 (2 cases)
- F. Conference with Legal Counsel: Claims against the County filed by Armstrong, Eric received March 19, 2025
- G. Conference with Legal Counsel: Claim against the County filed by Vincent, Daniel, received March 19, 2025
- H. A closed session to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person, pursuant to Government Code §54957(b)(1)
- I. Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to subdivisions (d)(2) & (e)(4) of Government Code §54956.9 (1 case)

The closed session is based on documents publicly available and included in the Board Packet for Item 2.C.1 (Departmental Matters/Treasurer-Tax Collector) on the March 18, 2025, Board of Supervisors Regular Meeting Agenda.

- J. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Julie White v Board of Supervisors CV24-00119

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourned meeting to Tuesday, April 8, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Adam Cox

MEETING DATE: April 1, 2025

SUBJECT: **Presentation:** Receive a presentation from Adam Cox, Indian Valley Community Services District, Contract General Manager; Status of the Indian Valley Public Safety Center Project Milestones pursuant to the Pre-Development and Construction Agreement Section B.4 between the County and Indian Valley Community Services District.

Recommendation:

Presentation: Receive a presentation from Adam Cox, Indian Valley Community Services District, Contract General Manager; Status of the Indian Valley Public Safety Center Project Milestones pursuant to the Pre-Development and Construction Agreement Section B.4 between the County and Indian Valley Community Services District.

Background and Discussion:

Approve and authorize Chair to sign a Pre-Development and Construction Agreement between Plumas County and Indian Valley Community Services District for the Indian Valley Public Safety Center (Project) located at 19646 Highway 89 (APN 110-330-007-000); effective Dec 17, 2024, through the issuance of the Project certificate of occupancy or December 31, 2026, whichever is sooner; not to exceed \$1,500,000; No General Fund Impact; funded by the 2021 Dixie Fire Trindel insurance disbursement held in trust by the County of Plumas; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign a Pre-Development and Construction Agreement between Plumas County and Indian Valley Community Services District for the Indian Valley Public Safety Center (Project) located at 19646 Highway 89 (APN 110-330-007-000); effective Dec 17, 2024, through the issuance of the Project certificate of occupancy or December 31, 2026, whichever is sooner; not to exceed \$1,500,000; No General Fund Impact; funded by the 2021 Dixie Fire Trindel insurance disbursement held in trust by the County of Plumas; approved as to form by County Counsel; discussion and possible action., Action: Approve, Moved by Supervisor - District 2 Goss, Seconded by Supervisor - District 5 Engel. Vote: Motion Passed by unanimous roll call vote (summary: Yes = 5). Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Enge

Action:

Presentation: Receive a presentation from Adam Cox, Indian Valley Community Services District, Contract General Manager; Status of the Indian Valley Public Safety Center Project Milestones pursuant to the Pre-Development and Construction Agreement Section B.4 between the County and Indian Valley Community Services District.

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:

None



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Jeff Engel, Supervisor - District 5
MEETING DATE: April 1, 2025
SUBJECT: Appoint Kristina Rogers to the Greenhorn Community Services District Board, effective April 1, 2025; with a term ending 12/5/2025; discussion and possible action.

Recommendation:

Appoint Kristina Rogers to the Greenhorn Community Services District Board, effective April 1, 2025; with a term ending 12/5/2025; discussion and possible action.

Background and Discussion:

Greenhorn Community Services District recently had a vacancy on their Board.

Action:

Appoint Kristina Rogers to the Greenhorn Community Services District Board, effective April 1, 2025; with a term ending 12/5/2025; discussion and possible action.

Fiscal Impact:

No General Fund Impact, appointment only.

Attachments:

1. Rogers, Kristina Appointment CSD 040125



OFFICE OF THE
**BOARD OF
SUPERVISORS**
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone: (530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTRICT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR
ALLEN HISKEY
CLERK OF THE BOARD

April 1, 2025

Greenhorn Community Service District
2049 Red Bluff Circle
Quincy, CA 95971

Subj: Appointment of New Board Trustee to the Greenhorn Creek Community Services District

On April 1, 2025, the Plumas County Board of Supervisors appointed Kristina Rogers to the Greenhorn Creek Community Services District for a term ending on December 5, 2025.

The Plumas County Board of Supervisors would like to thank you for your commitment to serving our community as a member of this Board.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
Plumas County



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: April 1, 2025

SUBJECT: Appoint Jacqueline Dubois to the Far Northern Coordinating Council for a two-year term effective April 1, 2025; discussion and possible action.

Recommendation:

Appoint Jacqueline Dubois to the Far Northern Coordinating Council for a two-year term effective April 1, 2025; discussion and possible action.

Background and Discussion:

The Far Northern Coordinating Council's Board of Directors is comprised of representatives from Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties. Plumas County is entitled to one representative. Jacqueline Dubois has applied to become a new board member representing Plumas County. Replacing Deborah Anderson who just recently termed out. The Far Northern Coordinating Council is requesting the Plumas County Board of Supervisors to consider appointing Jacqueline to this board.

Action:

Appoint Jacqueline Dubois to the Far Northern Coordinating Council for a two-year term effective April 1, 2025; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Far Northern Coordinating Council Request Letter
2. Dubois, J. FNRC 040125



Far Northern Regional Center

Providing services and supports that allow persons with developmental disabilities to live productive and valued lives

Melissa Gruhler
Executive Director

March 18, 2025

Plumas County Board of Supervisors
520 Main Street
Room 309
Quincy, CA 95971

Attention: Allen Hiskey
Clerk of the Board

Re: FNCC Board Member applicant: Jacqueline Dubois

Dear Allen Hiskey:

Far Northern Coordinating Council on Developmental Disabilities (dba Far Northern Regional Center) is the corporation the Department of Developmental Services contracts with to provide services to developmentally disabled persons within the nine northeastern counties of California.

The Far Northern Coordinating Council's board of directors is comprised of representatives from Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties. Plumas County is entitled to one representative.

Jacqueline Dubois has applied (application enclosed) to become a new board member representing Plumas County. Replacing Deborah Anderson who just recently termed out. The Far Northern Coordinating Council is requesting that the Plumas County Board of Supervisors consider appointing Jacqueline for her first term at its next regularly scheduled meeting. This appointment, according to the terms of the Council's Bylaws, should be for a period of Two years beginning April 2025.

Thank you for your assistance and please feel free to contact me should you have any questions.

Respectfully,

Shelly Nickle
Executive Assistant
snickle@farnorthernrc.org
(530) 221-9503



OFFICE OF THE
**BOARD OF
SUPERVISORS**
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 309
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DWIGHT CERESOLA
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DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR
ALLEN HISKEY
CLERK OF THE BOARD

April 1, 2025

Far Northern Coordinating Council

Subj: Appointment of New Board Member to the Far Northern Coordinating Council on Developmental Disabilities

On April 1, 2025, the Plumas County Board of Supervisors appointed Jacqueline Dubois to the Far Northern Coordinating Council for a two-year term effective April 1, 2025.

The Plumas County Board of Supervisors would like to thank you for your commitment to serving our community as a member of this Board.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
Plumas County



PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Kevin Goss, Supervisor - District 2, Chair

MEETING DATE: April 1, 2025

SUBJECT: **Notice of Vacancy:** This is to announce that a vacancy has occurred on the Plumas County Planning Commission representing District 2. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

Recommendation:

Notice of Vacancy: This is to announce that a vacancy has occurred on the Plumas County Planning Commission representing District 2. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

Background and Discussion:

In Plumas County, citizen participation in local government is essential. Local government is the form of government closest to us in our everyday lives, and the one we are most able to influence. Advisory bodies play a very important role in county government, in compliance with the Maddy Act, Government Code §54970

Action:

Notice of Vacancy: This is to announce that a vacancy has occurred on the Plumas County Planning Commission representing District 2. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

Fiscal Impact:

No General Fund Impact

Attachments:

1. Plumas County Planning Commission District 2 Notice Of Vacancy



NOTICE OF VACANCY

EFFECTIVE MARCH 24, 2025

THIS IS TO ANNOUNCE THAT VACANCY HAS OCCURRED ON THE

PLUMAS COUNTY PLANNING COMMISSION DISTRICT 2

In Plumas County, citizen participation in local government is essential. Local government is the form of government closest to us in our everyday lives, and the one we are most able to influence. Advisory bodies play a very important role in county government.

If you are interested in serving on a county, board, commission or committee (BCC), please contact the Office of the Clerk of the Board. Please be prepared to provide a letter of interest and/or required application. Certain members must file financial disclosure statements upon appointment, or annually thereafter.

MADDY ACT:

In compliance with the requirements of the Maddy Act, Government Code §54970.

Plumas County Board of Supervisors
Plumas County Courthouse
520 Main Street, Room 309
Quincy, CA 95971
Telephone: (530) 283-6170



**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kristina Rogers, Paralegal III/Deputy Clerk of the Board

MEETING DATE: April 1, 2025

SUBJECT: Adopt **RESOLUTION** amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

Adopt **RESOLUTION** amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

As your Board is aware, the Political Reform Act, at Government Code § 81000, and following, requires each state and local government agency to adopt a conflict of interest code designating the positions in that agency that make or participate in the making of a governmental decisions that are required to file a "Statement of Economic Interests" on Fair Political Practices Commission Form 700. Conflict of interest codes must be updated every two years by the agency's governing board to reflect changes in the designated positions and disclosure categories.

The basic rule for conflicts of interest under Government Code § 87100 is: *"No officer, employee or consultant of a state or local agency shall make, participate in making or in any way attempt to use their position to influence a governmental decision in which he or she has a financial interest."*

To determine which positions should be designated in Plumas County's Conflict of Interest Code, every two years the County Counsel's Office asks all Plumas County department heads to evaluate each position in his or her department to determine which employee positions make or participate in making governmental decisions. Since the definitions of "designated employee" and "public official" include any consultants to an agency who make or participate in agency decisions (Gov. C. sections 82019 and 82048), we also ask department heads to identify any *consultants* working with the department that make or participate in making governmental decisions.

By ***making a governmental decision***, it means the person holding the designated position:

1. Votes on a matter; **or**
2. Appoints a person; **or**
3. Obligates or commits the department/County to any course of action; **or**
4. Enters into any contractual agreement on behalf of the department/County.

By ***participating in the making of a decision***, it means the person holding the designated position:

1. Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; **or**
2. Advises or makes recommendations to the decision-maker, by conducting research or an investigation,

preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

Please see the California Fair Political Practices Commission's website at <http://www.fppc.ca.gov/learn/rules-on-conflict-of-interest-codes.html> for more information.

A couple Local District and/or Agencies submitted their Conflict of Interest Code documentation after the original Resolution was adopted so we are amending the previous resolution to include those as compliant.

Action:

Adopt **RESOLUTION** amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Resolution No. 24-8963 (CC) - Resolution approving conflict of interest codes
2. 2024 AMENDMENT RESOL-BOS Approve Spcl Districts Conflict Code

RESOLUTION NO. 24 - 8963

A RESOLUTION APPROVING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY

WHEREAS,

- A. The state Political Reform Act, in pertinent part commencing at Government Code section 87100 et seq., requires each local district and agency in a county to review, adopt or amend its own conflict of interest code every two years; and,
- B. Government Code section 87303 provides that each such conflict-of-interest code is to be reviewed and approved by the county's "code reviewing body," which, for the County of Plumas, is the Board of Supervisors,

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

1. The conflict-of-interest codes adopted or amended by local districts and agencies within Plumas County have been reviewed by the Office of County Counsel, acting at the direction of the code reviewing body, and those districts and agencies in compliance are listed on Appendix "A" of the attachment to this resolution.
2. Local districts and agencies which have yet to comply are listed on Appendix "B" of the attachment to this resolution.
3. Local districts and agencies which have not yet complied are ordered to comply as soon as possible, or a conflict-of-interest code may be adopted for them, either by the code reviewing body or by the Fair Political Practices Commission.

The foregoing resolution was adopted on November 5, 2024, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

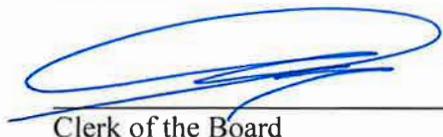
AYES: Supervisors: Ceresola, McGowan, Goss, Engel, Hagwood

NOES:

ABSENT:


Chair, Board of Supervisors

ATTEST:


Clerk of the Board

APPENDIX "A"

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2024

Compliant Districts:

American Valley Community Services District
Chester Public Utility District
Feather River Canyon Community Services District
Feather River Community College District
First 5 Plumas County Children & Families Commission
Graeagle Fire Protection District
Hamilton Branch Community Services District
Johnsville Public Utility District
LaPorte Fire Protection District
Last Chance Creek Water District
Long Valley Community Services District
Meadow Valley Fire Protection District
Mohawk Valley Cemetery District
Plumas Local Agency Formation Commission
Plumas Eureka Community Service District
Quincy Fire Protection District
Seneca Healthcare District

APPENDIX "B"

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2024

Non-Compliant Districts:

"C" Road Community Services District
Almanor Recreation and Park District
Beckwourth Peak Fire Protection District
Central Plumas Recreation and Park District
Chester Cemetery District
Clio Public Utility District
Crescent Mills Cemetery District
Crescent Mills Fire Protection District
Cromberg Cemetery District
Eastern Plumas Healthcare District
Eastern Plumas Recreation and Park District
Eastern Plumas Rural Fire District
Feather River Recreation and Fire District
Gold Mountain Community Services District
Graeagle Community Services District
Greenhorn Creek Community Services District
Greenville Cemetery District
Grizzly Lake Community Services District
Grizzly Ranch Community Services District
Hamilton Branch Fire Protection District
Indian Valley Community Services District
Indian Valley Recreation and Park District
Meadow Valley Cemetery District
Peninsula Fire Protection District
Plumas County Office of Education
Plumas Hospital Healthcare District
Plumas Unified School District
Portola Cemetery District
Prattville Almanor Fire District
Quincy/La Porte Cemetery District
Taylorsville Cemetery District
West Almanor Community Services District
Whitehawk Ranch Community Services District

RESOLUTION NO. 25 - _____

A RESOLUTION AMENDING RESOLUTION NO. 24-8963 APPROVING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY

WHEREAS,

- A. The Board of Supervisors adopted Resolution No 24-8963 on November 5, 2024. Since the adoption of Resolution No. 24-8963, we have received additional conflict-of-interest codes from local districts and agencies. Due to the additional information, the previous resolution and attachments need to be amended.
- B. The state Political Reform Act, in pertinent part commencing at Government Code section 87100 et seq., requires each local district and agency in a county to review, adopt or amend its own conflict of interest code every two years; and,
- C. Government Code section 87303 provides that each such conflict-of-interest code is to be reviewed and approved by the county's "code reviewing body," which, for the County of Plumas, is the Board of Supervisors,

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

1. The conflict-of-interest codes adopted or amended by local districts and agencies within Plumas County have been reviewed by the Office of County Counsel, acting at the direction of the code reviewing body, and those districts and agencies in compliance are listed on Appendix "A" of the attachment to this resolution.
2. Local districts and agencies which have yet to comply are listed on Appendix "B" of the attachment to this resolution.
3. Local districts and agencies which have not yet complied are ordered to comply as soon as possible, or a conflict-of-interest code may be adopted for them, either by the code reviewing body or by the Fair Political Practices Commission.

The foregoing resolution was adopted on April 1, 2025, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

APPENDIX "A"

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2024

Compliant Districts:

"C" Road Community Services District
American Valley Community Services District
Beckwourth Peak Fire Protection District
Central Plumas Recreation and Park District
Chester Cemetery District
Chester Public Utility District
Cromberg Cemetery District
Eastern Plumas Healthcare District
Feather River Canyon Community Services District
Feather River Community College District
Feather River Resource Conservation District
First 5 Plumas County Children & Families Commission
Gold Mountain Community Services District
Graeagle Fire Protection District
Grizzly Ranch Community Services District
Hamilton Branch Community Services District
Hamilton Branch Fire Protection District
Indian Valley Community Services District
Johnsville Public Utility District
LaPorte Fire Protection District
Last Chance Creek Water District
Long Valley Community Services District
Meadow Valley Fire Protection District
Mohawk Valley Cemetery District
Peninsula Fire Protection District
Plumas County Office of Education
Plumas Eureka Community Service District
Plumas Local Agency Formation Commission
Plumas Unified School District
Quincy Fire Protection District
Seneca Healthcare District

APPENDIX “B”

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2024

Non-Compliant Districts:

Almanor Recreation and Park District
Clio Public Utility District
Crescent Mills Cemetery District
Crescent Mills Fire Protection District
Eastern Plumas Recreation and Park District
Graeagle Community Services District
Greenhorn Creek Community Services District
Greenville Cemetery District
Grizzly Lake Community Services District
Indian Valley Recreation and Park District
Meadow Valley Cemetery District
Plumas Hospital Healthcare District
Portola Cemetery District
Prattville Almanor Fire District
Quincy/La Porte Cemetery District
Taylorsville Cemetery District
West Almanor Community Services District
Whitehawk Ranch Community Services District



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nicole Reinert, Director of Public Health

MEETING DATE: April 1, 2025

SUBJECT: Adopt **RESOLUTION** to amend Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve the Resolution to amend the Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560.

Background and Discussion:

As the Board is aware, the Public Health Agency is required to provide a variety of services, many State mandated. These positions are necessary for Public Health's coordination of services throughout the County. This request was brought to the attention of the Interim Human Resources Director, who approved this resolution to amend the 2024-2025 Position Allocation, adding 1.00 FTE to the Administrative Assistant series.

Action:

Adopt **RESOLUTION** to amend Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact)

Attachments:

1. 5002 FINAL

**RESOLUTION TO AMEND FISCAL YEAR 2024-25 PLUMAS COUNTY POSITION ALLOCATION
FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560.**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Classification Plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, these positions are necessary for Public Health's coordination of services throughout the County; and

WHEREAS, this request was brought to the attention of the Interim Human Resources Director who approves of this resolution to amend the 2024-2025 Position Allocation adding 1.00 FTE to the Administrative Assistant series; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2024-2025 to reflect the following:

Budget Unit 70560	Current FTE	Change	New FTE
Administrative Assistant I/II or	3.75	+1.00	4.75
Office Assistant I/II/III or			
Fiscal and Technical Services Assistant I/II/III			

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 1st day of April 2025 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

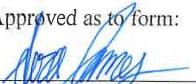
ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to form:


Sara James, Attorney
County Counsel's Office



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Dora Mitchell, Librarian

MEETING DATE: April 1, 2025

SUBJECT: **Approve and authorize Library to recruit and fill, funded and allocated, vacant .475 FTE Literacy Program Assistant I (Portola); (General Fund Impact) as approved in the FY24-25 recommended budget.**

Recommendation:

Approve and authorize Library to recruit and fill, funded and allocated, vacant .475 FTE Literacy Program Assistant I (Portola); (General Fund Impact) as approved in the FY24-25 recommended budget.

Background and Discussion:

Plumas County Library/Literacy is requesting approval to recruit and fill a .475 FTE Literacy Program Assistant I position to assist with carrying out literacy programming in the Portola Branch Library. The Portola Literacy program is growing quickly, and the community has a high need for more ESL services.

We currently have one extra-help Literacy Program Assistant and two volunteers running the program, working one-on-one with learners, and providing group classes to adults and families. A permanent part-time employee is needed to handle the growing number of enrolled learners, plan and execute ESL programming, and assist with outreach activities in the community.

Action:

Approve and authorize Library to recruit and fill, funded and allocated, vacant .475 FTE Literacy Program Assistant I (Portola); (General Fund Impact) as approved in the FY24-25 recommended budget.

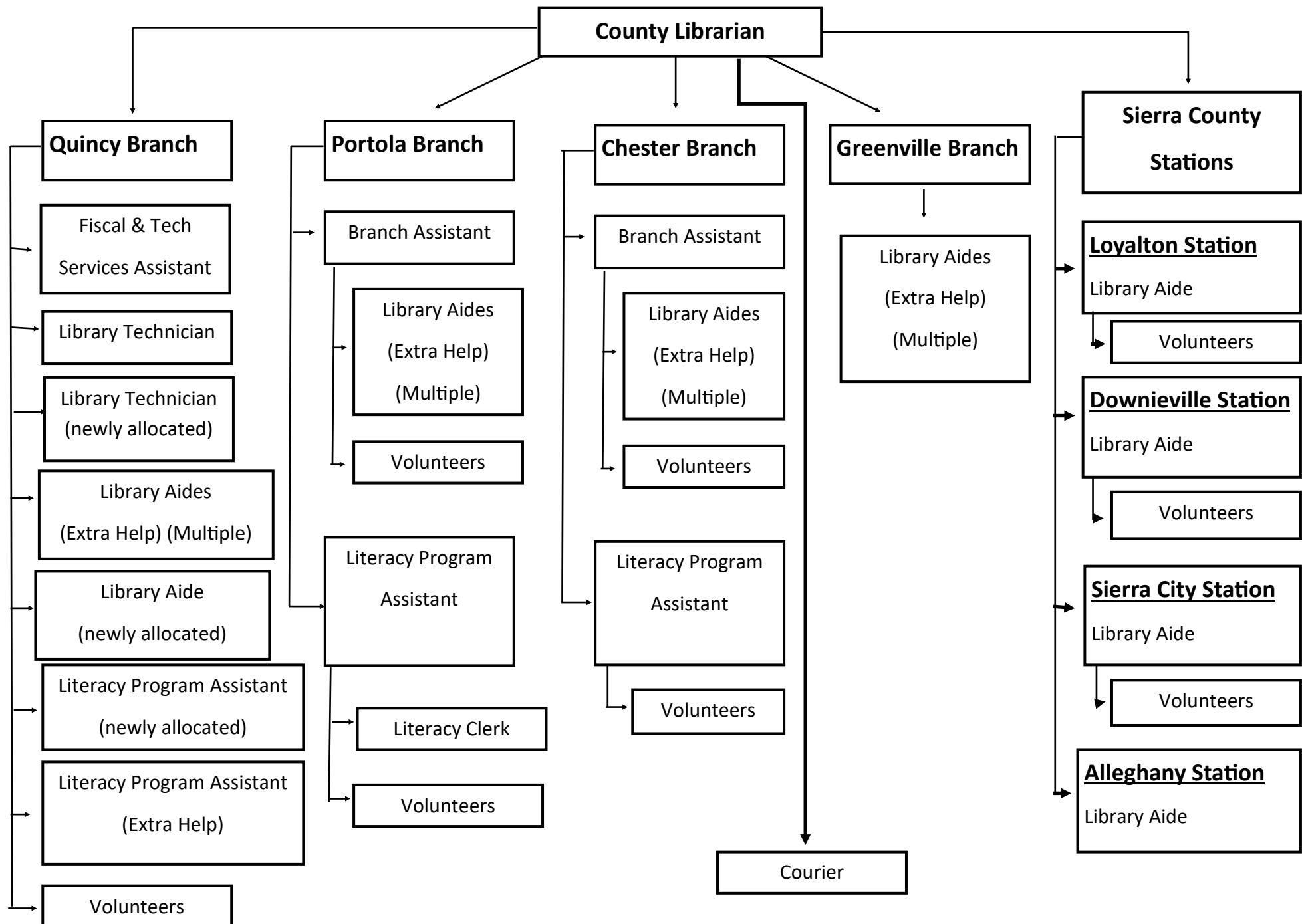
Fiscal Impact:

(General Fund Impact) as approved in 24/25 recommended budget.

Attachments:

1. Organizational Chart for Plumas County Library and Literacy System
2. Literacy Program Assistant I
3. Critical Staffing Questionnaire_Lit Asst_PTL

PLUMAS COUNTY LIBRARY AND LITERACY SYSTEM ORGANIZATIONAL CHART



LITERACY PROGRAM ASSISTANT I

DEFINITION

Under supervision assists with the development, implementation and management of the ongoing operation of a program or programs in a field office of the Plumas or Sierra County Literacy Program.

DISTINGUISHING CHARACTERISTICS

This is the first level of the Literacy Program Assistant class, under the supervision of the County Literacy Coordinator, with general responsibility. As the incumbent's breadth of knowledge and experience increases and the ability to perform a variety of assignments without close supervision is demonstrated, he/she may reasonably expect promotion to the next higher level of Literacy Program Assistant II.

REPORTS TO

The County Literacy Coordinator.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

LITERACY PROGRAM ASSISTANT I - 2

EXAMPLES OF DUTIES

- Responds to public inquiries about the Plumas County Literacy Program, providing a variety of information as needed.
- Recruits and oversees the training and activities of volunteer literacy tutors.
- Matches tutors with students.
- Evaluates tutors and monitors the progress of adult learners.
- Assists the preparation of public relations information.
- Carries out the data collection and evaluation methods for evaluating program effectiveness and quality review.
- Trains volunteer program and office assistants.
- Schedules literacy meetings and workshops.
- Assists with the development of volunteer training programs.
- Monitors tutoring sites.
- Assists with the development of a county wide coalition of community leaders to promote the program.
- Assists with the development of a collection of adult reading and training material.
- Assists with preparation of grant applications and administration of the literacy grant.
- Assists with preparation of requisite program reports.
- Performs general office support.
- Performs a variety of public relations activities for the Plumas County Literacy Program.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office and library environments; continuous contact with staff and the public.

LITERACY PROGRAM ASSISTANT I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Functions, services, policies, and procedures of a public library system.
- Basic knowledge of the goals and objectives of a literacy program.
- Public and community relations methods and principles.
- Data collection and analysis.
- Principles of recruiting, supervising, and training volunteer program staff.

Ability to:

- Assists with developing and implementing a county wide literacy program in conjunction with the public library system.
- Recruit, train, and supervise volunteer tutor and office support staff.
- Collect and analyze information and data.
- Prepare clear and concise reports.
- Make effective public presentations.
- Utilize a computer in program support assignments.
- Effectively represent the Plumas County Library System and Literacy Program in contacts with the public, community organizations, other County staff, other literacy programs, and other government agencies.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Previous background and experience in recruiting and developing volunteer efforts is highly desirable.

Special Requirement: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2024/2025

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes. This position is the only permanent literacy staff member in Portola, and is necessary to continue offering vital literacy services to underserved populations in the Eastern region of the County.

2. Why is it critical that this position be filled at this time?

The Plumas County Literacy Program is funded in large part by the annual California Library and Literacy Services grant provided by the State Library. Plumas County Literacy is slated to receive the CLLS grant again in FY25/26, and without this position being filled, we will not have enough staffing to carry out the service hours required by the grant agreement. This position is already funded and allocated in the Literacy Program's FY24/25 budget, as the position was not expected to be vacant.

3. How long has this position been vacant?

Since Nov. 15, 2024.

4. Can the department use other wages until the next budget cycle?

No. The cost of this position was included in regular wages for this fiscal year.

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

Other counties with literacy programs at branch libraries typically have at least one permanent staff member to oversee services and supervise volunteers. Specialized training is needed to provide literacy programs, and it is not generally practical to run literacy programs on a long-term basis with temporary staff.

6. What core function will be impacted without filling the position prior to July 1st?

If we leave this position unfilled for the remainder of the fiscal year, we will be forced to reduce services to current enrolled learners because we do not have enough staff to meet demand.

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

The negative impact of neglecting to fill this position will be in reduced literacy services to the eastern end of the county. The Portola Literacy program provides essential ESL and other basic literacy services to underserved community members, which builds their employability and thus contributes to the county's economic health as a whole. These services are not duplicated by other county departments.

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?

N/A

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

No.

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

N/A

10. 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?

The immediate filling of this position will not impact the General Fund as the position is already funded and allocated for FY24/25. Over the next two years, the position should continue to be funded primarily through the CLLS grant. Some matching local funds are required per the terms of the grant; the amount will vary depending on the amount received from CLLS.

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

No, the department is funded by the General Fund and grants.



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: April 1, 2025

SUBJECT: Approve and Authorize the Chair to ratify and sign an agreement between the Plumas County Probation Department and Plumas Rural Services, a California Non-Profit Corporation, for Leadership Training that includes exploration of different personality types, strengths and weaknesses of each type, stress responses and signs of burnout and passion fatigue, developing qualities of leadership, and personal development as a leader. In addition, Trauma Informed Care training sessions that explore the impact of trauma in the criminal justice system, signs of trauma and resulting behaviors. Not to exceed \$5,000.00; approved as to form by County Counsel.

Recommendation:

Approve and Authorize the Chair to ratify and sign an agreement between the Plumas County Probation Department and Plumas Rural Services, a California Non-Profit Corporation, for Leadership Training that includes exploration of different personality types, strengths and weaknesses of each type, stress responses and signs of burnout and passion fatigue, developing qualities of leadership, and personal development as a leader. In addition, Trauma Informed Care training sessions that explore the impact of trauma in the criminal justice system, signs of trauma and resulting behaviors.

Background and Discussion:

On February 2, 2025, and February 19, 2025, Plumas Rural Services conducted leadership training sessions for the Plumas County Probation Department. The sessions involved exploration of different personality types, considerations for developing an effective team and discussion on development of leadership style based on those personality types.

The Trauma Informed Care for Criminal Justice Professionals module, which has not yet been scheduled, is designed to explore the impact of trauma in the criminal justice system, on the individual, how to recognize it and ways to avoid re-traumatization. In addition, it includes training on the Adverse Child Experiences Study (ACES).

Action:

It is respectfully requested that the Chair ratify and sign the agreement between Plumas County Probation Department and Plumas Rural Services for the leadership training, and team-building session.

Fiscal Impact:

Fiscal Impact of up to five-thousand and 00/100 (\$5,000.00) dollars.

Attachments:

1. 5095_Signed - PRS Trng 2025

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and Plumas Rural Services, a California Non-Profit Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Five Thousand and 00/000 Dollars (\$5000.00).
3. Term. The term of this agreement shall be from February 1, 2025 through January 31, 2026 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from February 1, 2025 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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7. 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.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. 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

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

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

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

10. 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

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Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. **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.
12. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **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.
14. **Choice of Law.** The laws of the State of California shall govern this agreement.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.

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21. 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:

Plumas County Probation Department
County of Plumas
270 County Hospital Road, Ste. 128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer

Contractor:

Plumas Rural Services
711 E. Main Street
Quincy, CA 95971
Attention: Paula Johnston, Executive Director

22. 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.

23. 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.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

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at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. **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.

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

28. **Counterparts and Facsimile Signatures.** This Agreement and any and all other documents or instruments referred to herein may be executed with counterpart signatures all of which taken together shall constitute an original without the necessity of all parties signing each document. This Agreement may also be executed by facsimile or other electronic signature, and such facsimile or electronic copies shall constitute enforceable original documents.

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COUNTY INITIALS

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CONTRACTOR INITIALS

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

CONTRACTOR:

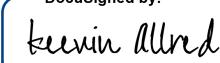
Plumas Rural Services, a California Non-Profit Corporation

DocuSigned by:
By: 
Name: Paula Johnston
Title: Executive Director
Date signed: 3/17/2025

A2C42051D9F240F...

COUNTY:

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

DocuSigned by:
By: 
Name: Keevin Alfred
Title: Chief Probation Officer
Date signed: 3/17/2025

77384AC295294A...

By: _____

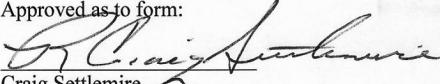
Name: Kevin Goss
Title: Chairperson, Board of Supervisors
Date signed: _____

Attest:

By: _____

Name: Allen Hiskey
Title: Clerk of the Board
Date signed: _____

Approved as to form:


Craig Settlemire
Counsel

DS



COUNTY INITIALS

DS



CONTRACTOR INITIALS

EXHIBIT A

Scope of Work

Contractor to facilitate two four-hour sessions for staff with the option for a third. Sessions to be conducted by Dana Nowling.

Session one to be a team building session based on the Meyers-Briggs Type Indicator.

1. An interactive presentation to increase understanding of personality types
2. Explore how different types do their best work, their strengths and potential weaknesses.
3. Explore personality strengths and weaknesses, communication, conflict resolution.
4. Stress responses for different personality types.
5. Identify signs of burnout and passion fatigue

Session two to be a continuation of session one with an emphasis on leadership

1. Developing qualities of leadership
2. Identify clear actions to develop personally as a leader
3. Build a highly effective team

Session three, Trauma Informed Care for Criminal Justice Professionals. The Course is two four hour sessions designed to equip participants working in the criminal justice system with the knowledge and skills necessary to serve their community, clients and colleagues with a trauma-informed approach. Contractor is to facilitate two four-hours sessions with the objectives below for each individual participant.

1. Be able to define the meaning of trauma
2. Explore the impact of trauma on individuals mentally, emotionally and physically
3. Increase awareness of the signs of trauma and resulting behaviors.
4. Discover practical ways to support others and avoid re-traumatization
5. Gain knowledge in relation to the Adverse Child Experiences study (ACES)
6. Identify the overall impact of trauma on the Criminal Justice System
7. Discuss vicarious trauma and raise awareness of how to manage their personal response triggers.
8. Create self-care plans to support individual and team at work.

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COUNTY INITIALS

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CONTRACTOR INITIALS

EXHIBIT B
Fee Schedule

Contractor to be paid at the agreed upon rate of One Thousand two hundred sixty and 00/000 dollars (\$1260.00) for the first two sessions.

For Session Three, Contractor to be paid at the agreed upon rate not to exceed One Thousand Two Hundred Forty and 00/000 (\$1240.00).

Contractor to invoice the County for payment following completion of each training session.

 DS
kd

COUNTY INITIALS

 DS
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CONTRACTOR INITIALS



PLUMAS RURAL SERVICES

Serving People, Strengthening Families, Building Communities



Dana Nowling
Community Training Manager

Dana Nowling has more than 25 years of experience as a training and development professional. During the course of her career, Dana has worked with a wide range of large and small organizations in Great Britain and the USA. Dana has supported the training and leadership development of many public service organizations including; Law Enforcement, Fire Service, Probation, Corrections, Healthcare and Education. Since 2015, Dana has been the Community Training Manager for Plumas Rural Services, where she has designed and delivered in-person and online training throughout California and Nationally.

Qualifications

- 2024 John Maxwell Leadership Certified Team Member, Coach, Trainer, Speaker
- 2023 Internal Family Systems (IFS) Institute - IFS Informed Certification
- 2022 United Evangelical Churches - Licensed Minister/Reverend
- 2021 Grief Recovery Institute – Certified Advanced Grief Recovery Specialist
- 2020 Natl Council for Mental Wellbeing - Certified Trainer Mental Health First Aid Youth
- 2018 Natl Council for Mental Wellbeing - Certified Trainer Mental Health First Aid Adult
- 2017 LivingWorks - Certified Trainer ASIST (Applied Suicide Intervention Skills Training)
- 2017 LivingWorks - Certified Trainer safeTALK Suicide Alertness
- 2016 National Financial Educators Council - Certified Financial Education Instructor
- 2012 California State Certificate – Domestic Violence/Sexual Abuse Peer Counselor
- 2011 CTEC Certified Tax Preparation
- 2010 Manchester Centre for CBT - Certificate in Cognitive Behavioral Therapy
- 2009 Oxford Psychology Press, Licensed Meyers Briggs Type Indicator Step 1 & 2 Facilitator
- 2008 Inst of Leadership & Management - Post-Grad Diploma Executive & Leadership Coaching
- 2006 Hay Group, ECI 360° Report Accreditation (Emotional Competence Inventory)
- 1999 Chartered Institute of Personnel and Development - Certificate in Training Practice



Contact Dana for More Information
dnowling@plumasruralservices.org - 530-283-2735 x856
www.plumasruralservices.org/Training-Development



**PLUMAS COUNTY
FAIR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Steffanic, County Fair Manager

MEETING DATE: April 1, 2025

SUBJECT: Approve and authorize Fair Department to recruit and fill 3-7 extra-help positions; No General Fund Impact; to be budgeted in FY 25/26 budget; approve exemption of the 30-day, 29-hour work week limit for Seasonal Extra Help during Fair time and adjacent months.

Recommendation:

Approve and authorize Fair Department to recruit and fill 3-7 extra-help positions; No General Fund Impact; to be budgeted in FY 25/26 budget; approve exemption of the 30-day, 29-hour work week limit for Seasonal Extra Help during Fair time and adjacent months.

Background and Discussion:

The Fair has traditionally hired Extra Help to assist with maintenance, event management, janitorial duties, and landscaping. The number of Extra Help employees can range from three to seven individuals, mainly depending on finding qualified help. The funding for anyone hired this fiscal year is already budgeted in the current budget. Appropriate funding for Extra Help in next year's budget will be requested as usual.

Action:

Approve and authorize Fair Department to recruit and fill 3-7 extra-help positions; No General Fund Impact; to be budgeted in FY 25/26 budget; approve exemption of the 30-day, 29-hour work week limit for Seasonal Extra Help during Fair time and adjacent months.

Fiscal Impact:

No General Fund Impact; to be budgeted in FY 25/26 budget

Attachments:

None



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: April 1, 2025

SUBJECT: Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Road Maintenance Worker in the Greenville District; No General Fund Impact. Road funds.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Road Maintenance Worker in the Greenville District.

Background and Discussion:

A vacancy has opened up for a PW Road Maintenance Worker due to resignation.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Action:

Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Road Maintenance Worker in the Greenville District; No General Fund Impact. Road funds.

Fiscal Impact:

No General Fund impact. Road funds.

Attachments:

1. Public Works Maintenance Worker II_201409231154075956
2. Public Works Maintenance Worker I_201411061048205397
3. CRITICAL STAFFING QUEST Road Maint Worker 12-24
4. Department Org Chart

PUBLIC WORKS MAINTENANCE WORKER II

DEFINITION

Under general supervision, to perform a variety of assignments in the maintenance, repair, and construction of roads, bridges and drainage systems; to operate light equipment; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first experienced journey level in the Public Works Maintenance Worker Class series. Incumbents are assigned to a variety of maintenance, repair, construction, and light equipment operation assignments. They may also operate heavy equipment, similar to that operated by a Public Works Maintenance Worker III, in a training capacity, or, on an emergency basis.

REPORTS TO

Public Works Maintenance Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

PUBLIC WORKS MAINTENANCE WORKER II - 2

EXAMPLES OF DUTIES

- Performs a variety of unskilled and semi-skilled duties in the maintenance, construction, and repair of County roads.
- Bridges and drainage systems.
- Operates basic road maintenance equipment such as trucks, snowplows, and loaders.
- Performs unskilled duties such as cutting weeds, clearing debris, cleaning ditches, and painting guard rails.
- Paves, patches, and repairs roads and streets.
- Mixes oil and base materials for road patching and resurfacing.
- Loads, rakes, and shovels asphalt.
- Hand sweeps surfaces.
- Operates hand tools such as jackhammers and chain saws.
- Straightens and replaces snow stakes and road signs.
- May drive vehicles to transport materials, tools, and equipment.
- Performs routine maintenance and repair tasks on equipment.
- Acts as a flag person for road repair and maintenance crews.
- Performs shovel work, opening, widening, and backfilling excavations.
- Assists with the installation and repair of traffic control and warning signs.

TYPICAL PHYSICAL REQUIREMENTS

Frequently stand and walk; sit for extended periods; ability to stoop, kneel or crouch to pick up or move objects; walk for long distances and on sloped ground and uneven surfaces; lift and move objects weighing over 100 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of maintenance equipment such as backhoes, front end loaders, and snowplows.

TYPICAL WORKING CONDITIONS

Work is performed outdoors in varying temperature, weather, and humidity condition; work is performed in environment with constant noise; exposure to grease and oils; exposure to moving equipment; exposure to electrical current; constant contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Procedures, tools, equipment, and materials used in the maintenance and construction of roads, bridges, and public works facilities.
- Operation and routine maintenance of light equipment.
- Provisions of the California Vehicle Code relating to the operation of medium and light equipment on streets and roads.
- Work safety methods and programs.

Ability to:

- Perform a variety of unskilled and semi-skilled work in the maintenance, construction, and repair of County roads, bridges, culverts, and public works facilities.
- Operate light equipment.
- Maintain basic records.
- Perform heavy physical labor.
- Follow oral and written directions.
- Maintain and make basic repairs to equipment.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One (1) year of road maintenance work and construction experience comparable to that of a Public Works Maintenance Worker I with Plumas County.

Special Requirements: Possession of an appropriate valid and current California Class "A" or "B" Driver's License, meeting the performance requirements of the position.

Incumbents transporting hazardous materials may be required to possess special endorsements.

PUBLIC WORKS MAINTENANCE WORKER I

DEFINITION

Under general supervision, to perform a variety of assignments in the maintenance, repair, and construction of roads, bridges and drainage systems; to learn to operate light equipment; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and training level in the Public Works Maintenance Worker Class series. Incumbents initially work under close supervision in a training and learning capacity. When sufficient job knowledge is obtained and sound work habits have been demonstrated, an incumbent may be promoted to the level of Public Works Maintenance Worker II, provided that they perform a range of assignments beyond heavy physical labor and driving. Public Works Maintenance Worker I is distinguished by the performance of a lesser scope of work assignments with closer supervision than Public Works Maintenance Worker II.

REPORTS TO

Public Works Maintenance Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

PUBLIC WORKS MAINTENANCE WORKER I - 2

EXAMPLES OF DUTIES

- Assists with and performs a variety of unskilled and semi-skilled duties in the maintenance, construction, and repair of County roads, bridges, and drainage systems.
- Learns to operate basic road maintenance equipment such as trucks, snowplows, and loaders.
- Performs unskilled duties such as cutting weeds, clearing debris, cleaning ditches, and painting guard rails.
- Paves, patches, and repairs roads and streets.
- Mixes oil and base materials for road patching and resurfacing.
- Loads, rakes, and shovels asphalt.
- Hand sweeps surfaces.
- Operates hand tools such as jackhammers and chain saws.
- Straightens and replaces snow stakes and road signs.
- May drive vehicles to transport materials, tools, and equipment.
- Performs routine maintenance and repair tasks on equipment.
- Acts as a flag person for road repair and maintenance crews.
- Performs shovel work, opening, widening, and backfilling excavations.
- Performs maintenance work around the Public Works yard.
- Performs shipping and receiving assignments.
- Maintains inventory and orders small tools and road signs.
- May order cleaning supplies.
- May maintain the culvert pipe yard, loading and unloading pipes and bands.
- Stocks and distributes truck parts and chains.
- Assists with the installation and repair of traffic control and warning signs.

TYPICAL PHYSICAL REQUIREMENTS

Frequently stand and walk; sit for extended periods; ability to stoop, kneel or crouch to pick up or move objects; walk for long distances and on sloped ground and uneven surfaces; lift and move objects weighing over 100 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of maintenance equipment such as backhoes, front end loaders, and snowplows.

TYPICAL WORKING CONDITIONS

Work is performed outdoors in varying temperature, weather, and humidity condition; work is performed in environment with constant noise; exposure to grease and oils; exposure to moving equipment; exposure to electrical current; constant contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Safe driving practices and the California Vehicle Code relating to the operation of motor vehicles.
- Work safety practices.

Ability to:

- Perform a variety of unskilled and semi-skilled work in the maintenance, construction, and repair of County roads, bridges, culverts, and public works facilities.
- Learn to operate light equipment.
- Maintain basic records.
- Perform heavy physical labor.
- Follow oral and written directions.
- Maintain and make basic repairs to equipment.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Some previous work experience performing heavy physical labor is highly desirable.

Special Requirements: Possession of an appropriate valid and current California Driver's License required to meet the performance requirements of the position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Road Maintenance Worker I/II

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

Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.

- Why is it critical that this position be filled at this time?

Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal.

- How long has the position been vacant?

Two weeks.

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

The department's wage and benefits portion of the 23/24 budget includes funds for this position.

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

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

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

What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- 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? **None**

- 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**

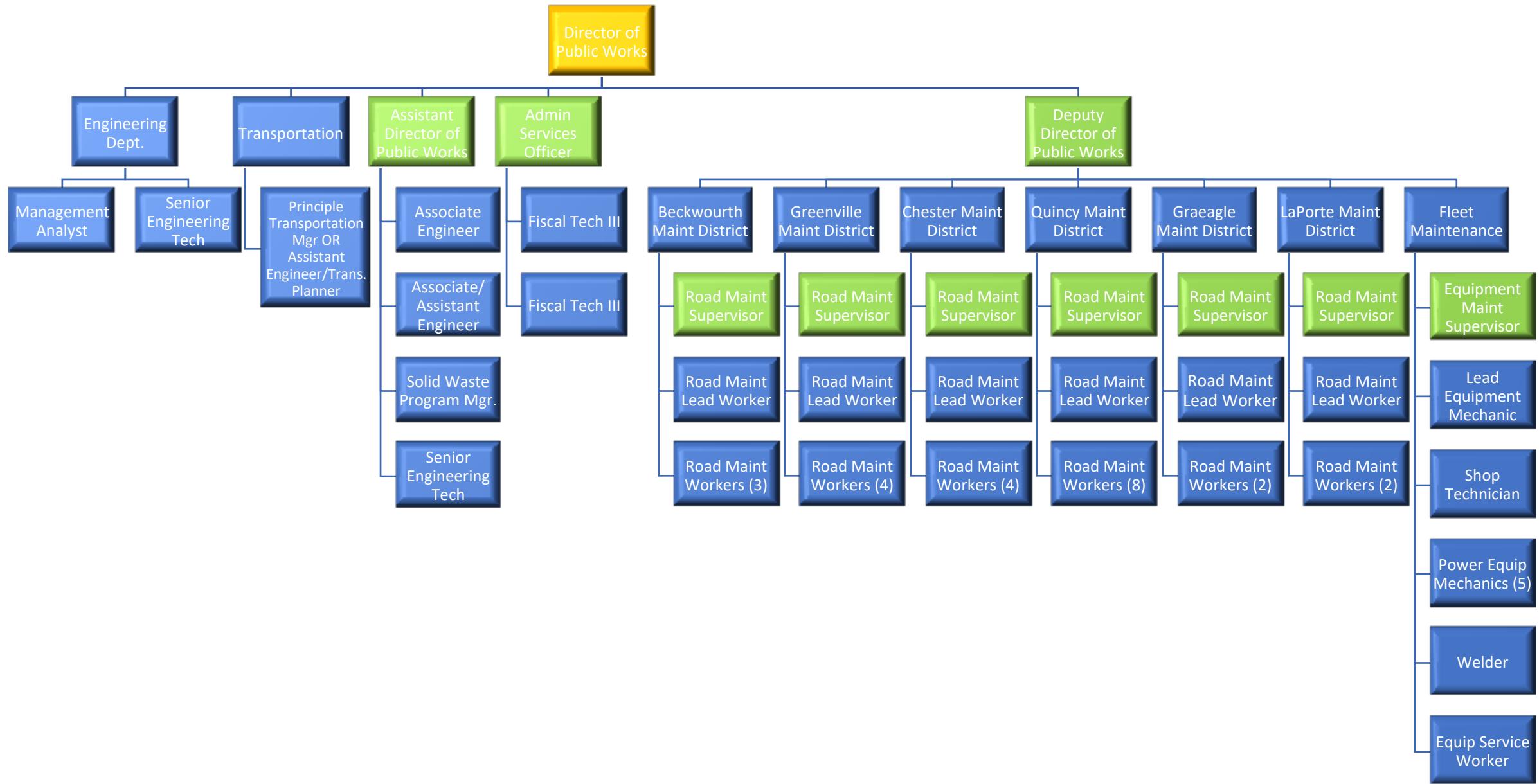
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

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

21/22 \$0

22/23 \$0

23/24 \$0





**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: April 1, 2025

SUBJECT: Approve and Authorize the transfer of three vehicles, which include two 2012 Honda CRV's and one 2008 Ford Escape, from Behavioral Health to Public Works and remove the vehicles from the auction company's list. No General Fund Impact.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors approve the removal of two 2012 Honda CRV and one 2008 Ford Escape from the auction list due to the vehicles being transferred to Public Works.

Background and Discussion:

The Board of Supervisor approved a Resolution on December 10, 2024 to hold an auction for surplus vehicles to be sold. Behavioral Health included three vehicles on the approved list to be auctioned off, which includes two 2012 Honda CRV's and one 2008 Ford Escape. Public Works inspected these three vehicles and has completed an asset transfer form which has been sent to the Auditor. Since the three vehicles were included on the auction list, Facilities Services has requested that the Board of supervisors approve their removal from the auction list.

Action:

Approve and Authorize Transfer of three vehicles from Behavioral Health to Public Works and remove vehicles from auction company's list. No General Fund Impact.

Fiscal Impact:

No General Fund impact.

Attachments:

None



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: April 1, 2025

SUBJECT: Approve and authorize Chair to sign a Letter of Support addressed to the Lake Almanor Chamber of Commerce for the Annual 4th of July Parade in Chester on July 4, 2025.

Recommendation:

Approve and authorize Chair to sign a Letter of Support addressed to the Lake Almanor Chamber of Commerce for the Annual 4th of July Parade in Chester on July 4, 2025.

Background and Discussion:

The Lake Almanor Area Chamber of Commerce is once again hosting the July 4th Parade in Chester. I will be completing the necessary permit application with CalTrans, so I am requesting a letter of support from the BOS.

Action:

Approve and authorize Chair to sign a Letter of Support addressed to the Lake Almanor Chamber of Commerce for the Annual 4th of July Parade in Chester on July 4, 2025.

Fiscal Impact:

No General Fund Impact, Letter or Support only.

Attachments:

1. LOS Annual 4th of July Parade LACOC 04012025



OFFICE OF THE
**BOARD OF
SUPERVISORS**
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone: (530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTRICT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR
ALLEN HISKEY
CLERK OF THE BOARD

April 1, 2025

Lake Almanor Chamber of Commerce
P.O. Box 1198
Chester, CA 96020

Subject: Letter of Support Annual 4th of July Parade in Chester

Attn: Anne Kassenbaum, Event Coordinator

Dear Ms. Kassenbaum,

The Plumas County Board of Supervisors recently received correspondence from the Lake Almanor Chamber of Commerce regarding the Annual 4th of July Parade in Chester. The Plumas County Board of Supervisors was asked to prepare a letter of acknowledgement in support of the Annual Parade taking place on July 4, 2025.

This letter confirms the Plumas County Board of Supervisors has been informed of the Annual 4th of July Parade and supports this event provided all applicable permits are obtained.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
County of Plumas



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: April 1, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Western States Fire Protection for phase 3 of fire sprinkler replacement; effective April 1 2025; not to exceed \$123,960.00; (General Fund Impact) as approved in recommended (FY 24/25) CIP budget (2012054 / 540110); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Western States Fire Protection for phase 3 of fire sprinkler replacement; effective April 1 2025

Background and Discussion:

Contract is phase 3 of replacing failing fire sprinkler piping at Annex Building.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Western States Fire Protection for phase 3 of fire sprinkler replacement; effective April 1 2025

Fiscal Impact:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Western States Fire Protection for fire sprinkler replacement; effective April 1 2025; not to exceed \$123,960.00; (General Fund Impact)

Attachments:

1. 5026 FINAL (1) Western States Phase 3

Service 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 (hereinafter referred to as “County”), and **API Group Life Safety USA, LLC**, a Minnesota Limited Liability Company dba Western States Fire Protection Company (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. **Scope of Work.** Phase 2, 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 **One Hundred Twenty-Three Thousand Nine Hundred Sixty and 00/100 Dollars (\$123,960.00)** (hereinafter referred to as the “Contract Amount”), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Term.** The term of this Agreement shall be from **March 11, 2025**, through **June 30, 2025**, unless terminated earlier as herein provided. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 5, 2024, to the date of approval of this Agreement by the Board of Supervisors.
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

_____ COUNTY INITIALS

1

CONTRACTOR INITIALS _____

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 other 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

_____ COUNTY INITIALS _____

CONTRACTOR INITIALS _____

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

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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

_____ COUNTY INITIALS

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obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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

- a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of 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 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 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 term 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

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vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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 C16 Fire Protection contractor, issued by the State of California, No. 1092090.

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.

_____ COUNTY INITIALS

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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 INITIALS

CONTRACTOR INITIALS _____

County:

Department of Facility Services & Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Nick Collin, Director

Contractor:

API Group Life Safety USA, LLC dba Western States Fire Protection Company
1655 Marietta Way
Sparks, NV 89431
Attention: Sean McGuire

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. 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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
41. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

_____ COUNTY INITIALS

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- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

42. 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.

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

CONTRACTOR:

API Group Life Safety USA, LLC dba
Western States Fire Protection Company

By: _____
Name: Nate Muzzi
Title: Attorney-in-fact
Date:

COUNTY:

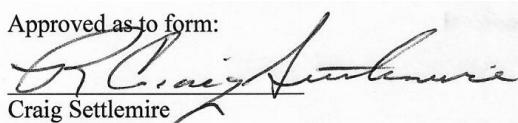
County of Plumas, a political subdivision of
the State of California

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date:

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board

Approved as to form:



Craig Settlemire
Counsel

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Exhibit A

Scope of work Phase 3

Scope of work consists of replacing of the middle section of fire sprinkler system for the 1st floor wet System. The starting point will be at existing wet pipe system previously replaced on first floor by phase 2, draining fire sprinkler system daily and returning to service every end of work shift.

This scope is for a direct replacement of the existing fire sprinkler piping in the middle section of the first floor and a section of the West End that has not already been replaced. This work is proposed to be completed outside of normal business hours. Attached are drawings that highlight the areas of work.

Mains and branch lines: Currently there have been multiple leaks over the past years and the sprinkler piping seems to have reached its useful life cycle. All piping that is to be replaced will be schedule 10 or thicker.

- DFS is to remove and replace all piping and sprinkler heads in designated areas per marked drawings. (attached)
- This is to include the fire sprinkler main line that runs through the area of work along with branch lines and arm overs.
- With replacement of all pipe and fittings the fire sprinkler heads will also be replaced with new ones. Per NFPA code when a fire sprinkler head is removed it shall be replaced with new.
- All the fittings will be replaced with new.
- All existing hangers are to remain in place and be reused.
- Pipe used on this project shall be black schedule 10 for 2 ½" and larger and schedule 40 steel for 2" and smaller as allowed by NFPA 13 and meeting ASTM A53, ASTM A795 or ASTM A135 standards.
- Piping to be concealed above areas with sheetrock and grid ceilings.

Delta Fire Systems qualifies the following:

- All work shall take place after hours Monday-Friday.
- All hangers are to remain and be reused.
-

Work will take place at Plumas County Health and Human Services Building Located at
270 County Hospital Rd. Quincy, Ca 95971

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Exhibit B
Terms of Payment

Terms of payment are net 30 days on 100% of Complete Design Drawings, 100% of materials onsite and percentage of square footage completed for labor on monthly progress billings with final completion payment within 30 days of contract completion.

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**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: April 1, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health Treatment Center for crisis intervention and stabilization, effective date July 1, 2025; not to exceed \$100,000.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health Treatment Center for crisis intervention and stabilization, effective date July 1, 2025; not to exceed \$100,000.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Background and Discussion:

Compassion Pathway Behavioral Health Treatment Center offers crisis intervention and stabilization, to help clients gain the skills and ability necessary to remain out of higher-level locked placement facilities.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health Treatment Center for crisis intervention and stabilization, effective date July 1, 2025; not to exceed \$100,000.00

Fiscal Impact:

(No General Fund Impact) State and Federal Funds

Attachments:

1. 0692_001

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County") Compassion Pathway Behavioral Health LLC., DBA Compassion Treatment Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One hundred thousand dollars (\$100,000.00). CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences July 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the

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limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification –Contractor shall indemnify County against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of Contractor's performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages, or liability are caused by, or result from the negligent or intentional acts or omissions of Contractor, its officers, agent or employee.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and

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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, as the additional insured, 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, as the additional insured, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County, as the additional insured, 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.

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

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

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

County:

Sharon Sousa, LMFT, Director
Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971

Contractor:

Ifeanyi Ezeani, DBA-HCM, CEO
5410 White Lotus Way
Elk Grove, CA 95757

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions->

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[programs-and-country-information/ukraine-russia-related-sanctions](http://www.sam.gov/programs-and-country-information/ukraine-russia-related-sanctions)). Failure to comply may result in the termination of this agreement.

26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. **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 ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, 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.

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28. 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.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Compassion Pathway Behavioral Health LLC

By: _____

Name: Ifeanyi Ezeani
Title: Chief Executive Officer/
Chief Financial Officer
Date signed:

COUNTY:

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

By: _____

Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

Name: Kevin Goss

Title: Chair, Board of Supervisors
Date signed:

ATTEST:

Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Compassion Pathway Behavioral Health LLC DBA Compassion Treatment Center referred to herein as Business Associate (“BA”), dated July 1, 2025.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

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Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

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carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

i. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

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b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

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event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name Ifeanyi Ezeani – DBA-HCM
Title: Chief Executive Officer
Address: 5410 White Lotus Way
Elk Creek, CA 95814
Signed: _____
Date: _____

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EXHIBIT A - SCOPE OF WORK

Scope of Work narrates the work/duties that will be performed by the Provider and the work/duties that the County will perform. After approval of this bid, the Provider and the County may, upon agreement by both parties, modify this Scope of Work during the development of the Plan of Operation; however, all services must be within the scope and level of care defined in California Code of Regulation for Mental Health Rehabilitation Centers, MHRC.

Provider Responsibilities

The following are our responsibilities as a provider; these responsibilities cover both Basic and Enhanced Services required by the County.

Scope of Services

The MHRC aims to help Clients gain the skills and ability necessary to remain out of higher level locked placement facilities, such as Institutes of Mental Disease and Mental Health Rehabilitation Centers, and to move into a less restrictive living arrangement in the community. This should be accomplished by helping each County client develop independent living skills and improve their quality of life. County clients will be treated with respect in a monitored and safe environment. The MHRC will provide support for County Clients who need intensive mental health crisis services, intervention, and support that will help them manage their symptoms better and train County Clients to develop independent living skills. Services may be provided one-on-one or in groups. The program will be configured to meet the individual needs of each County Client, and may include, but is not limited to:

- Individual and Group Counseling
- Individual and Group therapy
- Counseling with Clients and Family Members
- Crisis Intervention and Stabilization
- Self-control and Symptom Management
- Prevocational or Vocational Counseling
- Self-Advocacy
- Budgeting and Money management
- Nutrition Education
- Medication Education
- Sex Education
- Personal grooming and hygiene
- Community Living and Interpersonal Skills
- Planned Activities that include indoor/outdoor games and physical exercises to maintain physical health and wellness.

Additionally, the Contractor will comply with all other service needs for operation of the MHRC and support for the County Clients, including but not limited to:

- Preparing three (3) meals and three (3) nutritional snacks each day and providing

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County clients and the County's designated staff/case manager with a calendar of meals and snacks

- Providing housekeeping and laundry
- Transport County clients to appointments as needed.
- Arranging for daily activities and providing County Clients and the County's designated staff/case manager with a calendar of daily activities
- Assisting with medication, including administration, ordering, monitoring for side effects, and reporting medication non-compliance to the County's designated staff/case manager and conservator if applicable
- Supporting County clients in scheduling and attending medical, dental, and other appointments, and providing advocacy as needed
- Providing close supervision of an intensive interaction with County Clients who may require the management of more difficult or complex behavioral problems, reporting any concerns to the County's designated staff/case manager, and conservator if applicable, and developing and implementing any needed behavior plans to decrease exhibited negative or aggressive behaviors.
- Maintaining individual County client's records in accordance with County and State requirements
- Participating with the County in regularly scheduled meetings with the County's designated staff, conservators, and/or other entities with whom the County Client is involved (e.g., Probation) to assess the progress and ongoing needs of County Clients.

The MHRC staff shall prominently post and provide to each County client and their natural support network (e.g., family, designated County staff, Probation, conservator if applicable) information regarding how to contact MHRC staff in case of any County Client-specific concerns or emergencies. The MHRC shall also display all other required posters and/or notifications, such as County grievance forms.

Staffing and Training

As mandated by the California Code of Regulations, we will provide twenty-four (24) hour staff coverage, seven (7) days per week, with supportive, supervisory, and medication support services intended to prepare County Clients to transition from the facility to independent community living.

To comply with applicable State laws and regulations, we will have nurses and mental health workers on the premises for the hours necessary to manage and operate the facility in compliance with applicable laws and regulations. The MHRC Director or a designated substitute, with qualifications adequate to be responsible for the management and administration of the facility, must be on site 40 hours per week. Any change of Director will be reported to the DHCS/licensing agency and the County in writing within thirty (30) days prior to a change of Director.

California law requires that facility personnel, at all times, be sufficient in numbers, qualifications, and competency to provide the services necessary to meet individual client needs, and to ensure their health, safety, comfort, and supervision. Staff qualifications and the number of staff on-site will be adjusted as needed to adhere to all regulations outlined in the CCR Title 9,

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Section 786.12 for rehabilitation program staff, and CCR Title 9, Section 786.19 for activities program staff.

All the facility's staff will receive Crisis Prevention and Intervention training and be required to be CPR and First Aid certified. Staff classifications will be within the scope of practice for the duties performed, including supervisory and other support services. The Facility will always have a licensed nurse present, to provide skilled nursing services as needed.

Staff will be highly competent, caring, and compassionate, with experience working with individuals with serious mental illness and co-occurring disorders. As may be necessary, staffing can be adjusted upward when needed to prevent crisis situations or other occurrences that could lead to acute hospitalization or loss of housing for any County clients.

Staff will be properly equipped on how to effectively work with County clients who have mental health illnesses and be trained on all relevant operational requirements of an MHRC, including but not limited to medication support services, principles of nutrition, housekeeping and sanitation, personal care and hygiene, supportive and individualized supports, residential treatment plans, and activities beyond basic living and personal care, County client safety measures, and the provision of excellent client care.

County Responsibilities

The county's responsibilities at this time, as known by the Provider include but are not limited to the following:

- The County is responsible for ensuring the clients meet the criteria for placement in the MHRC.
- The County must ensure that the client is medically cleared to be placed in an MHRC.
- The County is responsible for all payments for services that are not included in the bundled rate, such costs are associated with all clients' medical, dental, vision, laboratory, and any other service outside the Provider's Scope of Services.
- The County will be responsible for reimbursing the MHRC any costs associated with care outside the Scope of Services outlined in this proposal; such costs can include the purchase of reading glasses, clothes, or shoes for the clients.
- The County Public Guardian must be available to the MHRC staff, 7 days a week and 24 hours a day.

The county will be responsible for collaborating with local authorities to locate clients who eloped from the facility or did not return to the facility after a predetermined time.

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EXHIBIT B

Cost of services

The services we will provide in the MHRC will meet the services standard outlined in CCR Title 9, Section 786.120. The services include a range of activities and services that support clients in restoring, improving, and/or preserving interpersonal and independent living skills and accessing community support systems. The timing, frequency, and duration of the various types of services provided to each client receiving MHRC will depend on the acuity and individual needs of each client.

The MHRC services will be included in a single daily bundle; these services shall include but not be limited to:

- Monthly Psychiatric Evaluation/Assessment
- Medication management
- Individual and Group Counseling
- Individual and Group therapy
- Counseling with Clients and Family Members
- Crisis Intervention and Stabilization
- Self-control and Symptom Management
- Prevocational or Vocational Counseling
- Client Advocacy
- Budgeting and Money management
- Nutrition Education
- Medication Education
- Sex Education
- Personal grooming and hygiene
- Community Living and Interpersonal Skills
- Planned Activities that include indoor/outdoor games and physical exercises to maintain physical health and wellness.

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Rates for Services

The following are the 2024/2025 rates for services provided to Counties' Medi-Cal eligible clients with mental health illness:

- Daily rates for adult residential treatment services: \$375/day per client
- Medication support services rates:

Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner	RN	LVN	Licensed Psychiatric Technician	Mental Health Rehab Specialist
PROVIDER TYPE	HOURLY							
99205	60	\$ 1,137.33	\$ 647.27	\$ 717.66	425.24	\$ 242.69	\$ 208.05	\$ 222.70
99212	15	\$ 284.33	\$ 161.81	\$ 179.41				
99213	20							
99214	30	\$ 663.44	\$ 323.62	\$ 358.82				
H0033	15	\$ 284.33	\$ 161.81	\$ 179.41	103.24	\$ 60.67	\$ 52.01	\$ 55.68
H0034	15	\$ 284.33	\$ 161.81	\$ 179.41	103.24	\$ 60.67	\$ 52.01	

- Board and care (SSI/SSP - monthly): \$1420.07/month

NOTES:

- We expect that the Counties we serve do participate in the Federal Financial Participation program in order to receive the Medi-Cal maximum reimbursements for the cost of adult residential treatment services.
- The client must be eligible for SSI/SSP to pay for board and care cost; otherwise, these costs will be paid by the referring County.
- Daily rates may be discounted based on the purchase of dedicated beds.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year.

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PCBH2526COMPASSIONPATHWAY BH

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

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**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: April 1, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Anderson Creek Treatment Center for crisis intervention and stabilization, effective July 1, 2025; not to exceed \$100,000.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Anderson Creek Treatment Center for crisis intervention and stabilization, effective July 1, 2025; not to exceed \$100,000.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Background and Discussion:

Anderson Creek Treatment Center provides support for County clients who need intensive mental health crisis services.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Anderson Creek Treatment Center for crisis intervention and stabilization, effective July 1, 2025; not to exceed \$100,000.00; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal Funds;

Attachments:

1. 0693_001

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Compassion Pathway Behavioral Health LLC, dba Anderson Creek SRF (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One hundred thousand dollars (\$100,000.00). CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences July 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State
5. **Conditions for Eviction.**
 - A. The licensee/administrator of the facility may, upon thirty (30) days written notice to the client, evict the client for one or more of the following reasons:
 - 1) Nonpayment of the rate for basic services within ten days of the due date.
 - 2) Failure of the client to comply with the provisions of the Admission Agreement.
 - 3) Failure of the client to comply with state or local law after receiving written notice of the alleged violation.
 - 4) Failure of the client to comply with the written general policies of the facility which are for the purpose of making it possible for clients/residents to live together.

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- 5) Inability of the licensee to meet the client's needs. Based upon a reassessment of the client's needs, conducted pursuant to applicable regulations, the licensee/administrator of the facility and the person who performs the assessment determine that the facility is not appropriate for the client and the client has been given the opportunity to relocate.
- 6) Nonadherence to stipulations in client's individual needs and services plan.
- 7) Change of use of the facility.

B. The licensee/administrator of the facility may, upon obtaining prior and/or documented telephone approval from the licensing agency, evict the client upon three (3) days written notice to quit. The licensing agency may grant approval for the eviction upon a finding of good cause. Good cause exists if the client is engaging in behavior which is a threat to the mental and/or physical health or safety of himself/herself or to others in the facility.

C. The licensee/administrator of the facility shall, in addition to either serving thirty (30) days notice or seeking approval from the Department and serving three (3) days notice on the client, notify or mail a copy of the notice to quit to the client's authorized representative, if any. Additionally, a written report of any eviction shall be sent to the licensing agency within five (5) days. The licensee/administrator of the facility shall set forth in the notice to quit the reasons relied upon for the eviction with specific facts to permit determination of the date, place, witnesses, and circumstances.

D. A client evicted from the facility may not appeal the decision, but will be advised to contact the California Department of Social Services and the California Department of Health Care Services if they wish to appeal the facility's decision. However, a client whose needs are not able to be met in the facility may be relocated to a more suitable facility

6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

7. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such

breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

8. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

9. **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.

10. **Indemnification** – To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

11. County shall indemnify Contractor against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of County’s performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages, or liability are caused by, or result from the negligent or intentional acts or omissions of County, its officers, agent or employee.

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

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- 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, as the additional insured, 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, as the additional insured, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County, as the additional insured, before the

_____ COUNTY INITIALS

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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.

13. **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.
14. **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.
15. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
16. **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.
17. **Choice of Law.** The laws of the State of California shall govern this agreement.
18. **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.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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:

Sharon Sousa, LMFT, Director
Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971

Contractor:

Ifeanyi Ezeani, DBA-HCM, CEO
Compassion Pathway Behavioral Health LLC
5410 White Lotus Way
Elk Grove, CA 95757

25. 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.

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26. 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.
27. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
28. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
29. 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

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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 ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, 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.

30. 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.
31. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
32. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Compassion Pathway Behavioral Health LLC,
dba Anderson Creek SRF

By: _____
Name: Ifeanyi Ezeani
Title: Chief Executive Officer/
Chief Financial Officer
Date signed:

COUNTY:

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

By: _____
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

COUNTY INITIALS

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), Compassion Pathway Behavioral Health LLC, dba Anderson Creek SRF referred to herein as Business Associate (“BA”), dated July 1, 2025.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

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Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

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carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

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164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a.. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I))]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

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event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name Ifeanyi Ezeani – DBA-HCM
Title: Chief Executive Officer
Address: 5410 White Lotus Way
Elk Creek, CA 95814
Signed: _____
Date: _____

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EXHIBIT A - SCOPE OF WORK

Scope of Work narrates the work/duties that will be performed by the Provider and the work/duties that the County will perform. After approval of this bid, the Provider and the County may, upon agreement by both parties, modify this Scope of Work during the development of the Plan of Operation; however, all services must be within the scope and level of care defined in California Code of Regulation for MHRCs.

Provider Responsibilities

The following are our responsibilities as a provider; these responsibilities cover both Basic and Enhanced Services required by the County.

Scope of Services

Help Clients gain the skills and ability necessary to remain out of higher level locked placement facilities, such as Institutes of Mental Disease and Mental Health Rehabilitation Centers, and to move into a less restrictive living arrangement in the community. This should be accomplished by helping each County client develop independent living skills and improve their quality of life. County clients will be treated with respect in a monitored and safe environment. The MHRC will provide support for County Clients who need intensive mental health crisis services, intervention, and support that will help them manage their symptoms better and train County Clients to develop independent living skills. Services may be provided one-on-one or in groups. The program will be configured to meet the individual needs of each County Client, and may include, but is not limited to:

- Individual and Group Counseling
- Individual and Group therapy
- Counseling with Clients and Family Members
- Crisis Intervention and Stabilization
- Self-control and Symptom Management
- Prevocational or Vocational Counseling
- Self-Advocacy
- Budgeting and Money management
- Nutrition Education
- Medication Education
- Sex Education
- Personal grooming and hygiene
- Community Living and Interpersonal Skills
- Planned Activities that include indoor/outdoor games and physical exercises to maintain physical health and wellness.

Additionally, the Contractor will comply with all other service needs for operation of the MHRC and support for the County Clients, including but not limited to:

- Preparing three (3) meals and three (3) nutritional snacks each day and providing County clients and the County's designated staff/case manager with a calendar of meals and snacks

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- Providing housekeeping and laundry
- Transport County clients to appointments as needed.
- Arranging for daily activities and providing County Clients and the County's designated staff/case manager with a calendar of daily activities
 - Assisting with medication, including administration, ordering, monitoring for side effects, and reporting medication non-compliance to the County's designated staff/case manager and conservator if applicable
 - Supporting County clients in scheduling and attending medical, dental, and other appointments, and providing advocacy as needed
 - Providing close supervision of an intensive interaction with County Clients who may require the management of more difficult or complex behavioral problems, reporting any concerns to the County's designated staff/case manager, and conservator if applicable, and developing and implementing any needed behavior plans to decrease exhibited negative or aggressive behaviors.
- Maintaining individual County client's records in accordance with County and State requirements
 - Participating with the County in regularly scheduled meetings with the County's designated staff, conservators, and/or other entities with whom the County Client is involved (e.g., Probation) to assess the progress and ongoing needs of County Clients.

Staff shall prominently post and provide to each County client and their natural support network (e.g., family, designated County staff, Probation, conservator if applicable) information regarding how to contact MHRC staff in case of any County Client-specific concerns or emergencies. The MHRC shall also display all other required posters and/or notifications, such as County grievance forms.

Staffing and Training

As mandated by the California Code of Regulations, we will provide twenty-four (24) hour staff coverage, seven (7) days per week, with supportive, supervisory, and medication support services intended to prepare County Clients to transition from the facility to independent community living.

To comply with applicable State laws and regulations, we will have nurses and mental health workers on the premises for the hours necessary to manage and operate the facility in compliance with applicable laws and regulations. The MHRC Director or a designated substitute, with qualifications adequate to be responsible for the management and administration of the facility, must be on site 40 hours per week. Any change of Director will be reported to the DHCS/licensing agency and the County in writing within thirty (30) days prior to a change of Director.

California law requires that facility personnel, at all times, be sufficient in numbers, qualifications, and competency to provide the services necessary to meet individual client needs, and to ensure their health, safety, comfort, and supervision. Staff qualifications and the number of staff on-site will be adjusted as needed to adhere to all regulations outlined in the CCR Title 9, Section 786.12 for rehabilitation program staff, and CCR Title 9, Section 786.19 for activities program staff.

All the facility's staff will receive Crisis Prevention and Intervention training and be required to be CPR and First Aid certified. Staff classifications will be within the scope of practice for the

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duties performed, including supervisory and other support services. The Facility will always have a licensed nurse present, to provide skilled nursing services as needed.

Staff will be highly competent, caring, and compassionate, with experience working with individuals with serious mental illness and co-occurring disorders. As may be necessary, staffing can be adjusted upward when needed to prevent crisis situations or other occurrences that could lead to acute hospitalization or loss of housing for any County clients.

Staff will be properly equipped on how to effectively work with County clients who have mental health illnesses and be trained on all relevant operational requirements of an MHRC, including but not limited to medication support services, principles of nutrition, housekeeping and sanitation, personal care and hygiene, supportive and individualized supports, residential treatment plans, and activities beyond basic living and personal care, County client safety measures, and the provision of excellent client care.

County Responsibilities

The county's responsibilities at this time, as known by the Provider include but are not limited to the following:

- The County is responsible for ensuring the clients meet the criteria for placement in the MHRC.
- The County must ensure that the client is medically cleared to be placed in an MHRC.
- The County is responsible for all payments for services that are not included in the bundled rate, such costs are associated with all clients' medical, dental, vision, laboratory, and any other service outside the Provider's Scope of Services.
- The County will be responsible for reimbursing the MHRC any costs associated with care outside the Scope of Services outlined in this proposal; such costs can include the purchase of reading glasses, clothes, or shoes for the clients.
- The County Public Guardian must be available to the MHRC staff, 7 days a week and 24 hours a day.

The county will be responsible for collaborating with local authorities to locate clients who eloped from the facility or did not return to the facility after a predetermined time.

EXHIBIT B

Cost of services

The services we will provide will meet the services standard outlined in CCR Title 9, Section 786.120. The services include a range of activities and services that support clients in restoring, improving, and/or preserving interpersonal and independent living skills and accessing community support systems. The timing, frequency, and duration of the various types of services provided to each client will depend on the acuity and individual needs of each client.

The services will be included in a single daily bundle; these services shall include but not be limited to:

- Monthly Psychiatric Evaluation/Assessment
- Medication management
- Individual and Group Counseling
- Individual and Group therapy
- Counseling with Clients and Family Members
- Crisis Intervention and Stabilization
- Self-control and Symptom Management
- Prevocational or Vocational Counseling
- Client Advocacy
- Budgeting and Money management
- Nutrition Education
- Medication Education
- Sex Education
- Personal grooming and hygiene
- Community Living and Interpersonal Skills
- Planned Activities that include indoor/outdoor games and physical exercises to maintain physical health and wellness.

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Rates for Services

The following are the 2024/2025 rates for services provided to Counties' Medi-Cal eligible clients with mental-health illness:

- Daily rates for adult residential treatment services: \$375/day per client
- Medication support services rates:

Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner	RN	LVN	Licensed Psychiatric Technician	Mental Health Rehab Specialist
PROVIDER TYPE HOURLY								
99205	60	\$ 1,137.33	\$ 647.27	\$ 717.66	425.24	\$ 242.69	\$ 208.05	\$ 222.70
99212	15	\$ 284.33	\$ 161.81	\$ 179.41				
99213	20							
99214	30	\$ 563.44	\$ 323.62	\$ 358.82				
H0033	15	\$ 284.33	\$ 161.81	\$ 179.41	103.24	\$ 60.67	\$ 52.01	\$ 55.68
H0034	15	\$ 284.33	\$ 161.81	\$ 179.41	103.24	\$ 60.67	\$ 52.01	

- Board and care (SSI/SSP - monthly): \$1420.07/month

NOTES:

- We expect that the Counties we serve do participate in the Federal Financial Participation program in order to receive the Medi-Cal maximum reimbursements for the cost of adult residential treatment services.
- The client must be eligible for SSI/SSP to pay for board and care cost; otherwise, these costs will be paid by the referring County.
- Daily rates may be discounted based on the purchase of dedicated beds.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

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**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: April 1, 2025
SUBJECT: Approve the Meeting Minutes for all meetings held in March 2025, as submitted.

Recommendation:

Approve the Meeting Minutes for all meetings held in March 2025, as submitted.

Background and Discussion:

Monthly the Board of Supervisors approves the previous month's minutes under the Consent Agenda.

Action:

Approve the Meeting Minutes for all meetings held in March 2025, as submitted.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Minutes 03-04-2025
2. Minutes 03-11-2025
3. Minutes 03-18-2025



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MARCH 4, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Darrell Webster led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss moved some items around the back-up for 1.E needs to be moved to 5.B, 4.D is going to be taken up at 10:30am in order for the DA to attend. The Forest Service will go first during Updates and Reports.

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.

Darrell Webster (Fire Safe Council) gives thanks to Phillip Jacks and his crew for their efforts during the prescribed fire. Supervisor McGowan spoke.

Phillip Jacks (Fire Boss) updated the Board on the prescribed burn on Boyles Ravine.

Deborah Hopkins speaks about the Chinese Cemetery and that the County decided to take it and take care of it. Supervisor Hall asked Deborah to contact her about it, Supervisor Goss asked if she had contacted Quincy Cemetery District. She also talks about the outdoor theater project.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Johns introduces Sergeant Froggatt as the new Administrative Sergeant.

Greg Ellingson (IT Director) introduces their new employee in the IT Department.

Nick Collin (Facilities Director) updates the Board on the surplus vehicle auction.

Josh Mizrahi (Interim HR Director) informs the Board and public about the upcoming Job Fair on March 6, 2025, at the Fairgrounds.

Marcy DeMartile (Clerk Recorder/Registrar of Voters) updates the Board on the new recording system, contracts in review with No General Fund Impact, and cyber-security.

Dora Mitchell (County Librarian) shares a handout

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18707>

Kristy Pierson (Behavioral Health) updates the Board on family support groups meeting on Tuesdays at 10am in Portola, and Thursdays at 10am in Chester.

ACTION AGENDA

1. UPDATES AND REPORTS

Supervisor McGowan spoke about NACo in Washington.

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

No Report Provided.

B. US FOREST SERVICE

Report and update.

Caitlin updated the Board on some projects that the Forest Service is working on, and the recent cuts that are being proposed by her Department.

C. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

No Report Provided.

D. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

Martee Graham (Auditor-Controller) updated the Board that the FY 23/24 data has been processed and are looking to set a date for the external auditor to come to Plumas County. Munis modular does not give the information that is needed, so they have to create a workaround to obtain the information. She thanks her department for their hard work and efforts during this time. Martee says that her office is getting calls regarding the PCOE accounting processes.

Supervisor McGowan thanks her and the staff of the Auditor's office.

E. ASSESSOR'S OFFICE

Brief update and report

Cindie Froggatt (Assessor) updates the Board that her department is working on the Decline in Values, and the appeals.

F. Receive an update on the work of the Plumas Housing Council, presented by the Almanor Foundation.

The Board received an update on the work of the Plumas County Housing Council from Tyler Pew.

Supervisors McGowan and Hall comment

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.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Rick Foster comments

A. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in February of 2025, as submitted.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Restpadd-Redding, a psychiatric health facility providing therapeutic and rehabilitation services; effective July 1, 2025; not to exceed \$300,000.00 for fiscal year 2025/26 and 2026/27; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Restpadd-Red Bluff, a psychiatric health facility providing therapeutic and rehabilitation services to youth; effective July 1, 2025; not to exceed \$400,000.00 for fiscal year 2025/26 and 26/27; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Healthcare, an acute psychiatric hospital offering mental health treatment and stabilization services. Effective July 1, 2024; not to exceed \$150,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.
- 4) Requesting the Board to approve and authorize the Chair to sign 5 Service Agreements in the amount of \$10,000 each between the County and current Behavioral Health employees; #100828, #101042, #100567, #100926, #100960 for the MHSA Behavioral Health Employee Loan Assumption Program. The Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current approved MHSA Program and Expenditure Plan, 2023-2026, approved as to form by County Counsel.

C. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name to Ubeo West, LLC; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name to Ubeo West, LLC and amending that all lease invoices for this lease agreement will be generated by and payment shall be made to Canon Financial Services; no additional monies; approved as to form by County Counsel.

D. SOCIAL SERVICES

- 1) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Analyst; (No General Fund Impact) Funds to support this position come from state, federal and realignment dollars.

E. FACILITY SERVICES

- 1) Approve and authorize Facility Services to recruit and fill, funded and allocated, vacant one FTE Maintenance Worker I/II, due to notice of retirement; (General Fund Impact) as approved in FY24/25 recommended budget county promotional only.

F. SOLID WASTE

- 1) Approve and authorize Chair to sign an agreement between Plumas County and Vestra Resources, Inc., for reporting duties associated with Plumas County's Transfer Stations; effective March 4, 2025; not to exceed \$15,950; No General Fund Impact; approved as to form by County Counsel.

G. HUMAN RESOURCES DEPARTMENT

- 1) ****NOTE: This item was originally approved by the Board on February 18, 2025. The original Resolution (2025-9000) omitted the wage range for the approved job classification in the Public Works Department. The updated Resolution is attached to this item****

Adopt **RESOLUTION** amending Resolution 2025-9000 amending the Plumas County Assistant Engineer Job Classification in the Public Works Department, Base Wage \$31.94/hour; (No General Fund impact); road funds; approved as to form by County Counsel.

Motion: **NOTE: This item was originally approved by the Board on February 18, 2025. The original Resolution (2025-9000) omitted the wage range for the approved job classification in the Public Works Department. The updated Resolution is attached to this item**

Adopt **RESOLUTION No. 25-9003** amending Resolution 2025-9000 amending the Plumas County Assistant Engineer Job Classification in the Public Works Department, Base Wage \$31.94/hour; (No General Fund impact); road funds; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

- 1) Approve and authorize Chair to sign amendment No.1 to agreement between Walker Ranch Community Services District and Joseph Corron Electric, to amend the term of the agreement from March 21, 2023, through March 20, 2028; No General Fund Impact; Approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign amendment No.1 to agreement between Walker Ranch Community Services District and Joseph Corron Electric, to amend the term of the agreement from March 21, 2023, through March 20, 2028; No General Fund Impact; Approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Public Works Director Rob Thorman presents

C. ADJOURN AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

D. RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. PLANNING - Tracey Ferguson

- 1) Review the California Advisory Committee on Geographic Names (CACGN) approved replacement names for "Sq_ Carpet Lane" pertaining to Assembly Bill 2022; informational discussion and staff direction; bring back to the Board of Supervisors at the meeting of March 18, 2025, for discussion and possible action.

Motion: Staff direction to have the Planning Director attend the Mooretown Rancheria meeting to discuss. Review the California Advisory Committee on Geographic Names (CACGN) approved replacement names for "Sq_ Carpet Lane" pertaining to Assembly Bill 2022; informational discussion and staff direction; bring back to the Board of Supervisors at the meeting of March 18, 2025, for discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Planning Director Tracey Ferguson presents

Supervisor McGowan comments

Chair Goss comments

B. HUMAN RESOURCES DEPARTMENT - Joshua Mizrahi

- 1) Adopt **RESOLUTION** adding new classification wage ranges to the Plumas County Pay Schedule for Assistant Engineer (per Resolution 2025-XXXX) and Transportation Planner (per Resolution 2025-9002) in the Public Works Unit and approve Plumas County's revised Pay Schedule (No General Fund Impact) as approved in the FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 25-9004**](#) adding new classification wage ranges to the Plumas County Pay Schedule for Assistant Engineer (per Resolution 2025-XXXX) and Transportation Planner (per Resolution 2025-9002) in the Public Works Unit and approve Plumas County's revised Pay Schedule (No General Fund Impact) as approved in the FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Josh Mizrahi presents

C. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Approve and authorize Chair to sign and ratify Amendment No. 1 to the Agreement between Plumas County Behavioral Health and Kings View Professional Services to include Provider Directory Setup and Support Services; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign and ratify Amendment No. 1 to the Agreement between Plumas County Behavioral Health and Kings View Professional Services to include Provider Directory Setup and Support Services; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Che Shannon presents

- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Susanville Ford for the fixed asset purchase of Two Ford Escapes; total not to exceed \$66,037.09; (No General Fund Impact) Mental Health Services Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Susanville Ford for the fixed asset purchase of Two Ford Escapes; total not to exceed \$66,037.09; (No General Fund Impact) Mental Health Services Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Kristy Pierson presents

Supervisor McGowan comments

D. CODE ENFORCEMENT - Jennifer Langston

- 1) Approve the Supplemental Budget transfer request increasing account #48000 (Transfer-In) and account #521911 (Vehicle Abatement Professional Services) by \$15,000 in Department #20450 (Code Enforcement); approved by Auditor Controller; discussion and possible action. **Four/Fifths roll call vote**

*****This item was taken up at 10:30am at the request of the Chair*****

Motion: Approve the Supplemental Budget transfer request increasing account #48000 (Transfer-In) and account #521911 (Vehicle Abatement Professional Services) by \$15,000 in Department #20450 (Code Enforcement); approved by Auditor Controller; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Heidi Wightman presents

Supervisor McGowan comments on the cost.

Code Enforcement Chief Langston comments on the cost of removing these vehicles.

Supervisor Engel thanks the Code Enforcement Department, and the DA office.

Chair Goss comments on some abandoned vehicles in his neighborhood.

5. BOARD OF SUPERVISORS

A. ENGIE Project Update: Receive a brief project update; discussion item only.

Motion: Staff direction for Facilities Director to review the entire project list, and come back on March 18, 2025, for an update. Also, staff directed the County Counsel to overview ENGIE contract and to explore options and bring back recommendations on March 18, 2025. ENGIE Project Update: Receive a brief project update; discussion item only., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Supervisor Hall presents, along with Facilities Director Nick Collin

There were numerous public comments heard during this item.

The Board instructed County Counsel to research contract.

B. **CONTINUED DISCUSSION FROM FEBRUARY 11, 2025:** Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Assessor Cindie Froggatt speaks about the audit that was conducted in 2017, and will be audited again in the fall of 2025,

Supervisor Hall says this is a discussion from before, and that County Counsel has done some research as to if the County followed the law, which they did. She appreciates the Assessor being willing to give this information.

Treasurer Julie White

County Counsel states that his office is currently working with the Treasurer on a deferred payment method.

Rick Foster comments about 3 different categories regarding appeals.

Supervisor Engel asked Assessor Froggatt how long this was going to take. She explained to him the process.

Public comment regarding Prop 8

Janet Crane comments on the letter/emails that she has sent to Senator Megan Dahle about the

Code of California.

C. Treasury Oversight Committee; update on proposed recommendations for committee members; discussion and possible direction to staff

Treasurer-Tax Collector White is moving forward with the Treasury Oversight Committee. She is asking for applications from the public for this committee.

Chair Goss states there will be a process in moving this forward. Jane Braxton-Little asked how the process would go to acquire members for this committee.

Supervisor Hall states that there will be a Notice of Vacancy that will be on the agenda.

Supervisor McGowan asks that this Notice of Vacancy be put on the County's website.

Public comment regarding the newspaper and that each Supervisor start having town hall meetings.

D. Approve and authorize Chair to sign a Letter of Support to The Honorable Jesse Arrequin, California State Senate, District 07 in support of SB239 (Open Meetings: teleconferencing: subsidiary body), as introduced January 30, 2025; discussion and possible direction to staff.

Motion: Approve and authorize Chair to sign a Letter of Support to The Honorable Jesse Arrequin, California State Senate, District 07 in support of SB239 (Open Meetings: teleconferencing: subsidiary body), as introduced January 30, 2025; discussion and possible direction to staff., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Supervisor McGowan comments

E. Approve and authorize Chair to sign a Letter of Support to Honorable Lori Wilson regarding AB 418 (Property taxation: tax defaulted property), as introduced on February 5, 2025; discussion and possible direction to staff.

Motion: Approve and authorize Chair to sign a Letter of Support to Honorable Lori Wilson regarding AB 418 (Property taxation: tax defaulted property), as introduced on February 5, 2025; discussion and possible direction to staff., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

F. Approve and authorize Chair to sign a Letter of Support to the Honorable Maria Elena Durazo, regarding SB 346 (Local agencies, transient occupancy taxes: short-term rental facilitator), originally introduced on February 12, 2025; discussion and possible direction to staff.

Motion: Approve and authorize Chair to sign a Letter of Support to the Honorable Maria Elena Durazo, regarding SB 346 (Local agencies, transient occupancy taxes: short-term rental facilitator), originally introduced on February 12, 2025; discussion and possible direction to staff. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

G. APPOINTMENTS

- 1) Appoint Dayne Lewis to the Plumas County Planning Commission, for a 4-year term, representing District 4; effective March 4, 2025; discussion and possible action.

Motion: Appoint Dayne Lewis to the Plumas County Planning Commission, for a 4-year term, representing District 4; effective March 4, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall. **Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Vice Chair Hall presents

Dayne Lewis introduces himself and thanks the Board

- 2) **Notice of Vacancy:** This is to announce that a vacancy has occurred on the Greenhorn Creek Community Services District, due to resignation. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

The Chair read the Notice of Vacancy into the record.

*****CHAIR GOSS REQUESTS A SHORT 5-MINUTE BREAK*****

H. CORRESPONDENCE

Supervisor Goss received correspondence regarding wolves, and a presentation last month on the validity of the information that was presented.

Supervisor Hall received correspondence regarding some questions regarding ENGIE, Meadow Valley overgrowth, and the permitted burn on Boyle Ravine.

Supervisor Engel received correspondence regarding property tax assessments.

Supervisor McGowan received correspondence regarding complements Julie Laster in the Building Department on her assistance.

Supervisor Ceresola received correspondence regarding Fire Safe, working on the re-charge, the current wolf problems, and property taxes.

I. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Reported by Supervisor Hall regarding matters related to County Government and included meeting with Tracey Ferguson, Local Area Responses, and budget items, Dyer Mountain issues.

Reported by Supervisor McGowan regarding matters related to County Government and included attending NACo in Washington last week.

Reported by Supervisor Goss regarding matters related to County Government and included attending NORCAL EMS meeting, and the Dyer Mountain meeting

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 (M.S. DOE v County of Plumas, Case No. 2:24-CV-02640-DJC-CSK)

- C. Conference with real property negotiator, regarding: An approximate three-acre parcel being a portion of that certain twenty-one-acre parcel within Section 10, Township North, Range 9 East, MDM. described in Volume 41 of Deeds at page 422, Plumas County Records, Agency Negotiator Joshua Brechtel, Negotiating Parties: Curnow, Discussion of Terms of Payment
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Claim against the County Request for Leave to Present a Late Claim, filed by Cachet, Bernard, received February 24, 2025.
- F. Conference with Legal Counsel: Claim against the County filed by Bishop, Mark received February 24, 2025

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported the following reportable actions were taken during closed session.

- Item 6.A No Reportable Action**
- Item 6.B No Reportable Action**
- Item 6.C Direction to property negotiator**
- Item 6.D No Reportable Action**
- Item 6.E The Board denied the claim**
- Item 6.F The Board denied the claim**

7. ADJOURNMENT

Adjourned meeting to Tuesday, March 11, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MARCH 11, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Jim Graham led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to 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.

Janet C. commented on that Property Tax Assessment issues were not on the agenda today.

Linda M. commented ENGIE contracts.

Shannon L. commented on wanting to know about the CAO

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Rob Thorman (Public Works Director) updated the Board on Butterfly Valley Rd will be closed due to hazardous tree removal on March 20, 21, 24, and 25th, from 9am-12pm and 1pm-3pm.

Josh Mizrahi (Interim Human Resources Director) updates and thanks Feather River College for hosting the Job Fair.

Kevin Allred (Probation Chief) updates the Board on having a total of 6 Probation Officers in his office, first time since 2021.

Tracey Ferguson (Planning Director) updates the Board on an acceptance of a job offer for Assistant Planner in her office.

ACTION AGENDA

1. UPDATES AND REPORTS

A. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble read a handout to the Board <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18716>

Supervisor Hall comments

Tracey Ferguson comments

Clint Koble comments

Rick F. comments

B. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

Martee Nieman (Auditor-Controller), and Josh Mizrahi (Interim HR Director) update the Board on having issues with the Pentamation/Munis conversion. They will not be able to hit their intended deadline of April 1, 2025. It looks like they have to move that back to June 2025.

Supervisor McGowan comments

Supervisor Hall comments.

One Public Comment on Zoom

Sheriff Johns comments
Chair Goss comments
Rick F. comments

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.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. BOARD OF SUPERVISORS

- 1) Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on April 15, 2025
- 2) Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on April 15, 2025.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a skilled nursing facility with special treatment programs, neuro-behavioral programs and medical complex support; effective July 1, 2025; not to exceed \$165,000.00; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel.

C. SHERIFF'S OFFICE

- 1) Approve and authorize the Sheriff to sign amendment no. one to agreement between Plumas County Sheriff's Office and State of California Department of General Services/California Highway Patrol; effective September 1, 2024; not to exceed \$8,036.00/year total for the first year; (General Fund Impact) as approved in FY 24/25 recommended budget Sheriff's Office 70330 account 523804 (Radio Equip Rent/Lease); approved as to form by County Counsel.

- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Core Psychological Corporation, to administer pre-employment psychological testing to job applicants to the Sheriff's Office; effective March 1, 2025; not to exceed \$9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget 70330 / 521107 (SHERIFF / PRE-EMPLOYMENT COSTS); approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and RSH Inc., dba Curran Tire Center, to provide general automotive repairs and services on an as-needed basis; effective April 1, 2025; not to exceed \$20,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.
- 4) Approve and authorize Chair to sign amendment No.1 to agreement between Plumas County Sheriff's Office and Smith & Newell, to extend the term of the contract to the end of 2025; (No General Fund Impact); approved as to form by County Counsel.
- 5) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Alpine Fire Services, Inc., to provide service, maintenance, and sales of fire suppression equipment; effective March 8, 2025; not to exceed \$9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

D. SOLID WASTE

- 1) Approve and authorize Chair to sign Amendment No. 1 between Plumas County Public Works and Plumas Sanitation, Inc., to increase the total compensation to \$57,600; No General Fund Impact; Solid Waste Funds; approved as to form by County Counsel.

E. FACILTY SERVICES

- 1) Approve and authorize board chair to add additional vehicles to auction list

F. PLUMAS COUNTY OFFICE OF EDUCATION

- 1) Approve and authorize Chair to sign the Certification of Plumas Early Education & Child Care Council (Local Planning Council) annual membership appointment for 2025, and the updated LPC Council Bylaws.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS CSA #12 GOVERNING BOARD

- 1) Approve and authorize Chair to sign the Plumas Transit Systems transit operations contract, between Plumas Rural Services and CSA #12. This contract is for a three-year term (July 1, 2025, through June 30, 2028) with three optional one-year extensions; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign the Plumas Transit Systems transit operations contract, between Plumas Rural Services and CSA #12. This contract is for a three-year term (July 1, 2025, through June 30, 2028) with three optional one-year extensions; No General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Jim Graham presents
Chair Goss comments

C. ADJOURN AS CSA #12 GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. ENVIRONMENTAL HEALTH - Rob Robinette

- 1) Approve and authorize supplemental budget transfer of \$1,178.98 from 2055051 51000 "Regular Wages" to 2055051 51060 "Overtime" to cover unanticipated staff overtime and payout of compensatory time balance due to promotion; discussion and possible action; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer of \$1,178.98 from 2055051 51000 "Regular Wages" to 2055051 51060 "Overtime" to cover unanticipated staff overtime and payout of compensatory time balance due to promotion; discussion and possible action; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Rob Robinette (Environmental Health Director) presents

- 2) Approve and authorize Chair to sign a Letter of Support to the Honorable Heather Hadwick, California State Assembly, in support of AB993, "An act to amend Section 25404.8 of the Health and Safety Code, relating to hazardous materials", Rural Certified United Program Agency (CUPA) Reimbursement program, as introduced February 20, 2025; discussion and possible action.

Motion: Approve and authorize Chair to sign a Letter of Support to the Honorable Heather Hadwick, California State Assembly, in support of AB993, "An act to amend Section 25404.8 of the Health and Safety Code, relating to hazardous materials", Rural Certified United Program Agency (CUPA) Reimbursement program, as introduced February 20, 2025; discussion and possible action.

, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Rob Robinette (Environmental Health Director) presents

B. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Adopt **RESOLUTION** Authorizing Application for and Receipt of Permanent Local Housing Allocation Program Funds; (No General Fund Impact) approved as to form by County Counsel.

Roll call vote

Motion: Adopt **RESOLUTION No. 25-9005** Authorizing Application for and Receipt of Permanent Local Housing Allocation Program Funds; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sharon Sousa (Behavioral Health Director) presents

Tracey Ferguson (Planning Director) comments

C. PUBLIC WORKS/ROAD - Rob Thorman

- 1) Approve and Authorize the Chair and Public Works Director to sign attached Purchase Order and approve and authorize the Budget Transfer of \$107,000 from Professional Services (account 521900), to PW Industrial Equipment (account 540900), a fixed asset account within the Road Fund budget. Discussion and possible action. (**Four/Fifths roll call vote**)

Motion: Approve and Authorize the Chair and Public Works Director to sign attached Purchase Order and approve and authorize the Budget Transfer of \$107,000 from Professional Services (account 521900), to PW Industrial Equipment (account 540900), a fixed asset account within the Road Fund budget. Discussion and possible action. (**Four/Fifths roll call vote**)

, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Rob Thorman (Public Works Director) presents

D. PROBATION - Keevin Allred

- 1) Approve the updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2024-2025 as submitted and recommended; discussion and possible action.

Motion: Approve the updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2024-2025 as submitted and recommended; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Kevin Allred (Probation Chief) presents

Supervisor Hall comments

Supervisor McGowan comments

E. PLANNING - Tracey Ferguson

- 1) Receive and make available for public review and comment the updated 2025 Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map from the Office of the State Fire Marshall for the unincorporated areas of Plumas County within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley; informational item and possible staff direction.

Motion: Partner with Fire Wise, and have Town Hall meetings, and coordinate with Fire Safe Council Receive and make available for public review and comment the updated 2025 Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map from the Office of the State Fire Marshall for the unincorporated areas of Plumas County within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley; informational item and possible staff direction.,

Action: Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Tracey Ferguson (Planning Director) presents

Supervisor Hall comments

Chair Goss comments

Supervisor McGowan comments

Linda M. comments

Janet C. comments

Dana L. comments

Rick F. comments

Jane B.L. comments

- 2) Pursuant to Plumas County Code Section 2-4.503(a), confirm the re-appointment of Tracey Ferguson, Planning Director as the Zoning Administrator, effective April 1, 2025; discussion and possible action.

Motion: Pursuant to Plumas County Code Section 2-4.503(a), confirm the re-appointment of Tracey Ferguson, Planning Director as the Zoning Administrator, effective April 1, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Tracey Ferguson (Planning Director) presents

F. **HUMAN RESOURCES** - Joshua Mizrahi

- 1) Adopt **RESOLUTION** adopting a new, limited-term Plumas County Disaster Recovery Coordinator and base wage of \$35.00 an hour, amend the personnel allocations for County Administrative Office by adding 1.0 FTE Disaster Recovery Coordinator; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

*****THIS ITEM WAS MOVED TO MARCH 18, 2025 PER CHAIR DIRECTION*****

- 2) Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the County of Administrative Office, Budget Unit #20030; (No General Fund Impact); this position will be funded through the 26/27 Fiscal Year to end of June 30, 2027, with funding from the Dixie Fire Settlement with PG&E; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

*****THIS ITEM WAS MOVED TO MARCH 18, 2025 PER CHAIR DIRECTION*****

- 3) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Disaster Recovery Coordinator; (No General Fund Impact) position funded with PG&E settlement funds; upon exhaustion of the settlement funds, this position will be eliminated; discussion and possible action

*****THIS ITEM WAS MOVED TO MARCH 18, 2025 PER CHAIR DIRECTION*****

- 4) Adopt **RESOLUTION** adopting new Plumas County Bookmobile Library Assistant Job Classification in the Library Department - Base Wage \$17.53/Hour; (General Fund Impact) as approved in (FY24/25) recommended budget 2067052 (Library) 51000 (Wages); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 25-9006**](#) adopting new Plumas County Bookmobile Library Assistant Job Classification in the Library Department - Base Wage \$17.53/Hour; (General Fund Impact) as approved in (FY24/25) recommended budget 2067052 (Library) 51000 (Wages); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Josh Mizrahi (Interim HR Director) presents

Supervisor Hall comments

Chair Goss comments

- 5) Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the Plumas County Library, Budget Unit #20670; (General Fund Impact) as approved in (FY24/25) recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 25-9007**](#) to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the Plumas County Library, Budget Unit #20670; (General Fund Impact) as approved in (FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Josh Mizrahi (Interim HR Director) presents

Supervisor Hall comments

Jane B.L. comments

Dora Mitchell (County Librarian) comments

6) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one 0.5 FTE Bookmobile Library Assistant; (General Fund Impact) as approved in (FY24/25) recommended budget; discussion and possible action.

Motion: Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one 0.5 FTE Bookmobile Library Assistant; (General Fund Impact) as approved in (FY24/25) recommended budget; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

5. COUNTY ADMINISTRATIVE OFFICE

A. Approve and authorize supplemental budget of \$21,000 in CETF-CA Emerging Tech Fund 2003052-521136 to cover the California Emerging Technology Fund Grant Program "Best Practices Check List Project Learning Community" for costs in FY25; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget of \$21,000 in CETF-CA Emerging Tech Fund 2003052-521136 to cover the California Emerging Technology Fund Grant Program "Best Practices Check List Project Learning Community" for costs in FY25; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Zach Gately (Grants Manager) presents

Linda M. comments

6. BOARD OF SUPERVISORS

A. CORRESPONDENCE

Supervisor Goss received correspondence regarding NorCal EMS

Supervisor Hall received correspondence regarding the issues with the Chinese Cemetery and the outdoor theater, also regarding courthouse security.

Supervisor Engel received correspondence regarding the school district's money and lay-offs.

B. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Reported by Supervisor Hall regarding matters related to County Government and included meeting with Civitas, and her Town Hall meeting last week.

Reported by Supervisor Engel regarding matters related to County Government and included meeting with the Mercer Frazier about a special permit

Reported by Supervisor Ceresola regarding matters related to County Government and include meeting with California Fish & Wildlife regarding wolves, and with the AG Department

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Risk Manager: Quarterly Risk Control Program Status Report
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Julie White v Board of Supervisors CV24-00119
- C. 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
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (1 case)
- E. Conference with Legal Counsel: Claim against the County filed by Armstrong, Eric received February 28, 2025
- F. Conference with Legal Counsel: Claim against the County filed by Duerr, Caleb received March 3, 2025

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported the following reportable action taken during closed session.

- Item 7.A No Reportable Action**
- Item 7.B No Reportable Action**
- Item 7.C No Reportable Action**
- Item 7.D No Reportable Action**
- Item 7.E Claim was denied**
- Item 7.F Claim was denied**

8. ADJOURNMENT

Adjourned meeting to Tuesday, March 18, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MARCH 18, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mcZvZz09> 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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Jackie McLaughlin led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss stated that there was a typo (FY 26/27) should read (FY27/28) on the posted back-up material for item 2.B.2 (Resolution). The correct resolution is attached.

Chair Goss has requested that item 2.C.1 be pulled 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.

Dan Kearns offered a short prayer

Jackie McLaughlin presented a handout to the Board

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18726>

Rick Foster ask if other organizations are looking into air burners.

One public comment on Zoom spoke about vaccines

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Nick Collin (Facilities Director) updated the Board on the surplus vehicle auction.

Willow Vieira (AG Commissioner) updates the Board that this is National AG Week. March 19, 2024, is AG Day.

Dan Kearns asks Willow about the drug cartels and if they are tracking the harmful chemicals that they are using.

Tracey Ferguson presents a handout to the Board

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18727>

Nicole Reinert (PH Director) updates the Board on wages and staffing in her department.

ACTION AGENDA

- A. Receive a presentation on the 2021 Dixie Fire Implementation Strategy for the Recovery and Rebuilding of the Town of Greenville and Canyon Dam, by the American Planning Association California Chapter, Community Planning Assistance Team (CPAT) in association with Tracey Ferguson, Planning Director, Planning Department.

The Board received a presentation from Tracey Ferguson and the CPAT Team.

Dan Kearns comments

Clint Koble comments

Chair Goss comments

Supervisor McGowan comments

Public comment on Zoom

Supervisor Hall comments

- B. **TIME CERTAIN 1:00pm** Receive a presentation from High Sierra Music - 25 years of HSM Festival in 2025.

The Board received a presentation from High Sierra Music

1. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Frank's Garage for automotive repair, maintenance, and inspection; effective April 1, 2025; not to exceed \$15,000.00; as approved in recommended FY24/25 budget 2012052 (Facilities) 520902 (Vehicle Maintenance); approved as to form by County Counsel.
- 2) Approve and authorize Board Chair to sign 3-year lease agreement between County of Plumas and the Sierra Nevada Conservancy for office space at the Permit Center effective February 28, 2025. General Fund revenue; approved as to form by County Counsel.

B. CODE ENFORCEMENT

- 1) Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Adcock Family Heritage, LLC for the Vehicle Abatement Services Towing Contract; effective March 1, 2025, through February 28, 2026; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

C. AGRICULTURE WEIGHTS & MEASURES

- 1) Approve and authorize Agriculture Weights & Measures to recruit and fill, funded and allocated, vacant 1 Seasonal Agricultural Technician/Extra Help; (No General Fund Impact); Grants and Contracts.

D. PUBLIC WORKS/ROAD

- 1) Approve and Authorize the Public Works/Road Department to recruit and fill, funded and allocated, vacant One (1) FTE Equipment Maintenance Supervisor; County Promotional Only; No General Fund impact, paid for by Road Funds.

E. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and John Muir Health acute psychiatric services for children, youth, and adults; effective March 1, 2025; not to exceed \$100,000.00; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel.

- 2) Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and California Mental Health Service Authority Participation Agreement State Hospital Beds Program modifies the end date from June 30, 2025, to June 30, 2026; (No General Fund Impact) Federal and State; approved as to form by County Counsel; discussion and possible action.

F. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Mark Clementi, Ph.D., to administer pre-employment testing to job applicants to the Plumas County Sheriff's Office; effective May 1, 2025; not to exceed \$9,999.00; (General Fund Impact) as approved in recommended FY24/25 budget 70330 / 521107 (Sheriff / Pre-Employment Costs); approved as to form by County Counsel.

G. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign the following related Memorandums of Understanding between Plumas County Public Health Agency and Plumas County District Attorney's Office, Plumas County Probation Department, Plumas County Children and Families Commission, and Roundhouse Council, Inc.; the MOUs provide for a pass-through of federal Medicaid funds for Medi-Cal Administrative Activities undertaken by the organizations that result in increased health care coverage and utilization of health care services; effective (July 1, 2024); (No General Fund Impact) (MAA funds); approved as to form by County Counsel.

H. PLANNING

- 1) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Mintier Harnish, a limited partnership (LP), for a Services Agreement term extension through September 30, 2025; No General Fund Impact - HCD/County Standard Agreement 22-CDBG-PL-2004; approved as to form by County Counsel.

- 2) Approve and authorize Chair to sign amendment no. 3 to agreement between Plumas County and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) for a Funding Agreement term extension through March 31, 2025, for the Dragonfly Cafe Project; No General Fund Impact - HCD/County Standard Agreement 20-CDBG-CV2-3-00299; approved as to form by County Counsel.

2. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize fixed asset budget transfer from Sheriff Homeland Security budget 70345 fixed asset accounts 542200 (Communication Equipment) \$34,769.00 and 542203 (Repeater Equipment) \$30,000.00 to service and supply account 529500 (Computers) \$64,769.00; discussion and possible action; no General Fund impact (Homeland Security grant); **Four/Fifths roll call vote**

Motion: Approve and authorize fixed asset budget transfer from Sheriff Homeland Security budget 70345 fixed asset accounts 542200 (Communication Equipment) \$34,769.00 and 542203 (Repeater Equipment) \$30,000.00 to service and supply account 529500 (Computers) \$64,769.00; discussion and possible action; no General Fund impact (Homeland Security grant); **Four/Fifths roll call vote**,

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sheriff Johns presents

Supervisor McGowan comments

B. HUMAN RESOURCES - Joshua Mizrahi

- 1) Adopt **RESOLUTION** adopting new, limited-term Plumas County Disaster Recovery Coordinator and base wage of \$35.00 per hour; (PG&E Dixie Fire Settlement Fund Impact); approved as to form by County Counsel; discussion and possible action; **Roll call vote**

Motion: Adopt [**RESOLUTION No. 25-9008**](#) adopting new, limited-term Plumas County Disaster Recovery Coordinator and base wage of \$35.00 per hour; (PG&E Dixie Fire Settlement Fund Impact); approved as to form by County Counsel; discussion and possible action; **Roll call vote**,

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Tracey Ferguson presents

- 2) Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the County Administrative Office, Budget Unit #20030; (PG&E Dixie Fire Settlement Fund Impact); Disaster Recovery Coordinator will be funded through the 27/28 Fiscal Year to the end of June 30, 2028, with funding from the PG&E Dixie Fire Settlement (Fund 0055); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 25-9009**](#) to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the County Administrative Office, Budget Unit #20030; (PG&E Dixie Fire Settlement Fund Impact); Disaster Recovery Coordinator will be funded through the 27/28 Fiscal Year to the end of June 30, 2028, with funding from the PG&E Dixie Fire Settlement (Fund 0055); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Tracey Ferguson presents

- 3) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE limited -term, at-will, contracted Disaster Recovery Coordinator (PG&E Dixie Fire Settlement Fund Impact) position funded with PG&E Dixie Fire Settlement Funds; discussion and possible action

Motion: Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE limited -term, at-will, contracted Disaster Recovery Coordinator (PG&E Dixie Fire Settlement Fund Impact) position funded with PG&E Dixie Fire Settlement Funds; discussion and possible action, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Tracey Ferguson presents

Supervisor Hall comments

Supervisor McGowan comments

Dan Kearns comments

Rick Foster comments

Jane Braxton-Little comments

Clint Koble comments

Supervisor Engel comments

Chair Goss comments

C. TREASURER-TAX COLLECTOR - Julie White

- 1) Request approval of the Board of Supervisors to pay legal fees incurred by the Treasurer-Tax Collector in the amount of \$265,577.66 and authorize the Auditor's office to pay costs, after receipt and review of invoices, from available General Fund Contingency (2098052/528400); and return to the Board for budget transfers, if needed.

*****THIS ITEM WAS PULLED AT THE REQUEST OF THE CHAIR*****

D. CLERK OF THE BOARD - Allen Hiskey

- 1) Approve the Amended Minutes from December 17, 2024, as attached; errors were found and have been amended; discussion and possible action.

Motion: Approve the Amended Minutes from December 17, 2024, as attached; errors were found and have been amended; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.

Allen Hiskey Clerk of the Board presents

Supervisor Hall abstains

Rick Foster comments

E. COUNTY COUNSEL - Josh Brechtel

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC for conducting confidential investigations; effective March 1, 2025; not to exceed \$35,000.00; (No General Fund Impact) paid for by Social Services; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC for conducting confidential investigations; effective March 1, 2025; not to exceed \$35,000.00; (No General Fund Impact) paid for by Social Services; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Josh Brechtel Interim County Counsel presents

Dan Kearns comments

Jane Braxton-Little comments

3. BOARD OF SUPERVISORS

A. CONTINUED DISCUSSION FROM MARCH 4, 2025: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

The Board continued discussion regarding the ENGIE project.

Nick Collin Facilities Director presents

Supervisor Hall comments

Janet Crane comments

Julie White Treasurer-Tax Collector comments

Supervisor Engel comments

***** Continue discussion on April 1, 2025, under the direction of the Chair*****

B. CONTINUED DISCUSSION FROM MARCH 4, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

The Board continued discussion regarding the property tax increases.

Cindie Froggatt Assessor comments

Julie White Treasurer-Tax Collector comments

Martee Nieman Auditor-Controller comments

Janet Crane comments

Dan Kearns comments

Rick Foster comments

Supervisor Engel comments

*****Continue discussion on April 1, 2025 at the direction of the Chair*****

C. Approve and authorize Chair to sign a Letter of Invitation to Congressman Kevin Kiley to attend an in-person town hall meeting hosted by Plumas County; discussion and possible action.

Motion: Approve and authorize Chair to sign a Letter of Invitation to Congressman Kevin Kiley to attend an in-person town hall meeting hosted by Plumas County; discussion and possible action.,
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

D. Approve the updated 2025 Plumas County Acceptable Use Policy; discussion and possible action.

Motion: Approve the updated 2025 Plumas County Acceptable Use Policy; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

E. CORRESPONDENCE

Supervisor Hall received correspondence regarding the impact of Federal funding freezes.

Supervisor Engel received correspondence regarding property taxes.

Supervisor Ceresola received correspondence regarding Sierra Valley Ground Water

F. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Reported by Supervisor Hall regarding matters related to County Government and included attending a meeting with Debbie Hopkins regarding the Chinese Cemetery, Fire Safe Council, Budget Meetings

Reported by Supervisor McGowan regarding matters related to County Government and included attending the CSAC Regional Meeting in Chico

Reported by Supervisor Goss regarding matters related to County Government and including LAFCO Meeting, Roundhouse Rd burnt trees concerns, objection meeting regarding Forest Service

Reported by Supervisor Ceresola regarding matters related to County Government and included attending a meeting regarding the re-charge with the State Fish and Wildlife

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Appointment Government Code §54957: County Counsel

B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Julie White v Board of Supervisors CV24-00119

C. Conference with Legal Counsel: Significant Exposure to litigation pursuant to Subdivision (d)(2)(e)(2) of Government Code §54956.9 (1 case).

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported there was no reportable action taken during closed session.

5. ADJOURNMENT

Adjourned meeting to Tuesday, April 1, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: April 1, 2025

SUBJECT: Approve and authorize a supplemental budget transfer of \$52,000.00 from Health EMS Acct# 45142 to Transfer out Acct# 580000 to transfer fees collected; approved by Auditor/Controller. Four/Fifths roll call vote

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve the attached supplemental budget of \$52,000.00.

Background and Discussion:

The Public Health Agency manages unit 20621 for the transfer of funds from the Plumas Courts to the Health EMS and Sheriff's Department. In FY2425, the budget was left out of the annual budget. No funding is required as this is simply a transfer of fees collected to be transferred to the proper recipients.

Action:

Approve and authorize a supplemental budget transfer of \$52,000.00 from Health EMS Acct# 45142 to Transfer out Acct# 580000 to transfer fees collected; approved by Auditor/Controller.

Fiscal Impact:

(No General Fund Impact) (None)

Attachments:

1. Supplemental Budget Transfer Unit 20621

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Health Dept. No: 20621 Date 2/10/2025

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" 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 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

(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.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Budget not created this year for 20621

B) Budget not created for receiving or expending revenue

C) Payment needs to be made from FY 24/25 budget

D) _____

Approved by Department Signing Authority: DeLona Jones



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: Mark

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: April 1, 2025

SUBJECT: Update on the Board of Supervisors adoption of a replacement name, by resolution, for "Sq_ Carpet Lane" pertaining to Assembly Bill 2022 and the review and recommendation by the California Advisory Committee on Geographic Names (CACGN); discussion and possible staff direction to prepare resolution.

Recommendation:

Receive update and direct staff to prepare a resolution, with County Counsel review, for adoption by the Board of Supervisors.

Background and Discussion:

On October 15, 2024, following consultation and engagement with Native American Tribes and Tribal members and individuals, an item went before the Board of Supervisors to consider and recommend a replacement name to the California Advisory Committee on Geographic Names (CACGN) and California Natural Resources Agency (CNRA) for "Sq_ Carpet Lane" pursuant to Assembly Bill 2022 (AB 2022). During the public hearing before the Board of Supervisors on October 15, 2024, all recommendations received by Plumas County for a replacement name were presented to the Board and public, as follows:

1. Mooretown Rancheria of Maidu Indians held a Tribal Council meeting on October 1, 2024, and recommended Elderberry Lane or the Maidu name of Lokom Kodo (Lo - kom Ko - do) Lane.
2. Tribal members Harla Lee (Mooretown Rancheria Tribal Member) and Danny Manning (Enterprise Rancheria Tribal Member and Greenville Rancheria Cultural Specialist, Board Member of the Roundhouse Council, and Alternate Board Member on Maidu Summit Consortium for Roundhouse Council) met with Plumas County on September 10, 2024, and recommended the Tosidum Maidu name of the "sq_ carpet plant" that being Demtatoko (Dem - tah - to - ko) Lane.
3. Tribal member Liz Bolin emailed Plumas County on August 27, 2024, and recommended the plant's new accepted 'english' name(s) of either Pinemat or Mahala Mat and otherwise stated that the traditional Maidu placename for that area should be used.

After comments, on October 15, 2024, the Board of Supervisors took unanimous action, with a recommendation on the replacement name of "Demtatoko Lane."

On December 9, 2024, Plumas County was notified by email that CACGN had completed its review and approval of replacement names during its November 14, 2024 and December 6, 2024 meetings. The CACGN-approved Assembly Bill 2022 replacement names for ID #24-459 Sq. Carpet Lane, Plumas County, is as follows:

- Lokom Kodo Lane
- Demtatoko Lane
- Mahala Mat Lane

- Yatomato Lane

In the documentation from CACGN, it “strongly recommends that the County of Plumas adopt Lokom Kodo or Yatomato.

On March 4, 2025, Tracey Ferguson, Planning Director was before the Board of Supervisors to review “Lokom Kodo” and “Yatomato” as the California Advisory Committee on Geographic Names (CACGN) approved replacement names for “Sq_Carpet Lane.”

Director Ferguson communicated to the Board that she reached out to Harvey Merino, Maidu Summit Consortium Cultural Resources Coordinator, for more information on the Mountain Maidu language and translation and he stated that “Yatomato” would not be accurate or appropriate for the replacement name, as the road is not located within Genesee Valley. And “Lokom Kodo” (i.e., elderberry plant) does not meet all criteria for replacement names provided by CACGN. Needing clarification and more information to make a decision on the replacement name, on March 4, 2025, the Board made a motion directing the Planning Director to contact Mooretown Rancheria, Maidu Summit Consortium, and Greenville Rancheria to meet and discuss for further clarification on a recommended replacement name.

On March 6, 2024, Harvey Merino, Maidu Summit Consortium, contacted Director Ferguson to communicate that he reached out to Matthew Hatcher, Mooretown Rancheria, and provided information to Mr. Hatcher regarding the confusion of the road’s location by Mooretown Rancheria and that the road is not located within Genesee Valley.

On March 19, 2025, Director Ferguson, emailed Mr. Hatcher to communicate her understanding that Mr. Hatcher and Harvey Merino, Maidu Summit Consortium, spoke about the recommended replacement name for “Sq_Carpet Lane” and that Mooretown Rancheria does not take issue with “Demtatoko” being the name the County Board of Supervisors would adopt, rather than “Yatomato” or “Lokom Kodo” which are the names Mooretown recommended during the December 6, 2024, meeting with CACGN, and that a short letter, on Mooretown Rancheria letterhead, confirming Mooretown takes no issue with the Board moving forward in adopting “Demtatoko.”

On March 20, 2025, Director Ferguson received the letter from Mooretown Rancheria, stating:

“The Mooretown Rancheria of Maidu Indians of California would at this time defer to Mr. Harvey Marino and the Maidu Summit Consortium with the recommendation of the change of S--- Carpet Lane to “Demtatoko Bo” as recommended by them. The names recommended by Mooretown Rancheria during the December 6th meeting was mistakenly offered to this area. Mooretown Rancheria was actively consulting on another obscene name change in an area located within our immediate tribal territory near Forbestown California. Our representative on that matter had the two separate consultations confused. Mooretown would like the state to consider this and accept Mr. Moreno’s Mt. Maidu recommendation and adopt it. The Mooretown Rancheria of Maidu Indians of California thanks you for the opportunity to comment has no further comment on this matter.”

NEXT STEPS

The recommended replacement name is “Demtatoko Bo.” “Bo” is the Maidu name for “Trail.”

In speaking with the County GIS Coordinator, Becky Osborn, in addressing and road naming, “Bo” is not consistent or an approved type of road in the County’s system, 911 system, or US Postal Service, and therefore, “Trail” is recommended as the suffix, to be as close to an English translation of “Bo,” as follows: Demtatoko Trail

All responsible public agencies must submit a resolution or other official communication from the final public agency decision making person/body indicating that a CACGN-approved replacement name has been formally adopted.

Pending the Board’s direction, a resolution can now be prepared by the Planning Department, for County

Counsel review and Board of Supervisors consideration for adoption.

Additionally, to learn more about the implementation of Assembly Bill 2022, visit CACGN's website at <https://cacgn.ca.gov/>.

Action:

Receive update and direct staff to prepare a resolution, with County Counsel review, for adoption by the Board of Supervisors.

Fiscal Impact:

General Fund Impact - Planning Department FY24/25 - Planning Director regular wages (labor hours).

Attachments:

1. 3.20.25_MooretownRancheriaLetter_SQ_Renaming



Mooretown Rancheria
#1 Alverda Drive
Oroville, CA 95966
(530) 533-3625 Office
(530) 533-3680 Fax

March 20, 2025

Ms. Tracey Ferguson, AIP
Planning Director
Plumas County Planning & Building Services
Planning Department
555 Main Street
Quincy, CA 95971

Dear Ms. Ferguson:

The Mooretown Rancheria of Maidu Indians of California would at this time defer to Mr. Harvey Marino and the Maidu Summit Consortium with the recommendation of the change of S---- Carpet Lane to "Demitatoko Bo" as recommended by them. The names recommended by Mooretown Rancheria during the December 6th meeting was mistakenly offered to this area. Mooretown Rancheria was actively consulting on another obscene name change in an area located within our immediate tribal territory near Forbestown California. Our representative on that matter had the two separate consultations confused. Mooretown would like the state to consider this and accept Mr. Moreno's Mt. Maidu recommendation and adopt it.

The Mooretown Rancheria of Maidu Indians of California thanks you for the opportunity to comment has no further comment on this matter.

Sincerely,

Matthew Hatcher.

THPO/ Cultural Resources Director
Mooretown Rancheria

"Concow - Maidu"



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: April 1, 2025

SUBJECT: Debrief on the Plumas National Forest Community Protection – Central and West Slope Project March 14, 2025, Objection Meeting, with Tracey Ferguson, Planning Director, and Supervisor Kevin Goss (District 2), representing the Plumas County Board of Supervisors as an objector, discussing concerns and opportunities for clarification and resolution; informational.

Recommendation:

Debrief Plumas National Forest Community Protection – Central and West Slope Project March 14, 2025, Objection Meeting.

Background and Discussion:

On December 10, 2024, Tracey Ferguson, Planning Director, was before the Board of Supervisors for possible direction to prepare an objection letter discussing the Plumas National Forest Draft Decision Notice/Finding of No Significant Impact (DN/FONSI) Selecting Alternative 4 in the October 2024 Environmental Assessment (EA) for the Community Protection – Central and West Slope Project.

After receiving public comment and Board of Supervisors comment, the Board, made a motion, on December 12, 2024, directing an objection letter be drafted, prepared in association with and signed by Chair Goss, and submitted no later than the December 16, 2024, deadline and to bring back the letter and discuss the objection process and the objectors meeting, anticipated to occur in early 2025.

The Plumas County Board of Supervisors objection letter, dated December 16, 2024, is attached to this staff report for reference, and summarized below:

Critical Infrastructure, Recreation Trails, County Roads, and Emergency Egress/Ingress

It is essential that Plumas County be aware and involved, as appropriate, in the pre-design phase, to understand more specifically the critical infrastructure, recreation trails, forest service roads, County roads, private roads, and emergency ingress and egress evacuation routes included in the Project.

Herbicides

It is recognized by the County that herbicide use may be needed; however, Plumas County strongly recommends the Plumas National Forest first utilize all other means and methods (e.g., grazing of goats, sheep, and cattle) available to combat and eradicate noxious and invasive plant species in the proposed Project (Alternative 4) area and that chemical herbicides use only be applied as a last resort method. The targeted ground-based approach of any herbicides is required to be applied consistent with manufacturers' specifications and best management practices (BMPs) must be followed to protect water resources, humans, and non-target organisms, including pollinators. Buffers to watercourses and other sensitive environments, knowing proper wind speeds and temperature, and pollinizer protection, for example, are sound BMPs. Additionally, water quality testing and monitoring is strongly advised.

Communities of Greenville, Crescent Mills, Taylorsville, and the Indian Valley area

It is acknowledged by the County that these areas are included in the Plumas National Forest North Fork Forest Recovery Project area [and not in this project; the Community Protection – Central and West Slope Project].

Plumas County Coordinating Council (PCCC)

Engagement with Plumas County local government and its residents and stakeholders is critical to effective Project outcomes; therefore, when/if a Decision Notice is issued, scheduling agenda items before the PCCC is a necessity to implementing the Project (Alternative 4) with the County as a central stakeholder.

MEETING WITH OBJECTORS

On March 14, 2025, Plumas National Forest staff, in association with the United States Forest Service Region 9 staff, hosted a Meeting with Objectors for the Community Protection – Central and West Slope Project. The agenda is attached to this staff report for reference. Plumas County is listed as “Topic 3: Implementation” with a statement: “Recommends involvement and coordination with the county pre-implementation (when identifying critical infrastructure, etc.), use herbicides as last resort, and continue to engage with the Plumas County Coordinating Council.”

Supervisor Kevin Goss, District 2, and Tracey Ferguson, Planning Director, represented Plumas County. During the Meeting with Objectors, Plumas County was given an opportunity to provide an opening statement, discuss the County’s main concerns and issues with suggestions on how to resolve, and then provide a closing statement.

1. Under “Critical Infrastructure, Recreation Trails, County Roads, and Emergency Egress/Ingress” Director Ferguson stated, the draft EA does not go into any detail as to what critical infrastructure and which recreation trails and County and forest service road segments, including those for emergency ingress and egress evacuation routes, are included in the proposed Project (Alternative 4). The direct, indirect, and cumulative effects of the proposed Project (Alternative 4) activities on critical infrastructure, recreation trails, forest service roads, County roads, private roads, and emergency ingress and egress evacuation routes are of great interest to the Board of Supervisors and specifically when needing to find necessary funding sources and solutions for County road maintenance implementation to support the Project.

--Plumas National Forest staff response included explaining that the Road Division under the County Public Works Department was contacted to inquire about road segments and the Forest utilized the County’s Office of Emergency Services wildfire evacuation maps, available on the County’s website, to identify relevant emergency ingress and egress routes. Further, the Forest staff stated that the critical infrastructure is mainly describing communication tower sites.

--In response, Director Ferguson requested future County involvement in the pre-design phase, with communications, field visits, and/or meetings, when the Plumas National Forest is ready to implement activities on any particular part of the Project area, to provide further input and understand potential impacts to County roads, the communication tower sites, and emergency ingress and egress evacuation routes.

--Plumas National Forest staff agreed.

2. Under “Herbicides” Director Ferguson stated, the draft EA describes seven proposed herbicides, including aminopyralid, chlorsulfuron, clopyralid, fluazifop, glyphosate, imazapyr, and triclopyr to control native and invasive plant infestations within the Project area. The draft EA goes on to state the specific herbicide selected for application at a site would depend on the size and location of the infestation and/or target plant species to be treated, that application methods for the selected herbicides would include only ground-level application on foot or use of all-terrain vehicles or other similar vehicles with a boom-mounted sprayer, and that no aerial spraying would occur. Overall, 51,000 acres or nearly one-quarter of the proposed Project (Alternative 4) area would have herbicide

applications to combat invasive plant species, control competing vegetation for reforestation in burned areas, provide for maintenance of permanent fire lines, and to control shrubs in early seral stands. Director Ferguson reiterated Plumas County strongly recommends the Plumas National Forest first utilize all other means and methods, such as grazing goats, sheep, and cattle, to combat and eradicate noxious and invasive plant species in the proposed Project (Alternative 4) area and that chemical herbicides use only be applied as a last resort method.

--Plumas National Forest staff response included explaining that herbicide use would be under specific applications and used "judiciously" to combat mostly tanoak growth along roads as a maintenance tool and for usage under reforestation activities to counteract noxious vegetation and weed abatement. Forest Service staff described Alternative 4 does not currently include the grazing of animals as a method, although the Plumas has experience with prior use of grazing goats in some areas of the forest. Continuing, Forest Service staff explained that when using herbicides best management practices (BMPs) would be applied to protect water resources, humans, and non-target organisms, including pollinators, and all federal law is followed as described on the herbicide labels. Lastly, Forest Service staff stated that water quality testing will not be conducted.

--In response, Director Ferguson requested, again reiterated Plumas County strongly recommends utilizing the grazing of goats and that chemical herbicides use only be applied as a last resort method.

--Plumas National Forest staff agreed to "look into" including the grazing of animals, such as goats, as part of Project (Alternative 4).

3. Under "Plumas County Coordinating Council (PCCC)" Director Ferguson stated, the PCCC was established by the Plumas County Board of Supervisors on October 21, 2008 with the adoption of Resolution 08-7514 to coordinate the plans, policies, and priorities of Plumas County with those of federal and state agencies, particularly the United States Forest Service, and that the PCCC functions as an advisory body to the Board of Supervisors.

--Director Ferguson explained that engagement with Plumas County local government and the public and stakeholders is critical to effective Project outcomes; therefore, scheduling agenda items before the PCCC is a necessity to implementing the Project (Alternative 4).

--Plumas National Forest staff response included concurrence that PCCC meetings are a good tool for Plumas County and Plumas National Forest cooperation and collaboration, and agreed to proactively agendize items with the County in the future, including Community Protection – Central and West Slope Project implementation.

BACKGROUND

The Community Protection – Central and West Slope Project proposes to implement fuels reduction and other vegetation treatments that mitigate the risk to communities and critical infrastructure from wildfire and climate change on approximately 217,721 acres throughout the Plumas National Forest (portions of the Beckwourth, Feather River, and Mt. Hough Ranger districts).

The Project is concentrated within several community zones across the forest that have moderate-, high-, or very high-risk wildfire hazard potential in portions of Plumas, Yuba, Butte, and Sierra counties. The Plumas County Fire Safe Council has identified geographic areas containing communities at risk from wildfire. Within or near the Project area, these communities include Portola/Beckwourth, Mohawk Valley, Johnsville, Eureka Ridge Estates, Cromberg, Greenhorn, Spring Garden, Cutler, Massack, Quincy, Keddie, Meadow Valley, Bucks Lake, Faggs Ranch, South Fork, Little Grass Valley, Camel, Slate, and American House. The Project proposes to mitigate wildfire risk and promote forest resilience within the Wildland Urban Interface (WUI) surrounding those communities at highest risk from wildfire within and immediately adjacent to the Plumas National Forest and along critical transportation routes that facilitate emergency access and evacuation.

The Project proposes additional reforestation and herbicide treatments within the WUI in areas burned by the

2018 Camp Fire and 2020 North Complex to restore resilient forest conditions. The Project proposes mechanical, manual, prescribed fire, and herbicide treatments to maintain desired conditions and treatment efficacy across the project landscape and facilitate repeated cross-boundary wildfire risk mitigation activities necessary to achieve an all-lands approach to wildfire and fuels management. The Environmental Assessment describes the Project area containing overly dense stands that are conducive to large and severe wildfires. Based on current forest conditions and existing wildfire threats, a sequence of vegetation treatments should achieve the following standards within the treatment area:

- Reduce flame lengths from current conditions (i.e., exceeding 12 feet and up to 25 feet) to an average of 4 feet or less in treated areas under 98th percentile weather conditions.
- Reduce surface, ladder, and crown fuels to facilitate improved fire suppression efficiency, visual contact, structure defense, aerial retardant penetration to ground, and opportunities for contingency line construction and/or burnout operations.
- Reduce surface, ladder, and crown fuels so that less than 20 percent of the treated Project area would have crown fire potential under 98th percentile weather.

The Environmental Assessment describes access within the Project area to include approximately 931.3 miles of forest service roads. Road maintenance and/or improvement may occur on any forest service road segment where it is needed to implement Alternative 4; however, it is not known at present which forest service roads would require maintenance or improvements to implement the Project until on the ground condition surveys are done in the pre-design phase. County and private roads may also require maintenance to support the Project.

Alternative 4 includes a Project-specific plan amendment to the Plumas National Forest Plan. The existing Forest Plan specifies basal area and canopy cover requirements in mechanical thinning treatments in mature forest habitats outside of WUI Defense Zones. It also specifies a maximum tree diameter limit of 30 inches diameter at breast height (dbh) for mechanical conifer thinning treatments, with exceptions for safety and operational needs. The basal area, canopy cover, and tree diameter requirements limit the ability to meet forest resiliency objectives. The need to amend the Forest Plan is driven by the goals of the Project combined with a need to perform treatments beyond fuels reduction to address forest resiliency in the Project area. In addition, the current Forest Plan specifies that limited treatment is permissible in California spotted owl Protected Activity Centers (PACs) only when necessary to meet fuels objectives. However, the Forest Plan does not allow for treatments aimed at improving habitat resiliency, promoting fire-resilient conifers, or encouraging growth of large-diameter trees. The Conservation Strategy for the California Spotted Owl in the Sierra Nevada (CSO Strategy) recognizes the need to incorporate habitat restoration actions to maintain suitable habitat in the face of climate change and increasing high-severity wildfire risk. The proposed actions in Alternative 4 provide focused spotted owl habitat conservation in PACs, Territories and Wildlife Corridors in line with what is recommended in the CSO Strategy. This focused protection is combined with the more general conservation strategy of variable density thinning, which protects the largest trees in clumps and promotes the long-term development of a heterogenous forest structure.

Action:

Debrief Plumas National Forest Community Protection – Central and West Slope Project March 14, 2025, Objection Meeting; informational.

Fiscal Impact:

General Fund Impact - Planning Department FY24/25 - Planning Director regular wages (labor hours).

Attachments:

1. PNF_ProtectProject_ObjectionLetter_PLUMAS CO_12.16.24
2. Community Protect Mtg Agenda v.2 03142025

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1

KEVIN GOSS, DISTRICT 2

TOM McGOWAN, DISTRICT 3

GREG HAGWOOD, DISTRICT 4

JEFF ENGEL, DISTRICT 5



December 16, 2024

Officer Jennifer Eberlien, Regional Forester
United States Department of Agriculture (USDA)
Forest Service
Pacific Southwest Region 5 Office
1323 Club Drive
Vallejo, CA 9459

Submitted online at: <https://cara.fs2c.usda.gov/Public/CommentInput?Project=62873>

**RE: PLUMAS NATIONAL FOREST
DRAFT DECISION NOTICE/FINDING OF NO SIGNIFICANT IMPACT
COMMUNITY PROTECTION - CENTRAL AND WEST SLOPE PROJECT #62873
PLUMAS COUNTY ADMINISTRATIVE REVIEW (OBJECTION) OPPORTUNITY**

Dear Officer Eberlien:

The Plumas County Board of Supervisors understands that Rick Hopson, Acting Forest Supervisor of the Plumas National Forest, released a draft Decision Notice/Finding of No Significant Impact (DN/FONSI) selecting Alternative 4 of the October 2024 Environmental Assessment (EA) for the “Community Protection – Central and West Slope Project” located on approximately 217,721 acres within portions of Plumas, Yuba, Butte, and Sierra counties on Plumas National Forest public lands to implement a combination of fuels reduction and other vegetation treatments that have the objective of reducing the risk of wildfire and climate change to communities in the wildland urban interface (WUI), emergency ingress and egress evacuation routes, critical infrastructure, and natural resources on sections of the Beckwourth, Feather River, and Mt. Hough Ranger districts concentrated within several communities that have moderate-, high-, or very high-risk wildfire hazard potential including Portola/Beckwourth, Mohawk Valley, Johnsville, Eureka Ridge Estates, Cromberg, Greenhorn, Spring Garden, Cutler, Massack, Quincy, Keddie, Meadow Valley, Bucks Lake, Faggs Ranch, South Fork, Little Grass Valley, Camel, Slate, and American House. The draft EA describes proposed Alternative 4 treatment methods to include manual and mechanical vegetation removal, prescribed fire, herbicide application, and reforestation.

The Board of Supervisors further understands that, at this time, objections must be submitted within 45 days following the publication of the legal notice, or no later than December 16, 2024, and that objections will only be accepted from those who have previously submitted specific written comments regarding the proposed Project during scoping or other designated opportunity for public comment.

**PLUMAS NATIONAL FOREST - DRAFT DECISION NOTICE/FINDING OF NO SIGNIFICANT IMPACT
COMMUNITY PROTECTION - CENTRAL AND WEST SLOPE PROJECT #62873
PLUMAS COUNTY ADMINISTRATIVE REVIEW (OBJECTION) OPPORTUNITY**

PLUMAS COUNTY STANDING SCOPING COMMENT LETTER

On June 21, 2022, the Board of Supervisors sent the Plumas National Forest a scoping comment letter concerning the Notice of Proposed Action for the Community Protection – Central and West Slope Project with ten (10) comments, generally described as follows:

1. Consider forest health to include tree mortality.
2. Consider protecting critical infrastructure as defined and listed in the critical facilities inventory in the Plumas County Local Hazard Mitigation Plan (October 2020).
3. Consider the multiple benefits of fire and fuels management to include recreational trails for the community and issues pertaining to the development of permanent fire breaks should consider the management and eradication of noxious weeds and vegetation.
4. Consider disposal of organic material to support community economic resilience drivers such as forest products and wood utilization.
5. Consider including Greenville, Crescent Mills, Taylorsville, and the Indian Valley area as a defined Community Protection Zone.
6. Address seasonality and air quality when using prescribed fire.
7. Elaborate on the method to identify which Plumas National Forest Service and County roads are included in the Project.
8. Utilize Plumas County Office of Emergency Services (OES) and the Geographic Information Systems (GIS) Department to understand existing Plumas County evacuation routes, mapping, and signage and where gaps exist for improvements to the systems for road egress and ingress.
9. Conduct a consistency and compatibility analysis of the Forest Plan Amendment to the 2035 Plumas County General Plan Goals, Policies, and Implementation Measures.
10. Collaborate and consult with Plumas County as an interested party through the Plumas County Coordinating Council (PCCC).

ADMINISTRATIVE REVIEW (OBJECTION)

The Board of Supervisors' scoping comments with discussion of administrative review (objection), are as follows:

Critical Infrastructure (Comment #2), Recreation Trails (Comment #3), County Roads (Comment #7), and Emergency Egress/Ingress (Comment #8)

The draft EA does not go into any detail as to what critical infrastructure and which recreation trails and County and forest service road segments, including those for emergency ingress and egress evacuation routes, are included in the proposed Project (Alternative 4).

For example, statements on page 2-9 are made as to "...road maintenance and/or improvement may occur on any forest service road segment where it is needed to implement Alternative 4; however, it is not known at present which forest service roads would require maintenance or improvements to implement the Project until on the ground condition surveys are done in the pre-design phase. County and private roads may also require maintenance to support the Project."

**PLUMAS NATIONAL FOREST - DRAFT DECISION NOTICE/FINDING OF NO SIGNIFICANT IMPACT
COMMUNITY PROTECTION - CENTRAL AND WEST SLOPE PROJECT #62873
PLUMAS COUNTY ADMINISTRATIVE REVIEW (OBJECTION) OPPORTUNITY**

The direct, indirect, and cumulative effects of the proposed Project (Alternative 4) activities on critical infrastructure, recreation trails, forest service roads, County roads, private roads, and emergency ingress and egress evacuation routes are of great interest to the Board of Supervisors and specifically when needing to find necessary funding sources and solutions for County road maintenance implementation to support the Project.

It appears Plumas National Forest is taking a Condition-Based Management approach that supports flexibility between planning and implementation in natural resource management, allowing project locational specific information and surveys to be completed (especially for landscape-scale projects), at the time the Plumas National Forest is ready to implement the activities on any particular part of the Project area.

It is essential that Plumas County be aware and involved, as appropriate, in the pre-design phase, to understand more specifically the critical infrastructure, recreation trails, forest service roads, County roads, private roads, and emergency ingress and egress evacuation routes included in the Project.

Herbicides (Comment #3)

The draft EA on page 2-8 describes seven proposed herbicides, including aminopyralid, chlorsulfuron, clopyralid, fluazifop, glyphosate, imazapyr, and triclopyr registered by the California Department for Pesticide Regulation for use in California to control native and invasive plant infestations within the Project area. The draft EA goes on to state the specific herbicide selected for application at a site would depend on the size and location of the infestation and/or target plant species to be treated, that application methods for the selected herbicides would include only ground-level application on foot or use of all-terrain vehicles or other similar vehicles with a boom-mounted sprayer, and that no aerial spraying would occur. Overall, 51,000 acres or nearly one-quarter of the proposed Project (Alternative 4) area would have herbicide applications to combat invasive plant species, control competing vegetation for reforestation in burned areas, provide for maintenance of permanent fire lines, and to control shrubs in early seral stands.

It is recognized by the County that herbicide use may be needed; however, Plumas County strongly recommends the Plumas National Forest first utilize all other means and methods (e.g., grazing of goats, sheep, and cattle) available to combat and eradicate noxious and invasive plant species in the proposed Project (Alternative 4) area and that chemical herbicides use only be applied as a last resort method. The targeted ground-based approach of any herbicides is required to be applied consistent with manufacturers' specifications and best management practices (BMPs) must be followed to protect water resources, humans, and non-target organisms, including pollinators. Buffers to watercourses and other sensitive environments, knowing proper wind speeds and temperature, and pollinizer protection, for example, are sound BMPs. Additionally, water quality testing and monitoring is strongly advised.

Communities of Greenville, Crescent Mills, Taylorsville, and the Indian Valley area (Comment #5)

The draft EA did not take into consideration the County's scoping comment to include the areas of Greenville, Crescent Mills, Taylorsville, and Indian Valley in the Project area for the purpose of retaining and making permanent the fire control lines, at a minimum, that were established around these communities to defend against the 2021 devastating Dixie Fire.

It is acknowledged by the County that these areas are included in the Plumas National Forest North Fork Forest Recovery Project area.

**PLUMAS NATIONAL FOREST - DRAFT DECISION NOTICE/FINDING OF NO SIGNIFICANT IMPACT
COMMUNITY PROTECTION - CENTRAL AND WEST SLOPE PROJECT #62873
PLUMAS COUNTY ADMINISTRATIVE REVIEW (OBJECTION) OPPORTUNITY**

Plumas County Coordinating Council (Comment #10)

The PCCC was established by the Plumas County Board of Supervisors on October 21, 2008 with the adoption of Resolution 08-7514 to coordinate the plans, policies, and priorities of Plumas County with those of federal and state agencies, particularly the United States Forest Service. The PCCC functions as an advisory body to the Board of Supervisors. Resolution 08-7514 states, “A resolution adopting and implementing Coordinated Agency Status in accordance with federal and state laws, and notifying Federal and State agencies maintaining jurisdiction over lands and/or resources located within the County of Plumas of the intent and expectation that Federal and State agency actions shall be made consistent with all county land use plans, and other management plans affecting the natural environment, economic stability, or the public health and safety of the citizens of Plumas County, and to otherwise notify and confer with the County.”

Engagement with Plumas County local government and its residents and stakeholders is critical to effective Project outcomes; therefore, when/if a Decision Notice is issued, scheduling agenda items before the PCCC is a necessity to implementing the Project (Alternative 4) with the County as a central stakeholder.

IN CLOSING

The Board of Supervisors is highly aware that the Plumas National Forest has experienced multiple recent years of catastrophic wildfires and agrees there is a need to take action and protect Plumas County communities in the WUI, emergency ingress and egress evacuation routes, critical infrastructure, and natural resources from future wildfires, and supports the Plumas National Forest in making “Community Protection – Central and West Slope Project” a scope of work priority.

Plumas County appreciates the opportunity to provide an Administrative Review (Objection) discussion to continue to stay engaged through a collaborative planning and environmental analysis process.

The “Community Protection – Central and West Slope Project” is an important effort, which executed properly, will have a positive impact on Plumas National Forest public lands, associated watersheds, and wildlife health and lead to greater community safety and infrastructure resilience.

Sincerely,



Greg Hagwood, Chair
Plumas County Board of Supervisors
530-283-6170
520 Main Street, Room 309
Quincy, CA 95971

**PLUMAS NATIONAL FOREST - DRAFT DECISION NOTICE/FINDING OF NO SIGNIFICANT IMPACT
COMMUNITY PROTECTION - CENTRAL AND WEST SLOPE PROJECT #62873
PLUMAS COUNTY ADMINISTRATIVE REVIEW (OBJECTION) OPPORTUNITY**

Cc: Kevin Kiley, Congressional District 1
Megan Dahle, Senate District 1
Heather Hadwick, Assembly District 1
Rick Hopson, Plumas National Forest, Acting Forest Supervisor
Ryan Bauer, Plumas National Forest, Fuels and Prescribed Fire Program Manager
Board of Supervisors, Plumas
Allen Hiskey, Clerk of the Board of Supervisors
Debra Lucero, County Administrative Officer
Sheriff Todd Johns
Josh Brechtel, Interim County Counsel
Tracey Ferguson, Director of Planning
Rob Thorman, Director of Public Works
Willo Vieira, Agricultural Commissioner/Sealer of Weights and Measures

Community Protection – Central and West Slope

Plumas National Forest

Meeting with Objectors

Agenda

March 14, 1:00 – 2:30 pm

1:00-1:15 – Welcome and Introductions

- Kick off (Jennifer Marsolais, Administrative Review Coordinator)
- Introductions and Welcome by Reviewing Officer, Deputy Regional Forester, Chris Feutrier; Deputy Forest Supervisor, Caitlin Ostomel; and Rick Hopson who issued the draft decision.

Introductions (Lead Objector/Lead Representative)

Please share: Your name, who you represent, your interest/involvement in the project.

- Ron Logan, Friends of Plumas Wilderness
- Chad Hanson, John Muir Project
- Josh Hart, Feather River Action!
- John Preschutti, Plumas Forest Project
- Maya Khosla
- Plumas County, Tracey Ferguson
- Ann Anderson, Sierra Pacific Industries
- Jake Blaufuss, American Forest Resource Council
- Connor Swift, Pacific Crest Trail Association

1:15 – 2:00: Discussion: Objector's issues, focusing on main concerns and emphasizing opportunities for resolution

Objective is to better understand your main concerns, suggested remedies, and how your suggested remedies would resolve your concerns.

- To start, each objector will have ~3 to 4 minutes to summarize their main concerns, explain why their suggested remedy would resolve the issue, and share any other ideas for resolution.
- The remaining time will be provided for discussion, including the agency providing clarification or asking questions, and other participants to share their perspective and offer ideas.

Topic 1: Eligible Scenic River Zones (Ron Logan, Friends of Plumas Wilderness) (~10 minutes)

- Concerned that improving access to allow for mechanical treatment of designated and eligible Scenic River Zones could increase motorized access to these primitive and undeveloped reaches of the river. Recommends using only manual treatments removing trees up to 10" dbh and follow up pile burning and prescribed fire in the 2,289 acres of eligible and 1,584 acres of designated Scenic River Zones. If manual treatments cannot achieve desired reductions in fuel loading, we are open to using mechanical treatments to remove trees up to 20" dbh but are adamant that public motorized access be restricted and enforced.

Topic 2: Mechanical Thinning – Effectiveness of Treatments, Public Safety, Impacts to California spotted owl (Chad Hanson, John Muir Project; Josh Hart, Feather River Action!; John Preschutti, Plumas Forest Project; Maya Khosla) (~20 minutes)

- The objections covered a range of topics including potential for significant impacts (e.g., public safety), scientific evidence shows mechanical thinning makes wildfires spread faster and increases fire severity and impacts to California spotted owl. Recommends modifying the proposed decision to focus on defensible space pruning immediately adjacent to homes and key evacuation routes, while allowing prescribed fire and managed wildfire in the remainder of the project area instead of mechanical thinning.

Topic 3: Implementation (Plumas County) (~10 minutes)

- Recommends involvement and coordination with the county pre-implementation (when identifying critical infrastructure, etc.), use herbicides as last resort, and continue to engage with the Plumas County Coordinating Council.

2:00 – 2:30: Meeting Round Up/Closing Remarks

- Opportunity to hear from participants who generally support and would object to changes to the project, as well as final thoughts from objectors. Each lead representative will have 2 to 3 minutes to share their thoughts and closing remarks.
 - Ann Anderson, Sierra Pacific Industries
 - Jake Blaufuss, American Forest Resource Council
 - Connor Swift, Pacific Crest Trail Association
 - Ron Logan, Friends of Plumas Wilderness
 - Chad Hanson, John Muir Project
 - Josh Hart, Feather River Action!
 - John Preschutti, Plumas Forest Project
 - Maya Khosla
 - Plumas County, Tracey Ferguson
- Agency closing remarks and next steps.

Microsoft Teams [Need help?](#)

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Meeting ID: 288 899 821 551

Passcode: mV2Ap6Mm

Dial in by phone

+1 323-886-7051, passcode: 996614641#



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: April 1, 2025

SUBJECT: Review and accept the 2024 General Plan Annual Progress Report and direct Planning staff to submit the Report to the Governor's Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD) by April 1, 2025; discussion and possible action.

Recommendation:

Review and accept the 2024 General Plan Annual Progress Report and direct Planning staff to submit the Report to the Governor's Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD) by April 1, 2025.

Background and Discussion:

Government Code Section 65400 mandates that certain cities and all 58 counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR) and Housing and Community Development (HCD) by April 1 of each year.

The Annual Progress Report provides local legislative bodies with information regarding the implementation of the General Plan for their city or county. Annual Progress Reports must be presented to the local legislative body for its review and acceptance.

Once the Board of Supervisors has accepted the Annual Progress Report, a copy must be submitted to OPR and HCD. Providing a copy of the Annual Progress Report to HCD fulfills statutory requirements to report certain housing information, including the local agency's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing (Government Codes Section 65584.3(c) and 65584.5(b)(5)).

Planning staff prepared a 2024 Draft General Plan Annual Progress Report and presented the Draft Report to the Planning Commission on March 20, 2025, for review and comment. The Planning Commission recommended that two additional projects be included in the 2024 Significant Plans and Projects, including: 1) Seneca Healthcare District Hospital Replacement and 2) Plumas District hospital Skilled Nursing Facility and recommended the 2024 General Plan Annual Progress Report be amended and forwarded to the Board of Supervisors for review and acceptance.

2024 Permits and Applications Highlights:

-Plumas County Planning and Building Services processed 1,464 permits in 2024, including well and septic permits, building permits, no fee permits (e.g., water heaters, 200 square feet or less non-habitable sheds or agricultural buildings), and miscellaneous permits (e.g., re-roof, electrical, plumbing, and HVAC), which comparably, is a 319-permit increase year over year from the 2023 total of 1,145 and a 128-permit increase year-over-year from the 2022 total of 1,336.

-Between January 1, 2024, and December 31, 2024, Plumas County had sixty-six (66) housing units completed based on final inspections, certificates of occupancy, completion certificates, or utility releases. Of the 66, forty-five (45) were newly constructed single-family detached units, twelve (12) were newly constructed mobile home units, two (2) was converted single-family detached units, five (5) were newly constructed

detached accessory dwelling units (ADUs), one (1) was a converted detached ADU (i.e., “gained” housing stock), and one (1) was a newly constructed attached ADU. No (0) multi-family housing units were completed. By comparison based on final inspections, certificates of occupancy, completion certificates, or utility releases, in 2023 Plumas County had sixty-four (64) housing units completed; 2022 Plumas County had fifty (50) housing units completed; in 2021 Plumas County had thirty-nine (39) housing units completed; and in 2020 there were thirty (30). Including 2024, the past five-year average of annual housing units completed is roughly forty-nine (49).

-In 2024, three (3) single-family detached units were lost to demolition, fire, or natural disaster. Of those 3, two (2) were single family detached dwelling units and one (1) was a mobile home unit. No multi-family units were lost. Of those 3 lost, none (0) were lost due to wildfire. In contrast, in 2023, five (5) single-family detached units were lost to demolition, fire, or natural disaster; in 2022, two (2) single-family detached units were lost to demolition, fire, or natural disaster; and in 2021, six hundred sixty-seven (667) housing units were lost, primarily due to the wildfires known as the Dixie Fire and Beckwourth Complex Fire.

-The total building permits issued in 2024 for unincorporated Plumas County was sixty-five (65), which equates to the following affordability by household income level: Extremely Low (0), Very-Low Income (3), Low Income (20), Moderate Income (13), and Above-Moderate Income (29). Overall, at the end of the planning period, or August 31, 2024, Plumas County exceeded its 6th cycle RHNA, with the exception of extremely low income.

-The breakdown in ministerial applications processed at County staff level by Planning in 2024 were as follows: Lot Line Adjustments (6), Owner Initiated Mergers (11), Sign Permits (3), and Administrative Use Permits (3).

-Plumas County had, in total, twenty (20) mining sites to manage pursuant to the Surface Mining and Reclamation Act (SMARA). Plumas County Planning staff, with the assistance of Land Logistics, County consultant, performed eighteen (18) annual mining inspections, and of those 18, two (2) mining sites were closed out and reclamation was confirmed by December 31, 2024, with the State Department of Conservation, Division of Mine Reclamation. It should be noted that two (2) of the 20 mining sites were inaccessible during 2024 and therefore were not inspected.

-The breakdown in discretionary applications processed at County staff level by Planning in 2024 were as follows: Certificate of Compliance (1), Tentative Parcel Map (2), Permit to Mine and Reclamation Plan Time Extension (1), Modification of Recorded Map by Certificate of Correction (1), Special Use Permits (7), Variance (1), and Zoning Code Amendment (1).

-2024 Significant Plans and Projects included: Seneca Healthcare District Hospital Replacement, Plumas District Hospital Skilled Nursing Facility, Greenville Rancheria Medical Campus, North Star Navigation Center, and 2021 Plumas County Wildfires Long-Term Recovery Plan.

Action:

Review and accept the 2024 General Plan Annual Progress Report and direct Planning staff to submit the Report to the Governor's Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD) by April 1, 2025.

Fiscal Impact:

General Fund - regular wages (staff time) under FY24/25 Planning Department budget

Attachments:

1. PlumasCounty_2035GP_2024 AnnualReport_4.1.25

General Plan Annual Progress Report

2024

County of Plumas



Prepared by
Tracey Ferguson, AICP, Planning Director,
Marco Velazquez, Associate Planner, and
Tim Evans, Senior Planner – Extra Help

Plumas County Planning & Building Services
Planning Department

APRIL 1, 2025

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Appendices

APPENDIX A: CALIFORNIA GOVERNMENT CODE SECTION 65400

APPENDIX B: 2024 HOUSING UNIT CHANGE FORM, CALIFORNIA DEPARTMENT OF FINANCE

APPENDIX C: ANNUAL HOUSING ELEMENT PROGRESS REPORT, CALIFORNIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

I. Introduction

The 2024 General Plan Annual Progress Report has been prepared pursuant to the requirements of California Government Code Sec. 65400 *et seq.* (Appendix A). Guidance for preparation of the Report is provided by the Governor's Office of Planning and Research (OPR). Additionally, the Plumas County 2035 General Plan Introduction contains language addressing the requirements for an annual report, as follows:

"The annual report required by Government Code Sec. 65400 shall be prepared by staff and submitted to the Planning Commission and Board of Supervisors for consideration. In addition to the minimum statutory requirements, each annual report submitted to the Planning Commission and Board of Supervisors shall be accompanied by information reflecting the County's growth rate, based upon the number of building permits issued for the preceding year. Based upon this information, the Board of Supervisors should consider whether the projected growth rates identified in the Environmental Impact Report for this General Plan have been met or exceeded, and should take whatever action the Board deems appropriate, consistent with this General Plan, to ensure that growth occurs as contemplated in the General Plan. The annual report should be a public process open to everyone. All groups and agencies should be encouraged to participate, as should individual property owners and residents. Provisions shall be construed to reflect the County's desire to accommodate a reasonable amount of growth, consistent with the other goals, policies and implementation measures of this General Plan."

The purpose of the Annual Progress Report is to document the status of the General Plan and the County's progress in its implementation.

The 2024 General Plan Annual Progress Report was provided to the County Planning Commission on March 20, 2025, for review. Commissioners discussed the Report, and no amendments were recommended to the County Board of Supervisors.

The County Board of Supervisors reviewed the Report on April 1, 2025. The Board acted at the meeting and <INSERT> the Report and directed Planning Department staff to submit the Report to OPR and the Department of Housing and Community Development (HCD) no later than the April 1st deadline.

Background

Plumas County adopted a comprehensive 2035 update to the 1984 General Plan on December 17, 2013. Three optional elements were added to the 2035 Plan, including an Economics Element, an Agriculture and Forestry Element, and a Water Resources Element.

On January 14, 2014, High Sierra Rural Alliance (HSRA) filed a lawsuit on the General Plan update Environmental Impact Report 85, and the California Court of Appeal, 3rd Appellate District, ruled in the County's favor on all counts on October 19, 2018.

Thereafter, the County worked to implement the 2035 General Plan.

Informational Document

The General Plan Annual Progress Report is a reporting document and does not create or alter policy. The content is provided for informational purposes only and is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines Sec. 15306 (Class 6 – Information Collection).

Organization

After this Introduction (Chapter I), a summary of each of the County's General Plan elements is described in Chapter II.

Then a listing of 2024 permits, applications, and significant plans and projects is provided in Chapter III. Following these sections, the 2024 general plan amendments and zoning amendments are recapped in Chapter IV.

Lastly, the Conclusion (Chapter V) describes the continued objective of County departments to perform project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures; the Planning Commission's element-by-element review of the 2035 General Plan to document implementation and discuss potential future amendments to goals, policies, programs, and implementation measures; and County staff priorities for code amendment activities anticipated in 2025.

II. General Plan Elements

The General Plan details the County's guiding principles for a variety of planning topics and is the constitution for future development. California Government Code Sec. 65300 *et seq.* provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic Government Code requirements must be included, and an agency may adopt any type of optional element at its discretion. Only the housing element must be certified by another agency (i.e., HCD), although the State Geologist and CAL FIRE provide some oversight of other general plan element aspects.

The Plumas County 2035 General Plan consists of the following nine (9) elements:

1. Land Use
2. Housing
3. Noise
4. Circulation
5. Economics
6. Public Health and Safety
7. Conservation and Open Space
8. Agriculture and Forestry
9. Water Resources

Land Use Element

The broadest section of the General Plan is the Land Use Element. The Land Use Element designates the type, intensity, and general distribution of uses of land for housing, business, industry, open space, education, public buildings and grounds, waste disposal facilities, and other categories of public and private uses. It is the guide to the physical form of the County. The Land Use Element also guides coordination and planning with other jurisdictions, such as the City of Portola, the United States Forest Service and the branches of the United States Military to avoid incompatible uses.

The Land Use Element requires future residential, commercial and industrial development to be located adjacent to or within existing Planning Areas (e.g., Almanor, Indian Valley, American Valley, Meadow Valley/Canyon, Mohawk, La Porte, and Sierra Valley) in order to maintain Plumas County's rural character with compact and walkable communities, where areas are identified in more detail on Plumas County's General Plan Land Use Maps as Towns, Communities, Rural Areas or Master Planned Communities. Future development may also be approved within areas for which Community Plans or Specific Plans have been prepared.

Small, isolated housing tracts in outlying areas shall be discouraged as they disrupt surrounding rural and productive agricultural lands, forests, and ranches and are difficult and costly to provide with services.

The Land Use Maps are supported by land use descriptions, permissible densities, maximum lot coverage, and height requirements for each County land use designation.

Housing Element

The Housing Element is a comprehensive assessment of current and projected housing needs for all economic segments of the County and provides clear policy direction for decision making pertaining to zoning, subdivision approval, housing allocations, and capital improvements. The purpose of the Housing Element is to identify housing solutions that address local housing problems and to meet or exceed the County's unincorporated area Regional Housing Needs Allocation (RHNA). The County recognizes that the provision of adequate housing is best met through a collaboration of various resources including County departments, outside state and federal agencies, and Plumas County housing and special needs stakeholders. The Element establishes a housing goal, policies, and action orientated programs the County and its housing partners will implement to facilitate actions that address the County's identified housing issues.

The Housing Element includes a residentially zoned vacant sites inventory and sections on the public participation process, an evaluation of implementation of the previous housing element programs, the community profile, housing resources and opportunities, a summary of constraints on the development of housing, and a discussion of residential energy conservation. The majority of sites included in the inventory are located within existing areas where infrastructure is in place (e.g., the availability of water and sewer, roadways, drainage) and most geographic or environmental constraints, such as topography, the presence of wetlands, or soils issues, are minimal: areas such as Graeagle, Greenville, Chester and Lake Almanor, Delleker and Portola (unincorporated), and Quincy.

Mandated by the State of California, housing elements are required to be updated on a more frequent cycle than the other elements of a general plan. Plumas County is categorized by HCD as “Other Region” because it is a non-Council of Government (COG) jurisdiction where HCD acts as the COG for the purposes of determining the RHNA. With that, the housing element cycle for Plumas County is 5 years and must be reviewed by HCD for certification.

The County adopted its 6th cycle 2019-2024 Housing Element on October 15, 2019, and HCD certified the Element on December 5, 2019.

Unincorporated Plumas County received the Final 2024-2029 RHNA Determination and Plan from HCD for the 7th cycle (June 30, 2024, through June 30, 2029) on June 2, 2023, for a total of 154 units, as follows:

- 38 Very-Low Income Units, including Extremely Low-Income Units
- 24 Low Income Units
- 29 Moderate Income Units
- 63 Above-Moderate Income Units

In 2024, the County Planning Department began updating the Housing Element pursuant to the 7th cycle requirements. The 7th cycle update was due June 30, 2024. As of December 31, 2024, the County has not submitted the draft Housing Element to HCD and is therefore out of compliance with State Housing Element Law.

The County anticipates circulating the Assembly Bill 215 30-day public comment review draft in 2025 and thereafter considering and incorporating public comments before submittal to HCD for the 90-day review and comment. The Planning Department will be working with HCD throughout 2025, and under Board of Supervisors direction, the County expects to adopt the 7th cycle 2024-2029 Housing Element update in fall 2025, to then obtain a compliance letter from HCD stating the adopted Element meets 7th cycle State Housing Element Law requirements.

Noise Element

The Noise Element of the general plan provides a basis for comprehensive local programs to control and abate environmental noise and to protect citizens from excessive exposure. The dominant sources of noise in Plumas County are mobile, related to automobile and truck traffic, aircraft, and train transportation. Stationary sources in the County include lumber mills and aggregate mining and processing facilities. To a smaller extent, construction sites are also considered a stationary source of short-term, or temporary, noise in the County.

The County’s Noise Element addresses community noise problems, in accordance with Government Code Sec. 65302(f). Policies and implementation measures developed in the General Plan include protection of noise-sensitive land uses, consideration of noise impacted areas, and noise associated with the County’s airports.

Circulation Element

The Circulation Element is correlated with the Land Use Element and identifies the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, and other local public utilities and facilities. The Circulation Element provides a plan to guide the County’s efforts relating to the movement of people, goods, energy, and other commodities. Topics of discussion include roads and highways, public transit, non-motorized transit including bicycles and pedestrians, rail, air, and movement of goods.

The Circulation Element establishes specific implementation measures to ensure that the transportation systems in Plumas County adequately address the transportation issues and planned growth for the County. Transportation policies included are intended to contribute to the achievement of the planned land use pattern and to ensure that applicable standards can be achieved.

Economics Element

The Economics Element, which is an optional General Plan element, provides a set of long-range goals and policy guidelines for economic development in the County. The Economics Element aims to establish the County's commitment to economic vitality; to articulate the types of economic activity that the County seeks to retain, expand and attract to the County; and to outline steps that the County should take to protect and enhance local assets that are critical to the health of the local economy. Topics of discussion include policies that support economic development programs, construction of infrastructure, communication and energy facilities, agriculture, forest industries, recreation, and tourism.

Public Health and Safety Element

The primary purpose of the Public Health and Safety Element is to establish goals and policies to protect the County from risks associated with seismic, geologic, flood, dam inundation, and wildfire hazards in addition to hazardous wastes and airport hazards to reduce the risk of death, injury, property damage, and the economic and social dislocation related to those hazards. This Element also includes policies that address emergency operations and the goal of sustaining healthy communities.

Conservation and Open Space Element

As is allowed under State law, the County has combined two of the mandatory Conservation and Open Space elements into one element that provides guidance for the conservation, development, and use of natural resources, including water, forests, soils, rivers, and mineral deposits. The Conservation and Open Space Element details policies and implementation measures for the long-range preservation and conservation of open space, including lands for the preservation of natural resources, the managed production of resources, outdoor recreation, and public health and safety.

Specifically included in this section are policies pertaining to biological resources, mineral and soil resources, cultural and historic resources, scenic resources, parks and recreation, trails and bikeways, air quality, climate change, energy conservation and open space resources in general.

Agriculture and Forestry Element

Due to the importance of agricultural and forestlands in Plumas County, an Agriculture and Forestry Element is included as an optional element of the 2035 General Plan. The topics of discussion within the policies include productive use of resource lands, conversion of agriculture and forest lands, promotion of healthy competitive farm, ranch and forestry economies and sustainable food systems, water quality and quantity for agriculture, education and awareness of the importance of agriculture and forestry, support of infrastructure creation, and management of greenhouse gas (GHG) emissions.

Water Resources Element

Given the importance of water resources in Plumas County to County residents and the various water users throughout the State of California, the 2035 County General Plan includes an optional Water Resources Element as a means of ensuring that Plumas County's water resources are protected and sustained for the future. The topics discussed in the Water Resources Element include groundwater management, water quality, watershed management and water exports, climate change adaptation, public water supplies, wastewater management, and flood and stormwater management. This Element also includes policies that address water use efficiency and conservation and the goals of interagency coordination and public education.

Plumas County contains a number of rivers, lakes, and reservoirs, which provide important habitat, recreation, water supply and economic functions for County residents and nonresidents alike. Plumas County also contains fourteen groundwater basins, which are primarily located in the valleys on the east side of the Sierra Crest. The Upper Feather River watershed covers a majority of the County (98%), which is about 72% of the watershed. The tributaries of the Upper Feather River watershed drain over 2 million acres of land in the Sierra Nevada, flowing southwest into Lake Oroville in neighboring Butte County. The Upper Feather River watershed is divided into four main branches with respective watersheds—the West Branch, the North Fork, the Middle Fork and the South Fork of the Feather River—and serves as an important supply of surface water resources. Water has been an export from Plumas County since the State Water Project (SWP) located its main storage facility, fed by the Feather River, at Lake Oroville. The Upper Feather River watershed supplies water for downstream urban, industrial, and agricultural use as part of the SWP.

III. Permits, Applications, and Significant Plans and Projects

During 2024, the County processed numerous permits, project applications, and participated in a variety of significant plans and projects. The following summaries provide a brief overview of these activities and are not intended to be exhaustive.

2024 Permits

The Planning Department staff reviews construction permits for planning and zoning consistency compliance.

Plumas County Planning and Building Services processed 1,464 permits in 2024, including well and septic permits, building permits, no fee permits (e.g., water heaters, 200 square feet or less non-habitable sheds or agricultural buildings), and miscellaneous permits (e.g., re-roof, electrical, plumbing, and HVAC), which comparably, is a 319-permit increase year over year from the 2023 total of 1,145 and a 128-permit increase year-over-year from the 2022 total of 1,336.

Housing Units Completed

The California Department of Finance (DOF), Demographic Research Unit, Housing Unit Change Form is attached as Appendix B.

Between January 1, 2024, and December 31, 2024, Plumas County had sixty-six (66) housing units completed based on final inspections, certificates of occupancy, completion certificates, or utility releases. Of the 66, forty-five (45) were newly constructed single-family detached units, twelve (12) were newly constructed mobile home units, two (2) was converted single-family detached units, five (5) were newly constructed detached accessory dwelling units (ADUs), one (1) was a converted detached ADU (i.e., “gained” housing stock), and one (1) was a newly constructed attached ADU. No (0) multi-family housing units were completed.

By comparison based on final inspections, certificates of occupancy, completion certificates, or utility releases, in 2023 Plumas County had sixty-four (64) housing units completed; 2022 Plumas County had fifty (50) housing units completed; in 2021 Plumas County had thirty-nine (39) housing units completed; and in 2020 there were thirty (30). Including 2024, the past five-year average of annual housing units completed is roughly forty-nine (49).

Units Lost to Demolition, Fire, or Natural Disaster

In 2024, three (3) single-family detached units were lost to demolition, fire, or natural disaster. Of those 3, two (2) were single family detached dwelling units and one (1) was a mobile home unit. No multi-family units were lost. Of those 3 lost, none (0) were lost due to wildfire. In contrast, in 2023, five (5) single-family detached units were lost to demolition, fire, or natural disaster; in 2022, two (2) single-family detached units were lost to demolition, fire, or natural disaster; and in 2021, six hundred sixty-seven (667) housing units were lost, primarily due to the wildfires known as the Dixie Fire and Beckwourth Complex Fire.

2019-2024 Regional Housing Needs Allocation

Appendix C provides the Annual Housing Element Progress Report, as reported to HCD.

The total building permits issued in 2024 for unincorporated Plumas County was sixty-five (65), which equates to the following affordability by household income level:¹

• Extremely Low	0
• Very-Low Income	3
• Low Income	20
• Moderate Income	13
• Above-Moderate Income	29

The table below is an accounting of the 6th cycle planning period (December 31, 2018 – August 31, 2024) RHNA, and dwelling unit permits issued to-date, toward achieving the regional housing needs allocation, which also equates to the County’s new construction quantified objective under the 2019-2024 Housing Element.

Overall, at the end of the planning period, or August 31, 2024, Plumas County exceeded its 6th cycle RHNA, with the exception of extremely low income.

¹ Based on 2024 HCD income limits the area median income (AMI) for a family of four (4) in Plumas County was \$92,400 with Extremely Low Income at or below 30 percent of AMI (\$31,200 or less); Very Low Income 31–50 percent of AMI (\$31,201–\$46,050); Low Income 51–80 percent of AMI (\$46,051–\$73,700); Moderate Income 81–120 percent of AMI (\$73,701–\$110,900); and Above Moderate Income is at or above 120 percent of AMI (\$110,901 or more).

2024 General Plan Annual Progress Report
County of Plumas

Income Category	6th Cycle Planning Period RHNA	2019 Permits Issued	2020 Permits Issued	2021 Permits Issued	2022 Permits Issued	2023 Permits Issued	Permits Issued through August 31, 2024	Total Permits Issued
Extremely Low	3 ²	0	0	0	0	0	0	0
Very Low	5	0	0	13	0	2	2	17
Low	3	1	2	4	8	15	16	46
Moderate	2	13	13	26	37	21	13	123
Above Moderate	6	30	30	27	29	52	24	192
Total	16	44	45	70	74	90	55	378

Growth Rate

The 2020 U.S. Census reported 19,790 in total population for the unincorporated Plumas County area. This 2020 population number is a 217-person reduction from the 2010 Census, which reported a Plumas County unincorporated population of 20,007.

As of July 1, 2023, the U.S. Census reports a population estimate of 19,131 for Plumas County, and as of July 1, 2024, the U.S. Census reports a population estimate of 18,834 for Plumas County.

The County's growth rate over the past decade has been static. Largely, the California Department of Finance projects Plumas County's unincorporated area population is expected to remain static or decline by a few thousand people through 2060, lagging behind the projected positive growth rate of the state as a whole adding a few million people.

Geography	Projections						
	2024	2025	2030	2040	2050	2060	2070
California	39,119,734	39,155,670	39,694,960	40,914,063	41,655,829	41,638,357	41,179,366
Plumas County	18,709	18,478	17,630	16,281	14,670	13,285	12,405

Source: Projections Prepared by Demographic Research Unit, California Department of Finance, September 2024

The California Department of Finance estimated a population of 18,709 for the County's unincorporated population on January 1, 2024, which is a decline from the January 1, 2023, population estimate of 18,995.

For the years 2025 through 2070, the California Department of Finance projects Plumas County's population to continue to decline, while the balance of the State of California population is projected to generally increase decade over decade and then flatten out between 2050 and 2070.

² Appendix C (Table B) of the Annual Housing Element Progress Report states the extremely low-income housing need is determined pursuant to Government Code 65583(a)(1) and is assumed to be half of the Very-Low Income RHNA.

2024 Planning Applications

The Planning Department processed a variety of ministerial and discretionary planning applications with associated environmental reviews during 2024 including, for example, Special Use Permits, Tentative Parcel Maps, Variances, Lot Line Adjustments, Owner Initiated Mergers, and Sign Permits.

The breakdown in ministerial applications processed at County staff level by Planning in 2024 were as follows:

- Lot Line Adjustments (6)
- Owner Initiated Mergers (11)
- Sign Permits (3)
- Administrative Use Permits (3)

In 2024, Plumas County had, in total, twenty (20) mining sites to manage pursuant to the Surface Mining and Reclamation Act (SMARA). Plumas County Planning staff, with the assistance of Land Logistics, County consultant, performed eighteen (18) annual mining inspections, and of those 18, two (2) mining sites were closed out and reclamation was confirmed by December 31, 2024, with the State Department of Conservation, Division of Mine Reclamation. It should be noted that two (2) of the 20 mining sites were inaccessible during 2024 and therefore were not inspected.

No density bonus applications were received.

The breakdown in discretionary applications heard before the Zoning Administrator in a public hearing process in 2024 were as follows:

- Certificate of Compliance
 - **CC 6-22/23-01 Schneider, Caroline (APN 002-443-002) Twain – approved:** Conditional Certificate of Compliance Lot 18 of the Old Mill Ranch Subdivision Unit No. 1, as shown filed October 10, 1966, in Book 3 of Maps at Page 35, Records of Plumas County, State of California. Located at 126 Riverview Lane, Twain.
- Tentative Parcel Map (2)
 - **TPM 2-22/23-02 Scarlett Pumpernickel Properties, LLC. (APN 103-430-007) Lake Almanor – approved:** The proposal to divide 22.50 acres zoned Single-Family Residential Zones (“3-R”) into two parcels of 13.80 and 8.70 acres for residential use, located at Bailey Creek Phase 4, Unit 2 (Designated Remainder), Lake Almanor.
 - **TPM 2-23/24-05 Holmes, Lawrence and Susan (APN 005-430-019) Quincy – approved:** The proposal to divide 9.07 acres zoned Suburban (S-1) into two parcels of 3.06 acres and 6.01 acres for residential use, located at 5112 Chandler Road, Quincy.
- Permit to Mine and Reclamation Plan Time Extension (1)
 - **MR 5-97/98-05 Spanish Creek Sand and Gravel (APN 113-030-015) Meadow Valley – approved:** Amendment of non-substantial administrative change for time of Permit to Mine and Reclamation Plan to extend the expiration date by 10 years

from December 31, 2024, to December 31, 2034, to allow continued extraction of sand, gravel, and cobbles and reclamation, located at 1489 Spanish Ranch Road, Meadow Valley (CA Mine ID# 91-32-0037).

- **MR 2-11/12-01 US Copper Corp (APNs 007-080-004 and 007-090-003) – withdrawn:** Determination of Vested Rights of Mining Operation(s), as per Plumas County Code Section 9-5.05. Vested rights. Located at 9130 Diamond Mountain Road, unincorporated Plumas County.
- Modification of Recorded Map by Certificate of Correction (1)
 - **LACC Unit No. 14 Haddock, CJ and Stephanie (APN 102-433-006) Lake Almanor – approved:** Request to change the rear building setback on lot 42 as shown on recorded map 3M83 (LACC Unit No. 14) from 40 feet to 30 feet.
- Planned Development Permits (0)
- Special Use Permits (7)
 - **U 11-23/24-02 Shower, Charlise and John (APN 115-072-014) Quincy – approved** – The request for a Special Use Permit to allow 4-H animal project for chickens in a Multiple Family Residential (M-R) zoned parcel located at 175 Jackson Street, Quincy.
 - **U 11-22/23-03 Joy, Benjamin and Elizabeth (APN 025-190-011) Portola – approved:** The request for a place of assembly use (wedding venue) on their property located at 78130 Highway 70, Portola.
 - **U 1-23/24-03 Norberg, Kimberly (APN 100-481-016) Chester – approved:** The request for a Special Use Permit to allow 4-H animal project for a lamb in Single-Family Residential (7-R) zoned parcel located at 273 Farrar Drive, Chester.
 - **U 2-23/24-04 Plumas Charter School, (APN 116-320-041) East Quincy – approved:** The request for a Special Use Permit for a school use on a Multiple Family Residential (M-R) zoned parcel located at 1385 E. Main Street, East Quincy.
 - **U 7-24/25-03 Nieman, Curt and Lisa, (APN 117-420-007) East Quincy – approved:** The request for a recycling facility use on a Light Industrial (I-2) zoned parcel located at 435 N Mill Creek Road, East Quincy.
 - **U 9-24/25-04 High Sierra Animal Rescue, (APN 125-020-026) Delleker – approved:** The request to expand the existing animal breeding and boarding use on a Periphery Commercial (C-2) zoned parcel located at 103 Meadowridge, Delleker.
 - **U 8-95/96-02 (Amendment) Greenville Rancheria of Maidu Indians of California, (APNs 110-062-007-000, 110-062-028-000, and 110-062-029-000) Greenville – approved:** The request for a health service facility use and continuance and expansion of lawful nonconforming parking lot use on Core Commercial (C-1), and Single-Family Residential (7-R) zoned parcels located at 408 and 410 Main Street, Greenville.

- Variance (1)
 - ***V 7-24/25-01 North State Grocery, Inc. (APN 100-081-003) – continued:***
Request for a variance to allow 1,330 square feet of the first floor of a 4,356-square-foot two story commercial building to be used for residential housing (dwelling unit) on a parcel zoned Periphery Commercial (“C-2”) located at 274 Main Street, Chester, unincorporated Plumas County.

2024 Significant Plans and Projects

Seneca Healthcare District Hospital Replacement

On June 13, 2023, the Plumas County Board of Supervisors approved Resolution 2023-8812 and Ordinance No. 2023-1149 approving a General Plan Amendment and Zone Change, including adopting a California Environmental Quality Act (CEQA) compliant Mitigated Negative Declaration (No. 685) for the Seneca Healthcare District Hospital property at 199 Reynolds Road, in the Town of Chester.

The Seneca Healthcare District broke ground in 2024 and completed the underground infrastructure for the construction of a 45,000 square foot state-of-the-art healthcare hospital due to aging hospital facilities and the requirement of Senate Bill 1953 which mandated seismic safety standards for hospitals. The new hospital will typically have a staff of approximately 48 employees on site at peak hours and accommodate the District’s acute-care replacement hospital and an expanded skilled nursing facility, in addition to other amenities, as follows:

- 10-bed acute care, 2 of those with isolation capabilities
- 3-bed private emergency room and Trauma/procedure room
- 26-bed skilled nursing facility
- Imaging to include x-ray, CT scanner, ultrasound, and mobile MRI via trailer
- Operating room, procedure room, and 3-bed patient recovery
- Pharmaceutical services
- Laboratory services
- Dietary services – kitchen and dining
- Ambulatory surgery
- Physical therapy
- Occupational therapy
- Maintenance, materials management, laundry services

All spaces are sized to allow for improved workflow, updated and improved infrastructure, updated technology and medical equipment, and ADA accessibility per current code requirements. Additionally, the hospital will include a 3,000 square foot support services building and the approved plans allow for the construction of 10,000 square feet of housing for District employees and their families with up to ten 1,000 square foot residential units.

To fund the construction, the District pursued U.S. Department of Agriculture (USDA) funding as well as a public bond measure (Measure B), which passed in the November 8, 2022 election, and philanthropic offerings by the community. Construction will continue into 2025, through 2026, with an anticipated timeframe to open of early 2027.

Plumas District Hospital Skilled Nursing Facility

On December 21, 2021, the Plumas County Zoning Administrator approved a special use permit for the construction of a new Plumas District Hospital skilled nursing facility in the Town of Quincy, located across the street from the existing hospital campus on Bucks Lake Road.

The 22,507 square foot facility advanced construction activities in 2024 and is expected to be completed in summer 2025, consisting of two one-story buildings joined by a pedestrian bridge, and when fully operational, will host 36 beds with 24-hour nursing care and bring 79 livable wage jobs to Plumas County.

Other functions include pharmaceutical service; dietary service space; activity programming space; common areas including lobby and reception, spa and salon, consult/family room, and restrooms; administrative offices; housekeeping; storage; employee dressing rooms; lockers; staff lounge; and parking.

“This facility is a true community project, made possible through the collective efforts and support of our local partners and residents,” said JoDee Read, chief executive officer of Plumas District Hospital. “Our new skilled nursing facility will be a vital resource, providing long-term care that honors the needs of our community, while also opening doors to meaningful career opportunities in healthcare.”

“We believe that investing in healthcare infrastructure is essential to the resilience of our community,” said Read. “Our new facility is about more than providing care; it’s about building a place where local residents can work, grow, and make a difference. This skilled nursing facility reflects our ongoing commitment to improving both health outcomes and economic opportunities for our residents.”

Greenville Rancheria Medical Campus

On November 13, 2024, the Plumas County Zoning Administrator approved a special use permit amendment for the Greenville Rancheria of Maidu Indians of California to reestablish their Medical Campus in the Town of Greenville after the 2021 Dixie Fire destroyed the structure.

The building involves the construction of a two-story, 16,200-square-foot outpatient medical, dental, pharmacy, and behavioral health facility and a 59-space parking lot on the parcels located at 408 and 410 Main Street, Greenville (APNs 110-062-007, 110-062-028, 110-062-029).

As included in the construction document set, the proposed facility will have a reception and lobby area, waiting rooms, medical and dental exam and treatment rooms, behavioral health facilities, a pharmacy, administration and human resources offices, training and conference room space, a shipping and receiving area, employee break room, patient and staff restrooms, and several other supplemental rooms. The project will be able to serve up to a maximum of 25 patients a day with hours of operation Monday through Friday, 8:00 AM to 5:00 PM.

North Star Navigation Center

Plumas Crisis Intervention and Resource Center (PCIRC), Plumas County's homelessness and coordinated entry provider, broke ground in 2022 and completed construction in 2024 on the County's first Navigation Center under the state's Low Barrier housing model pursuant to Government Code Section 65660 – 65668 (AB 101, Weiner, 2019).

A Low Barrier Navigation Center means a Housing First approach, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

The North Star Navigation Center provides immediate emergency shelter and transitional housing services to the homeless, chronically homeless, transitioning offenders, the Housing and Disability Advocacy Program (HDAP) for seniors and/or disabled, and former foster youth in Plumas.

The building includes a 20-bed capacity emergency shelter with congregate beds and non-congregate bedrooms for families, associated congregate and non-congregate bathrooms, day use room areas, a kitchen and dining room, administrative offices for staff, and storage.

Supportive service staffing includes a Navigation Center Manager, Housing Navigator, Behavioral Health Counselor, Alcohol and Drug Counselor, HDAP Disability Advocate, and Grief Recovery Specialist with the primary purpose to bring all activities in-house and on-site.

Educational opportunities and trainings will be provided to North Star Navigation Center residents including money management, life skills, and workforce development skills.

2021 Plumas County Wildfires Long-Term Recovery Plan

Plumas County, in a countywide effort to effectively coordinate wildfire recovery from the devastating 2021 Dixie Fire and Beckwourth Complex Fire, began engagement toward the preparation of a Long-Term Recovery Plan in 2022, and continued into 2024. Plumas adopted a Recovery Support Function (RSF) organizational framework under the Community Planning and Capacity Building structure, creating five working groups, including Housing and Commercial Buildings, Infrastructure, Economic, Health and Social Services, and Natural and Cultural Resources. The RSF structure is modeled after the California Disaster Recovery Framework (CDRF) and the National Disaster Recovery Framework (NDRF). Working group participants represented those from community and non-governmental organizations; non-profits; stakeholders; and county, state, and federal governmental agencies. In 2024, the RSF working group participants honed down the list of recovery projects to 20, including:

1. Indian Valley Safety Center
2. Greenville Rancheria Medical Campus
3. Greenville Town Center
4. Indian Valley Conceptual Infrastructure Master Plan
5. Countywide Broadband Improvements and Development of Electric Vehicle (EV) Charging Stations
6. Dixie Fire Footprint Roadway Needs and Repairs
7. Tribal Integration and Needs
8. Habitat, Forest, and Watershed Restoration

9. Greenville Community Park and Wolf Creek Community Park and Trail System Enhancements
10. Historical and Cultural Sites Restoration for Social Engagement
11. Biomass Product and Wood Utilization Innovation
12. Connected Communities Project
13. Gathering Places as Economic Drivers – Elevate Existing and Create New
14. Indian Valley Disaster Academy
15. Tourism Strategy – Leveraging Partnership with Like Minded Organizations
16. Housing Recovery Grant Programs
17. Resident Attainable Workforce Housing Development
18. Tourism Visitor and Seasonal Workforce Housing Opportunities
19. Construction Trades Workforce Training Program
20. Informing Development and Land Use Patterns

The objective of the County is to have a Long-Term Recovery Plan Public Review Draft released in 2005, with adoption of the Plan by the County Board of Supervisors and acceptance by the Dixie Fire Collaborative Steering Committee at the end of 2025.

Planning Department and GIS Division Mission

The mission of the Planning Department and GIS (Geographic Information Systems) Division is to proactively facilitate the orderly development of land use on parcels in the unincorporated areas of Plumas County. The Department is a leader in government processes and procedures and provides quality customer service when administering planning regulations, zoning code standards, and General Plan goals and policies. By adhering to local, state and federal regulations, the Department safeguards the environment and enhances communities and the lives of its citizens – always with a commitment to honesty, respect, accountability, and efficiency.

Planning Department Staff

The Plumas County Planning Department staff in 2024 accounted for two (2) full-time 1.0 equivalent (FTE) staff members, including a Planning Director and Associate Planner. The other Planning Department 1.0 FTE positions of Assistant Planning Director and a flexibility allocated Assistant/Associate/Senior Planner remained vacant. In the FY24/25 budget, the Board of Supervisors additionally funded a 1.0 FTE Executive Assistant position for the Planning Department, although no candidates were interviewed in 2024, and the position remained vacant as of the end of the year. The Planning Department also funds one (1) Fiscal Officer position at 0.5 FTE and one Extra Help Planner position at approximately 24 hours per week. The Associate Planner staff member is also the Clerk for the Planning Commission and Airport Land Use Commission, while the Department Fiscal Officer is the Clerk for the Zoning Administrator.

The Planning Department provides citizens of unincorporated areas of Plumas County guidance to develop property following land use standards and development regulation requirements of the Plumas County Code, Title 9, Planning and Zoning, and the goals and policies in the Plumas County 2035 General Plan. The Planning Department staff organizes, directs, coordinates, and administers professional and fiscal functions and responds to inquiries by providing technical assistance support to the public, County staff, community organizations, and other outside local,

regional, state, and federal agencies regarding County planning issues, land use entitlements, economic development initiatives, grants, permit applications and procedures, addressing, zoning, ordinances, resolutions, and 2021 wildfire recovery. The Planning Department staff reviews building permits for planning consistency and zoning compliance and provides planning application project processing including environmental review pursuant to the California Environmental Quality Act (CEQA). The Planning Department is continuously processing a variety of ministerial (approved by staff) and discretionary (approved by the Zoning Administrator or adopted by the Planning Commission to the Board of Supervisors for approval) planning applications.

The Planning Department provides staffing support for the Planning Commission, Airport Land Use Commission, Zoning Administrator, Plumas County Coordinating Council, Plumas-Sierra Counties Continuum of Care (CoC) Advisory Board, Sierra Valley Groundwater Management District (SVGMD), Upper Feather River Integrated Regional Water Management Group (RWMG), Rock Creek-Cresta Project (FERC No. 1962) Ecological Resource Committee (ERC), Quincy Design Review Committee, Chester Design Review Committee, and Johnsville Design Review Committee, Housing & Land Use Committee (Quincy), Public Safety Communications Advisory Committee, Nuisance Abatement Committee, and Development Review Committee (DRC), and frequently appears before the Board of Supervisors. The Planning Department staff additionally oversees Williamson Act (California Land Conservation Act) contracts and Surface Mining and Reclamation Act (SMARA) mine permits and performs annual SMARA mining inspections and reports to the State Department of Conservation, Division of Mine Reclamation.

GIS Division Staff

The Plumas County GIS Division budgets for one (1) full-time 1.0 FTE GIS Coordinator position, which continued to be staffed in 2024. In addition, the GIS Department funds one (1) Fiscal Officer position at 0.05 FTE.

The GIS Division develops, maintains, and distributes spatial information to aid in the creation of public-facing interactive maps through the Plumas County GIS Map Portal and data analysis to support various County departments and their customers such as the Assessor's Office, Building Services, Engineering Department, Environmental Health Department, Planning Department, Elections, Public Works Department, and the Treasurer/Tax Collector. GIS is a computer system capable of holding and using data as a resource for mapping or performing land based analysis. The data in GIS is created in what is called GIS 'layers.' Each layer represents a group of common information. Some examples of GIS layers used in Plumas County include planning area boundaries, parcels, roads, railroads, address points, general plan land use designations, planned development designations, primary zoning districts, combining zones, airport influence areas, special district boundaries, supervisorial districts, other political boundaries, voting precinct data, and much more.

Building Services Department and Code Enforcement Mission

Plumas County Building Department is committed to ensuring the safety, quality, and sustainability of our community's environment. This department strives to facilitate responsible development, enforce building codes, and promote efficient construction practices. Through collaboration, transparency, and professionalism, this team enhances the well-being and prosperity of our residents while preserving the unique character of our county.

The mission of the Plumas County Code Enforcement, which is under the Building Services Department, is to promote and maintain a safe and desirable living and working environment. This team helps maintain and improve the quality of our community by administering a fair and unbiased enforcement program to correct violations of county codes, state codes, health and safety codes, and land use requirements. It also works with residents, public service agencies, and other county departments to facilitate voluntary compliance with applicable laws and codes.

Building Department and Code Enforcement Department Staff

The Plumas County Building Department 1.0 FTE staff in 2024 included one (1) Building Services Director/Building Official, two (2) Permit Technicians one (1) Senior Permit Technicians, one (1) Building Inspector I, and one (1) Building Inspector/Plans Examiner. The Plumas County Code Enforcement Department is managed under the Building Department and in 2024 was made up of two (2) full-time 1.0 FTE staff members, including a Chief Code Enforcement Officer and Code Enforcement Officer. Code Enforcement is primarily a complaint-driven process. The County's Housing Element includes a program that commits the County to continue to utilize the Code Enforcement Department, as well as the Plumas County Sheriff's Office and Building Department staff, when needed, to ensure code compliance. In addition, the Building Department and Code Enforcement Department fund one (1) Fiscal Officer position at 0.35 FTE and 0.1 FTE, respectively.

IV. General Plan and Zoning Amendments

General Plan Amendments

No General Plan Amendments were processed in 2024.

Zoning Code Amendments

Ordinance 2024-1154 (Accessory Dwelling Units): Ordinance Amending Pumas County Code Title 9, Planning and Zoning, Chapter 2, Zoning, Article 2, Article 4, Article 5, Article 13, Article 14, Article 15, Article 16, Article 17, Article 18, Article 19, Article 20, Article 21, Article 22, Article 23, Article 25, Article 26, Article 30, Article 31, Article 33, Article 34; and adding Plumas County Title 9, Planning and Zoning, Chapter 2 Zoning, Article 45; and Amending Plumas County Code Title 9 Planning and Zoning, Chapter 9 State Responsibility Area Fire Safe Regulations, Article 4.

Plumas County Code, Title 9, Planning and Zoning

Following the adoption of the General Plan on December 17, 2013, an objective of the County was to update the Plumas County Code, Title 9 (Planning and Zoning) per direction provided in the implementation measures of the General Plan elements.

At the Planning Commission meeting of December 15, 2016, the Commission selected a Title 9 (Planning and Zoning) update priority list to follow during the next year or several years.

The list of priorities, as established by the Commission in 2016, were as follows:

1. Local California Environmental Quality Act Guidelines (CEQA) update (*ANTICIPATED TO BEGIN IN 2025*)

2. Update Title 8 (Building Regulations), Chapter 17 (Flood) of the Plumas County Code re: Flood Plain Ordinance and applicable Title 9 (Planning and Zoning) sections (*INITIATED IN 2022, WAS NOT COMPLETED, CONTINUES INTO 2025*)
3. Update Title 9 (Planning and Zoning) of the Plumas County Code re: onsite wastewater treatment systems
4. Development of a Subdivision Ordinance
5. *Development of a Grading and Drainage Ordinance (INITIATED IN 2020, WAS NOT COMPLETED, CONTINUES INTO 2025)*
6. Solar Energy code development
7. Noise ordinance development (*ANTICIPATED TO BEGIN IN 2025*)
8. Child daycare facilities code update
9. Sign code update
- ~~10. Second dwelling unit (now accessory dwelling unit) code update (COMPLETED 2019)
(UPDATE TO ADDRESS ADDITIONAL STATE LEGISLATION COMPLETED IN 2024)~~
- ~~11. Drought Tolerant Landscape ordinance (i.e., MWELO) (COMPLETED 2019)~~
- ~~12. Chicken ordinance development (COMPLETED 2019)~~
13. Department of Defense noise and compatibility code development
14. Dark sky lighting ordinance development
15. Surface Mining and Reclamation Act (SMARA) update (*ANTICIPATED TO BEGIN IN 2025*)
- ~~16. State Responsibility Area (SRA) Fire Safe Regulations code update (AMENDMENTS TO SRA FIRE SAFE REGULATIONS AS OF APRIL 1, 2023, TO BE ADDRESSED IN 2025
ALONG WITH LRA FIRE HAZARD SEVERITY ZONE MAP ADOPTION WITH
ORDINANCE IN 2025)~~
- ~~17. Cellular Facilities ordinance (COMPLETED 2019)~~
- ~~18. General Plan Update Final EIR Implementation of Table 3-1 (COMPLETED 2019)~~

V. Conclusion

General Plan Vision

The 2035 General Plan is the County's constitution and guiding vision. Upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's Vision to ***promote a healthy physical and aesthetic environment, a vital economy, and a supportive social climate that can accommodate the expected growth and change over the next 20 years*** on a day-to-day basis and includes the public in the discretionary decision-making process. The County departments continue project review responsibilities to further the 2035 General Plan's goals, policies, programs, and implementation measures.

General Plan Element-by-Element Review

Starting in November 2019, the Planning Commission tasked themselves with an element-by-element review of the 2035 General Plan to continue the objectives of documenting the County's implementation and discussing of the goals, policies, programs, and implementation measures, as follows:

- November 2019—Housing Element
- November 2019 through April 2020—Land Use Element
- June 2020 through November 2020—Economics Element
- January 2021 through April 2021—Water Resources Element
- April 2021 through May 2021—Noise Element
- September 2021 through July 2022—Public Health & Safety Element
- October 2022 through March 2023—Circulation Element
- April 2023 to February 2025—Conservation & Open Space Element

Summaries have been prepared that reflect the notes and suggested action outcomes of the implementation measures discussions to identify potential timeframes for implementation and future actions. It should be noted that by no means does the review of the implementation measures by the Commission or the annotated notes in the summary documents change, in any way, the adopted 2035 General Plan implementation measures.

Review of the 2035 General Plan element-by-element by the Planning Commission is expected to continue into 2025 with the completion of the review of the Conservation & Open Space Element and anticipated review of the Agriculture & Forestry Element.

Plumas County Code, Title 9 Review

On March 3, 2022, the Planning Commission by unanimous action directed amendments to the County Code addressing the following top five (5) Planning staff priorities:

1. Update Title 8 (Building Regulations), Chapter 17 (Flood) of the Plumas County Code re: Flood Plain Ordinance and applicable Title 9 (Planning and Zoning) sections
2. ~~Accessory dwelling units (ADU) (COMPLETED 2024)~~
3. Electrical vehicle charging stations (AB 1236)
4. Noise ordinance development
5. Development of a Subdivision Ordinance

On November 2, 2023, Planning staff communicated to the Planning Commission revised prioritization of County Code amendments, as follows:

1. Camping Ordinance amendments (*PLANNING COMMISSION WORKSHOPS IN 2024, TABLED FOR 2025 CONTINUED DISCUSSIONS*)
2. ~~Accessory dwelling units (ADU) ordinance update (COMPLETED 2024)~~
3. Electrical vehicle charging stations (AB 1236 and AB 970) checklist and ordinance development (*CHECKLIST COMPLETED 2024*)

4. Title 8 (Building Regulations), Chapter 17 (Flood) of the Plumas County Code re: Flood Plain Ordinance and applicable Title 9 (Planning and Zoning) amendments (*PLANNED FOR 2025*)
5. Noise ordinance development (*PLANNED FOR 2025*)

In 2024, the Planning Commission held several workshops discussing Camping Ordinance amendments, in addition to other Title 9 review and working draft additions and amendments, as follows:

- *Chapter 2 Zoning, Article 19 Core Commercial Zone (C-1): Sec. 9-2.1903 – Height (C-1)*
- *Chapter 2 Zoning, Article 4 General Requirements: Sec. 9-2.417(a), (b), (c), and (d) – Temporary occupancy*
- *Chapter 2 Zoning, Article 2 Definitions:*
 - *Sec. 9-2.253.5 Labor force housing*
 - *Sec. 9-2.231 Employee housing*
 - *Sec. 9-2.231.1 Employee housing, limited*
 - *Sec. 9-2.220.3 Caregiver*
 - *Sec. 9-2.220.4 Caretaker*
- *Chapter 2 Zoning, Article 30 Agricultural Preserve Zone (AP): Sec. 9-2.3002(c)(2) – Uses (AP) and Article 31 General Agriculture Zone (GA): Sec. 9-2.3102(d)(2) – Uses (GA) adding Employee housing, limited*
- *Chapter 2 Zoning, Article 4 General Requirements:*
 - *Sec. 9-2.405.2 Caregiver housing*
 - *Sec. 9-2.405.3 Caretaker housing*
 - *Sec. 9-2.405.2 Labor force housing*

The additional remaining Title 9 (Planning and Zoning) amendments—listed below in no particular order—continue to be tracked by Planning Department staff and will be addressed in the future as time and resources allow and/or should priorities change:

- Surface Mining and Reclamation Act (SMARA) update (*PLANNED FOR 2025*)
- Local California Environmental Quality Act Guidelines (CEQA) update (*PLANNED FOR 2025*)
- Development of a Subdivision Ordinance
- Dark sky lighting ordinance development
- Update Title 9 (Planning and Zoning) of the Plumas County Code re: onsite wastewater treatment systems
- Solar energy code development
- Child daycare facilities code update
- Sign code update
- Department of Defense noise and compatibility code development

**Appendix A: California Government Code Section
65400 et seq.**

GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]

(Heading of Title 7 amended by Stats. 1974, Ch. 1536.)

DIVISION 1. PLANNING AND ZONING [65000 - 66301]

(Heading of Division 1 added by Stats. 1974, Ch. 1536.)

CHAPTER 3. Local Planning [65100 - 65763]

(Chapter 3 repealed and added by Stats. 1965, Ch. 1880.)

ARTICLE 7. Administration of General Plan [65400 - 65404]

(Article 7 added by Stats. 1965, Ch. 1880.)

65400.

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) (i) (I) The progress in meeting its share of regional housing needs determined pursuant to Section 65584, including the need for extremely low income households, as determined pursuant to Section 65583, and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

(II) The annual report shall include the progress in meeting the city's or county's progress in meeting its share of regional housing need, as described in subclause (I), for the sixth and previous revisions of the housing element.

(ii) The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of standards, forms, and definitions adopted by the Department of Housing and Community Development. The department may review, adopt, amend, and repeal the standards, forms, or definitions to implement this article. Any standards, forms, or definitions adopted to implement this article shall not be subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2. Before and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. The report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

(iii) The report may include the number of units that have been completed pursuant to subdivision (c) of Section 65583.1. For purposes of this paragraph, committed assistance may be executed throughout the planning period, and the program under paragraph (1) of subdivision (c) of Section 65583.1 shall not be required. The report shall document how the units meet the standards set forth in that subdivision.

(iv) The planning agency shall include the number of units in a student housing development for lower income students for which the developer of the student housing development was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915.

(C) The number of housing development applications received in the prior year, including whether each housing development application is subject to a ministerial or discretionary approval process.

(D) The number of units included in all development applications in the prior year.

(E) (i) The number of units approved and disapproved in the prior year, which shall include all of the following subcategories:

(I) The number of units located within an opportunity area.

(II) For the seventh and each subsequent revision of the housing element, the number of units approved and disapproved for acutely low income households within each opportunity area.

(III) For the seventh and each subsequent revision of the housing element, the number of units approved and disapproved for extremely low income households within each opportunity area.

(IV) The number of units approved and disapproved for very low income households within each opportunity area.

(V) The number of units approved and disapproved for lower income households within each opportunity area.

(VI) The number of units approved and disapproved for moderate-income households within each opportunity area.

(VII) The number of units approved and disapproved for above moderate-income households within each opportunity area.

(ii) For purposes of this subparagraph, “opportunity area” means a highest, high, moderate, or low resource area pursuant to the most recent “CTCAC/HCD Opportunity Map” published by the California Tax Credit Allocation Committee and the Department of Housing and Community Development.

(F) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(G) A listing of sites rezoned to accommodate that portion of the city’s or county’s share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory required by paragraph (1) of subdivision (c) of Section 65583 and Section 65584.09. The listing of sites shall also include any additional sites that may have been required to be identified by Section 65863.

(H) (i) The number of units of housing demolished and new units of housing, including both rental housing and for-sale housing and any units that the County of Napa or the City of Napa may report pursuant to an agreement entered into pursuant to Section 65584.08, that have been issued a completed entitlement, a building permit, or a certificate of occupancy, thus far in the housing element cycle, and the income category, by area median income category, that each unit of housing satisfies. That production report shall do the following:

(I) For each income category described in this subparagraph, distinguish between the number of rental housing units and the number of for-sale units that satisfy each income category.

(II) For each entitlement, building permit, or certificate of occupancy, include a unique site identifier that must include the assessor's parcel number, but may also include street address, or other identifiers.

(ii) For the County of Napa and the City of Napa, the production report may report units identified in the agreement entered into pursuant to Section 65584.08.

(I) The number of applications submitted pursuant to subdivision (a) of Section 65913.4, the location and the total number of developments approved pursuant to subdivision (c) of Section 65913.4, the total number of building permits issued pursuant to subdivision (c) of Section 65913.4, the total number of units including both rental housing and for-sale housing by area median income category constructed using the process provided for in subdivision (c) of Section 65913.4.

(J) If the city or county has received funding pursuant to the Local Government Planning Support Grants Program (Chapter 3.1 (commencing with Section 50515) of Part 2 of Division 31 of the Health and Safety Code), the information required pursuant to subdivision (a) of Section 50515.04 of the Health and Safety Code.

(K) The progress of the city or county in adopting or amending its general plan or local open-space element in compliance with its obligations to consult with California Native American tribes, and to identify and protect, preserve, and mitigate impacts to places, features, and objects described in Sections 5097.9 and 5097.993 of the Public Resources Code, pursuant to Chapter 905 of the Statutes of 2004.

(L) The following information with respect to density bonuses granted in accordance with Section 65915:

(i) The number of density bonus applications received by the city or county.

(ii) The number of density bonus applications approved by the city or county.

(iii) Data from all projects approved to receive a density bonus from the city or county, including, but not limited to, the percentage of density bonus received, the percentage of affordable units in the project, the number of other incentives or concessions granted to the project, and any waiver or reduction of parking standards for the project.

(M) The following information with respect to each application submitted pursuant to Chapter 4.1 (commencing with Section 65912.100):

(i) The location of the project.

(ii) The status of the project, including whether it has been entitled, whether a building

permit has been issued, and whether or not it has been completed.

- (iii) The number of units in the project.
- (iv) The number of units in the project that are rental housing.
- (v) The number of units in the project that are for-sale housing.
- (vi) The household income category of the units, as determined pursuant to subdivision (f) of Section 65584.

(N) A list of all historic designations listed on the National Register of Historic Places, the California Register of Historic Resources, or a local register of historic places by the city or county in the past year, and the status of any housing development projects proposed for the new historic designations, including all of the following:

- (i) Whether the housing development project has been entitled.
- (ii) Whether a building permit has been issued for the housing development project.
- (iii) The number of units in the housing development project.

(b) (1) (A) The department may request corrections to the housing element portion of an annual report submitted pursuant to paragraph (2) of subdivision (a) within 90 days of receipt. A planning agency shall make the requested corrections within 30 days after which the department may reject the report if the report is not in substantial compliance with the requirements of that paragraph.

(B) If the department rejects the housing element portion of an annual report as authorized by subparagraph (A), the department shall provide the reasons the report is inconsistent with paragraph (2) of subdivision (a) to the planning agency in writing.

(2) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

(c) The Department of Housing and Community Development shall post a report submitted pursuant to this section on its internet website within a reasonable time of receiving the report.

(Amended by Stats. 2024, Ch. 723, Sec. 1.3. (AB 2580) Effective January 1, 2025.)

65400.1.

In the annual report provided by the planning agency to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development required pursuant to paragraph (2) of subdivision (a) of Section 65400, the planning agency shall also include a listing of sites owned by the city or county and included in the inventory prepared pursuant to Section 65583.2 that have been sold, leased, or otherwise disposed of in the prior year. The list shall include the entity to whom each site was transferred and the intended use for the site.

(Added by Stats. 2019, Ch. 664, Sec. 14. (AB 1486) Effective January 1, 2020.)

65400.2.

(a) For purposes of the housing element portion of the annual report required by paragraph (2) of subdivision (a) of Section 65400, for up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. The report shall clearly indicate that these were not newly constructed units, and shall provide all relevant project- and unit-level information as described in subparagraph (H) of paragraph (2) of subdivision (a) of Section 65400.

(b) For purposes of this section, a unit may be reported as a converted unit under subdivision (a) only if all of the following apply to the unit:

- (1) The rent for the unit prior to conversion was not affordable to very low, low-, or moderate-income households.
- (2) The unit is subject to a long-term recorded regulatory agreement with a public entity that requires the unit to be affordable to, and occupied by, persons of moderate income for a term of 55 years.
- (3) (A) The initial post conversion rent for the unit is at least 10 percent less than the average monthly rent charged over the 12 months prior to conversion.
(B) To determine the maximum rental rate in subsequent years, the initial postconversion rent for the unit shall be compared to the rent limit at the 100-percent income level established by the California Tax Credit Allocation Committee for the year of conversion, and the regulatory agreement shall limit the rent on the unit for the term of the regulatory agreement to that ratio multiplied by the 100-percent income level rent limit for the respective year.
(C) Notwithstanding subparagraphs (A) and (B), a project owner may shift rent restrictions on units within a given property so long as the overall distribution of regulated rents remain the same.
- (4) The unit is in decent, safe, and sanitary condition at the time of occupancy following the conversion.
- (5) The unit was not acquired by eminent domain as part of the conversion.
- (6) The unit is subject to a governmental monitoring program to ensure continued affordability and occupancy by qualifying households.
- (7) Unless the development is subject to a regulatory agreement with the California Tax Credit Allocation Committee, a public entity shall hold an assignable right to purchase the development, any interest in the development, or any interest in a partnership that owns the development for a price that does not exceed the principal amount of outstanding

indebtedness secured by the building and all federal, state, and local taxes attributable to that sale.

- (c) For any units that qualify to be reported pursuant to this section that were converted between the start of the projection period and the deadline for adoption of the housing element, a city or county may reduce its share of the regional housing need on a unit-for-unit basis, provided that the reduction does not exceed 25 percent of the need in the moderate-income category.
- (d) The Department of Housing and Community Development shall not be required to implement this section until January 1, 2023. However, for reports issued after January 1, 2023, planning agencies may report conversions pursuant to subdivision (a) that occurred on or after January 1, 2022.

(Added by Stats. 2021, Ch. 350, Sec. 1. (AB 787) Effective January 1, 2022.)

**Appendix B: 2024 Housing Unit Change Form,
California Department of Finance**

. Introduction

Each year the California Department of Finance (Finance) collects housing unit change data from every city and county in California. This data forms the basis for the housing estimates included in the Housing Unit Method used by Finance to produce annual population estimates for cities and counties. Finance is mandated to produce these population estimates by the Gann Initiative, passed in 1979 that is now part of the State Constitution – Article XIIIIB, and is chaptered in Section 2228 of the Revenue and Taxation code. This legislation mandates that all cities and counties must calculate an annual appropriations limit that includes a population change factor and an inflation index factor. These population estimates are also used to distribute state subvention funds to cities and counties.

Please refer to the [Instructions](#) to complete the Housing Unit Survey (HUS). Access your own jurisdiction by first selecting the county, and then the city. All county personnel should select "Balance of County" after selecting their county. Only one person from each jurisdiction can access the form and that person is the only one who can make any subsequent changes. After your survey is submitted, a confirmation email will be sent with a link to revise your survey. You must use this personalized link to make survey revisions as your jurisdiction will no longer be available within the dropdown menu using this Qualtrics link.

If any questions arise, please contact the Demographic Research Unit at Housing.Survey@dof.ca.gov or (916) 323-4086.

Thank you!

. Contact Information

Please fill out your contact information:

Reported By:	Heidi Wightman
Department:	Building
Title:	Department Fiscal Officer II
Address:	555 Main Street
Email Address:	heidiwightman@countyofplumas.com
Telephone Number:	530-283-7007

Q110. Secondary Contact Information

Please fill out your jurisdiction's secondary contact information:

Secondary Contact Name:	Tracey Ferguson
-------------------------	-----------------

Secondary Email Address:

traceyferguson@countyofplumas.com

Secondary Telephone Number:

530-283-6214

. Please select your **county**:

Plumas 

. What **jurisdiction (FIPS)** are you reporting for?

Balance of Plumas County (00063) 

. **Note:** If your jurisdiction is not listed, then a survey was already submitted by another contact. Please contact Housing.Survey@dof.ca.gov for more information about your jurisdiction's submitted survey.

. Did experience housing unit changes between **1/1/2024 - 12/31/2024**? If you select "No," you will be prompted to the end of the survey.

Yes
 No

. Section 1: Data Source

1.1. Please select the method you are using to report housing unit changes for . Your data source should be consistent across years. The previous data source used for your jurisdiction was: **Completed Housing Units**.

Completed Housing Units: Housing units completed between **1/1/2024 - 12/31/2024** based on Final Inspections, Certificates of Occupancy, Completion Certificates, or Utility Releases.

Permits: If you can only report building permits issued, you MUST adjust the permits to estimate completions using a different time frame.

- Accessory Dwelling Units permits issued: **7/1/2023 - 6/30/2024**
- Single Family unit permits issued: **7/1/2023 - 6/30/2024**
- Multi-Family unit permits issued: **1/1/2023 - 12/31/2023**

. Section 2: Accessory Dwelling Units (ADUs)

2.1. How many ADUs did **gain**?

Your counts must be consistent with the time periods based on the source selected. You selected:

Completed Housing Units: Housing units completed between **1/1/2024 - 12/31/2024** based on Final Inspections, Certificates of Occupancy, Completion Certificates, or Utility Releases.

	ADU Detached	ADU Attached
Newly Constructed Units	<input type="text" value="5"/>	<input type="text" value="1"/>
Converted Units Gained	<input type="text" value="1"/>	<input type="text" value="0"/>
Non-Permitted Units Gained	<input type="text" value="0"/>	<input type="text" value="0"/>
#Conjoint, Total#	<input type="text" value="6"/>	<input type="text" value="1"/>

. 2.2. How many ADUs did **lose** between **1/1/2024 - 12/31/2024**?

	Units Lost
ADU Detached	<input type="text" value="0"/>
ADU Attached	<input type="text" value="0"/>
#Conjoint, Total#	<input type="text" value="0"/>

Q195. 2.3. Of the total reported attached and detached ADUs lost, how many were a result of wildfires?

Total ADUs Lost from Wildfires

. Section 2: Accessory Dwelling Units (ADUs)

Note: If the totals below are not correct, please go back and make the corrections to the ADUs Section before proceeding with the survey.

2.3. Of the 7 reported ADUs **gained**, how many were Affordable Units?

ADUs Gained

. 2.4. Of the 0 reported ADUs **lost**, how many were Affordable Units?

ADUs Lost

. Section 3: Single Family Housing Units

3.1. How many Single Family Housing Units (excluding ADUs) did **gain**?

Your counts must be consistent with the time periods based on the source selected. You selected:

Completed Housing Units: Housing units completed between **1/1/2024 - 12/31/2024** based on Final Inspections, Certificates of Occupancy, Completion Certificates, or Utility Releases.

For mobile homes, please report changes on lots from **1/1/2024 - 12/31/2024** regardless of the source of the new construction.

	Single Family Detached	Single Family Attached	Mobile Home	#Conjoint, Total#
Newly Constructed Units	45	0	12	57
Converted Units Gained	2	0	0	2
Non-Permitted Units Gained	0	0	0	0

. 3.2. How many Single Family Housing Units (excluding ADUs) did **lose** between **1/1/2024 - 12/31/2024**?

	Single Family Detached	Single Family Attached	Mobile Home	#Conjoint, Total#
Demolition, Fire, or other Natural Disaster	2	0	1	3
Converted Units Lost	0	0	0	0
Non-Permitted Units Lost	0	0	0	0

. 3.3. Of the reported Single Family Housing Units lost due to "Demolitions, Fire or other Natural Disaster," how many were a result of wildfires?

Total Single Family Housing Units Lost
from Wildfires

. Section 3: Single Family Housing Units

Note: If the totals below are not correct, please go back and make the corrections to the Single Family Housing Units Section before proceeding with the survey.

3.4. Of the 59 reported Single Family Housing Units **gained**, how many were Affordable Units?

Affordable Single Family Housing Units
Gained

. 3.5. Of the 3 reported Single Family Housing Units **lost**, how many were Affordable Units?

Section 4: Multi-Family Housing Units

4.1. How many Multi-Family Housing Units (excluding ADUs) did **gain**?

Your counts must be consistent with the time periods based on the source selected. You selected:

Completed Housing Units: Housing units completed between **1/1/2024 - 12/31/2024** based on Final Inspections, Certificates of Occupancy, Completion Certificates, or Utility Releases.

Newly Constructed Units

	Structures	Units
2, 3 or 4-plex	0	0
5+ Units	0	0
#Conjoint, Total#	0	0

Converted Units Gained

	Structures	Units
2, 3 or 4-plex	0	0
5+ Units	0	0
#Conjoint, Total#	0	0

Non-Permitted Units Gained

	Structures	Units
2, 3 or 4-plex	0	0
5+ Units	0	0
#Conjoint, Total#	0	0

Section 4: Multi-Family Housing Units

4.2. How many Multi-Family Housing Units (excluding ADUs) did **lose** between **1/1/2024 - 12/31/2024**?

Demolition, Fire, or other Natural Disaster

	Structures	Units
2, 3 or 4-plex	<input type="text" value="0"/>	<input type="text" value="0"/>
5+ Units	<input type="text" value="0"/>	<input type="text" value="0"/>
#Conjoint, Total#	<input type="text" value="0"/>	<input type="text" value="0"/>

Converted Units Lost

	Structures	Units
2, 3 or 4-plex	<input type="text" value="0"/>	<input type="text" value="0"/>
5+ Units	<input type="text" value="0"/>	<input type="text" value="0"/>
#Conjoint, Total#	<input type="text" value="0"/>	<input type="text" value="0"/>

Non-Permitted Units Lost

	Structures	Units
2, 3 or 4-plex	<input type="text" value="0"/>	<input type="text" value="0"/>
5+ Units	<input type="text" value="0"/>	<input type="text" value="0"/>
#Conjoint, Total#	<input type="text" value="0"/>	<input type="text" value="0"/>

. 4.3. Of the reported Multi-Family Housing Units lost due to "Demolitions, Fire or other Natural Disaster," how many were a result of wildfires?

Total Multi-Family Housing Units Lost
from Wildfires (Only include unit totals,
not structures)

Section 4: Multi-Family Housing Units

Note: If the totals below are not correct, please go back and make the corrections to the Multi-Family Housing Units Section before proceeding with the survey.

4.4. Of the 0 reported Multi-Family Housing Units **gained**, how many were Affordable Units?

This question was not displayed to the respondent.

. 4.5. Of the 0 reported Multi-Family Housing Units lost, how many were Affordable Units?

This question was not displayed to the respondent.

Q1. Section 5: Annexations & Detachments

5.1. Did experience Annexations or Detachments with existing (not planned) housing units between **1/1/2024 - 12/31/2024?**

- Yes
- No

Q2. Section 5: Annexations & Detachments

5.2. Are you reporting an Annexation or Detachment with existing (not planned) housing units for between **1/1/2024 - 12/31/2024?**

This question was not displayed to the respondent.

Q3. 5.3. Please enter the following information:

This question was not displayed to the respondent.

Q4. Section 5: Annexations & Detachments

5.4. Please report all existing Single Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q5. 5.5. Please report all existing Multi-Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q6. Section 5: Annexations & Detachments

You reported 0 total units for LAFCO #. If the total is not correct, please go back and make the corrections to the Annexations and Detachments section before proceeding with the survey.

5.6. Does have additional Annexations or Detachments with existing (not planned) housing units to report between **1/1/2024 - 12/31/2024?**

This question was not displayed to the respondent.

Q7. Section 5: Annexations & Detachments

5.7. Are you reporting an Annexation or Detachment with existing (not planned) housing units for between **1/1/2024 - 12/31/2024?**

This question was not displayed to the respondent.

Q8. 5.8. Please enter the following information:

This question was not displayed to the respondent.

Q9. Section 5: Annexations & Detachments

5.9. Please report all existing Single Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q10. 5.10. Please report all existing Multi-Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q11. Section 5: Annexations & Detachments

You reported 0 total units for LAFCO #. If the total is not correct, please go back and make the corrections to the Annexations and Detachments section before proceeding with the survey.

5.11. Does have additional Annexations or Detachments with existing (not planned) housing units to report between **1/1/2024 - 12/31/2024?**

This question was not displayed to the respondent.

Q12. Section 5: Annexations & Detachments

5.12. Are you reporting an Annexation or Detachment with existing (not planned) housing units for between **1/1/2024 - 12/31/2024?**

This question was not displayed to the respondent.

Q13. 5.13. Please enter the following information:

This question was not displayed to the respondent.

Q14. Section 5: Annexations & Detachments

5.14. Please report all existing Single Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q15. 5.15. Please report all existing Multi-Family Housing Units within the area at the time of the effective

date for LAFCO #:

This question was not displayed to the respondent.

Q16. Section 5: Annexations & Detachments

You reported 0 total units for LAFCO #. If the total is not correct, please go back and make the corrections to the Annexations and Detachments section before proceeding with the survey.

5.16. Does have additional Annexations or Detachments with existing (not planned) housing units to report between 1/1/2024 - 12/31/2024?

This question was not displayed to the respondent.

Q17. Section 5: Annexations & Detachments

5.17. Are you reporting an Annexation or Detachment with existing (not planned) housing units for between 1/1/2024 - 12/31/2024?

This question was not displayed to the respondent.

Q18. 5.18. Please enter the following information:

This question was not displayed to the respondent.

Q19. Section 5: Annexations & Detachments

5.19. Please report all existing Single Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q20. 5.20. Please report all existing Multi-Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q21. Section 5: Annexations & Detachments

You reported 0 for LAFCO #. If the total is not correct, please go back and make the corrections to the Annexations and Detachments section before proceeding with the survey.

5.21. Does have additional Annexations or Detachments with existing (not planned) housing units to report between 1/1/2024 - 12/31/2024?

This question was not displayed to the respondent.

Q22. Section 5: Annexations & Detachments

5.22. Are you reporting an Annexation or Detachment with existing (not planned) housing units for between 1/1/2024 - 12/31/2024?

This question was not displayed to the respondent.

Q23. 5.23. Please enter the following information:

This question was not displayed to the respondent.

Q24. Section 5: Annexations & Detachments

5.24. Please report all existing Single Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q25. 5.25. Please report all existing Multi-Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q26. Section 5: Annexations & Detachments

You reported 0 total units for LAFCO #. If the total is not correct, please go back and make the corrections to the Annexations and Detachments section before proceeding with the survey.

5.26. Does have additional Annexations or Detachments with existing (not planned) housing units to report between 1/1/2024 - 12/31/2024?

This question was not displayed to the respondent.

Q27. Section 5: Annexations & Detachments

5.27. Are you reporting an Annexation or Detachment with existing (not planned) housing units for between 1/1/2024 - 12/31/2024?

This question was not displayed to the respondent.

Q28. 5.28. Please enter the following information:

This question was not displayed to the respondent.

Q29. Section 5: Annexations & Detachments

5.29. Please report all existing Single Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q30. 5.30. Please report all existing Multi-Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q31. Section 5: Annexations & Detachments

You reported 0 for LAFCO #. If the total is not correct, please go back and make the corrections to the Annexations and Detachments section before proceeding with the survey.

5.31. Does have additional Annexations or Detachments with existing (not planned) housing units to report between 1/1/2024 - 12/31/2024?

This question was not displayed to the respondent.

Q32. Section 5: Annexations & Detachments

5.32. Are you reporting an Annexation or Detachment with existing (not planned) housing units for between 1/1/2024 - 12/31/2024?

This question was not displayed to the respondent.

Q33. 5.33. Please enter the following information:

This question was not displayed to the respondent.

Q34. Section 5: Annexations & Detachments

5.34. Please report all existing Single Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q35. 5.35. Please report all existing Multi-Family Housing Units within the area at the time of the effective date for LAFCO #:

This question was not displayed to the respondent.

Q36. Section 5: Annexations & Detachments

You reported 0 for LAFCO #. If the total is not correct, please go back and make the corrections to the Annexations and Detachments section before proceeding with the survey.

If you have additional Annexations or Detachments with existing (not planned) housing units to report, please email them to Housing.Survey@dof.ca.gov.

This question was not displayed to the respondent.

Q1. Section 6: Civilian Group Quarter Changes

6.1. Does have Civilian Group Quarter Changes between **1/1/2024- 12/31/2024** to report?

- Yes
- No

Q2. Section 6: Civilian Group Quarter Changes

6.2. Please list 's Civilian Group Quarter Change between **1/1/2024 - 12/31/2024**:

This question was not displayed to the respondent.

Q3. Section 6: Civilian Group Quarter Changes

6.3. Please select the type of Civilian Group Quarter Change for :

This question was not displayed to the respondent.

Q4. 6.4. Enter the total bed capacity at as of **1/1/2024**?

This question was not displayed to the respondent.

Q5. 6.5. Enter the total bed capacity at as of **12/31/2024**?

This question was not displayed to the respondent.

Q6. Section 6: Civilian Group Quarter Changes

You reported for the **1/1/2024** bed capacity and for the **12/31/2024** bed capacity. If these totals are not correct, please go back and make the corrections to the Civilian Group Quarter changes section before proceeding with the survey.

6.6. Does have additional Civilian Group Quarter Changes between **1/1/2024 - 12/31/2024** to report?

This question was not displayed to the respondent.

Q7. Section 6: Civilian Group Quarter Changes

6.7. Please list 's Civilian Group Quarter Change between **1/1/2024 - 12/31/2024**:

This question was not displayed to the respondent.

Q8. Section 6: Civilian Group Quarter Changes

6.8. Please select the type of Civilian Group Quarter Change for :

This question was not displayed to the respondent.

Q9. 6.9. Enter the total bed capacity at as of **1/1/2024**?

This question was not displayed to the respondent.

Q10. 6.10. Enter the total bed capacity at as of **12/31/2024**?

This question was not displayed to the respondent.

Q11. Section 6: Civilian Group Quarter Changes

You reported for the **1/1/2024** bed capacity and for the **12/31/2024** bed capacity. If these totals are not correct, please go back and make the corrections to the Civilian Group Quarter changes section before proceeding with the survey.

6.11. Does have additional Civilian Group Quarter Changes between **1/1/2024 - 12/31/2024** to report?

This question was not displayed to the respondent.

Q12. Section 6: Civilian Group Quarter Changes

6.12. Please list 's Civilian Group Quarter Change between **1/1/2024 - 12/31/2024**:

This question was not displayed to the respondent.

Q13. Section 6: Civilian Group Quarter Changes

6.13. Please select the type of Civilian Group Quarter Change for :

This question was not displayed to the respondent.

Q14. 6.14. Enter the total bed capacity at as of **1/1/2024**?

This question was not displayed to the respondent.

Q15. 6.15. Enter the total bed capacity at as of **12/31/2024**?

This question was not displayed to the respondent.

Q16. Section 6: Civilian Group Quarter Changes

You reported for the **1/1/2024** bed capacity and for the **12/31/2024** bed capacity. If these totals are not correct, please go back and make the corrections to the Civilian Group Quarter changes section before proceeding with the survey.

6.16. Does have additional Civilian Group Quarter Changes between **1/1/2024 - 12/31/2024** to report?

This question was not displayed to the respondent.

Q17. Section 6: Civilian Group Quarter Changes

6.17. Please list 's Civilian Group Quarter Change between **1/1/2024 - 12/31/2024**:

This question was not displayed to the respondent.

Q18. Section 6: Civilian Group Quarter Changes

6.18. Please select the type of Civilian Group Quarter Change for :

This question was not displayed to the respondent.

Q19. 6.19. Enter the total bed capacity at as of **1/1/2024**?

This question was not displayed to the respondent.

Q20. 6.20. Enter the total bed capacity at as of **12/31/2024**?

This question was not displayed to the respondent.

Q21. Section 6: Civilian Group Quarter Changes

You reported for the **1/1/2024** bed capacity and for the **12/31/2024** bed capacity. If these totals are not correct, please go back and make the corrections to the Civilian Group Quarter changes section before proceeding with the survey.

6.16. Does have additional Civilian Group Quarter Changes between **1/1/2024 - 12/31/2024** to report?

This question was not displayed to the respondent.

Q22. Section 6: Civilian Group Quarter Changes

6.17. Please list 's Civilian Group Quarter Change between **1/1/2024 - 12/31/2024**:

This question was not displayed to the respondent.

Q23. Section 6: Civilian Group Quarter Changes

6.18. Please select the type of Civilian Group Quarter Change for :

This question was not displayed to the respondent.

Q24. 6.19. Enter the total bed capacity at as of **1/1/2024**?

This question was not displayed to the respondent.

Q25. 6.20. Enter the total bed capacity at as of **12/31/2024**?

This question was not displayed to the respondent.

Q26. Section 6: Civilian Group Quarter Changes

You reported for the **1/1/2024** bed capacity and for the **12/31/2024** bed capacity. If these totals are not correct, please go back and make the corrections to the Civilian Group Quarter changes section before proceeding with the survey.

6.21. Does have additional Civilian Group Quarter Changes between **1/1/2024 - 12/31/2024** to report?

This question was not displayed to the respondent.

Q27. Section 6: Civilian Group Quarter Changes

6.22. Please list 's Civilian Group Quarter Change between **1/1/2024 - 12/31/2024**:

This question was not displayed to the respondent.

Q28. Section 6: Civilian Group Quarter Changes

6.23. Please select the type of Civilian Group Quarter Change for :

This question was not displayed to the respondent.

Q29. 6.24. Enter the total bed capacity at as of **1/1/2024**?

This question was not displayed to the respondent.

Q30. 6.25. Enter the total bed capacity at as of **12/31/2024**?

This question was not displayed to the respondent.

Q31. You reported for the **1/1/2024** bed capacity and for the **12/31/2024** bed capacity. If these totals are not correct, please go back and make the corrections to the Civilian Group Quarter changes section before proceeding with the survey.

If you have additional Civilian Group Quarter changes to report, please e-mail them to Housing.Survey@dof.ca.gov.

This question was not displayed to the respondent.

Embedded Data

City: Plumas - Balance of County

county: Plumas

datasource: Completed Housing Units

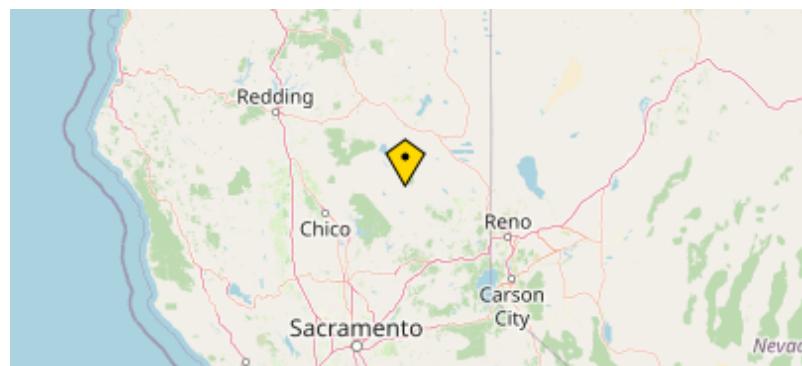
fips: 00063

SelectedCity: Balance of Plumas County (00063)

Location Data

Location: [\(39.9368, -120.9465\)](https://www.google.com/maps/place/39.9368,-120.9465)

Source: GeolP Estimation



Appendix C: Annual Housing Element Progress Report, California Department of Housing and Community Development

Please Start Here

General Information	
Jurisdiction Name	Plumas County - Unincorporated
Reporting Calendar Year	2024
Contact Information	
First Name	Tracey
Last Name	Ferguson
Title	Planning Director
Email	TraceyFerguson@countyofplumas.com
Phone	5302836214
Mailing Address	
Street Address	555 Main Street
City	Quincy
Zipcode	95971

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_03_03_25

Jurisdiction	as County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	08/31/2019 - 08/31/2024

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	3
Low	Deed Restricted	0
	Non-Deed Restricted	19
Moderate	Deed Restricted	1
	Non-Deed Restricted	12
Above Moderate		29
Total Units		64

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	47	47	2
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	6	6	1
Mobile/Manufactured Home	11	11	9
Total	64	64	12

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	64	64

Housing Applications Summary		
Total Housing Applications Submitted:		64
Number of Proposed Units in All Applications Received:		63
Total Housing Units Approved:		0
Total Housing Units Disapproved:		0

Use of SB 423 Streamlining Provisions - Applications		
Number of SB 423 Streamlining Applications		0
Number of SB 423 Streamlining Applications Approved		0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	64	63
Discretionary	0	0

Density Bonus Applications and Units Permitted		
Number of Applications Submitted Requesting a Density Bonus		0
Number of Units in Applications Submitted Requesting a Density Bonus		0
Number of Projects Permitted with a Density Bonus		0
Number of Units in Projects Permitted with a Density Bonus		0

Housing Element Programs Implemented and Sites Rezoned		Count
Programs Implemented		26
Sites Rezoned to Accommodate the RHNA		0

Jurisdiction	Plumas County - Unincorporated
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 08/31/2019 - 08/31/2024

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes		
1	2	3	4	5	6	7	8	9	10	11	12	13											
Prior APN ⁺	Current APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by Project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915 approved?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes ⁺
Summary Row: Start Data Entry Below																							
116-273-011	206 Fourth Street		24-463	ADU	O	8/21/2024	0	3	0	19	0	13	29	63	0	0		NONE	No	No	Approved	Ministerial	
102-213-003	714 Peninsula Drive		24-118	ADU	O	6/7/2024		1							1			NONE	No	No	Approved	Ministerial	
106-271-013	2839 Highway 147		24-84	ADU	O	4/24/2024		11							1			NONE	No	No	Approved	Ministerial	
112-280-002	8896 Bucks Lake Road		24-133	SFD	O	12/16/2024								1	1		NONE	No	No	Approved	Ministerial		
103-490-078	48 Vista Drive		24-774	SFD	O	10/22/2024								1	1		NONE	No	No	Approved	Ministerial		
104-281-015	3307 Cedar Lane		22-721	SFD	O	6/18/2024								1	1		NONE	No	No	Approved	Ministerial		
102-453-008	1008 Dyer View Road		24-320	SFD	O	7/31/2024								1	1		NONE	No	No	Approved	Ministerial		
102-241-005	1156 Lake Ridge Road		24-407	SFD	O	7/22/2024								1	1		NONE	No	No	Approved	Ministerial		
102-032-002	1344 Lassen View Drive		24-809	SFD	O	9/24/2024								1	1		NONE	No	No	Approved	Ministerial		
102-203-008	813 Lake Ridge Road		24-160	SFD	O	5/10/2024								1	1		NONE	No	No	Approved	Ministerial		
025-490-006	4988 Grizzly Road		24-78	SFD	O	6/4/2024								1	1		NONE	No	No	Approved	Ministerial		
110-062-015	116 Bidwell Street		24-1030	SFD	O	12/26/2024								1	1		NONE	No	No	Approved	Ministerial		
108-072-013	171 Lake Almanor West Drive		24-425	SFD	O	7/31/2024								1	1		NONE	No	No	Approved	Ministerial		
025-450-025	3120 22N05Y		24-337	SFD	O	8/12/2024								1	1		NONE	No	No	Approved	Ministerial		
110-270-018	475 Highway 89		24-1027	SFD	O	12/26/2024								1	1		NONE	No	No	Approved	Ministerial		
103-170-019	379 Bailey Creek Drive		22-1282	SFD	O	5/2/2024								1	1		NONE	No	No	Approved	Ministerial		
102-042-012	1333 Peninsula Drive		24-317	SFD	O	6/28/2024								1	1		NONE	No	No	Approved	Ministerial		
110-082-001	613 Main Street		24-426	SFD	O	9/25/2024				1					1		NONE	No	No	Approved	Ministerial		
102-271-002	651 Peninsula Drive		24-648	SFD	O	10/25/2024								1	1		NONE	No	No	Approved	Ministerial		
006-240-006	4460 Poplar Creek Road		24-535	SFD	O	8/19/2024				1					1		NONE	No	No	Approved	Ministerial		
102-562-006	834 Timber Ridge		24-59	SFD	O	4/2/2024								1	1		NONE	No	No	Approved	Ministerial		
108-272-003	306 Raccoon Trail		23-1026	SFD	O	4/5/2024								1	1		NONE	No	No	Approved	Ministerial		
110-051-006	310 Highway 89		24-862	SFD	O	11/7/2024								1	1		NONE	No	No	Approved	Ministerial		
110-051-006	310 Highway 89		24-862	ADU	O	11/7/2024	1								1		NONE	No	No	Approved	Ministerial		
102-602-003	624 West Mountain Ridge Road		24-119	SFD	O	7/8/2024								1	1		NONE	No	No	Approved	Ministerial		
102-394-007	1117 Hidden Beach Road		24-437	SFD	O	9/3/2024								1	1		NONE	No	No	Approved	Ministerial		
025-440-009	4705 Beckworth Calpine		24-815	SFD	O	11/4/2024								1	1		NONE	No	No	Approved	Ministerial		
131-310-010	934 Couds Rest		24-70	SFD	O	4/11/2024								1	1		NONE	No	No	Approved	Ministerial		
125-020-036	89 Red Dog Road		24-805	SFD	O	11/8/2024								1	1		NONE	No	No	Approved	Ministerial		
003-024-025	1854 Aristocracy Drive		24-536	SFD	O	11/12/2024								1	1		NONE	No	No	Approved	Ministerial		
108-281-001	931 Long Iron Drive		24-217	SFD	O	6/10/2024								1	1		NONE	No	No	Approved	Ministerial		
116-332-004	1775 East Main Street		24-725	SFD	O	9/16/2024								1	1		NONE	No	No	Approved	Ministerial		
123-120-032	2650 Beaver Road		24-237	SFD	O	5/20/2024								1	1		NONE	No	No	Approved	Ministerial		
131-220-016	958 Startop		24-522	SFD	O	8/21/2024								1	1		NONE	No	No	Approved	Ministerial		
106-211-005	3873 Highway 147		22-25	SFD	O	4/2/2024								1	1		NONE	No	No	Approved	Ministerial		
006-021-018	5393 Main Street		22-1333	SFD	O	6/6/2024								1	1		NONE	No	No	Approved	Ministerial		
103-110-008	45 Highwood Circle		24-272	SFD	O	6/13/2024								1	1		NONE	No	No	Approved	Ministerial		
102-132-008	1124 Peninsula Drive		24-226	SFD	O	5/30/2024								1	1		NONE	No	No	Approved	Ministerial		
100-032-011	345 Lassen Street		24-377	SFD	O	7/15/2024								1	1		NONE	No	No	Approved	Ministerial		

Jurisdiction	Plumas County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/31/2019 - 08/31/2024

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Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B

Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2								3	4
				2019	2020	2021	2022	2023	2024				
	Income Level	RHNA Allocation by Income Level	Projection Period - 01/01/2019-08/30/2019										
Very Low	Deed Restricted	5	-	-	-	-	-	-	-	-	-	-	18
	Non-Deed Restricted		-	-	-	13	-	2	3	-	-	-	
Low	Deed Restricted	3	-	-	-	-	-	-	-	-	-	-	49
	Non-Deed Restricted		1	-	2	4	8	15	19	-	-	-	
Moderate	Deed Restricted	2	-	-	-	-	-	-	1	-	-	-	123
	Non-Deed Restricted		12	1	13	26	37	21	12	-	-	-	
Above Moderate		6	19	11	30	27	29	52	29	-	-	-	197
Total RHNA		16											387
Total Units			32	12	45	70	74	90	64	-	-	-	-
		5											6
	Extremely low-income Need			2019	2020	2021	2022	2023	2024				7
Extremely Low-Income Units*		3		-	-	-	-	-	-	-	-	-	3

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Plumas County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Monitor Vacant and Underutilized Sites Inventory	The County will maintain and update an inventory of vacant and underutilized sites that are designated for residential uses. As part of its annual review of progress in implementing the Housing Element, the County will update the inventory, if necessary, to maintain an adequate supply of land consistent with California Government Code Section 65863 and to identify additional areas that may be suitable for higher-density residential development to ensure that a sufficient supply of land is available to achieve the County's RHNA and quantified objectives for moderate and lower-income households. As the Plumas Local Agency Formation Commission (LAFCo) reviews the municipal services provided within the County by the special districts, incorporate the information on services and infrastructure capacity into the inventory analysis.	Annual	As part of the 2019-2024 Housing Element update for Plumas County, adopted on October 15, 2019, the inventory of vacant and underutilized sites was updated. The vacant and underutilized sites inventory is monitored annually and updated as necessary.
Inclusionary Housing Program.	The County, in cooperation with the Plumas County Community Development Commission, will explore the adoption of a local inclusionary housing program. Inclusionary zoning ordinances require developers to include a certain percentage of rental or for-sale units that are affordable to lower-income households as a condition of development.	Explore options of an ordinance by the end of 2020; and if determined to be feasible, adopt an ordinance by the end of 2021.	No inclusionary zoning has been established.
Affordable Housing Trust Fund	The County, in cooperation with the Plumas County Community Development Commission, will assess the feasibility and, if feasible, develop an Affordable Housing Trust Fund to be used for the development of affordable housing in the County.	Assess the feasibility by 2021; and if determined to be feasible, develop by the end of 2022.	No Affordable Housing Trust Fund has been established.
Development Review and Processing Procedures	The County will continually seek to improve development review and procedures to minimize the time and/or cost required for review and project approval.	Annually, starting in June 2020.	As of June 2020, the County annually reviews development review and procedures to minimize the time and/or cost for the review and approval of a project, as well as annually reviews the Plumas County Planning and Building Services Fee Schedule. As an ongoing basis to improve development review and procedures, the Planning Department continually strives to streamline the processing and approval of projects.

Building, Planning, and Zoning Codes	As new California codes are adopted, the County will review Title 8 (Building Regulations) and Title 9 (Planning and Zoning) of the Plumas County Code of Ordinances for current compliance and adopt the necessary revisions so as to further local development objectives.	As new codes are adopted by the state.	Plumas County Planning and Building Services continually monitors newly adopted California codes to ensure compliance with California codes and further local development.
Camping Time Limit	Amend Section 9-2.405 (Camping) of the Plumas County Code to remove the camping limitation on private lands (non-camp ground use) of 120 days in a calendar year to provide for alternative affordable housing opportunities for those that need it, for example, caregivers or property owners that desire to remain on the property while under construction of a dwelling.	Amend by 2020	The amendment to Sec.9-2.405 of Plumas County Code has not occurred. However, as of February 2023, the Plumas County Planning Commission began reviewing Sec. 9-2.405 to make various amendments, one of which includes exploring amending the 120-day time limit to 180 days. Although the amendment to Sec. 9-2.405 has not occurred, the Plumas County Zoning Code permits by right in residential zones, one dwelling unit; accessory dwelling units (one attached or conversion accessory dwelling unit, one new construction detached accessory dwelling unit, and one junior accessory dwelling unit); and one additional detached dwelling unit on any parcel twice or more the minimum lot area. For parcels twice or more the minimum acreage, the accessory dwelling units are allowed for each primary dwelling on the property for a maximum potential density on a parcel of eight (8) dwelling units. Additionally, Plumas County Code includes a provision for temporary occupancy, which permits the use of a recreational vehicle, manufactured home, or other building while a permitted building is being constructed, with a maximum occupation time of 18 months (six months for the installation of a permitted manufactured home). As of February 2024, the Planning Commission began reviewing the temporary occupancy provision to extend the time limit to 24 months (18 months for a permitted manufactured home).

Provide Assistance for Persons with Developmental Disabilities	The County will work with the Far Northern Regional Center to implement an outreach program that informs families in the County about housing and services available for persons with developmental disabilities. This outreach program will also include outreach to potential developers of affordable housing.	Develop an outreach program within one year of adopting the Housing Element and implement the program within six months after it is developed.	No outreach program has been established or implemented.
Reasonable Accommodation and Housing for Persons with Disabilities	The County will adopt a written procedure to make reasonable accommodations (i.e., modifications or exceptions) in its zoning ordinance and other land use regulations and practices when such accommodations may be necessary to afford persons with disabilities, and other special needs, an equal opportunity to use and enjoy a dwelling. The County will also address financial incentives for home developers who address SB 520 (Chesbro, 2001) accessibility issues for persons with disabilities in new construction and retrofitting existing homes. Lastly, the County will review and revise, as necessary, its Zoning Ordinance to ensure the County's definition of "Family" is consistent with federal and state fair housing laws and is not a constraint on the development of housing for persons with disabilities.	Update the Zoning Ordinance by 2021.	An ordinance has not yet been completed or adopted.

Transitional and Supportive Housing and Navigation Centers	<p>Review and revise, as necessary, the Plumas County Zoning Ordinance to define and consider transitional and supportive housing a residential use permitted by right in all zones that permit residential uses, subject to only those restrictions that apply to residential uses of the same type in the same zone. In addition, the County will amend the Zoning Ordinance to allow Low Barrier Navigation Centers pursuant to Government Code Section 65660 – 65668 (AB 101, Weiner, 2019).</p>	<p>Update the Zoning Ordinance by 2021.</p>	<p>No ordinance has been completed or adopted to update the Zoning Ordinance. However, the Plumas County Zoning Code contains many by right non-discretionary processes that apply to transitional housing and supportive housing throughout the County.</p>
Accessory Dwelling Units	<p>Accessory dwelling units (ADU), or second units, can be an affordable housing option and can help meet the needs of many residents. To ensure consistency with state law concerning ADUs (AB 1866 [Wright, 2002], AB 2299 [Bloom, 2016], and SB 1069 [Wieckowski, 2016]), the County will review and revise, as necessary, its Zoning Ordinance to facilitate the development of ADUs.</p>	<p>Update the Zoning Ordinance by 2019.</p>	<p>The Zoning Ordinance was updated in May 2024 to accommodate accessory dwelling units in all zoning districts, except the Timberland Production Zone ("TPZ") where it is not allowed. Accessory dwelling units are permitted by right in all zones subject to the requirements of Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 45 Accessory Dwelling Units.</p>

Density Bonus Program	<p>State law requires that the County allow more dwellings to be built than the existing development standards allow if a developer agrees to make a certain number of dwellings available to the target income category (e.g., very low, low, and/or moderate income). This provision in state law is commonly referred to as a density bonus provision. The County should actively encourage developers to utilize the density bonus provision and develop affordable housing by providing information about the program at the Planning Department counter, on the County's website, and at applicant pre-application meetings.</p>	<p>Update the Zoning Ordinance by 2021; ongoing as projects are processed through the Planning Department.</p>	<p>No ordinance has been completed or adopted. The program will be implemented, where applicable, to development projects as projects are processed through the Planning Department.</p>
First-Time Homebuyer Program	<p>The Plumas County Community Development Commission will develop a First-Time Homebuyer Program to provide down payment assistance and closing cost assistance to low-income first-time homebuyers. Once developed, the County will refer interested households to the Plumas County Community Development Commission.</p>	<p>Develop program by 2021; then refer interested households to the Plumas County Community Development Commission as they approach the County.</p>	<p>The Plumas County Community Development Commission will create the program and will provide this program once created. The program has not, at this time, been established.</p>

Preserve Assisted Units	To ensure that assisted affordable housing remains affordable, the Plumas County Community Development Commission, in cooperation with the County, will monitor the status of all affordable housing projects and, as their funding sources near expiration, will work with owners and other agencies to consider options to preserve such units. The County and Plumas County Community Development Commission, as appropriate, will also provide technical support to property owners and tenants regarding proper procedures relating to noticing and options for preservation.	Ongoing, as projects approach expiration.	The Plumas County Community Development Commission fulfills this program, in cooperation with the County, as projects approach expiration.
Rehabilitation Program	The Plumas County Community Development Commission, in cooperation with the County, will pursue grant opportunities to reinstate a Housing Rehabilitation Program in the County that provides down payment assistance and rehabilitation services to very low- and low-income households. The Plumas County Community Development Commission, with assistance from the County as appropriate, will promote the availability of funding and resources through public outreach and collaboration with nonprofits, local realtors, lenders, and escrow companies.	Continue to apply annually for various types of grant funding as NOFAs are released.	On an annual basis, the Plumas County Community Development Commission, in cooperation with the County, actively seeks grant opportunities to provide assistance and services to low and very low income households.
Code Enforcement	The County's Code Enforcement Officer handles code enforcement issues on a complaint-driven basis and deals with a variety of issues, including property maintenance, abandoned vehicles, and housing conditions. Complaints are investigated through an established code enforcement process. An Investigative Service Request Form or Complaint Form is mandatory before a complaint is accepted for investigation. The complaint form can be submitted by mail, email, walk-in, or fax. The County will continue to use the Code Enforcement Department, as well as the Plumas County Sheriff's Office and Building Department staff, when needed, to ensure compliance.	Ongoing, as complaints received	The County continually, as complaints are received, uses the Code Enforcement Department, Sheriff's Office, and Building Department staff to ensure compliance with Plumas County Code.
Fair Housing	The County will continue to refer persons experiencing discrimination in housing to the Plumas County Community Development Commission who is the local contact and referral agency. The County and the Plumas County Community Development Commission will cooperate with neighboring jurisdictions, nonprofits, and local organizations that sponsor workshops on fair housing laws and how those who are victims of discrimination can address grievances. Provide notice and educational materials on fair housing rights and equal housing opportunity to residents of Plumas County through the Plumas County Community Development Commission's housing programs and Housing Choice Voucher Program (Section 8) applications. Continue to distribute fair housing information and instructions on how to file a discrimination complaint through resources on the Plumas County Community Development Commission's website at http://www.plumascdc.org/ and through posters and brochures available at the Plumas County Community Development Commission, County Planning Department counter, Plumas County Library branches, and PCIRC's Quincy Wellness & Family Resource Center and the Portola Family Resource Center.	Ongoing, as complaints are received	The Plumas County Development Commission provides this service. The County continues to refer people experiencing discrimination in housing to the Plumas County Community Development Commission.

Title 24 Energy Efficiency Standards	The County will continue to enforce Title 24 of the California Building Code on all development.	Ongoing	The Building Department reviews and enforces Title 24 Energy Efficiency Standards on all applicable building permits.
Energy Efficiency Programs	The County will work with utility providers (e.g., Liberty Energy, Plumas-Sierra Rural Electric Cooperative, and PG&E) and the Plumas County Community Development Commission to encourage existing income qualifying residents to participate in energy efficiency retrofit programs such as the Low Income Weatherization Program, Low Income Home Energy Assistance Program (HEAP), and Winter Rate Assistance Program (WRAP). The Plumas County Community Development Commission will consider sponsoring an energy awareness program in conjunction with utility providers in Plumas County to educate residents about the benefits of various retrofit programs.	Ongoing	The County, Plumas County Community Development Commission, and utility providers, such as PG&E, encourage residents on an ongoing basis about energy efficiency retrofit programs. The Plumas County Community Development Commission provides readily accessible energy efficiency program information on their website for Plumas County residents.
Housing Condition Survey	The County, in cooperation with the Plumas County Community Development Commission, will conduct a housing condition survey to identify areas of housing deterioration and dilapidation to determine the number of housing units in the unincorporated Plumas County area that are in need of rehabilitation or replacement.	Within the planning period	No housing condition survey has been conducted.
Employee Housing	The Plumas County Zoning Ordinance permits employee housing, meaning dwelling units or manufactured homes, by right, in the County's two agricultural zones; Agricultural Preserve (AP) and General Agriculture (GA). To comply with California Health and Safety Code Sections 17021.5 and 17021.6 the County will review and revise, as necessary, its Zoning Ordinance to ensure employee housing cannot be deemed a use that implies that the employee housing is an activity that differs in any other way from an agricultural use, and the permitted occupancy and definition of employee housing in an agricultural zone must include agricultural employees who do not work on the property where the employee housing is located.	Update the Zoning Ordinance by 2020	No update to the Zoning Ordinance has been developed or adopted.
Housing for Lower Income and Extremely Low-Income Households	The County will proactively encourage and facilitate the development of affordable housing for lower income households through actions such as providing regulatory incentives, reducing or waiving development fees, and outreach to nonprofits and affordable housing developers to assist in the application for state and federal funding sources. In addition, the Plumas County Community Development Commission, in collaboration with the County, will explore the feasibility of preserving and rehabilitating existing older (structurally sound) motels in Plumas County suitable for single-room occupancy (SRO) units.	Bi-annual review and outreach and assess the feasibility of SRO units by 2021; and if determined to be feasible, apply annually thereafter for various types of grant funding as NOFAs are released	The County encourages the development of affordable housing for lower income households and plans to actively seek housing developers for the development of affordable housing.

Emergency Shelter Development	<p>The County will amend the Zoning Ordinance to allow emergency shelters as a permitted use in the Multiple-Family Residential (M-R) zone without a conditional use permit or other discretionary review. Emergency shelters will not be subject to additional development standards, processing, or regulatory requirements beyond what applies to residential development in the M-R zone. In addition, the County will evaluate adopting development and managerial standards that are consistent with California Government Code Section 65583(a)(4).</p>	Update the Zoning Ordinance by 2019	<p>The Zoning Ordinance was updated in October 2019 to accommodate emergency shelters in the Multiple-Family Residential zone (M-R). Emergency shelters in the M-R zone are a use permitted by right and does not require discretionary review.</p>
Housing Choice Voucher Program	<p>The Plumas County Community Development Commission, in cooperation with the County, will continue to manage the Housing Choice Voucher Program (Section 8) for Plumas, Lassen, Sierra, and Tehama counties to assist eligible tenants by paying a portion of the rent to a landlord for a privately leased unit. Promote the Housing Choice Voucher Program and distribute program information through resources on the Plumas County Community Development Commission website at http://www.plumascdc.org/ and through posters and brochures available at the Plumas County Community Development Commission, County Planning Department counter, and Plumas County Library branches.</p>	Ongoing, and resolution as needed	<p>The Plumas County Community Development Commission provides this service (Section 8).</p>
Water and Sewer Infrastructure	<p>In cooperation with special districts, the Plumas County Community Development Commission will continue to seek funding for water and sewer infrastructure repairs, upgrades, and new facilities.</p>	Continue to apply as NOFAs are released	<p>The Plumas County Community Development Commission provides this service.</p>
Community Development Block Grant Funding	<p>The County will support the Plumas County Community Development Commission when applying for Community Development Block Grant (CDBG) program funding.</p>	Ongoing, as NOFAs are released	<p>The Plumas County Community Development Commission fulfills this program and the County provides support to the Plumas County Community Development Commission as opportunities arise.</p>
Mobile Home Parks	<p>The County, in coordination with HCD, will review and evaluate the housing conditions of tenants of mobile home parks and identify strategies to address the needs, as appropriate, including seeking technical assistance and financial resources from HCD.</p>	Review, annually	<p>The Plumas County Housing Element was updated at the end of 2019; therefore, no review and evaluation has been conducted for mobile home parks in Plumas County.</p>

Jurisdiction	Las County - Unincorporated
Reporting Year	2024 (Jan. 1 - Dec. 31)

**ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)**

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	3
Low	Deed Restricted	0
	Non-Deed Restricted	19
Moderate	Deed Restricted	1
	Non-Deed Restricted	12
Above Moderate		29
Total Units		64

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	3
Low	Deed Restricted	0
	Non-Deed Restricted	19
Moderate	Deed Restricted	1
	Non-Deed Restricted	12
Above Moderate		29
Total Units		64

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	1
Low	Deed Restricted	0
	Non-Deed Restricted	9
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		2
Total Units		12



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: April 1, 2025

SUBJECT: **11:00 AM. PUBLIC HEARING.** Introduce and waive the first reading of an ORDINANCE, Staniger Zone Change (ZC 9-23/24-01) Zoning Ordinance, approved as to form by County Counsel; Roll call vote.

Recommendation:

1. Receive Planning Commission Resolution Number 2025-01 and staff report on the proposed Zone Change; and
2. Introduce and waive the first reading of the Zoning Ordinance; and
3. Open the public hearing and receive public comment; and
4. Continue the public hearing to the next regularly scheduled Board of Supervisors meeting on April 8, 2025, for consideration of adoption of the proposed Zone Change by Board of Supervisors Resolution and Zoning Ordinance.

Background and Discussion:

SEE ATTACHED STAFF REPORT

Action:

1. Receive Planning Commission Resolution Number 2025-01 and staff report on the proposed Zone Change; and
2. Introduce and waive the first reading of the Zoning Ordinance; and
3. Open the public hearing and receive public comment; and
4. Continue the public hearing to the next regularly scheduled Board of Supervisors meeting on April 8, 2025, for consideration of adoption of the proposed Zone Change by Board of Supervisors Resolution and Zoning Ordinance.

Fiscal Impact:

Planning Department Fee Schedule: \$1,325.00 paid by applicant for Zone Change application fees.

Attachments:

1. Staff Report_ Staniger_ZONE CHANGE_BOS_4.1.25



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director

MEETING DATE: April 1, 2025

SUBJECT: 11:00 AM. PUBLIC HEARING. Introduce and waive the first reading of an ORDINANCE, Staniger Zone Change (ZC 9-23/24-01) Zoning Ordinance, approved as to form by County Counsel

PROPERTY OWNER/
APPLICANT Jason and Nicole Staniger, property owner/applicant

PROJECT LOCATION: 7398 Highway 147, Lake Almanor, unincorporated Plumas County, California;
Assessor Parcel Number (APN) 106-010-004-000;
Township 28 North/Range 8 East/Section 21, MDM

BACKGROUND:

Jason and Nicole Staniger, property owner/applicant, submitted a Zone Change application (Exhibit 1) on July 18, 2023, to add the Farm Animal Combining Zone ("F") to the parcel located at 7398 Highway 147, Lake Almanor, Plumas County, APN 106-010-004-000.

The property owners/applicants state the following on the application as the reason for requesting the Zone Change:

"We would like the zoning to allow for a limited number of farm animals to be used for personal use and 4-H educational use for our children. We think that the ample size of this parcel to be more than adequate for this to be done with only positive impacts on the land and environment (including increasing fire safety by using small animals to manage the understory growth)."

The subject property has a primary zoning of Suburban ("S-1"), which allows for the "animal husbandry, small animals" use (Plumas County Code (PCC) Sec. 9-2.210) for the care and raising of "hoofless livestock" (e.g., chickens, rabbits, turkeys) for the personal use of residents of the property and 4-H market projects.

On January 16, 2025, Planning staff conducted a site visit with Nicole Staniger, property owner/applicant, and was informed that the desire is for the keeping and pasturing of horses, goats, and pigs on the property.

Horses, goats, and pigs are considered "hoofed livestock" and would be categorized under a "animal husbandry, large animals" use (PCC Sec. 9-2.209).

The "S-1" parcel zoning does not allow the large animal husbandry use; therefore, the property owners/applicants applied for the Zone Change to add the "F" combining zone to allow both the small and large animal husbandry uses.

As a result of the Planning staff's conversations with the applicant on January 16, 2025, pursuant to the Zone Change Exhibit "A" map (Exhibit 2) the proposal is for a 9.0-acre portion of the 16.93-acre parcel to have the "F" combining zone added.

Information from the applicant/owner provided to Planning staff generally determined that the percent slope of the 9.0-acre portion proposed to have the "F" combining zone ranges from 15% to 20%, with the road/driveway being between 10% and 15%. With that said, there are flat and level areas that have been graded for a homesite and barn area and other areas for the hoofed livestock are flat and level for grazing.

More specifically, parcels to the north are zoned Recreation ("Rec-1"), and Suburban ("S-1"); to the east are railroad tracks and parcels zoned Suburban ("S-1") and Rural 20-acre ("R-20"); to the south are parcels zoned Suburban ("S-1"); and to the west are parcels zoned Periphery Commercial ("C-2"), Recreation Commercial ("R-C"), and Suburban ("S-1").

The areas to the west of the subject property that are zoned "S-1" are developed with dwelling units, wells, and septic and leach field systems. To mitigate for the keeping and pasturing of "hoofed livestock" near the adjoining residences, the applicant is incorporating a 150-foot buffer along the western property line between the "F" combining zone "large animal husbandry" use and the "S-1" zoned parcels that front Highway 147 to ensure that "hoofed livestock" would be kept away from adjoining residences, wells, and septic and leach field systems.

The California Department of Water Resources, water well standards (Bulletins 74-81 and 74-90 combined) Part II Water Well Construction, Section 8 Well Location with Respect to Contaminants and Pollutants, Section A (Separation), states: All water wells shall be located an adequate horizontal distance from known or potential sources of pollution and contamination. Such sources include, but are not limited to: ... "barnyard and stable areas," continuing, "the following horizontal separation distances are generally considered adequate where a significant layer of unsaturated, unconsolidated sediment less permeable than sand is encountered between ground surface and groundwater. These distances are based on present knowledge and past experience. Local conditions may require greater separation distances to ensure groundwater quality protection."

Potential Pollution or Contamination Source	Minimum Horizontal Separation Distance Between Well and Known or Potential Source
Animal or fowl enclosure	100 feet

2035 GENERAL PLAN AND ZONING ANALYSIS:

The proposed Zone Change is to add the Farm Animal Combining Zone ("F") to the existing APN 106-010-004-000, which has a primary zoning of Suburban ("S-1") and a 2035 General Plan land use designation of "Suburban Residential."

The Suburban Residential land use designation is defined in Table 1-3, *Land Use Designations and Permissible Densities*, of the 2035 General Plan as:

"The Suburban, Secondary Suburban and Rural Residential designation allows for single family homes at lower densities than Single or Multiple Family Residential. In addition to miscellaneous compatible uses, these designations allow a range of limited agriculturally-oriented uses, such as horticulture, and keeping of farm animals."

Pursuant to Sec. 9-2.1502, *Uses*, of Plumas County Code, Suburban zoning permits the following uses by right and with a special use permit:

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

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

- (1) One dwelling unit, including additional quarters; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area;*
- (1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and*
- (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, home businesses, **small animal husbandry**, and horticulture.*

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

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

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

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

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

The "S-1" zoning allows for a variety of uses, including small animal husbandry, which, pursuant to PCC Sec. 9-2.210, is defined as:

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

The small animal husbandry use allows for the keeping of small, hoofless livestock such as chickens, rabbits, and turkeys. Small animal husbandry does not include animals that have hoofs such as goats, horses, cows, and pigs. The applicant desires to keep horses, goats, and pigs, which are hoofed livestock.

Pursuant to PCC Sec. 9-2.209 the large animal husbandry use is defined as:

"Animal husbandry, large animals" shall mean the care and raising of hoofed livestock for the personal use of residents of the property, 4-H market and breeding projects, except horses, cows, and pigs, and the care and raising of horses, cows, and pigs at the ratio of two (2) animals with their young (one year old or less) for the first acre of property and one additional animal for each additional one-half (½) acre. Horses, cows, or pigs may not be kept on parcels smaller than one acre."

To allow the keeping and pasturing of hoofed livestock, the zoning must allow the "animal husbandry, large animals" use.

The Farm Animal Combining Zone (“F”) is a secondary zoning that allows for the following uses:

Sec. 9-2.4002. - Uses (F).

(a) The following uses shall be permitted in the Farm Animal Combining Zone (F):

(1) Small animal husbandry; and

(2) Large animal husbandry.

The “F” combining zone would allow for the keeping and pasturing of hoofed and hoofless livestock.

Therefore, the addition of the “F” combining zone is compatible with the Suburban Residential 2035 General Plan land use designation as it allows for the agriculturally oriented use of the keeping and pasturing of farm animals.

Pursuant to the Zone Change Exhibit “A” map (Exhibit 2), the proposal is for a 9.0-acre portion of the 16.93-acre parcel to have the “F” combining zone added, which could result in the care and raising of hoofed livestock, as defined under the above stated ratios, by acre and $\frac{1}{2}$ acre of property, and specifically for the subject property at 9.0 acres of the “F” combining zone would allow no more than two (2) animals with their young (one year old or less) for the first acre and an additional 16 animals for the remaining 8 acres, totaling no more than 18 hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less).

2035 GENERAL PLAN POLICY EVALUATION:

The following are the relevant policies from the 2035 Plumas County General Plan:

Policy	Brief Policy Description	Complies	Staff Comment
Public Health and Safety (PHS) Element Policy 6.8.3 Support for Local, Organic, and Grass Fed Agriculture	The County shall encourage and protect a variety of local ecologically sound agricultural practices as a way to increase on-farm income, diversify Plumas County agricultural production, and provide a healthy, secure food source for local supply that complies with accepted public health and safety standards.	Yes	The property owner's use of the "F" combining zone designated lands would include the seeding of the pastures with a specific grass seed mix and the animals kept on the property would be rotated between pastures to ensure no overgrazing of the land. In not overgrazing the land, it would ensure the availability of the food source for the livestock, which would result in a consistent growth of the livestock and food source production for the property owner.
Public Health and Safety (PHS) Element Policy 6.8.5 Community Food Security	Encourage countywide nutrition self-reliance and resiliency. Direct the development of policy that creates robust and just food systems in the County.	Yes	Allowing the keeping and pasturing of any type of farm animal on the property would allow and ensure the property owner's ability to be self-reliant and resilient in relation to their food source by having the ability to produce their own food such as meat and milk. Additionally, should the property owner elect to do so, there is potential for the property owner, through obtaining the applicable permits from, for example, the Environmental Health Department, to contribute to the food system of Plumas County with products they may produce from agricultural operations on the property.
Agriculture and Forestry (AG/FOR) Element Policy 8.4.1 Healthy Local Food Supply	Encourage and protect local, organic, grass-fed and/or ecologically sound agricultural practices to increase on-farm income and provide for a healthy local supply of food.	Yes	During Planning staff's site visit to the property on January 16, 2025, the property owner/applicant explained the proposed agricultural operation entailing the seeding of the pastures and that the animals kept on the property would be rotated between pastures to ensure no overgrazing of the land.

PLANNING COMMISSION PUBLIC COMMENTS RECEIVED:

Upon receipt of the Zone Change application, neighboring property owners within three hundred (300) feet of the proposed project were notified by mail of the application. One (1) comment was received by phone from a neighboring property owner inquiring about the purpose of the Zone Change. Planning staff responded by email on October 10, 2023 (Exhibit 3) and provided the commenter with the applicable portions of Plumas County Code for the "S-1" primary zoning and "F" combining zone.

On March 10, 2025, the 10-day public hearing notice for the meeting of the Planning Commission to be held on March 20, 2025, was posted and sent to the neighboring property owners within three hundred (300) feet of the proposed project.

As of the preparation of the Planning Commission staff report, the following comments were received as a result of the notification of the Planning Commission public hearing:

- On March 13, 2025, the Planning Director received a phone call from a property owner within 300 feet of the proposed project inquiring whether the introduction of livestock would be an attractant to wildlife predators.
 - Planning staff, Tracey Ferguson, Planning Director, responded on March 13, 2025, verbally over the phone; providing the property owner with information from the County Agricultural Commissioners Office that livestock can act as an attractant to small and large wildlife predators and proactive preventative measures such as height of fencing, electric fencing, type of materials used for fencing, and providing for predator-resistant locked shelter for the livestock at night would help in mitigating.
- On March 13, 2025, the Planning Director received an email (Exhibit 13) from a property owner within 300 feet of the proposed project stating: *"We received the letter in the mail yesterday regarding the hearing. We only get 8 days advance notice for this meeting?? Why such short notice?? We will be out of town next week so can't attend which does NOT seem fair. This meeting needs to be delayed so the neighbors have time to discuss what we would like to do for this significant change being suggested for our neighborhood."*
 - Planning staff, Tracey Ferguson, Planning Director, responded on March 13, 2025, in an email, communicating that the comment would be provided to the Planning Commission for consideration in making a recommendation on the Zone Change to the Board of Supervisors, and that pursuant to the California Government Code, the Planning Commission March 20, 2025, public hearing was properly noticed 10-days in advance to property owners within 300 feet of the parcel. Continuing, Director Ferguson stated that the property owner can call her or if provided with a phone number, Planning staff can call the property owner to have a conversation about the questions and/or concerns, and/or public comments, either over the phone, or in writing prior to the Planning Commission public hearing on March 20, 2025. Any comments provided would be read aloud to the Planning Commission for their consideration, including the request to delay their decision to allow for more time for neighbors to discuss the proposed project.
 - On March 14, 2025, the Planning Director received an email response, stating: *"Our main concern is the number of animals that this change would allow - could you please send me the exact and type of animals that would be allowed under the proposed zone change? I believe when I talked to you earlier you mentioned the owners were interested in animals for 4H which would likely be a small amount. Could the proposed changes be capped to a lesser number of animals more in line with what the owners are considering? Also - if this property is sold will these proposed changes stay in effect? If so - the new owners could have a large herd even if that wasn't the intention of this zone change."*

Our next door neighbor is likely going to attend the March 20 meeting, I sure wish we could be there as well instead of just writing a letter - definitely won't have the same effect. I prefer to do this by email so I have a record of our 'discussion'.

- On March 14, 2025, the Planning Director responded, in an email, communicating: 1) The proposed Zone Change action is to add approximately 9.0 acres of the Farm Animal Combining Zone ("F") to the approximately 16.93-acre Suburban ("S-1") parcel zoning. The "F" combining zone allows for both small and large animal husbandry, as defined in County Code:

--"Animal husbandry, small animals shall mean the care and raising of hoofless livestock for the personal use of residents of the property and 4-H market projects." This means animals like chickens, rabbits, and turkeys, and other hoofless livestock. "Animal husbandry, large animals" shall mean the care and raising of hoofed livestock for the personal use of residents of the property, 4-H market and breeding projects, except horses, cows, and pigs, and the care and raising of horses, cows, and pigs at the ratio of two (2) animals with their young (one year old or less) for the first acre of property and one additional animal for each additional one-half ($\frac{1}{2}$) acre. Horses, cows, or pigs may not be kept on parcels smaller than one acre." The proposal is for a 9.0-acre portion of the 16.93-acre parcel to have the "F" combining zone added, which could result in the care and raising of hoofed livestock, as defined under the above stated ratios, by acre and $\frac{1}{2}$ acre of property, and specifically for the subject property at 9.0 acres of the "F" combining zone would allow no more than two (2) animals with their young (one year old or less) for the first acre and an additional 16 animals for the remaining 8 acres, totaling no more than 18 hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less).

2) The proposed "F" combining zone must follow the definition of "Animal husbandry, large animals" as described above. Any deviation of that definition, with the stated ratios of animals to acres, would require an amendment to the Plumas County Code, to amend the definition, which would be a separate process.

3) The "F" combining zone is applied to the parcel, not the applicant/owner, and runs with the land.

4) Any subsequent ownership of the parcel would be required and held to the same standard under the Plumas County Code definition of animal husbandry, large animals, for the proposed "F" combining zone 9.0-acre area, allowing no more than 18 hoofed livestock, including two (2) of those animals being allowed, with their young (one year old or less).

- On March 16, 2025; March 17, 2025; and March 19, 2025, nine (9) commentors provided letters and/or emails to Tracey Ferguson, Planning Director, concerning the project.
 - See Exhibit 14 (Public Comment Exhibit provided to Planning Commission at March 20, 2025 Public Hearing) to read each comment.
- The Planning Commission held a properly noticed public hearing on March 20, 2025, for the Zone Change (ZC 9-23/24-01) and received testimony, as follows:
 - Nicole Staniger (property owner/applicant) statement (Exhibit 15) read aloud.
 - A public commenter (Craig Finta) stated that he has been living on his property since 1958. He stated that he has no adversity towards the 4-H program. He stated that he, his wife and his son own a company called Finta Enterprises, formerly known as Finta Hay services. He stated that the company delivers hay and composts manure. He stated that he is familiar with the consequences of composing manure. He stated that code enforcement issues are slow processes. He stated

that sometimes it takes months to correct the problem. He stated that he agrees that the soil permeates great, except in intense thunderstorms. He stated that he is familiar with predators, and that the coyotes have increased in intensity. He stated that he has seen a mountain lion and that his neighbor has seen a wolf. He stated that farm animals bring in predators. He stated that he believes that the scope of what the applicant wants to accomplish can be done without a zone change. He stated that the Commission should find a balance and give the applicant what they want without permanently rezoning the property.

- A public commentor (Cody Clayton) stated that he has lived in Plumas County for 25 years. He stated that Plumas County is one of the last great places that hasn't been ruined by California. He stated that we are forcing people to ask permission to feed themselves through this process. He stated that he hopes that we can find a way through this.
- A public commentor (Leslie Finta) stated that she wanted to thank the applicant for sharing her plan. She stated that she came to the meeting without knowing exactly what was being planned. She stated that she loved the sustainability comments. She stated that she is concerned about the hotwire fence because she has grandchildren visit. She inquired about what would happen if a child touched the fence. Continuing, Leslie Finta stated that she also appreciated the forest thinning behind her property. She stated that if she had a choice between houses and animals that she would pick the animals.
- Nicole Staniger (property owner/applicant) stated that she wanted to address the issue of smell and flies because it came up in every comment. She stated that the prevailing winds off lake Almanor blows to the North and East away from the neighboring properties. She stated that the properties are all within 700 feet of the railroad tracks, where trains run all day and night.

Additionally, Jason and Nicole Staniger (property owner/applicant) sent a letter to the neighboring property owners on March 24, 2025 (Exhibit 16).

AGENCY COMMENTS RECEIVED:

Upon receipt of the complete Zone Change application, the project information was sent out to various agencies for review. During the 30-day review period, the comments received are listed on the following page.

These comments are being provided in this staff report for informational purposes.

Conditions of approval cannot be applied to a Zone Change. Plumas County Code, Title 9, Planning and Zoning specifies various zones created for the purpose of allowing land uses and densities consistent with the General Plan and establishing certain requirements. The Zone Change project application analysis is focused on compliance with 2035 General Plan policy, in addition to local, regional, state, and federal regulatory standards and regulations.

1. California Department of Forestry and Fire Protection (Exhibit 4):

"No comment."

2. Hamilton Branch Community Services District (HBCSD) (Exhibit 5):

"I [Michael Saitone, General Manager] have no comment due to the distance from my office and the parcel."

3. Plumas County Engineering Department (Exhibit 6):

"Engineering has no comments on this project, thank you for your consideration!"

4. Plumas County Public Works Department (Exhibit 7):

"PCPW has no comment on this Zone Change application."

5. Northern Sierra Air Quality Management District (NSAQMD) (Exhibit 8):

"No comment."

6. Plumas County Environmental Health Department (Exhibit 9):

"Approves subject to:

Pursuant to Plumas County Code Sec. 6-10.117 – Animal Waste

- No person who owns or controls land shall allow any animal waste, including manure, urine, and defecations, to accumulate on the land and cause a public or private nuisance or a danger to public health, such as fly-breeding conditions and offensive odors.*
- Any person owning or controlling land upon which animals are confined in pens, kennels, stalls, fenced residential back yards, or other small areas shall remove animal waste and dispose of it in an approved manner at least three (3) times each week, or more frequently if so ordered by the Plumas County Department of Environmental Health."*

This comment is being provided in the staff report for informational purposes and no conditions can be applied to a Zone Change. Plumas County Code Sec. 6-10.1117 – Animal Waste must be complied with, as existing County Code.

7. California Department of Transportation (Caltrans) (Exhibit 10):

"Thank you for the opportunity to review and comment on the proposed Zone Change at 7398 Hwy 147, Hamilton Branch. Caltrans District 2 has no comments with the project as currently proposed. Thank you again."

8. Pacific Gas and Electric (PG&E) (Exhibit 11):

"Our review indicates your proposed improvements do not appear to directly interfere with existing PG&E facilities or impact our easement rights...If the project requires PG&E gas or electric service in the future, please continue to work with PG&E's Service Planning Department: <https://www.pge.com/cco/>."

9. Plumas and Sierra County Office of the Agricultural Commissioner/Sealer of Weights and Measures (Exhibit 12):

"I [Willo Viera, Agricultural Commissioner] do not see a problem with granting a farm overlay with almost 9 acres of useable land."

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The project is recommended to be exempt from the requirements of CEQA under Guidelines Section 15061(b)(3) because after conducting the initial environmental evaluation for the project, which showed no potential adverse effects on the environment, it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. Further, local, regional, state, and federal regulatory standards and regulations, would serve to address potential environmental effects.

PROCEDURE:

Pursuant to Plumas County Code Sections 9-2.905 and 9-2.906, the Planning Commission's duties include providing recommendations to the Board of Supervisors on zoning code changes after holding a properly noticed public hearing. The Planning Commission is charged with rendering a decision on the Zone Change in the form of a written recommendation (Resolution) to the Board of Supervisors as pursuant to Plumas County Code Sections 2-2.107 and 2-2.108. Once the Planning Commission has made a recommendation, the Board of Supervisors would then hold a public hearing and take action on the Zone Change application.

The Planning Commission held a properly noticed public hearing on March 20, 2025, for the Zone Change (ZC 9-23/24-01) and received testimony from all interested parties. Planning Commissioner comments, during the March 20, 2025 public hearing, were as follows:

- Commissioner West (District 5) inquired about the rules and regulations on noticing the public. Director Ferguson stated that per government code, it is a ten (10) day public notice mailed to the property owners within 300 feet of the parcel. She stated that this hearing was noticed on March 10, 2025.
- Commissioner Lewis (District 4) stated that the idea of a homestead is to be sustainable. He stated that he has to think about the land in perpetuity. He stated that someone could move in and want to put horses or cattle. He stated that it does not seem like an appropriate location for cattle or horses for any kind of profit.
- Commissioner Spencer (District 1) stated that it is clear that the project is not for commercial use. She stated that it was enlightening to hear what the applicant has planned for the property. She stated that because the zoning is in perpetuity with the land, that the worst case scenario needs to be considered. She stated that she feels confident in the inspections and the rigor regarding CEQA investigation. She stated that she is confident that it would not inspire someone to have 18 head on the property. She stated that she appreciates the forest thinning promoting safety in that small area. Continuing, Spencer stated that commercial would be a code violation. She stated that 4-H and FFA are not commercial endeavors. Director Ferguson read aloud Section 9-2.209 Animal Husbandry, Large. "...for the personal use of residents of the property..."
- Commissioner Montgomery (District 3) stated that he lives in the vicinity and had visited the property recently. He stated that the 19 percent grade is very significant. He stated that he agrees with the applicants' plans. He stated that his concern is with the perpetual nature of the zone change. He stated that he knows what the Environmental Health Department has said about the proximity to wells. He stated that he doesn't know what the slope of the property does to the aquifer underneath. He said that if there ends up being 18 cows on the property that the potential for E. coli is a "what if." He stated that his bigger concern has to do with someone buying the land with S-1 zoning and then wanting it to have an F combining zone. He stated that it would be a radical change of use. He stated that we are looking at the question of Right to Farm, and that in a way, this is the flip flop where property owners have the right first, and not the farm. Continuing, Commissioner Montgomery stated that it seems like the noise, odors, and flies are being kicked down the road to Code Enforcement. He stated that it would invite a lot of nuisance complaints.

Planning Commission Resolution Number P.C. 2025-01 was duly passed and adopted by the Plumas County Planning Commission on March 20, 2025, by a roll call vote of 3 YES (West, Spencer, Lewis); 1 NO (Montgomery); and 1 ABSENT (Hoffman Stout); recommending the Board of Supervisors find the Zone Change approval by Ordinance exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) and adopt the Zoning Ordinance approving the Zone Change.

ACTIONS FOR CONSIDERATION:

Staff recommends the Board of Supervisors:

1. Receive Planning Commission Resolution Number 2025-01 (Exhibit 17) and staff report on the proposed Zone Change; and
2. Introduce and waive the first reading of the Zoning Ordinance (Exhibit 18); and
3. Open the public hearing and receive public comment; and
4. Continue the public hearing to the next regularly scheduled Board of Supervisors meeting on April 8, 2025, for consideration of adoption of the proposed Zone Change by Board of Supervisors Resolution (Exhibit 19) and Zoning Ordinance.

EXHIBITS:

1. Zone Change Application Submitted July 18, 2023
2. Zone Change Exhibit "A" Map
3. Public Comment response sent October 10, 2023
4. Email from Alan Thornhill, Fire Captain, California Department of Forestry and Fire Protection dated April 18, 2024
5. Email from Michael Saitone, General Manager, Hamilton Branch Community Services District, dated April 20, 2024
6. Email from Evan Hasse, Senior Engineering Technician, Plumas County Engineering, dated April 22, 2024
7. Email from Jim Graham, Principal Transportation Planner, Plumas County Public Works Department, dated April 22, 2024
8. Email from Melissa Klundby, Air Pollution Control Specialist, Northern Sierra Air Quality Management District, dated April 22, 2024
9. Memorandum from Pat Sanders, Environmental Health Specialist, Plumas County Environmental Health, dated April 29, 2024
10. Email from Michael Battles, LDR Coordinator, California Department of Transportation, dated May 1, 2024
11. Letter from Pacific Gas & Electric (PG&E) dated May 3, 2024
12. Email from Willo Viera, Agricultural Commissioner, Plumas and Sierra Counties Office of Agricultural Commissioner/Sealer of Weights and Measures, dated March 10, 2025
13. Email from property owner within 300 feet of the proposed project
14. Public Comment Exhibit provided to the Planning Commission at the Public Hearing on March 20, 2025
15. Nicole Staniger (applicant/owner) statement read aloud at the Planning Commission Public Hearing on March 20, 2025
16. Jason & Nicole Staniger (applicant/owner) letter to neighbors, sent March 24, 2025
17. Planning Commission Resolution Number P.C. 2025-01 duly passed and adopted on March 20, 2025
18. Zone Change Zoning Ordinance, Staniger Zone Change (ZC 9-23/24-01) Ordinance No. 2025-_____
19. Board of Supervisors Resolution No. 2025-_____ 2025 Spring, Plumas County Zone Change, Staniger ZC 9-23/24-01

DEPARTMENTAL USE ONLY
Initial Completeness Verified by T.F. 9/5/23
Date Rec'd 7/18/23
Receipt No. \$ 1,325.00
File No. ZC 9-23/24-61

ZONE CHANGE

Instructions to applicant (s):

1. Complete the form and mail or take to: Planning & Building Services
555 Main Street
Quincy, CA 95971
2. Pay the filing fee set forth in the fee schedule (attached).
3. Make the check payable to Planning & Building Services.

APPLICATION FOR:

ZONE CHANGE

Petition by property owner, or
 Resolution of intention requested

A. Applicant (s)

Name JASON + NICOLE STANGER

Mailing Address PO Box 1840, WESTWOOD CA 96137

Telephone 530-520-8682

B. Owner (s)

Name Same

Mailing Address _____

Telephone _____

C. Property

Street Address 7398 Hwy 147, Lake Almanor CA 96137

Nearest Town Hamilton Branch? CHESTER/CLEAR CREEK

Assessor's Parcel Number(s) 106-010-004-000 Acreage 16.59

D. Applicants Interest in Property

OWNER

OWNER'S AGENT

OTHER (Specify) _____

Use additional sheets of paper as necessary to complete the information requested.

EXISTING ZONING "S-1"

PROPOSED ZONING "S-1" COMBINING ZONE "F"

REASON FOR REQUEST WE WOULD LIKE THE ZONING TO ALLOW FOR A LIMITED NUMBER OF FARM ANIMALS TO BE USED FOR PERSONAL USE AND 4-H EDUCATIONAL USE FOR OUR CHILDREN. WE THINK THAT THE AMPLE SIZE OF THIS PARCEL TO BE MORE THAN ADEQUATE FOR THIS TO BE DONE WITH ONLY POSITIVE IMPACTS ON THE LAND AND ENVIRONMENT (INCLUDING INCREASING FIRE SAFETY BY USING SMALL ANIMALS TO MANAGE THE UNDERSTORY GROWTH).
SUPPORTING INFORMATION

JUST SOUTH OF OUR PROPERTY THERE ARE PARCELS/PROPERTIES THAT HAVE THE COMBINED "F" ZONING (ON SALEM RD). ADDITIONALLY, SINCE OUR PROPERTY BACKS UP TO SIERRA PACIFIC LAND ON THE EAST BORDER, THE IMPACT TO NEIGHBORING PROPERTIES WOULD BE MINIMAL, IF ANY.

If this application for a General Plan Amendment within the Sierra Valley Groundwater Management District, attach a groundwater supply evaluation which meets the standards of that district.

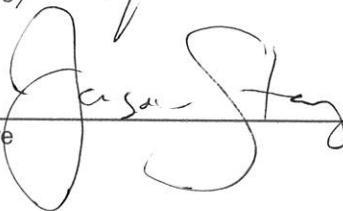
CERTIFICATE AND WAIVER

I, the applicant, certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided herein; and I, as an owner of the property affected by this amendment, petition for this amendment.



Signature

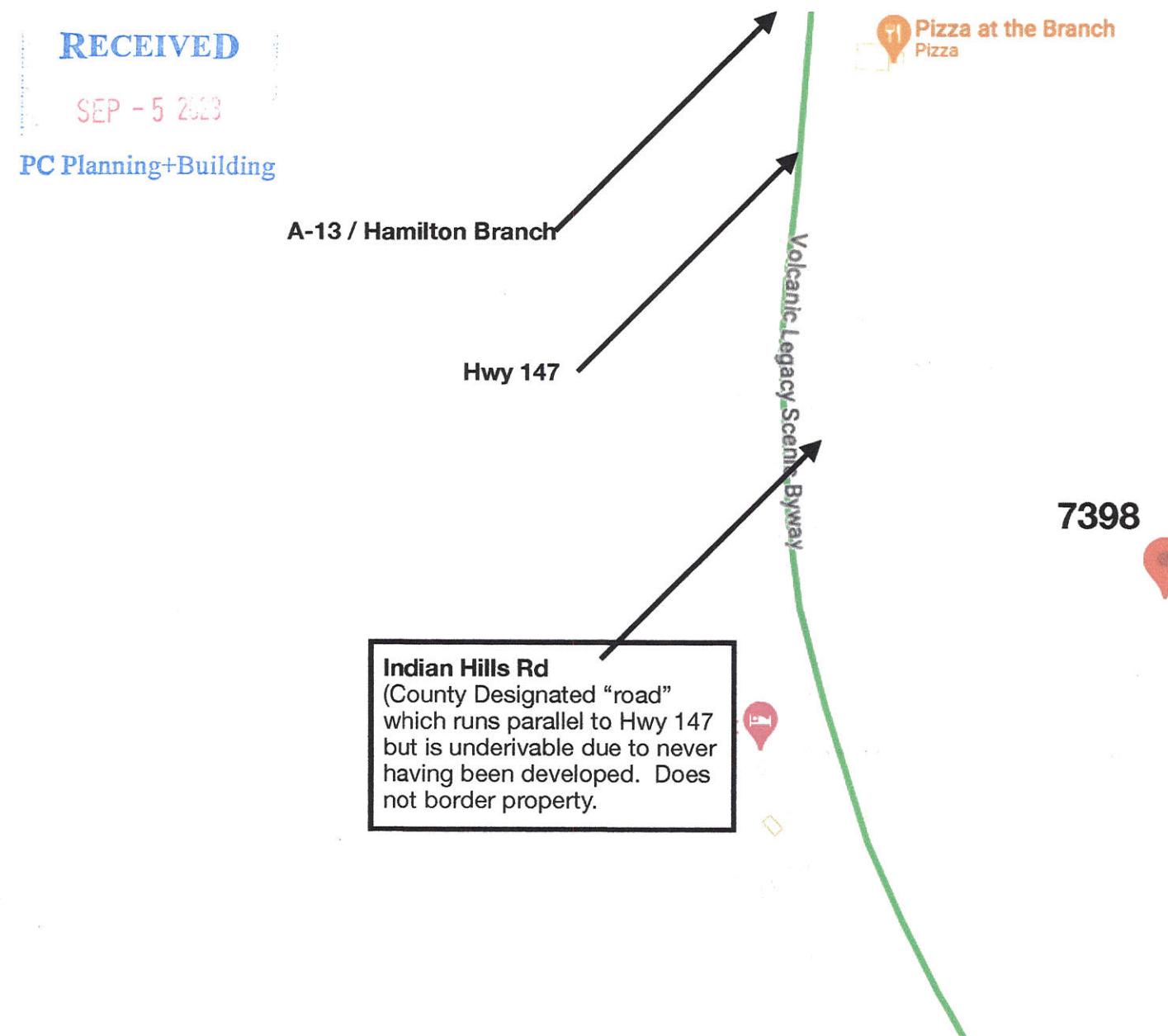
Date 7-10-23

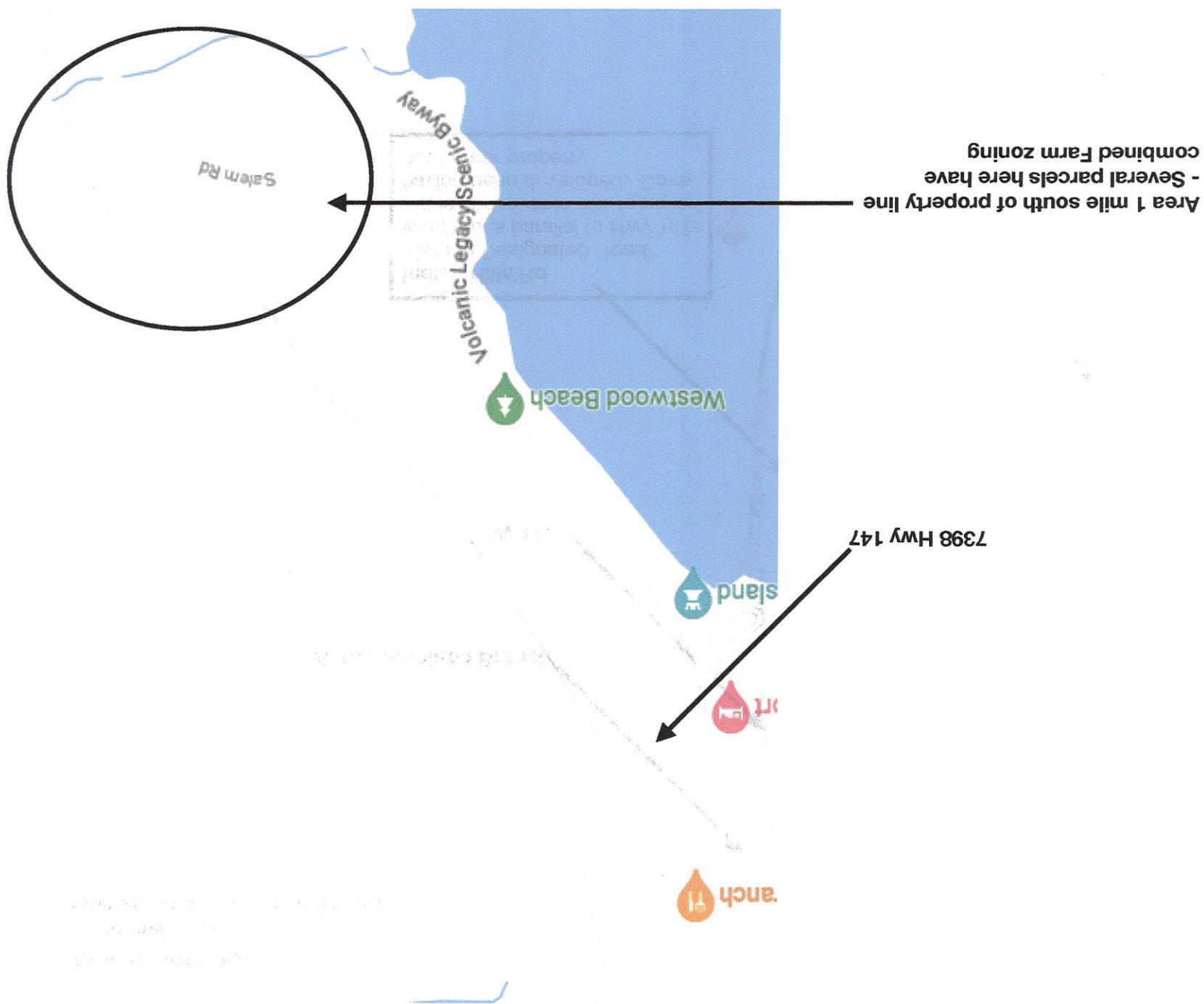


Signature

Date 7-10-23

APN 106-010-004
7398 Hwy 147
Owner: Jason & Nicole Staniger







APN: 106-010-004
 Address: 7398 Hwy 147, Lake Almanor CA 96137
 Owners: Jason and Nicole Staniger

RECEIVED

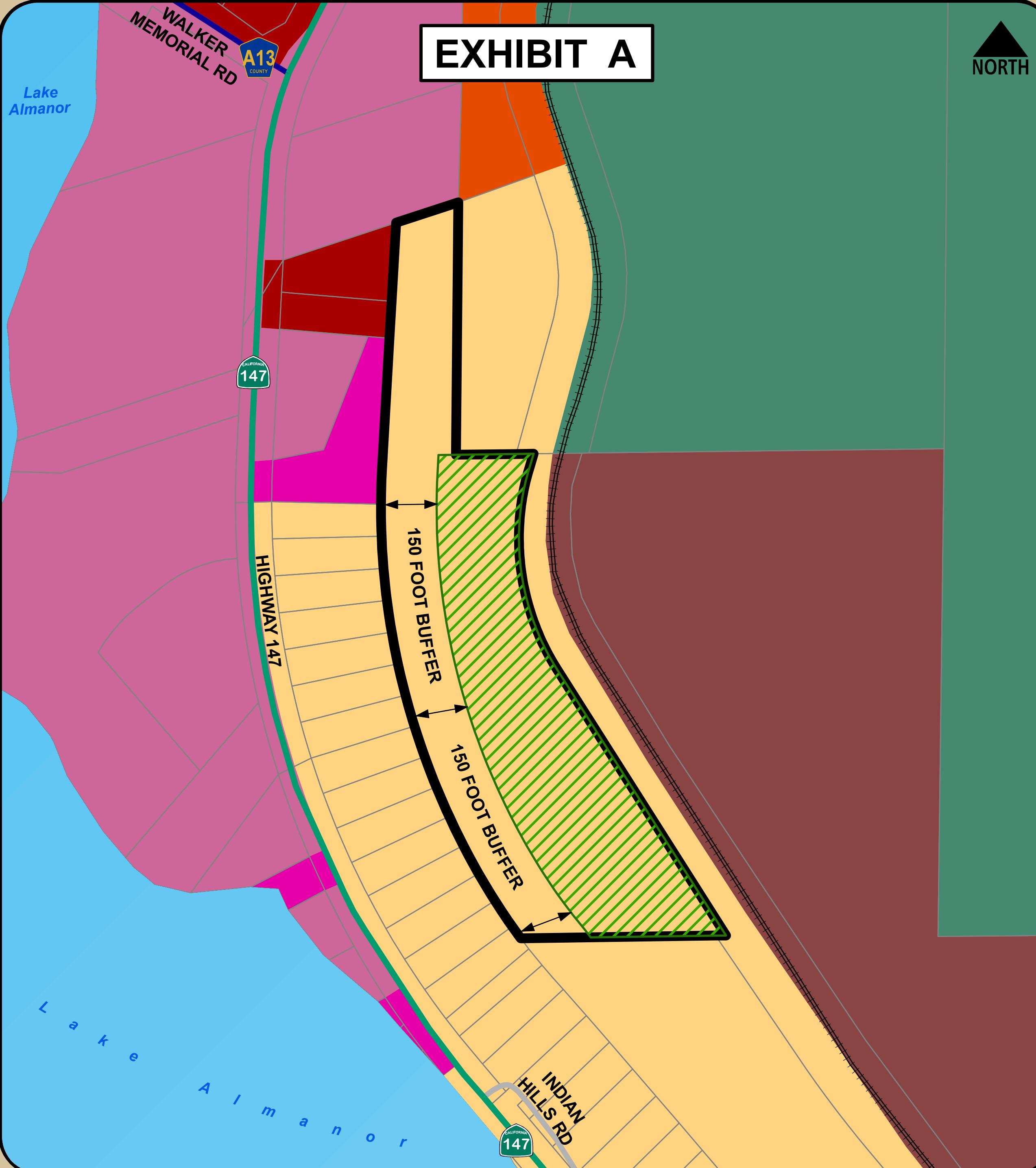
SEP - 5 2023

PC Planning+Building



EXHIBIT A

NORTH



Staniger Zone Change ZC 9-23/24-01

7398 Hwy 147, Lake Almanor
APN: 106-010-004-000

Legend

	Farm Animal Combining Zone (F) - Approx. 9.0 acres		Staniger Parcel Approx. 16.93 acres
	Lake		Roads
	State Highway		County Route
			Railroad

Zoning

	Suburban (S-1)
	Recreation Open-Space (Rec-OS)
	Recreation Commercial (R-C)
	Recreation 1-3 acres (Rec-1)
	Periphery Commercial (C-2)
	Timberland Production (TPZ)
	Rural 20-acre (R-20)

0 212.5 425 850 Feet

Plumas County, CA



Vicinity Map
Not to Scale



PLUMAS COUNTY GIS
555 Main Street
Quincy, CA 95971
(530) 283-7011
www.plumascounty.us

Plot Date: 3/10/2025

Data Sources: Plumas County Framework Data; Projection: California State Plane, Zone 1, NAD 1983

For reprints, mapping or additional information please contact Plumas County GIS

Disclaimer
Although a great deal of effort was made by Plumas County GIS to gather the mapping elements presented in this document, it does not constitute a complete and accurate representation of actual physical elements on the ground. Reasonable efforts have been made by Plumas County GIS to verify that this map accurately interprets the source data used in its preparation; however, a degree of error is inherent in all maps, and this map may contain omissions and errors in scale, resolution, rectification, positional accuracy, development methodology, interpretation of source data, and other circumstances. As additional data becomes available to Plumas County GIS, and as verification of source data continues, this map may be reinterpreted or updated by Plumas County GIS. This map is date specific and is intended for use only at the published scale. This digitally compiled map does not represent a legal survey of the land nor should it be used for navigational, engineering, or any other site-specific use and has been created for graphical purposes only. This map is distributed "as-is" without warranty of any kind.

From: [Ferguson, Tracey](#)
To: cntheriault@gmail.com
Subject: Zone Change 9-23/24-01 (Staniger)
Date: Tuesday, October 10, 2023 11:02:00 AM
Attachments: [image001.png](#)
[Plumas County, CA Code of Ordinances_FarmingCombiningZone.pdf](#)
[Plumas County, CA Code of Ordinances_AnimalHusbandry.pdf](#)
[Plumas County, CA Code of Ordinances_S-1 Suburban Zone.pdf](#)

Curt –

APN 106-010-004 (16.93 acres) is zoned “S-1” which allows for the use “Small animal husbandry” (see definition attached).

The Zone Change application proposes to add the “F” Farm Animal Combining Zone (see definition attached) which would also allow “Large animal husbandry” (see definition attached).

Regards,
Tracey

Tracey Ferguson, AICP
Planning Director



Plumas County Planning & Building Services
Planning Department
555 Main Street
Quincy, CA 95971
P: (530) 283-6214
F: (530) 283-6134
traceyferguson@countyofplumas.com
www.plumascounty.us

Confidentiality: This message is intended for the sole use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately.

Article 40. - Farm Animal Combining Zone (F)

Sec. 9-2.4001. - Purpose (F).

The purpose of the Farm Animal Combining Zone (F) is to provide for animal husbandry.

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

Sec. 9-2.4002. - Uses (F).

- (a) The following uses shall be permitted in the Farm Animal Combining Zone (F):
 - (1) Small animal husbandry; and
 - (2) Large animal husbandry.

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

Sec. 9-2.209. - Animal husbandry, large animals.

"Animal husbandry, large animals" shall mean the care and raising of hoofed livestock for the personal use of residents of the property, 4-H market and breeding projects, except horses, cows, and pigs, and the care and raising of horses, cows, and pigs at the ratio of two (2) animals with their young (one year old or less) for the first acre of property and one additional animal for each additional one-half (½) acre. Horses, cows, or pigs may not be kept on parcels smaller than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 85-611, eff. July 18, 1985)

Sec. 9-2.210. - Animal husbandry, small animals.

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

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 85-11, eff. July 18, 1985)

Article 15. - Suburban Zone (S-1)

Sec. 9-2.1501. - Purpose (S-1).

The purpose of the Suburban Zone (S-1) is to provide for dwelling units at the ratio of one to three (3) acres per dwelling unit with provisions for compatible uses.

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

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

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

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

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

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

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

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

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

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 11, Ord. 86-623, eff. February 6, 1986, § 2, Ord. 89-716, eff. October 5, 1989, § 1, Ord. 92-787, eff. July 16, 1992, § 4, Ord. 93-817, eff. November 11, 1993, § 8, Ord. 99-924, eff. November 11, 1999; § 2, Ord. 00-932, eff. June 8, 2000; and § 2, Ord. No. 2007-1061, adopted November 6, 2007; § 1(Exh. A), Ord. 2019-1116, adopted January 22, 2019; § 5(Exh. A), Ord. 2019-1121, adopted October 15, 2019)

Sec. 9-2.1503. - Height (S-1).

No structure in the Suburban Zone (S-1) shall exceed thirty-five (35') feet in height.

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

Sec. 9-2.1504. - Area, width and coverage (S-1).

- (a) The minimum net lot area in the Suburban Zone (S-1) shall be one acre.
- (b) The minimum width shall be 120 feet.
- (c) The maximum building coverage shall not exceed fifty (50%) percent of the lot area, except that on any parcel which is at least one acre in size, each dwelling unit and accessory buildings shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.1505. - Yards (S-1).

The minimum yard requirements in the Suburban Zone (S-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. October 3, 1991; § 4, Ord. No. 2004-998, adopted January 6, 2004; § 1(Exh. A), Ord. 2018-1114, adopted October 9, 2018)

Sec. 9-2.1506. - Parking and loading (S-1).

Parking and loading in the Suburban Zone (S-1) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).

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

Sec. 9-2.1507. - Signs (S-1).

Signs in the Suburban Zone (S-1) shall be as permitted by Section 9-2.416 of Article 4 of this chapter (General Requirements: Signs).

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

Evans, Tim

From: Thornhill, Alan@CALFIRE <alan.thornhill@fire.ca.gov>
Sent: Thursday, April 18, 2024 6:42 PM
To: Evans, Tim
Subject: RE: Zone Change ZC 9-23/24-01; 7398 Highway 147, Lake Almanor; APN 106-010-004

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

No comment



Alan Thornhill

Fire Captain – Peace Officer
Prevention Bureau, Pre-Fire Planning, DSI Coordinator
697-345 State Highway 36, Susanville, CA. 96130
(530) 251-4413 Office



For wildfire preparedness and prevention tips
Visit: [Burn Permits](#) - [Damage Inspection](#) - [Defensible Space](#) - [Home Hardening](#)

From: Evans, Tim <TimEvans@countyofplumas.com>
Sent: Thursday, April 18, 2024 5:28 PM
To: Evans, Tim <TimEvans@countyofplumas.com>
Subject: Zone Change ZC 9-23/24-01; 7398 Highway 147, Lake Almanor; APN 106-010-004

Warning: this message is from an external user and should be treated with caution.

Good Afternoon,

The Planning Department received a Zone Change application from Jason and Nicole Staniger to add the Farm Animal (F) combining zone in addition to the existing primary zoning of S-1 (Suburban) to the property located at: 7398 Highway 147, Lake Almanor, unincorporated Plumas County, CA; APN 106-010-004; T28N/R8E/Sec. 21, MDM

Attached is information on this project. I am reviewing this project to determine if the application is complete and to determine if the project may have a significant effect on the environment.

I would appreciate any suggestions you could make as to how the project might be modified to reduce or avoid any significant effects. Also, I would appreciate any recommendations you can make regarding approval or conditions of approval. **Please be as specific as you can, as that will assist me in obtaining information you might need.**

If you have no comment on this project, I would appreciate being told by replying to this email with a "no comment."

Evans, Tim

From: hbcasd@frontier.com
Sent: Saturday, April 20, 2024 7:31 AM
To: Evans, Tim
Subject: RE: Zone Change ZC 9-23/24-01; 7398 Highway 147, Lake Almanor; APN 106-010-004

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tim,

I have no comment due to the distance from my office and the parcel.

Thank you,

Michael Saitone
Hamilton Branch Community Services District
General Manager
530-816-1041

From: Evans, Tim <TimEvans@countyofplumas.com>
Sent: Thursday, April 18, 2024 5:28 PM
To: Evans, Tim <TimEvans@countyofplumas.com>
Subject: Zone Change ZC 9-23/24-01; 7398 Highway 147, Lake Almanor; APN 106-010-004

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If you have no comment on this project, I would appreciate being told by replying to this email with a "no comment."

Please respond by May 3, 2024, whether or not you have a comment. If you intend to respond but cannot do so by **May 3, 2024**, please call me at (530) 283 – 6207 or email me at timevans@countyofplumas.com.

If you need more information, let me know, by email timevans@countyofplumas.com or phone at (530) 283-6207.

Evans, Tim

From: Hasse, Evan
Sent: Monday, April 22, 2024 8:00 AM
To: Evans, Tim
Cc: Graham, Jim
Subject: RE: Zone Change ZC 9-23/24-01; 7398 Highway 147, Lake Almanor; APN 106-010-004

Hi Tim,

Engineering has no comments on this project, thank you for your consideration!

Evan Hasse
530.283.6209 Office
530.616.5102 Cell

From: Evans, Tim <TimEvans@countyofplumas.com>
Sent: Thursday, April 18, 2024 5:28 PM
To: Evans, Tim <TimEvans@countyofplumas.com>
Subject: Zone Change ZC 9-23/24-01; 7398 Highway 147, Lake Almanor; APN 106-010-004

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I would appreciate any suggestions you could make as to how the project might be modified to reduce or avoid any significant effects. Also, I would appreciate any recommendations you can make regarding approval or conditions of approval. **Please be as specific as you can, as that will assist me in obtaining information you might need.**

If you have no comment on this project, I would appreciate being told by replying to this email with a "no comment."

Please respond by May 3, 2024, whether or not you have a comment. If you intend to respond but cannot do so by **May 3, 2024**, please call me at (530) 283 – 6207 or email me at timevans@countyofplumas.com.

If you need more information, let me know, by email timevans@countyofplumas.com or phone at (530) 283-6207.

Thank you for your assistance.

Regards,

Tim Evans
Planner – Extra Help

Evans, Tim

From: Graham, Jim
Sent: Monday, April 22, 2024 8:21 AM
To: Evans, Tim
Cc: Thorman, Rob
Subject: RE: Zone Change ZC 9-23/24-01; 7398 Highway 147, Lake Almanor; APN 106-010-004

Hi Tim,

PCPW has no comment on this Zone Change application.

Jim Graham (he/his)
Executive Director, Plumas CTC
Principal Transportation Planner
Plumas County Department of Public Works
jimgraham@countyofplumas.com
(530) 283-6169 - Work
(530) 519-1478 - Cell

From: Evans, Tim <TimEvans@countyofplumas.com>
Sent: Thursday, April 18, 2024 5:28 PM
To: Evans, Tim <TimEvans@countyofplumas.com>
Subject: Zone Change ZC 9-23/24-01; 7398 Highway 147, Lake Almanor; APN 106-010-004

Good Afternoon,

The Planning Department received a Zone Change application from Jason and Nicole Staniger to add the Farm Animal (F) combining zone in addition to the existing primary zoning of S-1 (Suburban) to the property located at: 7398 Highway 147, Lake Almanor, unincorporated Plumas County, CA; APN 106-010-004; T28N/R8E/Sec. 21, MDM

Attached is information on this project. I am reviewing this project to determine if the application is complete and to determine if the project may have a significant effect on the environment.

I would appreciate any suggestions you could make as to how the project might be modified to reduce or avoid any significant effects. Also, I would appreciate any recommendations you can make regarding approval or conditions of approval. **Please be as specific as you can, as that will assist me in obtaining information you might need.**

If you have no comment on this project, I would appreciate being told by replying to this email with a "no comment."

Please respond by May 3, 2024, whether or not you have a comment. If you intend to respond but cannot do so by **May 3, 2024**, please call me at (530) 283 – 6207 or email me at timevans@countyofplumas.com.

If you need more information, let me know, by email timevans@countyofplumas.com or phone at (530) 283-6207.

Thank you for your assistance.

Regards,

Evans, Tim

From: Melissa Klundby <melissak@myairdistrict.com>
Sent: Monday, April 22, 2024 3:55 PM
To: Evans, Tim
Subject: Re: Zone Change ZC 9-23/24-01; 7398 Highway 147, Lake Almanor; APN 106-010-004

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No comment.

Thank you.

On Thu, Apr 18, 2024 at 5:27 PM Evans, Tim <TimEvans@countyofplumas.com> wrote:

Good Afternoon,

The Planning Department received a Zone Change application from Jason and Nicole Staniger to add the Farm Animal (F) combining zone in addition to the existing primary zoning of S-1 (Suburban) to the property located at: 7398 Highway 147, Lake Almanor, unincorporated Plumas County, CA; APN 106-010-004; T28N/R8E/Sec. 21, MDM

Attached is information on this project. I am reviewing this project to determine if the application is complete and to determine if the project may have a significant effect on the environment.

I would appreciate any suggestions you could make as to how the project might be modified to reduce or avoid any significant effects. Also, I would appreciate any recommendations you can make regarding approval or conditions of approval. **Please be as specific as you can, as that will assist me in obtaining information you might need.**

If you have no comment on this project, I would appreciate being told by replying to this email with a “no comment.”

Please respond by May 3, 2024, whether or not you have a comment. If you intend to respond but cannot do so by **May 3, 2024**, please call me at (530) 283 – 6207 or email me at timevans@countyofplumas.com.

If you need more information, let me know, by email timevans@countyofplumas.com or phone at (530) 283-6207.

Thank you for your assistance.

Regards,



Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

DATE: April 29, 2024

TO: Tim Evans, Planning Department

RE: Staniger
ZC 9-23/24-01
APN 106-010-004

This is to notify you that this Department:

APPROVES
 APPROVES SUBJECT TO:
 CANNOT APPROVE DUE TO THE FOLLOWING:
 FINDS THE APPLICATION INCOMPLETE DUE TO:

Per Plumas County Code Sec. 6-10.117 – Animal Waste

- No person who owns or controls land shall allow any animal waste, including manure, urine, and defecations, to accumulate on the land and cause a public or private nuisance or a danger to public health, such as fly-breeding conditions and offensive odors.
- Any person owning or controlling land upon which animals are confined in pens, kennels, stalls, fenced residential back yards, or other small areas shall remove animal waste and dispose of it in an approved manner at least three (3) times each week, or more frequently if so ordered by the Plumas County Department of Environmental Health.

Sincerely,

A handwritten signature in black ink, appearing to read "W.P. Sanders".

William Pat Sanders, REHS III
Plumas County Environmental Health

Evans, Tim

From: Battles, Michael@DOT <Michael.Battles@dot.ca.gov>
Sent: Wednesday, May 1, 2024 9:59 AM
To: Evans, Tim
Cc: Grah, Kathy M@DOT; Babcock, Kelly M@DOT
Subject: 7398 Hwy 147

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Good morning Tim,

Thank you for the opportunity to review and comment on the proposed Zone Change at 7398 Hwy 147, Hamilton Branch. Caltrans District 2 has no comments with the project as currently proposed. Thank you again.

Sincerely,

Mike Battles
Regional Planning/Local Development Review
Caltrans District 2

May 3, 2024

Tim Evans
County of Plumas
555 Main St
Quincy, CA 95971

Re: ZC 9-23/24-01
7398 Highway 147

Dear Tim Evans,

Thank you for providing PG&E the opportunity to review the proposed plans for dated 4/18/2024. Our review indicates the proposed improvements do not appear to directly interfere with existing PG&E facilities or impact our easement rights.

Please note this is our preliminary review and PG&E reserves the right for additional future review as needed. This letter shall not in any way alter, modify, or terminate any provision of any existing easement rights. If there are subsequent modifications made to the design, we ask that you resubmit the plans to the email address listed below.

If the project requires PG&E gas or electrical service in the future, please continue to work with PG&E's Service Planning department: <https://www.pge.com/cco/>.

As a reminder, before any digging or excavation occurs, please contact Underground Service Alert (USA) by dialing 811 a minimum of 2 working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.

If you have any questions regarding our response, please contact the PG&E Plan Review Team at pgeplanreview@pge.com.

Sincerely,

PG&E Plan Review Team
Land Management

Evans, Tim

From: Vieira, Willo
Sent: Monday, March 10, 2025 9:17 AM
To: Evans, Tim; Osborn, Becky
Subject: Re: Zone Change to Add Farm Animal Combining Zone to the Property at 7398 Highway 147, Lake Almanor

Tim,
Thank you and Becky for the update. I do not see a problem with granting a farm overlay with almost 9 acres of useable land.

Kind regards,

Willo Vieira, CAC

[Get Outlook for iOS](#)

From: Evans, Tim <TimEvans@countyofplumas.com>
Sent: Monday, March 10, 2025 10:26:02 AM
To: Osborn, Becky <BeckyOsborn@countyofplumas.com>; Vieira, Willo <WilloVieira@countyofplumas.com>
Subject: Re: Zone Change to Add Farm Animal Combining Zone to the Property at 7398 Highway 147, Lake Almanor

Thanks!

Tim Evans
Senior Planner – Extra Help
Plumas County Planning Department
Main Line: 530-283-7011

From: Osborn, Becky <BeckyOsborn@countyofplumas.com>
Sent: Monday, March 10, 2025 6:26 AM
To: Evans, Tim <TimEvans@countyofplumas.com>; Vieira, Willo <WilloVieira@countyofplumas.com>
Subject: RE: Zone Change to Add Farm Animal Combining Zone to the Property at 7398 Highway 147, Lake Almanor

It's approx. 8.96 acres (9 acres).

Becky Osborn, GIS Coordinator
Geographic Information Systems / County of Plumas
555 Main Street, Quincy, CA 95971
Phone: (530) 283-6420
FAX: (530) 283-6134
HOURS: Monday-Thursday 6:00 a.m. – 4:30 p.m. (Closed Friday)
[email](#) | [website](#)
Check out Plumas County's interactive maps: [Map Portal](#)

From: [Curt Theriault](#)
To: [Ferguson, Tracey](#)
Subject: Re: Zone Change 9-23/24-01 (Staniger) - Public Hearing Notice
Date: Friday, March 14, 2025 3:56:40 PM
Attachments: [image001.png](#)

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Thanks Tracey for this information.

Curt

On Fri, Mar 14, 2025 at 3:47 PM Ferguson, Tracey <TraceyFerguson@countyofplumas.com> wrote:

Hi Curt – please find responses to your questions below:

1. Could you please send me the exact and type of animals that would be allowed under the proposed zone change?

a. The proposed Zone Change action is to add approximately 9.0 acres of the Farm Animal Combining Zone ("F") to the approximately 16.93-acre Suburban ("S-1") parcel zoning. The "F" combining zone allows for both small and large animal husbandry, as defined in County Code:

--"Animal husbandry, small animals shall mean the care and raising of hoofless livestock for the personal use of residents of the property and 4-H market projects." This means animals like chickens, rabbits, and turkeys, and other hoofless livestock.

--"Animal husbandry, large animals" shall mean the care and raising of hoofed livestock for the personal use of residents of the property, 4-H market and breeding projects, except horses, cows, and pigs, and the care and raising of horses, cows, and pigs at the ratio of two (2) animals with their young (one year old or less) for the first acre of property and one additional animal for each additional one-half (½) acre. Horses, cows, or pigs may not be kept on parcels smaller than one acre."

The proposal is for a 9.0-acre portion of the 16.93-acre parcel to have the "F" combining zone added, which could result in the care and raising of hoofed livestock, as defined under the above stated ratios, by acre and ½ acre of property, and specifically for the subject property at 9.0 acres of the "F" combining zone would allow no more than two (2) animals with their young (one year old or less) for the first acre and an additional 16 animals for the remaining 8 acres, totaling no more than 18 hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less).

2. Could the proposed changes be capped to a lesser number of animals more in line with what the owners are considering?

a. The proposed "F" combining zone must follow the definition of "Animal husbandry,

large animals" as described above. Any deviation of that definition, with the stated ratios of animals to acres, would require an amendment to the Plumas County Code, to amend the definition, which would be a separate process.

3. Also - if this property is sold will these proposed changes stay in effect?
 - a. The "F" combining zone is applied to the parcel, not the applicant/owner, and runs with the land.
4. If so - the new owners could have a large herd even if that wasn't the intention of this zone change.
 - a. Any subsequent ownership of the parcel would be required and held to the same standard under the Plumas County Code definition of animal husbandry, large animals, for the proposed "F" combining zone 9.0-acre area, allowing no more than 18 hoofed livestock, including two (2) of those animals being allowed, with their young (one year old or less).

Regards,

Tracey

Tracey Ferguson, AICP

Planning Director



Plumas County Planning Department

P: (530) 283-6214

traceyferguson@countyofplumas.com

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From: Curt Theriault <cntheriault@gmail.com>

Sent: Friday, March 14, 2025 1:53 PM
To: Ferguson, Tracey <TraceyFerguson@countyofplumas.com>
Subject: Re: Zone Change 9-23/24-01 (Staniger) - Public Hearing Notice

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Good afternoon Tracey -

Our main concern is the number of animals that this change would allow - could you please send me the exact and type of animals that would be allowed under the proposed zone change? I believe when I talked to you earlier you mentioned the owners were interested in animals for 4H which would likely be a small amount. Could the proposed changes be capped to a lesser number of animals more in line with what the owners are considering? Also - if this property is sold will these proposed changes stay in effect? If so - the new owners could have a large herd even if that wasn't the intention of this zone change.

Our next door neighbor is likely going to attend the March 20 meeting, I sure wish we could be there as well instead of just writing a letter - definitely won't have the same effect.

I prefer to do this by email so I have a record of our 'discussion'.

Thanks Tracey for your help-

Curt

On Thu, Mar 13, 2025 at 4:51 PM Ferguson, Tracey
<TraceyFerguson@countyofplumas.com> wrote:

Hello Curt – pursuant to the California Government Code, the Planning Commission March 20, 2025, public hearing was properly noticed 10-days in advance to property owners within 300 feet of the parcel. What is your phone number so that we can have a conversation about your questions and/or concerns. Or feel free to call me. You can provide a public comment, either over the phone, or in writing prior to March 20th and I can read it aloud to the Planning Commission for their consideration in making the recommendation to the Board of Supervisor, including delaying their decision (per your comment/request below). The April 1, 2025, Board of Supervisors public hearing is also proactively noticed on the communication you received as well.

Thank you,

Tracey

Tracey Ferguson, AICP

Planning Director

Co Logo



Plumas County Planning Department

P: (530) 283-6214

traceyferguson@countyofplumas.com

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From: Curt Theriault <cntheriault@gmail.com>

Sent: Thursday, March 13, 2025 2:11 PM

To: Ferguson, Tracey <TraceyFerguson@countyofplumas.com>

Subject: Re: Zone Change 9-23/24-01 (Staniger) - Public Hearing Notice

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Hi Tracy -

We received the letter in the mail yesterday regarding the hearing. We only get 8 days

advance notice for this meeting?? Why such short notice?? We will be out of town next week so can't attend which does NOT seem fair. This meeting needs to be delayed so the neighbors have time to discuss what we would like to do for this significant change being suggested for our neighborhood.

Thanks!

Curt

On Thu, Mar 13, 2025 at 2:03 PM Ferguson, Tracey
<TraceyFerguson@countyofplumas.com> wrote:

Hello Curt – this email is a follow up to the October 2023 email you sent below.

Please find the attached public hearing notice for the project.

Regards,
Tracey

Tracey Ferguson, AICP

Planning Director



Plumas County Planning Department

P: (530) 283-6214

traceyferguson@countyofplumas.com

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From: Ferguson, Tracey
Sent: Tuesday, October 10, 2023 11:03 AM
To: cntheriault@gmail.com
Subject: Zone Change 9-23/24-01 (Staniger)

Curt –

APN 106-010-004 (16.93 acres) is zoned “S-1” which allows for the use “Small animal husbandry” (see definition attached).

The Zone Change application proposes to add the “F” Farm Animal Combining Zone (see definition attached) which would also allow “Large animal husbandry” (see definition attached).

Regards,
Tracey

Tracey Ferguson, AICP

Planning Director

Co Logo



Plumas County Planning & Building Services
Planning Department

555 Main Street

Quincy, CA 95971

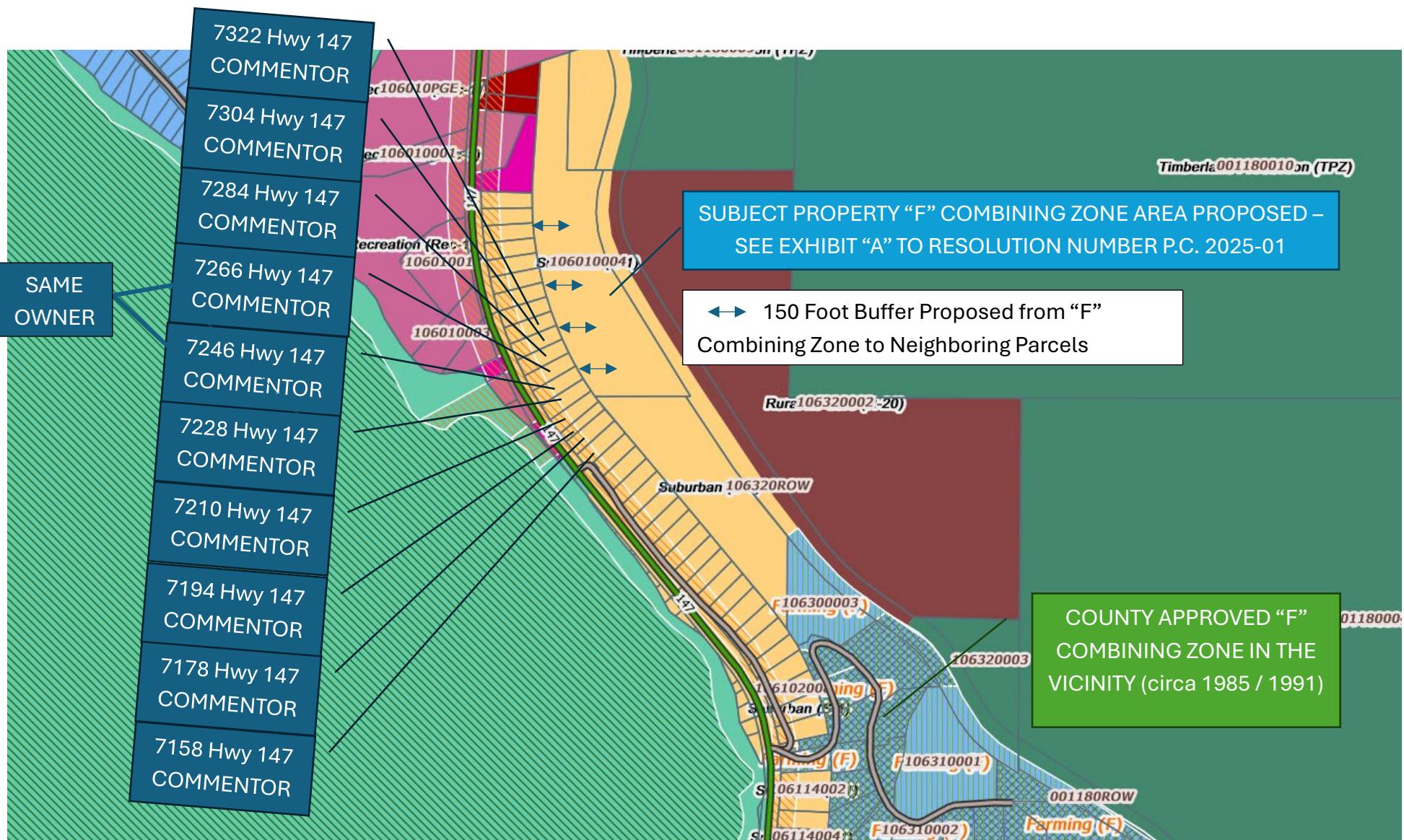
P: (530) 283-6214

F: (530) 283-6134

traceyferguson@countyofplumas.com

www.plumascounty.us

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PUBLIC COMMENT EXHIBIT

Public Hearing for Staniger Zone Change (ZC 9-23/24-10)

Subject Property: 7398 Highway 147, Lake Almanor, unincorporated Plumas County, California; Assessor Parcel Number (APN) 106-010-004-000; Township 28 North/Range 8 East/Section 21, MDM

Amend the zoning applied to the parcel adding approximately 9.0 acres of the Farm Animal Combining Zone (“F”) to the approximately 16.93-acre Suburban (“S-1”) parcel zoning.

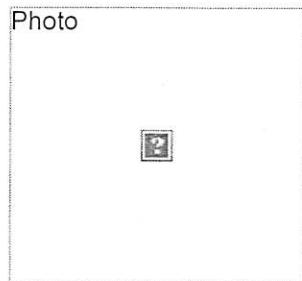
①

From: Joseph Green
To: Craig N. Finta; Ferguson, Tracey
Cc: Finta (home); Kasha Rabon-Green
Subject: RE: 7398 Highway 147 (Zone Change ZC 9 -23/24-01) THIS LETTER REPLACES THE LETTER ATTACHED TO OUR EARLIER EMAIL
Date: Monday, March 17, 2025 9:21:21 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.jpg](#)
[image009.png](#)

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Good Morning Ms., Ferguson,
My wife and I concur, share the same concerns as the Finta's, and oppose the rezoning.
Please share this with the planning commission.
Thank you,



JOE GREEN
Mortgage Broker
C: 916-477-8050
F: 888-370-5187
E: joe@green-mortgagesolutions.com
6085 Douglas Blvd. #500
Granite Bay, CA 95746

NMLS:1035950
DRE: 02112655



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AHL an Equal Housing Opportunity Broker. NMLS: 1729528 DRE: 02058505

From: Craig N. Finta <fintaesq@msn.com>
Sent: Sunday, March 16, 2025 9:25 PM

To: TraceyFerguson@countyofplumas.com
Cc: Finta (home) <lfinta@msn.com>
Subject: Re: 7398 Highway 147 (Zone Change ZC 9 -23/24-01) THIS LETTER REPLACES THE LETTER ATTACHED TO OUR EARLIER EMAIL

Ms. Ferguson,

Upon re-reading our earlier letter, we realized that there was an important error in the letter transmitted to you earlier this evening. In the third paragraph from the end on page two, we meant to say that "A buffer zone of 150' does NOT seem adequate . . .". A corrected letter is attached hereto which replaces the letter that was transmitted to you at 6:47 pm. Please discard the letter that was attachment to that email as the letter attached hereto is what we intended to communicate to both the Planning Commission and Board of Supervisors.

We apologize in advance for any inconvenience this may have caused you.

Craig and Leslie Finta

From: Craig N. Finta <fintaesq@msn.com>
Sent: Sunday, March 16, 2025 6:47 PM
To: TraceyFerguson@countyofplumas.com <TraceyFerguson@countyofplumas.com>
Cc: Finta (home) <lfinta@msn.com>
Subject: 7398 Highway 147 (Zone Change ZC 9 -23/24-01)

Ms. Ferguson,

We own the property located at 7284 Highway 147, Lake Almanor. Attached is our letter to the Planning Commission and Board of Supervisors expressing our concerns about the pending application. We request that you forward our letter to all members of both the planning commission and board of supervisors.

Thank you,

Craig Finta



From: schwawl@aol.com
To: Ferguson, Tracey
Cc: TRACY SCHWALL
Subject: Plumas County Notice of Public Hearing - Rezoning of Property at 7398 Highway 147, Lake Almanor - APN 106-010-004-000
Date: Monday, March 17, 2025 8:38:42 PM

You don't often get email from schwawl@aol.com. [Learn why this is important](#)

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To the Plumas County Planning Commission and Board of Supervisors:
(c/o Tracey Ferguson, Planning Director, Plumas County Planning Department, via email)

I am responding to the Notice of Public Hearings (Notice) for the proposed rezoning published on March 10, 2025, from Plumas County (County) received on or about March 13, 2025. We own property at 7304 CA Highway 147, Lake Almanor. Our lot backs up to and is downhill from the subject lot at **7398 Highway 147**. We would like to voice our concerns about the zoning change proposed for review and approval at the March 20, 2025, meeting of the Plumas County Planning Commission and April 1, 2025, Plumas County Board of Supervisors Meeting.

We do not permanently live at this property but use it as a second home for visiting the Lake Almanor area. We purchased our property in 2017, as a vacation home and were drawn to the views of the lake and the area being surrounded by what we thought was forest lands. We were mistakenly unaware that the land uphill from us was privately owned as we thought between the US Forest Service, railroad and PG&E, there was no potential for the property uphill from our cabin to be developed, let alone for farm animals.

We were raised in the Sacramento Valley, I am from a generational farm family who raised animals for subsistence, so I understand the importance of, the need and desire to keep the family farm concept viable. We have also had horses on our own property in the valley, as well my in-laws and now our daughter. But it comes with limitations. We live in rural areas. Allowing as many as 20 animals in the immediate area would significantly impact the current usage and enjoyment of the local area.

I am a civil engineer who worked for Placer County, CA for many years. I worked in various areas in environmental engineering including sewer, water, garbage and landfills, with prior work for the Federal Highway Administration working on roads and bridge construction. I am very familiar with permitting, and the California Environmental Quality Act (CEQA) guidelines and I also know what flows downhill. And I live downhill from the subject property.

Section 3. Environmental of the Notice states "... it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment". However, our experience with farm animals is that animals tend to graze and trample land leading to difficulty in maintaining cover vegetation. This leads to erosion during high volume rain events, which based on my experience are common in the area, even in the summer months. Also, animal waste can lead to surface water and shallow groundwater contamination with E. coli and high nitrates. Several other private properties are adjacent to and downhill from the subject property as is Lake Almanor, Hamilton Branch and its fish raising tanks. As such, it would seem there is potential for environmental effects.

Section 3 further states that County Codes and state and federal regulatory standards would service to address environmental effects. This seems to be in conflict with the prior determination of no effects to the environment. If there are standards that need to be implemented to address environmental impacts, it would seem the CEQA process did not adequately address potential impacts. Some of which I noted above.

If the zoning change were to get approved, I would want to know what measures would be implemented to ensure properties downhill from the subject property will not be negatively impacted by odors, erosion due to ground cover loss and potential ground water and surface water contamination. This would include surface water to the Lake and the Hamilton Branch Creek fish habitat.

We are under the gun to clear trees from our property due to fire insurance issues and we hate to remove any trees and will do the minimum required. I understand the owners have already cleared much of the subject property, I hope it is not too excessive to distract from the beauty of the area. The area overall has been scarred significantly by the Dixie fire, it would be sad to take more trees down. It would make no sense to compound the damage. I see there is some 150-foot buffer shown on the plan, but it is not clear what that buffer includes. Is there no tree removal in the area? Is all existing vegetation to remain in place? As noted, I understand most of the trees have been removed in this buffer area, although I have not seen it for myself.

I see Lake Almanor as a recreational/vacation destination that supports a lot of related business in the area, and it seems not only are there potential environmental impacts, but there could also be economic impacts due to this zoning change. As such, we respectfully request that the Plumas County Planning Commission *not* recommend adding the zone F (Farm Animal Combining Zone) classification for the subject property.

We received the letter from Plumas County for the notice of this hearing on March 13, 2025, only 7 days before the scheduled hearing. It is unlikely we will be able to attend the hearing, so we are submitting our comments/concerns via this email.

Considering the late notice, I hope that our input so near the hearing date is not disregarded.

Thank You for your consideration in this matter.

Sincerely,

Walter Schwall

Tracy Schwall

7304 CA Highway 147
Lake Almanor, CA

3

From: Craig N. Finta
To: Ferguson, Tracey
Cc: Finta (home)
Subject: Re: 7398 Highway 147 (Zone Change ZC 9 -23/24-01) THIS LETTER REPLACES THE LETTER ATTACHED TO OUR EARLIER EMAIL
Date: Sunday, March 16, 2025 9:26:01 PM
Attachments: Ltr Plumas CORRECTED 25-0316.pdf
Ltr Plumas CORRECTED 25-0316.pdf

You don't often get email from fintaesq@msn.com. [Learn why this is important](#)

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Ms. Ferguson,

Upon re-reading our earlier letter, we realized that there was an important error in the letter transmitted to you earlier this evening. In the third paragraph from the end on page two, we meant to say that "A buffer zone of 150' does NOT seem adequate . . .". A corrected letter is attached hereto which replaces the letter that was transmitted to you at 6:47 pm. Please discard the letter that was attachment to that email as the letter attached hereto is what we intended to communicate to both the Planning Commission and Board of Supervisors.

We apologize in advance for any inconvenience this may have caused you.

Craig and Leslie Finta

From: Craig N. Finta <fintaesq@msn.com>
Sent: Sunday, March 16, 2025 6:47 PM
To: TraceyFerguson@countyofplumas.com <TraceyFerguson@countyofplumas.com>
Cc: Finta (home) <lfinta@msn.com>
Subject: 7398 Highway 147 (Zone Change ZC 9 -23/24-01)

Ms. Ferguson,

We own the property located at 7284 Highway 147, Lake Almanor. Attached is our letter to the Planning Commission and Board of Supervisors expressing our concerns about the pending application. We request that you forward our letter to all members of both the planning commission and board of supervisors.

Thank you,

Craig Finta

CRAIG & LESLIE FINTA

655 SWEET COURT
LAFAYETTE, CA 94549
(925) 872-1485
(925) 283-8074
email fintaesq@msn.com

TRANSMITTED VIA EMAIL traceyferguson@countyofplumas.com

March 16, 2025

Plumas County Planning Commission
Plumas County Board of Supervisors
555 Main Street
Quincy, CA 95971

Re: Zone Change (ZC 9-23/24-01)

Plumas County Planning Commission and Board of Supervisors:

We have owned the property located at 7284 Highway 147, Lake Almanor, since June 2000. On March 12, 2025, we received a Notice of Public Hearing relative to the above-referenced zone change request of Jason and Nicole Staniger relative to the parcel located at 7398 Highway 147, Lake Almanor (APN 106-010-004-000). While we have previously received notice that the Stanigers had commenced an application, we were unaware of any of the details of their application until our receipt of the aforesaid notice that we just received. On July 2, 2024, we made a trip to Quincy in an attempt to obtain information regarding this application. While we communicated to the Planning Department's personnel that we had some concerns about the notice of the application that we had received and were interested in learning details about the pending application, we were informed that no information was available to the general public at that time. The notice itself did not provide much actual information of the potential effects of approval of the pending application, but Ms. Tracey Ferguson's email of 03/14/25 to Curt Theriault explained the effects of the approval of the proposed zoning change. While we reside out of the area, we had already planned to drive up to our Lake Almanor property on the afternoon of March 19, 2025 and, weather permitting, we are now planning to attend the Planning Commission's hearing on March 20, 2025. However, we believe that we should communicate our concerns to you regarding the pending request, as we understand it, to you in advance of the actual hearing.

First, we have never met the applicants and our concerns are not directed at them personally. However, we are aware that they have erected a gate across the PG&E road that has longed been used by us, our predecessors in title, and numerous other people. This usage has be open, notorious, and without the permission of either the property owner or PG&E. In short, we claim prescriptive rights to continue to use the road in the manner consistent with our prior usage. We have similarly used much of the area within the proposed Farm Animal Combining Zone and the proposed buffer zone for hiking, snow shoeing, and similar activities since June 2000 and we are informed that our predecessors in title, Ed and Linda Crownholm, and their family similarly used the same area during the 15 or so years of their ownership of 7284 Highway 147. Approval of the application in its present form will likely

Plumas County Planning Commission
Plumas County Board of Supervisors
Re: Zone Change (ZC 9-23/24-01)
March 16, 2025
Page 2

create further complications arising out of the rights of those claiming prescriptive rights to use the area that is the subject of the pending application.

Second, all of the parcels below the proposed zone obtain their drinking water from wells. The slope of terrain that is the subject of this application is relatively steep and does seem suitable for housing "large animals." We have many concerns about the long term effects of potentially allowing 18 hooved livestock animals (not including their young) to graze upon the 9.0 acres as would be allowed if the application is approved in its present form. Those long term effects include, without limitation, the following:

1. Potential drainage problems to all downhill parcels including ours;
2. Potential contamination of the wells that provide drinking water for each of the parcels downhill parcels including ours;
3. Noxious odors commonly associated with such animals especially during the warm summer months;
4. The health risks resulting from the increased presence of flies; and,
5. The potential risk that other predatory animals (coyotes, wolves, mountain lions, and black bears) will be attracted into the area as the result of the presence of the proposed animals and/or the feed and water that will be required to sustain them.

We are also aware of the concerns raised by our neighbors, including Curt and Jill Theriault and Bill and Sue Wickman, and we share all of the concerns expressed in their respective letters. A buffer zone of 150' does NOT seem adequate to mitigate these potential adverse impacts that will likely result from approval of the application as proposed. At the minimum, we believe that the size of the buffer needs to be increased.

Third, we are concerned that approval of the proposed application will adversely impact the values of all of those parcels contiguous with the parcel that is the subject of the pending application. Approval of the pending application in its present form will result in a condition that "will run with land" in perpetuity. Accordingly, even if the applicants only intend to use their parcel for a few horses, any future owner would be entitled to use the area in any manner that was in compliance with the Plumas County Code.

In summary, we respectfully request that the Planning Commission refrain from approving the pending application to change the zoning in its present form.

Respectfully submitted,



Craig Finta/Leslie Finta

Plumas County Planning Commission and Board of Supervisors:

We are Curt and Jill Theriault, the owners and full-time residents of 7266 & 7246 Highway 147, Lake Almanor. Our 2 lots back up to lot 7398 Highway 147 and we would like to voice our concerns regarding the zoning change being proposed at the March 20, 2025 meeting of the Plumas County Planning Commission. We received the letter from Plumas County for the notice of this hearing on March 12, 2025, only 8 days before the scheduled hearing. We have had a trip planned to North Carolina so we are unable to attend the hearing on March 20th so we are writing this letter to express our concerns. We would have preferred to be in attendance for the hearing because in person would be better to have our concerns heard but since that isn't an option, here is our letter.

We purchased our property in 2016. When we decided to move to the area, we looked almost exclusively on the East Shore of Lake Almanor because of the views of the lake and the area being surrounded by wilderness behind nearly all the lots on East Shore. As far as we know there are no other properties on East Shore that allow herds of hoofed animals, at least we have never seen any in the years we have lived here. Allowing nearly 20 of them in our immediate area would significantly change the character of our neighborhood.

We grew up in rural Michigan and are quite familiar with what its like to have a herd of nearly 20 large farm animals in the area. We know along with these animals comes significant odor and noise, large amounts of flies and an increase in rodents because of feed and hay storage. The proposed 150 ft buffer will do very little to alleviate these concerns when coming from more than a few large animals.

The current owners may not plan on having the maximum large animals allowed, we have no idea since they have not attempted to introduce themselves to us or contact us at all. Since they have purchased the lot, they have blocked (gated) our prescriptive easement access (that we had used since 2016) to the trails up Little Dyer and Dyer Mountains and significantly thinned the forest on their lot. The fact of the matter is that once the zoning ruling is made it is then attached to the property so if it

was sold the new owners would be able to have to have the maximum allowed.

Our lots as well as all the neighbor's lots and the lot seeking the zoning change are on a considerable slope all the way down to Lake Almanor. The majority of the lots in question have a slope that make it difficult to walk directly uphill so that shows how steep the slope typically is. Since the 7398 Highway 147 lot is above all of the neighbor's lots all of the run-off from the large animals, both from the trampled ground (mud) and animal excrement will run down to our lots. Currently during heavy rains newly formed rivulets run down the hill from above our properties, certainly they would carry down the byproducts of the large animals to our lots. This would be one of the reasons why ranches and farms with large animals are usually located in valleys and not on hillsides.

Another significant concern is the large predators that are in the area such as black bears, mountain lions and gray wolves. The activity of these dangerous predators in our area will certainly increase with the addition of a herd of their prey very close to our home. Kids playing in the area would be in more danger then they are currently with the increased activity of bears, wolves and large cats. This increased predator activity has certainly been seen in Plumas and surrounding counties with hooved animal herds in these counties.

The value of our property would be negatively impacted if the zoning change is allowed. We would go from wilderness behind our house to having a herd of large farm animals with the concerns mentioned above. We always knew there was a possibility of the land behind our lots being purchased and having houses built but we never thought we would be neighbors with a ranch. There is a reason these types of properties are usually all grouped together in the same area, they don't belong in neighborhoods.

We would ask that the Plumas County Planning Commission NOT recommend the zoning F change for 7398 Highway 147 because of the concerns stated above. At the very least we would like to present our concerns in person. That is very difficult when only given 8

days advanced notice so we would ask that the Plumas County Planning Commission delay their discussion and decision on this matter so the neighbors have more advanced notice to attend the hearing in person so we could state our concerns and address any questions the Commission would have.

Thank you for taking the time to read and address our concerns with the proposed zoning change.

Sincerely –

Curt & Jill Theriault

7266 Highway 147, Lake Almanor (mailing address)

cntheriault@gmail.com



From: [Curt Theriault](#)
To: [Ferguson, Tracey](#)
Cc: [Craig N. Finta](#)
Subject: Theriault letter - Zone Change 9-23/24-01 (Staniger) - Public Hearing Notice
Date: Monday, March 17, 2025 8:25:04 AM
Attachments: [Theriault letter to Plumas Cty officials regarding lot 7398 Highway 147 rezoning.docx](#)

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Good morning Tracy -

Please see and confirm the enclosed letter we would like sent to the Plumas County Planning Commission and Plumas County Board of Supervisors regarding the Zone Change request for lot 7398 Highway 147. We are the owners of lots 7246 & 7266 Highway 147 and strongly oppose this request as you'll read and the entire neighborhood does as well - I believe you'll hear from nearly every neighbor that they oppose this zoning request.

My next door neighbor, Arlene Kurtz, who is well into her 90s also asked that I pass along this email I received from her yesterday:

James Kurtz

Sun, Mar 16, 5:09 PM (15 hours ago)



to me



Curt

Sent from my iPhone

I have received your letter and reviewed it. I agree with you and support your position. I am not able attend the meeting in Quincy. I appreciate your communicating on my behalf.

Your neighbor, Arlene Kurtz

7228 Hwy. 147 Indian Hills Road

Westwood, CA 96137

I also want to thank you Tracey for your help in understanding what this zoning change would mean for our neighborhood. Your ability to take complicated legal terminology and make it understandable is appreciated!

Sincerely-

Curt and Jill Theriault

7266 Highway 147, Lake Almanor (mailing address)

cntheriault@gmail.com

989-430-9970

PUBLIC COMMENT – Public Hearing for Staniger Zone Change (ZC 9-23/24-10)

LUCINDA MANSELL

248 4th Street, Quincy, CA

Property Owner of 7210 Highway 147

Comment taken by phone, to Tracey Ferguson, Planning Director, on March 19, 2025, at 9:07AM.

COMMENTS ARE AS FOLLOWS:

1. Really concerned about the number of animals allowed and the urine and manure that would be resulting from those animals.
2. Really concerned about the noise from the animals.
3. Wondering where there is access to the property to feed and water the animals.
4. Wondering where structures associated with the animals, such as a barn, would be located.
5. Concerned about the drainage and the runoff and contaminating the groundwater source.
6. Concerned about the erosion potential due to the slope of the property.
7. Stated that there are springs all over the hillside.
8. Requested that the Planning Commission continue the item to a future meeting to allow property owners in the vicinity to physically attend and provide public comment.
9. Agree with the Wickman's and Theriault's comments.
10. Stated that the area is characterized as a residential neighborhood and that farm animals are not conducive to the area and neighborhood.

END OF COMMENTS

From: [Bruce North](#)
To: [Ferguson, Tracey](#)
Subject: Proposed rezoning of 7398 Hwy 147, Lake Almanor
Date: Sunday, March 16, 2025 6:20:27 PM

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Plumas County Planning Commission

Our names are Bruce and Tina North and we live at 7194 Hwy 147 Lake Almanor CA. We built and have owned our home since 2004.

We are out of town and will not be able to attend the hearing on March 20th 2025 but this letter is to document our concerns about the proposed rezoning of 7398 Hwy 147 Lake Almanor.

We echo all of the concerns addressed by Curt and Jill Theriault in their letter but would like to address some additional concerns.

I grew up on a farm in the valley and know firsthand the negative impacts of farm animal to the surrounding area where they are raised and corralled or pastured. We were over a half mile away from the nearest neighbor so the impact was isolated to ourselves. Definitely not the case with this proposed farm. The fact that the proposal offers up a 150 Ft buffer leads me to believe the owners are completely aware of the negative impacts of farm animals on the surrounding area. 150 Ft doesn't come close to isolating us from the odor, flies, rodents in the feed and the attraction of predatory animals such as bobcats, mountain lions, bears, coyotes and even wolves that have been seen in our area but haven't had a reason to stay....yet. All of this predatory animal pose a risk to the residents, children and pets.

The proposed farm is also fairly steep uphill from all of our properties. I have a concern of contaminated erosion and runoff considering that most of our wells are drilled in the uppermost part of our properties.

For these reasons, I am asking that the Plumas County Planning Commission NOT approve the rezoning for farm use of a parcel that is so close to an established residential neighborhood.

Thank You for your consideration

Bruce and Tina North
530-635-5112

[Sent from AT&T Yahoo Mail for iPhone](#)

From: [Sue Wickman](#)
To: [Ferguson, Tracey](#)
Cc: [Curt Theriault](#); [Sandy Alford](#); [Craig N. Finta](#); [Bruce North](#); Lucindamansell@msn.com; [Sue Wickman](#)
Subject: Public Meeting for rezoning - March 20,2025
Date: Monday, March 17, 2025 1:00:51 PM
Attachments: [Wickman Proposed letter to Plumas Co.doc](#)

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Tracey - Attached is a letter to the Planning Department and yourself regarding the meeting on March 20, 2025, on rezoning of the property at 7398 Highway 147, Lake Almanor. Our concerns are spelled out in the letter, and because of the very short notice about the meeting, we are unable to attend as we are currently in Arizona. We are confident this letter will be copied and shared with the County Planning Commission. Please let us know if there is any further information needed from us. Thank you. Bill and Sue Wickman

Plumas County Planning Commission and Board of Supervisors:

We are owners of the property 7178 Highway 147, Lake Almanor. Our home backs up to lot 7398 Highway 147 and we would like to voice our concerns regarding the zoning change being proposed at the March 20, 2025 meeting of the Plumas County Planning Commission. We received the notice of the hearing on March 12th for the hearing on March 20th, which doesn't leave a lot of room for planning. We are currently in Arizona and will not be available to attend the hearing to share our concerns. We sincerely hope this letter is considered as public input without us being there.

We have owned this home since 2012 and use it as a family gathering point for us and out of area kids and families. Our permanent residence is in Quincy.

We are in agreement with Curt and Jill Theriault's letter also submitted, with the concerns about odors, flies, rodents as well as predators being drawn to the area. Property values are also of significant concern as well. We don't believe this zoning change and it's impacts should be in a neighborhood.

Our concerns in addition to the Theriault's are as follows. Given that the property owners have now thinned the timber, there are several issues related:

Thinning the old growth timber has released more carbon into the atmosphere. This is now coupled with fact that if the zoning is changed to allow farm animals, it is well known that their waste produces methane gases that will be released into the atmosphere.

Once the stand has been opened up, normal re-vegetation of the area would be grasses, small scrubs and trees that heals the area. If browsing animals are present, they will continually graze this new vegetation and the ground will continually be bare and churned up. Often, hay used for feeding the cattle or horses has star thistle in it and once introduced onto their property, seed will easily be blown onto neighbors properties and become their nuisance as well.

This ground condition will contribute to erosion that will eventually be deposited on the properties down slope. In addition, the animal waste will percolate into the soil and subsoil and be leached downhill. Most of the down slope residents wells are located above their homes, between the increase waste discharge, as well as any eroded waste that could contaminate these wells. The proposed change property owners boundaries are less than 100 feet from these wells.

We are asking the Plumas County Planning Commission **NOT** to recommend the zoning change for 7398 Highway 147 for the concerns stated by the neighboring homes. Again, agreeing with the Theriault letter, at the least, a delay on the decision until we can be present for discussion.

Thank you for taking the time to hear our concerns.

Sincerely,

Bill and Susan Wickman
property address – 7178 Highway 147, Lake Almanor
permanent address – 109 Cottonwood Ct., Quincy
suewickman@sbcglobal.net 530-520-5729

cc: Tracey Ferguson, Plumas County Planning Director traceyferguson@countyofplumas.com



From: [Alfords](#)
To: [Ferguson, Tracey](#)
Subject: To: Plumas County Planning Commission an Board of SupervisorsZoning Change, Ordinance No. 2025
Date: Monday, March 17, 2025 8:53:32 AM

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Re: Zoning Change, Ordinance No. 2025

Sandra Alford
7158 Hwy 147
Lake Almanor, CA, 96137

Home: 1827 Pine Street
Huntington Beach, Ca. 92648

March 17, 2025

Plumas County Planning Commission
520 Main Street
Quincy, Ca

Dear Tracy and Members of the Planning Commission

My name is Sandra Alford. We built and moved into this home at 7158 Hwy 147 in 1988.
We chose this area for its mountain wilderness atmosphere.

Just a note to voice our concerns for proposed farm/ranch on East Shore.
We feel blindsided with the notification only eight days before the hearing.
Also, I am not clear as to the purpose of the 9 - 16.93 acres.
Is it to be a *"Hobby Farm"* or a *Communal Farm*?

I agree with all the points in Curt Theriault's letter, plus possible contamination of all our wells due to runoff.

Also, agree with statements in Bill Wittman's letter concerning Environmental impact and runoff or flooding, due to clearing away of trees and ground cover. Possibly an Environmental Study should be done.

I am writing to express my concerns regarding the proposed Zone Change action for the parcel located at 7398 Highway 147, APN 106-010-004-000, to add approximately 9.0 acres of the Farm Animal Combining Zone ("F") to an existing 16.93-acre Suburban ("S-1") parcel. The addition of the "F" combining zone, which allows for both small and large animal husbandry as defined in the Plumas County Code, has raised several issues of concern that I believe should be addressed before proceeding with any zoning change.

First and foremost, the introduction of large animal husbandry into a suburban area may have

significant implications for both the environment and the quality of life for nearby residents. While the “F” combining zone is appropriate for rural agricultural zones, the density and infrastructure of suburban areas may not be equipped to handle the potential impacts, including noise, odor, traffic, and water usage associated with raising farm animals. Additionally, concerns about runoff from animal enclosures and the potential for well water contamination should be considered carefully, especially in areas with limited public infrastructure.

In closing, I strongly urge the Planning Commission to carefully consider the possible long-term consequences of the proposed zone change and take the necessary steps to ensure that this decision is in the best interest of both the affected parcel and the broader community.

Thank you for your attention to this matter. I look forward to the opportunity for further discussion.

Sincerely,
Sandy Alford
landsalford@gmail.com
714-393-7191

My husband Jason and I want to thank the planning commission for having us here today and especially Tracey Ferguson and Tim Evans for their support and help with this project.

My grandfather, moved to this area because he fell in love with the mountains, lakes, and rural living. He served these communities by owning Lassen Hardware and as supervisor. My father, Alex, now owns and runs that business. Though I moved away for a long time, when we began a family of our own, I could think of no where else I would rather raise my children than these same mountains that raised me. Thankfully, my husband Jason, joins me in having a deep love and appreciation of this area as well as a desire to steward the land here.

Within a few months of moving back, we brought the Westwood Farmers Market to life and the following year, created a non-profit organization whose central purposes are to increase food security and agricultural sustainability in the Lake Almanor basin, which the USDA classifies as a “food desert”.

Our commitment to sustainable living is underpinned by an acute awareness of the challenges our communities face on a daily basis. Every empty egg carton serves as a poignant reminder of the need for local, sustainable food sources that can withstand global disruptions. We wholeheartedly believe that if more people had backyard gardens and small-scale homesteads, it would increase local economy and health, create food security, and stabilize our communities. The vision for our property on highway 147 is to embrace what rural families have done for centuries - grow enough food to feed our family.

We applied for the combined farm zoning as the next step in our journey towards sustainable living. To be specific, we currently keep a dairy goat (with her young for a time), a seasonal hog, and chickens. We understand that the planning commission has to make this determination based on the maximum allowance of 18 hoofed animals. But even at that rate, we are talking about an extremely minimal environmental impact.

Our initial step in creating our homestead was addressing the increasingly important issue of fire safety. With the help of CalFire and our local forester, we have successfully created reduced fuels as well as created an access zone for CalFire to defend Little Dyer Mtn as well as the communities along the East Shore and Hamilton Branch from future fire threats. To this end, and as guided by CalFire, on our property we “retained the largest and most vigorous dominant and codominant trees while cutting trees that were secondary, suppressed, dead, dying or diseased.” Our efforts have not only enhanced public safety but also contributed to a healthier forest ecosystem.

While we've received support and cooperation from many of our neighbors, we were certainly disheartened to hear the comments from others. As a general response, we would like to say that we are in alignment with many of the concerns raised. With the desire to live full-time and homestead on this property, we have *the greatest vested interest* in maintaining a clean water source, predator abatement, soil ecology and integrity, odor & waste management and overall land stewardship. In applying for this combined farm zoning, we are ourselves incurring the burden to comply with not just local ordinances but also act in a manner that shows the utmost respect for the land itself and serves as an example of sustainable rural living for the surrounding communities. Thank you for your consideration.

Jason & Nicole Staniger

PO Box 1840, Westwood, Ca 96137
530-256-3538 / nstaniger@gmail.com

To fellow property owners in the Indian Hills Subdivision:

My husband Jason and I want to introduce ourselves to all of you as well as address some of the concerns you have raised with our request for a “farm overlay” to be applied to our property at 7398 Hwy 147.

My grandfather moved to this area because he fell in love with the mountains, lakes, and rural living. He served these communities by owning Lassen Hardware and as supervisor. My father, Alex, now owns and runs that business. Though I moved away for a long time, when we began a family of our own, we could think of no where else where we would like to raise our children. Thankfully, my husband Jason, joins me in having a deep love and appreciation of this area as well as a desire to steward the land here.

Since the Lake Almanor/Westwood areas are defined by the USDA as a “food desert, within a few months of moving back, we started the Westwood Farmers Market. The following year, we created a non-profit organization whose central purpose is to increase food security by educating families on how to grow their own food (by sustainable gardening and animal husbandry).

Our commitment to sustainable living is underpinned by an acute awareness of the challenges our communities face on a daily basis. Our current egg shortage serves as a poignant reminder of the need for local, sustainable food sources that can withstand supply-chain disruptions. We wholeheartedly believe that if more people had backyard gardens and small-scale homesteads, it would increase local economy and health, create food security, and stabilize our communities. The vision for our property on highway 147 is to embrace what rural families have done for centuries - grow enough food to feed our family.

We applied for the combined farm zoning as the next step in our journey towards sustainable living. To be specific, we currently keep a dairy goat (with her young for a time), a seasonal hog, and chickens. We understand that the planning commission has to make this determination based on the maximum allowance of 18 hoofed animals. But even at that rate, we are talking about an extremely minimal environmental impact. We have consulted the environmental health and agricultural departments of Plumas county to ensure that our homestead would exceed the required spacing from neighboring properties as well as have a negligible environmental impact. They have deemed that this would be the case with our current farm overlay.

Our initial step in creating our homestead was addressing the increasingly important issue of fire safety. With the help of CalFire and our local forester, we have successfully reduced fuels as well as created an access zone for CalFire to defend Little Dyer Mtn as well as the communities along the East Shore and Hamilton Branch from future fire threats. To this end, and as guided by CalFire, they “retained the largest and most vigorous dominant and codominant

trees while cutting trees that were secondary, suppressed, dead, dying or diseased." Our efforts have not only enhanced public safety but also contributed to a healthier forest ecosystem.

While we've received support and cooperation from many of our neighbors to the north and west, we were certainly disheartened to hear the comments from all of you. As a general response, we would like to say that we are in alignment with many of the concerns raised. With the desire to live full-time and homestead on this property, we have *the greatest vested interest* in maintaining a clean water source, predator abatement, soil ecology and integrity, odor & waste management and overall land stewardship. In applying for this combined farm zoning, we are ourselves incurring the burden to comply with not just local ordinances but also act in a manner that shows the utmost respect for the land itself and serves as an example of sustainable rural living for the surrounding communities. For each concern you've raised, we have already talked with the relevant county departments and consultants and have mitigation measures in our plan. We are happy to discuss any of these with you personally and were able to present those at the planning commission meeting as well.

We appreciated meeting the Flintas, who came to the planning commission meeting this week. We have, indeed, enjoyed meeting many of the neighbors who have introduced themselves from the broader Hamilton Branch community. Since we bought the properties, we have had to correct a general misunderstanding regarding the road which is marked "Private Road" and accesses our properties from Hwy 147. This road belongs primarily to us, though the owner of 7500 (Mr. Walter Lobitz), owns a portion of it as well. The road exits onto his property (where the "Private Road" marker is), then curves onto ours at the first bend, crosses his just after the bend, and then is exclusively ours after the gate we put up a few years ago. PG&E has a deeded easement from 1945 to use the road for access to their Penstock - this easement is still in place (which is why the gate has both a private lock and PG&E lock on it).

We discovered a significant amount of seasonal recreational traffic using our road the summer of '22. We had friendly conversations with many of the folks who were using it, most were very respectful and understanding of our desire to reduce general traffic on the road. However, some were very caustic and beligerent. We decided to put up the gate after a UTV driver nearly hit my 6-year-old on his way to the gas station. That same week, we were felling a large dead-top tree (~34in diameter) and 2 minutes after it fell, a man with earbuds came hiking up the road completely oblivious to his surroundings. There were so many people using the road, that we didn't feel that we could safely allow our kids to play on the property OR keep other people safe who were unaware they were in a work-site. However, we have granted access to several neighbors who approached us seeking permission.

It is our desire, and always has been, to be respectful neighbors. We would kindly ask the same of you. We hope that this letter has eased some of your concerns and corrected some misunderstandings. Please don't hesitate to ask any questions of us and we look forward to meeting many more of you!

Respectfully,

Jason & Nicole Staniger

RESOLUTION NUMBER P.C. 2025-01

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS TO FIND THE ZONE CHANGE (ZC 9-23/24-01) EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CEQA GUIDELINES SECTION 15061(B)(3) AND ADOPT THE ZONE CHANGE ZONING ORDINANCE APPROVING THE ZONE CHANGE

WHEREAS, pursuant to Plumas County Code Section 9-2.4001, Purpose (“F”), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 40 Farm Animal Combining Zone (“F”), the purpose of the Farm Animal Combining Zone (F) is to provide for animal husbandry; and

WHEREAS, pursuant to Plumas County Code Section 9-2.4002, Uses (“F”), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 40 Farm Animal Combining Zone (“F”), the uses permitted in the Farm Animal Combining Zone (F) are (1) small animal husbandry; and (2) large animal husbandry; and

WHEREAS, pursuant to Plumas County Code Section 9-2.209 (Animal husbandry, large animals), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, “Animal husbandry, large animals” shall mean the care and raising of hoofed livestock for the personal use of residents of the property, 4-H market and breeding projects, except horses, cows, and pigs, and the care and raising of horses, cows, and pigs at the ratio of two (2) animals with their young (one year old or less) for the first acre of property and one additional animal for each additional one-half (½) acre. Horses, cows, or pigs may not be kept on parcels smaller than one acre; and

WHEREAS, pursuant to Plumas County Code Section 9-2.210 (Animal husbandry, small animals), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, “Animal husbandry, small animals” shall mean the care and raising of hoofless livestock for the personal use of residents of the property and 4-H market projects; and

WHEREAS, pursuant to Plumas County Code Section 9-2.1502, Uses (“S-1”), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 15 Suburban Zone (“S-1”), the use “Animal husbandry, small animals” is permitted in the “S-1” zoning district; and

WHEREAS, Jason and Nicole Staniger, property owners/applicants, submitted a Zone Change application on July 18, 2023, adding the Farm Animal Combining Zone (“F”) to a 9.0-acre portion of 7398 Highway 147, Lake Almanor, California, APN 106-010-004-000, 16.93-acre parcel, with Suburban (“S-1”) parcel zoning to allow for both “Animal husbandry, large animals” and “Animal husbandry, small animals,” and

WHEREAS, the Planning Commission held a properly noticed public hearing on March 20, 2025, for the Zone Change (ZC 9-23/24-01) and received testimony from all interested parties; and

WHEREAS, the testimony and evidence received justifies the recommendation to amend the zoning as set forth in Exhibit “A” attached herein, adding approximately 9.0 acres of the Farm Animal Combining Zone (“F”) to the approximately 16.93-acre Suburban (“S-1”) parcel zoning.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California, recommends that the Board of Supervisors:

A. Find the Zone Change (ZC 9-23/24-01) approval by Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment, making Findings 1 through 20, as follows:

1. Aesthetics

The proposed use is for the keeping and pasturing of large animal husbandry (i.e., hoofed livestock). The lighting proposed as part of all accessory structures built in association with the large animal husbandry use would be subject to the applicable portions of Plumas County Code, including Section 9-2.411 (Lighting facilities), which requires lighting facilities to be installed as to focus away from adjoining properties.

2. Agriculture and Forestry Resources

The County Agricultural Commissioner has indicated that the site is well suited for pasture. The property has been recently logged, subject to a Timber Harvest Plan (THP) dated March 29, 2024, and does not have significant timber resources.

3. Air Quality

There are no impacts to air quality from this proposed project. Any odor concerns would be addressed through the requirements of the Plumas County Code Title 6 Sanitation and Health, including but not limited to, Section 6-10.117 (Animal waste).

4. Biological Resources

Pursuant to Figure 4.11-2, Important Species Habitat Locations, in the 2035 General Plan Environmental Impact Report (EIR), the subject property is located within a seasonal deer migration corridor. The subject project is to allow the keeping and pasturing of hoofed livestock, which, due to the nature of the Zone Change project, would include potential development of accessory structures; however, not at a density or intensity that would cause an impact to the deer migration corridor.

5. Cultural Resources

No cultural resources are known to exist on the property. The property was recently subject to a THP and no cultural resources were located. There would be no impact to cultural resources as a result of the Zone Change.

6. Energy

Due to the nature of the proposed project being a Zone Change to allow the keeping and pasturing of hoofed livestock, no wasteful, inefficient, or unnecessary consumption of energy resources would occur.

7. Geology and Soils

The site has not been shown to exhibit sensitive soils or geologic hazards. Development of accessory structures could result from the proposed Zone Change, which if greater than 200 square feet, would require engineered construction documents with soils analysis pursuant to a County issued building permit. No exposure of people to geologic hazards would result from the implementation of the proposed project.

8. Greenhouse Gas Emissions

There would be no impact to greenhouse gas emissions as a result of the proposed project.

9. Hazards and Hazardous Materials

The keeping and pasturing of hoofed livestock would not involve the use or storage of hazardous materials.

10. Hydrology and Water Quality

With the application of proper manure management procedures and compliance with Plumas County Code provisions, Title 6 Sanitation and Health, in addition to the California Department of Water Resources, Water Well Standards (Bulletins 74-81 and 74-90 combined) Part II Water Well Construction, Section 8 Well Location with Respect to Contaminants and Pollutants, Section A (Separation), which requires all water wells to be located at 100 feet minimum horizontal separation distance from known or potential sources of pollution and contamination, including barnyard and stable areas and animal or fowl enclosures, there would not be any adverse impacts to water quality. Any accessory structures as a result of the proposed large animal husbandry use would be subject to the applicable portions of Plumas County Code. Further, there would be no exposure of people to flood hazards resulting from the proposed project.

11. Land Use and Planning

The Zone Change to add the Farm Animal Combining Zone (“F”) is subject to the applicable goals, policies, and implementations measures of the Plumas County 2035 General Plan, including Public Health and Safety (PHS) Element Policy 6.8.3 Support for Local, Organic, and Grass Fed Agriculture; Public Health and Safety (PHS) Element Policy 6.8.5 Community Food Security; and Agriculture and Forestry (AG/FOR) Element Policy 8.4.1 Healthy Local Food Supply, and the Zone Change has been found to be consistent and in compliance with these policies, which support adding the “F” combining zone, as follows:

- a. The use of the “F” combining zone designated lands on the property would include the seeding of the pastures with a specific grass seed mix and the animals kept on the property would be rotated between pastures to ensure no overgrazing of the land. In not overgrazing the land, it would ensure the availability of the food source for the livestock, which would result in a consistent growth of the livestock and food source production for the property owner.

b. Allowing the keeping and pasturing of any type of farm animal on the property would allow and ensure the property owner's ability to be self-reliant and resilient in relation to their food source by having the ability to produce their own food such as meat and milk. Additionally, should the property owner elect to do so, there is potential for the property owner, through obtaining the applicable permits from, for example, the Environmental Health Department, to contribute to the food system of Plumas County with products they may produce from agricultural operations on the property.

12. Mineral Resources

The proposed project is not zoned for Mining ("M") or mineral extraction and does not contain mineral resources.

13. Noise

The proposed project is a Zone Change that would allow for the keeping and pasturing of hoofed livestock. The noise level of farm animals, on average, is 90 decibels, with a maximum average of 100 decibels for pigs. Parcels to the north are zoned Recreation ("Rec-1"), and Suburban ("S-1"); to the east are railroad tracks and parcels zoned Suburban ("S-1") and Rural 20-acre ("R-20"); to the south are parcels zoned Suburban ("S-1"); and to the west are parcels zoned Periphery Commercial ("C-2"), Recreation Commercial ("R-C"), and Suburban ("S-1"). Accounting for standard industry noise attenuation at the reduction rate of six (6) decibels for the doubling of distance from the noise source (i.e., farm animals), taking into consideration the Plumas County Zoning Code, Title 9 Planning and Zoning "S-1" zoning district minimum yard requirements (i.e., setbacks) of five (5) feet per story for the side and rear yards results in a maximum decibel level of 56 decibels at the subject property line. The community noise exposure level normally acceptable for residential low density single family, duplex, and mobile home land uses pursuant to Figure 22, Community Noise Exposure, in the 2035 General Plan, is not to exceed 60 decibels. Therefore, the proposed project is compliant with the 2035 General Plan community noise exposure levels.

14. Population and Housing

The project does not propose to add population or dwelling units.

15. Public Services

The subject property would have a well, and the less than 1-acre "S-1" zoned parcels adjacent to the subject property fronting Highway 147 may have wells. A 150-foot setback buffer for the Farm Animal Combining Zone ("F") is proposed on the property as part of the project to ensure the minimum 100-foot setback horizontal separation distance from known or potential sources of pollution and contamination, including barnyard and stable areas and animal or fowl enclosures, is maintained from any potential well on the "S-1" zoned parcels adjacent to the subject property fronting Highway 147 to avoid any adverse impacts to public services. No public utility easements would be impacted as a result of the Zone Change.

16. Recreation

The project is for a Zone Change for the keeping of hoofed livestock and would not have an impact on recreation.

17. Transportation

No impact would occur as a result of the proposed project for transportation and traffic.

18. Tribal Cultural Resources

The subject property is not located within an area of known tribal cultural resources and would not impact tribal cultural resources.

19. Utilities and Service Systems

Electrical power, water, and sewage disposal are available to the site. The project would not impact utility and service systems.

20. Wildfire

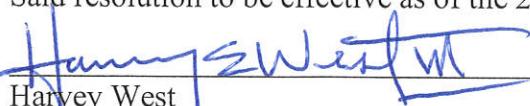
A THP was prepared in compliance with the applicable California Department of Forestry and Fire Protection (CAL FIRE) requirements for the property, and the subject property was subsequently logged. The logging that occurred reduced the wildfire risk of the property. Additionally, the keeping of farm animals on the property would help to mitigate fire risk of the property by the animal(s) grazing the open pasture area, reducing fuels available for fire.

B. Adopt the Zoning Ordinance approving the Zone Change as shown in Exhibit "A" attached herein.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 20th day of March, 2025, by the following roll call vote:

AYES:	Commissioners:	West, Spencer, Lewis
NOES:	Commissioners:	Montgomery
ABSENT:	Commissioners:	Hoffman Stout
ABSTAIN:	Commissioners:	

Said resolution to be effective as of the 20th day of March, 2025.


Harvey West
Chair, Plumas County Planning Commission

ATTEST:

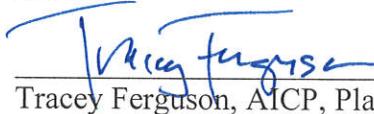

Tracey Ferguson, AICP, Planning Director

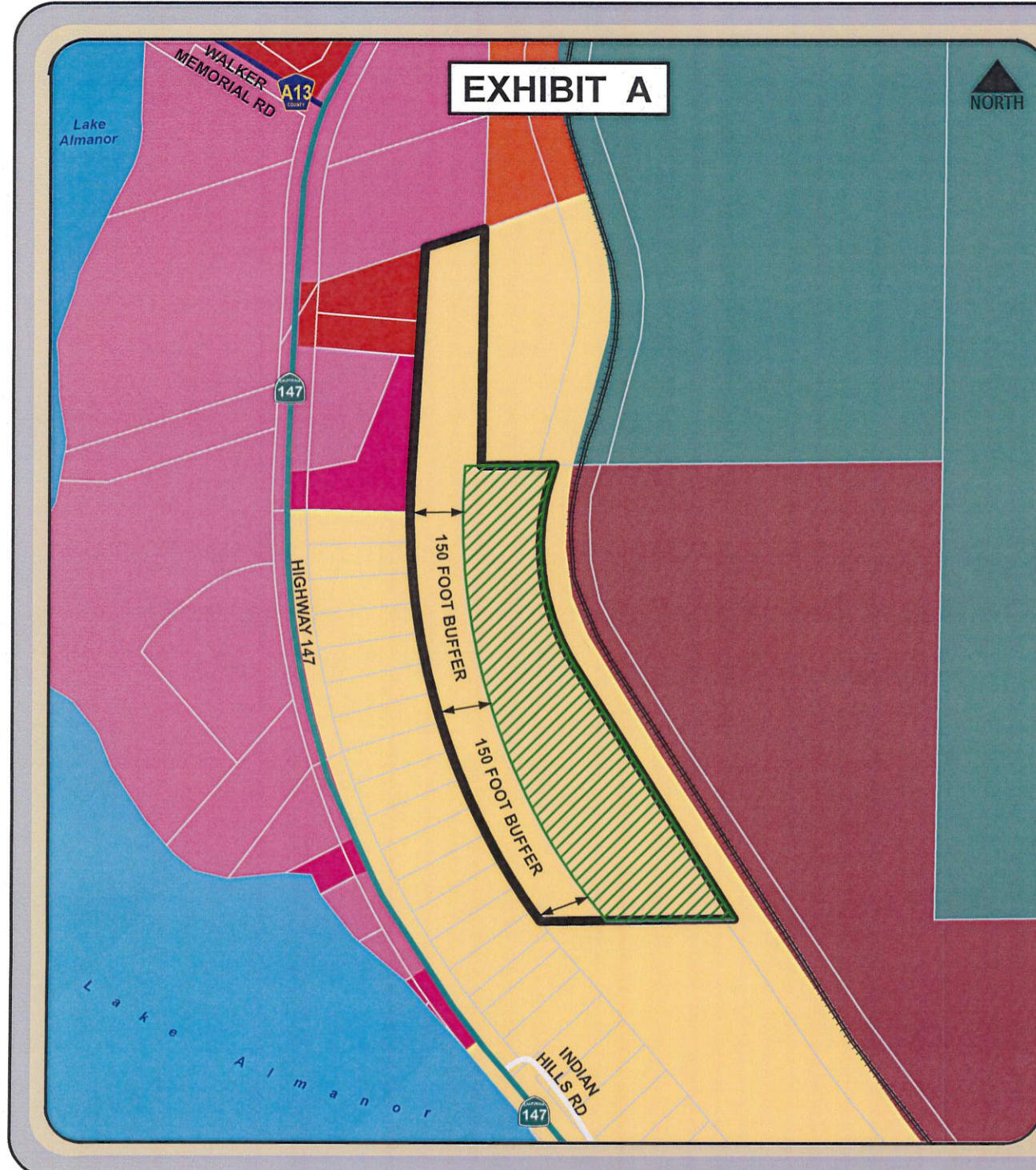
EXHIBIT "A"

ZONE CHANGE (ZC 9-23/24-01)

JASON AND NICOLE STANIGER, PROPERTY OWNERS/APPLICANTS

**ZONING CERTAIN REAL PROPERTY CONSISTENT WITH THE ZONE CHANGE
ZONING ORDINANCE ADDING THE FARM ANIMAL COMBINING ZONE (F) TO A
PORTION OF 7398 HIGHWAY 147, LAKE ALMANOR, UNINCORPORATED PLUMAS
COUNTY, CALIFORNIA, ASSESSOR PARCEL NUMBER 106-010-004-000, TOWNSHIP
28 NORTH/RANGE 8 EAST/SECTION 21, MDM**

Amend the zoning applied to the parcel *adding* approximately 9.0 acres of the Farm Animal Combining Zone ("F") *to* the approximately 16.93-acre Suburban ("S-1") parcel zoning.



Staniger Zone Change

ZC 9-23/24-01

7398 Hwy 147, Lake Almanor
APN: 106-010-004-000

Legend

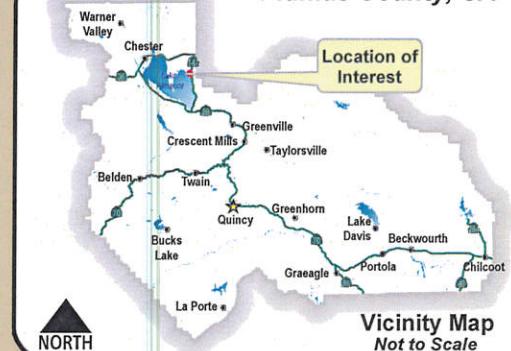
Farm Animal Combining Zone (F) - Approx. 9.0 acres	Staniger Parcel Approx. 16.93 acres
Assessor Parcel	Lake
State Highway	Roads
County Route	Railroad

Zoning

Suburban (S-1)
Recreation Open-Space (Rec-OS)
Recreation Commercial (R-C)
Recreation 1-3 acres (Rec-1)
Periphery Commercial (C-2)
Timberland Production (TPZ)
Rural 20-acre (R-20)

0 212.5 425 850 Feet

Plumas County, CA



Vicinity Map
Not to Scale



PLUMAS COUNTY GIS

555 Main Street

Quincy, CA 95971

(530) 283-7011

www.plumascounty.us

Plot Date: 3/10/2025

Data Sources: Plumas County Framework Data, Projection: California State Plane, Zone 1, NAD 1983

For reprints, mapping or additional information please contact Plumas County GIS

Disclaimer

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**ZONE CHANGE ZONING ORDINANCE
STANIGER ZONE CHANGE (ZC 9-23/24-01)
ORDINANCE NO. 2025-_____**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
ZONING CERTAIN REAL PROPERTY CONSISTENT WITH THE ZONE CHANGE
ADDING THE FARM ANIMAL COMBINING ZONE (F) TO A PORTION OF
7398 HIGHWAY 147, LAKE ALMANOR, APN 106-010-004-000
ENACTED BY BOARD OF SUPERVISORS RESOLUTION NO. 2025-_____**

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

SECTION 1. Ordinance

The real property particularly described therein by Assessor Parcel Number 106-010-004-000 is hereby zoned S-1 (Suburban) zoning classification enumerated in Plumas County Code (PCC) Section 9-2.301, and described in PCC Title 9 Planning and Zoning, Chapter 2 Zoning, Article 15 Suburban Zone (S-1), Sections 9-2.1501 through 9-2.1507; and adding F (Farm Animal Combining Zone) zoning classification enumerated in PCC Section 9-2.301, and described in PCC Title 9 Planning and Zoning, Chapter 2 Zoning, Article 40 Farm Animal Combining Zone (F), Sections 9-2.4001 and 9-2.4002, as implemented by Exhibit "A" attached hereto.

SECTION 2. Resolutions

The adding of the Farm Animal Combining Zone (F) to a portion of 7398 Highway 147 (APN 106-010-004-000) is consistent with and will serve to implement the Zone Change (Staniger ZC 9-23/24-01) Zoning Ordinance recommended by Planning Commission Resolution No. 2025-01 and enacted by the Board of Supervisors Resolution No. 2025-_____.

SECTION 3. Environmental

The Ordinance adoption is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Sec. 15061(b)(3) because after conducting the initial environmental evaluation for the project, which showed no potential adverse effects on the environment, it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. Further, Plumas County Codes, in addition to regional, state, and federal regulatory standards and regulations, would serve to address potential environmental effects.

SECTION 4. Zoning Plan Maps

The Plumas County Planning Director is hereby directed to reflect the zoning as provided for in this Ordinance and pursuant to Section 9-2.302 (Zoning Plan Maps) of the Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 3 Establishment of Zones.

SECTION 5. Codification

This Ordinance shall not be codified.

SECTION 6. Publication

A summary of this Ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the adoption of the Ordinance, once, with the names of the supervisors voting for and against the Ordinance, at the Board of Supervisors' chambers and shall remain posted thereafter for at least one (1) week.

SECTION 7. Effective Date

This Ordinance shall become effective thirty (30) days after the adoption date.

The foregoing Ordinance was introduced on April 1, 2025, and duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on this 8th day of April, 2025 by the following vote:

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

Kevin Goss, Chair of the Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board of Supervisors

Approved as to form:



Sara James, Attorney
County Counsel's Office

EXHIBIT “A”

ZONE CHANGE (ZC 9-23/24-01)

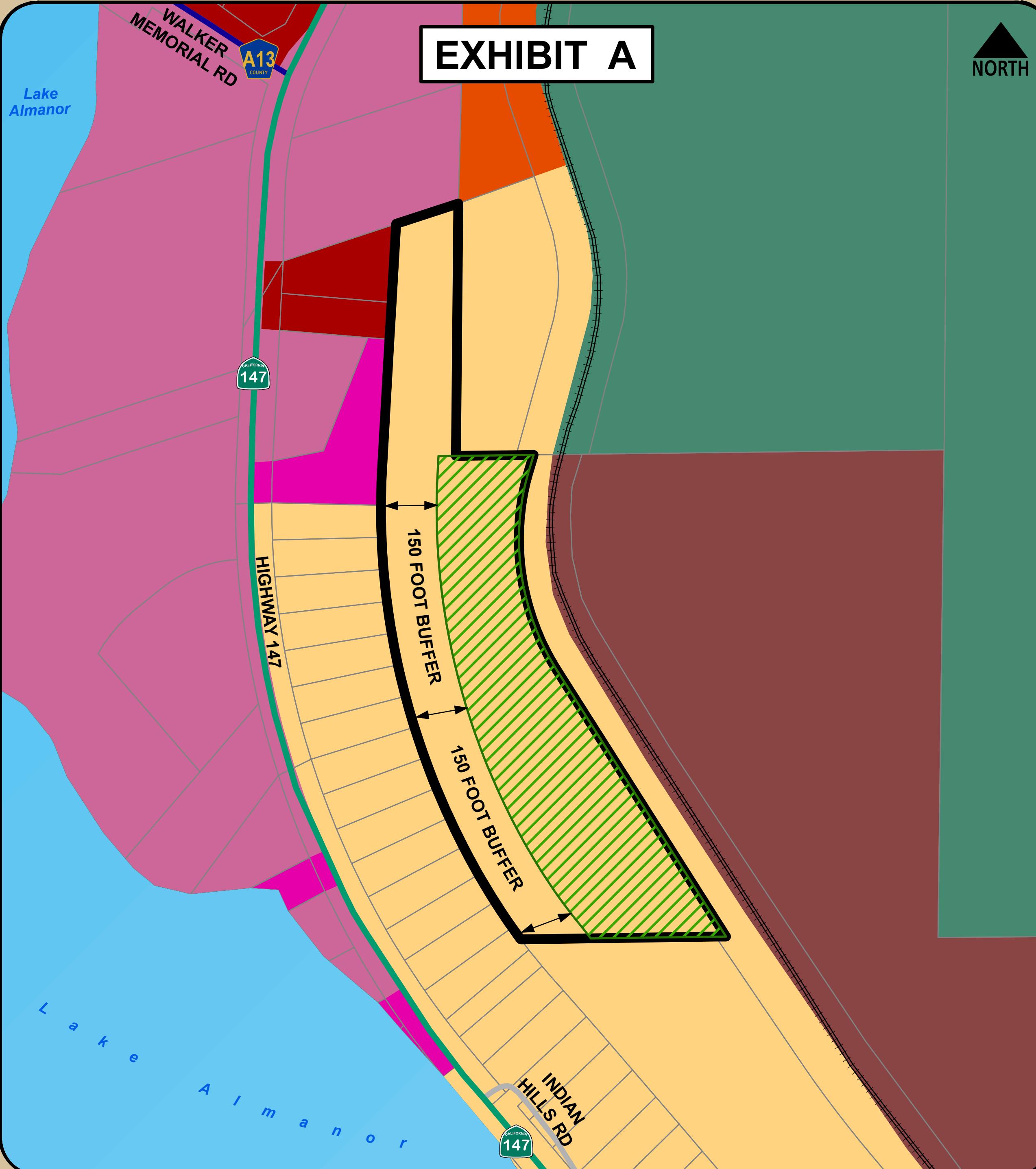
JASON AND NICOLE STANIGER, PROPERTY OWNERS/APPLICANTS

**ZONING CERTAIN REAL PROPERTY CONSISTENT WITH THE ZONE CHANGE
ZONING ORDINANCE ADDING THE FARM ANIMAL COMBINING ZONE (F) TO A
PORTION OF 7398 HIGHWAY 147, LAKE ALMANOR, UNINCORPORATED PLUMAS
COUNTY, CALIFORNIA, ASSESSOR PARCEL NUMBER 106-010-004-000, TOWNSHIP
28 NORTH/RANGE 8 EAST/SECTION 21, MDM**

Amend the zoning applied to the parcel *adding* approximately 9.0 acres of the Farm Animal Combining Zone (“F”) *to* the approximately 16.93-acre Suburban (“S-1”) parcel zoning.

EXHIBIT A

NORTH



Staniger Zone Change

ZC 9-23/24-01

7398 Hwy 147, Lake Almanor
APN: 106-010-004-000

Legend

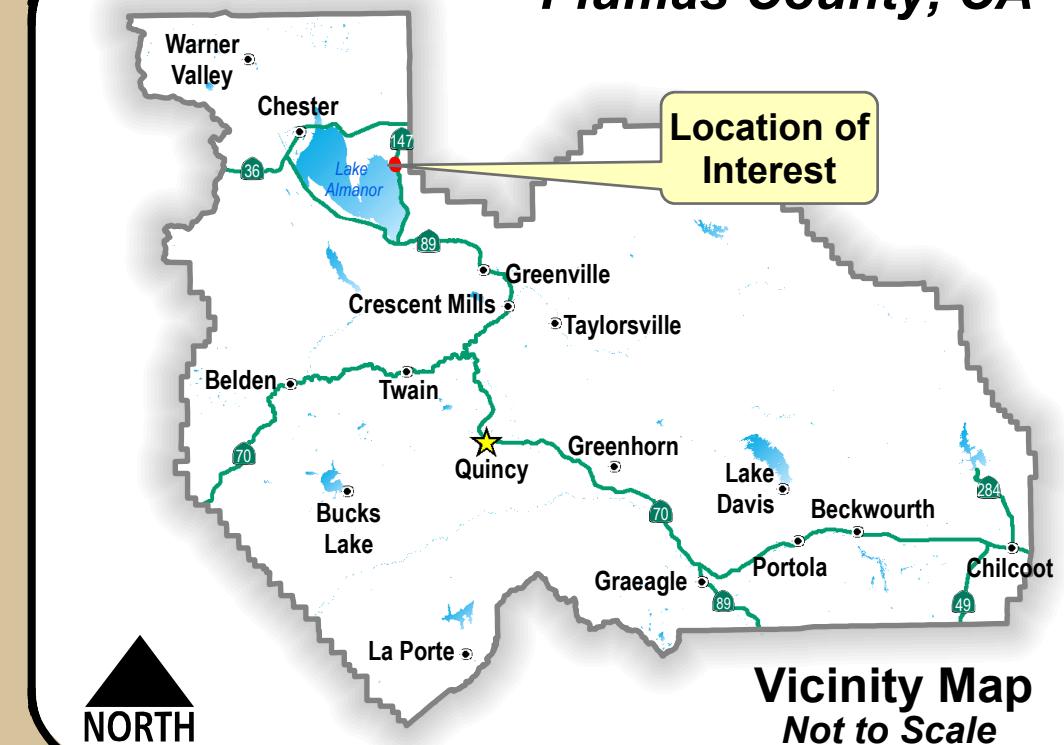
Farm Animal Combining Zone (F) - Approx. 9.0 acres	Staniger Parcel Approx. 16.93 acres
Assessor Parcel	Lake
State Highway	Roads
County Route	Railroad

Zoning

Suburban (S-1)
Recreation Open-Space (Rec-OS)
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Plumas County, CA



Vicinity Map
Not to Scale



PLUMAS COUNTY GIS

555 Main Street
Quincy, CA 95971
(530) 283-7011
www.plumascounty.us

Plot Date: 3/10/2025

Data Sources: Plumas County Framework Data; Projection: California State Plane, Zone 1, NAD 1983

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BOARD OF SUPERVISORS
RESOLUTION NO. 2025-_____

2025 SPRING
PLUMAS COUNTY ZONE CHANGE
STANIGER ZC 9-23/24-01

WHEREAS, pursuant to Plumas County Code Section 9-2.4001, Purpose (“F”), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 40 Farm Animal Combining Zone (“F”), the purpose of the Farm Animal Combining Zone (F) is to provide for animal husbandry; and

WHEREAS, pursuant to Plumas County Code Section 9-2.4002, Uses (“F”), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 40 Farm Animal Combining Zone (“F”), the uses permitted in the Farm Animal Combining Zone (F) are (1) small animal husbandry; and (2) large animal husbandry; and

WHEREAS, pursuant to Plumas County Code Section 9-2.209 (Animal husbandry, large animals), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, “Animal husbandry, large animals” shall mean the care and raising of hooved livestock for the personal use of residents of the property, 4-H market and breeding projects, except horses, cows, and pigs, and the care and raising of horses, cows, and pigs at the ratio of two (2) animals with their young (one year old or less) for the first acre of property and one additional animal for each additional one-half (½) acre. Horses, cows, or pigs may not be kept on parcels smaller than one acre; and

WHEREAS, pursuant to Plumas County Code Section 9-2.210 (Animal husbandry, small animals), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, “Animal husbandry, small animals” shall mean the care and raising of hoofless livestock for the personal use of residents of the property and 4-H market projects; and

WHEREAS, pursuant to Plumas County Code Section 9-2.1502, Uses (“S-1”), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 15 Suburban Zone (“S-1”), the use “Animal husbandry, small animals” is permitted in the “S-1” zoning district; and

WHEREAS, Jason and Nicole Staniger, property owners/applicants, submitted a Zone Change application on July 18, 2023, adding the Farm Animal Combining Zone (“F”) to a 9.0-acre portion of 7398 Highway 147, Lake Almanor, California, APN 106-010-004-000, 16.93-acre parcel, with Suburban (“S-1”) parcel zoning to allow for both “Animal husbandry, large animals” and “Animal husbandry, small animals;” and

WHEREAS, the Planning Commission held a properly noticed public hearing on March 20, 2025, for the Zone Change (ZC 9-23/24-01) and received testimony from all interested parties; and

WHEREAS, Planning Commission Resolution Number P.C. 2025-01 was duly passed and adopted by the Plumas County Planning Commission on March 20, 2025, by a roll call vote of 3 YES; 1 NO; and 1 ABSENT; recommending the Board of Supervisors find the Zone Change approval by Ordinance exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) and adopt the Zoning Ordinance approving the Zone Change; and

WHEREAS, the Board of Supervisors held a properly noticed public hearing on April 1, 2025, for the Zone Change (ZC 9-23/24-01) and received testimony from all interested parties; and

WHEREAS, the testimony and evidence received by the Board of Supervisors justifies the recommendation to amend the zoning as set forth in Exhibit "A" attached herein, adding approximately 9.0 acres of the Farm Animal Combining Zone ("F") to the approximately 16.93-acre Suburban ("S-1") parcel zoning.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that this Board, pursuant to the authority granted by the Government Code of the State of California:

A. Find the Zone Change (ZC 9-23/24-01) approval by Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment, making Findings 1 through 20, as follows:

1. Aesthetics

The proposed use is for the keeping and pasturing of large animal husbandry (i.e., hoofed livestock). The lighting proposed as part of all accessory structures built in association with the large animal husbandry use would be subject to the applicable portions of Plumas County Code, including Section 9-2.411 (Lighting facilities), which requires lighting facilities to be installed as to focus away from adjoining properties.

2. Agriculture and Forestry Resources

The County Agricultural Commissioner has indicated that the site is well suited for pasture. The property has been recently logged, subject to a Timber Harvest Plan (THP) dated March 29, 2024, and does not have significant timber resources.

3. Air Quality

There are no impacts to air quality from this proposed project. Any odor concerns would be addressed through the requirements of the Plumas County Code Title 6 Sanitation and Health, including but not limited to, Section 6-10.117 (Animal waste).

4. Biological Resources

Pursuant to Figure 4.11-2, Important Species Habitat Locations, in the 2035 General Plan Environmental Impact Report (EIR), the subject property is located within a seasonal deer migration corridor. The subject project is to allow the keeping and pasturing of hoofed livestock, which, due to the nature of the Zone Change project, would include potential development of accessory structures; however, not at a density or intensity that would cause an impact to the deer migration corridor.

5. Cultural Resources

No cultural resources are known to exist on the property. The property was recently subject to a THP and no cultural resources were located. There would be no impact to cultural resources as a result of the Zone Change.

6. Energy

Due to the nature of the proposed project being a Zone Change to allow the keeping and pasturing of hoofed livestock, no wasteful, inefficient, or unnecessary consumption of energy resources would occur.

7. Geology and Soils

The site has not been shown to exhibit sensitive soils or geologic hazards. Development of accessory structures could result from the proposed Zone Change, which if greater than 200 square feet, would require engineered construction documents with soils analysis pursuant to a County issued building permit. No exposure of people to geologic hazards would result from the implementation of the proposed project.

8. Greenhouse Gas Emissions

There would be no impact to greenhouse gas emissions as a result of the proposed project.

9. Hazards and Hazardous Materials

The keeping and pasturing of hoofed livestock would not involve the use or storage of hazardous materials.

10. Hydrology and Water Quality

With the application of proper manure management procedures and compliance with Plumas County Code provisions, Title 6 Sanitation and Health, in addition to the California Department of Water Resources, Water Well Standards (Bulletins 74-81 and 74-90 combined) Part II Water Well Construction, Section 8 Well Location with Respect to Contaminants and Pollutants, Section A (Separation), which requires all water wells to be located at 100 feet minimum horizontal separation distance from known or potential sources of pollution and contamination, including barnyard and stable areas and animal or fowl enclosures, there would not be any adverse impacts to water quality. Any accessory structures as a result of the proposed large animal husbandry use would be subject to the applicable portions of Plumas County Code. Further, there would be no exposure of people to flood hazards resulting from the proposed project.

11. Land Use and Planning

The Zone Change to add the Farm Animal Combining Zone (“F”) is subject to the applicable goals, policies, and implementations measures of the Plumas County 2035 General Plan, including Public Health and Safety (PHS) Element Policy 6.8.3 Support for Local, Organic, and Grass Fed Agriculture; Public Health and Safety (PHS) Element Policy 6.8.5 Community Food Security; and Agriculture and Forestry (AG/FOR) Element Policy 8.4.1 Healthy Local Food Supply, and the Zone

Change has been found to be consistent and in compliance with these policies, which support adding the “F” combining zone, as follows:

- a. The use of the “F” combining zone designated lands on the property would include the seeding of the pastures with a specific grass seed mix and the animals kept on the property would be rotated between pastures to ensure no overgrazing of the land. In not overgrazing the land, it would ensure the availability of the food source for the livestock, which would result in a consistent growth of the livestock and food source production for the property owner.
- b. Allowing the keeping and pasturing of any type of farm animal on the property would allow and ensure the property owner’s ability to be self-reliant and resilient in relation to their food source by having the ability to produce their own food such as meat and milk. Additionally, should the property owner elect to do so, there is potential for the property owner, through obtaining the applicable permits from, for example, the Environmental Health Department, to contribute to the food system of Plumas County with products they may produce from agricultural operations on the property.

12. Mineral Resources

The proposed project is not zoned for Mining (“M”) or mineral extraction and does not contain mineral resources.

13. Noise

The proposed project is a Zone Change that would allow for the keeping and pasturing of hooved livestock. The noise level of farm animals, on average, is 90 decibels, with a maximum average of 100 decibels for pigs. Parcels to the north are zoned Recreation (“Rec-1”), and Suburban (“S-1”); to the east are railroad tracks and parcels zoned Suburban (“S-1”) and Rural 20-acre (“R-20”); to the south are parcels zoned Suburban (“S-1”); and to the west are parcels zoned Periphery Commercial (“C-2”), Recreation Commercial (“R-C”), and Suburban (“S-1”). Accounting for standard industry noise attenuation at the reduction rate of six (6) decibels for the doubling of distance from the noise source (i.e., farm animals), taking into consideration the Plumas County Zoning Code, Title 9 Planning and Zoning “S-1” zoning district minimum yard requirements (i.e., setbacks) of five (5) feet per story for the side and rear yards results in a maximum decibel level of 56 decibels at the subject property line. The community noise exposure level normally acceptable for residential low density single family, duplex, and mobile home land uses pursuant to Figure 22, Community Noise Exposure, in the 2035 General Plan, is not to exceed 60 decibels. Therefore, the proposed project is compliant with the 2035 General Plan community noise exposure levels.

14. Population and Housing

The project does not propose to add population or dwelling units.

15. Public Services

The subject property would have a well, and the less than 1-acre “S-1” zoned parcels adjacent to the subject property fronting Highway 147 may have wells. A 150-foot setback buffer for the Farm Animal Combining Zone (“F”) is proposed on the property as part of the project to ensure the minimum 100-foot setback horizontal separation distance from known or potential sources of pollution and contamination, including barnyard and stable areas and animal or fowl enclosures, is maintained from any potential well on the “S-1” zoned parcels adjacent to the subject property fronting Highway 147 to avoid any adverse impacts to public services. No public utility easements would be impacted as a result of the Zone Change.

16. Recreation

The project is for a Zone Change for the keeping of hoofed livestock and would not have an impact on recreation.

17. Transportation

No impact would occur as a result of the proposed project for transportation and traffic.

18. Tribal Cultural Resources

The subject property is not located within an area of known tribal cultural resources and would not impact tribal cultural resources.

19. Utilities and Service Systems

Electrical power, water, and sewage disposal are available to the site. The project would not impact utility and service systems.

20. Wildfire

A THP was prepared in compliance with the applicable California Department of Forestry and Fire Protection (CAL FIRE) requirements for the property, and the subject property was subsequently logged. The logging that occurred reduced the wildfire risk of the property. Additionally, the keeping of farm animals on the property would help to mitigate fire risk of the property by the animal(s) grazing the open pasture area, reducing fuels available for fire.

B. Adopt Zone Change Zoning Ordinance No. 2025-_____ approving the Zone Change as shown in Exhibit “A” attached herein and direct the Plumas County Planning Director to reflect the zoning as provided for in the Ordinance and pursuant to Section 9-2.302 (Zoning Plan Maps) of the Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 3 Establishment of Zones.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on this 8th day of April, 2025, by the following vote:

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

Kevin Goss, Chair of the Board of
Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board of Supervisors

Approved as to form:

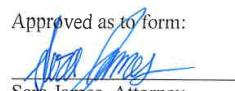

Sara James, Attorney
County Counsel's Office

EXHIBIT “A”

ZONE CHANGE (ZC 9-23/24-01)

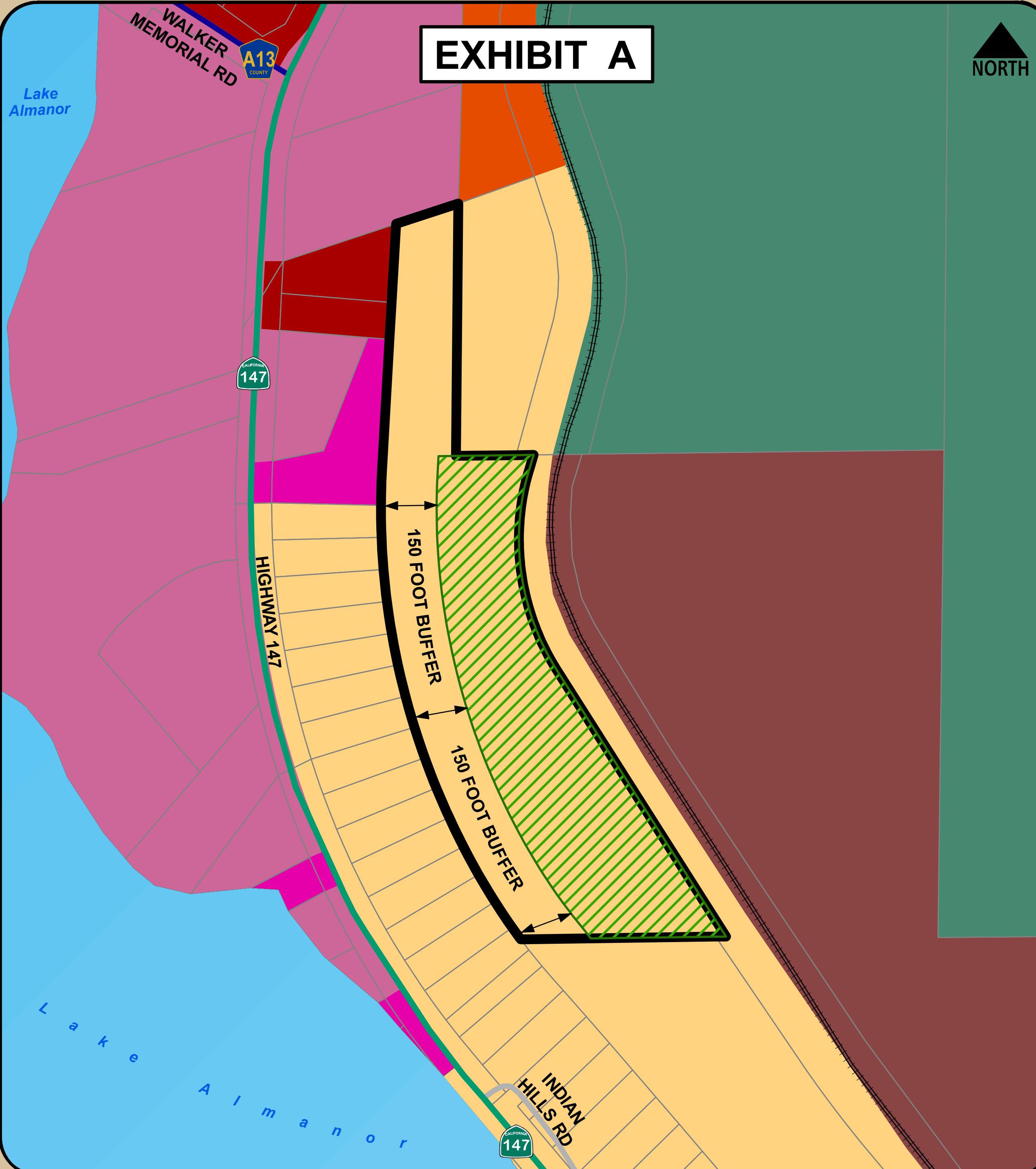
JASON AND NICOLE STANIGER, PROPERTY OWNERS/APPLICANTS

**ZONING CERTAIN REAL PROPERTY CONSISTENT WITH THE ZONE CHANGE
ZONING ORDINANCE ADDING THE FARM ANIMAL COMBINING ZONE (F) TO A
PORTION OF 7398 HIGHWAY 147, LAKE ALMANOR, UNINCORPORATED PLUMAS
COUNTY, CALIFORNIA, ASSESSOR PARCEL NUMBER 106-010-004-000, TOWNSHIP
28 NORTH/RANGE 8 EAST/SECTION 21, MDM**

Amend the zoning applied to the parcel *adding* approximately 9.0 acres of the Farm Animal Combining Zone (“F”) to the approximately 16.93-acre Suburban (“S-1”) parcel zoning.

EXHIBIT A

NORTH



Staniger Zone Change

ZC 9-23/24-01

7398 Hwy 147, Lake Almanor
APN: 106-010-004-000

Legend

- Farm Animal Combining Zone (F) - Approx. 9.0 acres
- Staniger Parcel Approx. 16.93 acres
- Assessor Parcel
- Lake
- State Highway
- Roads
- County Route
- Railroad

Zoning

- Suburban (S-1)
- Recreation Open-Space (Rec-OS)
- Recreation Commercial (R-C)
- Recreation 1-3 acres (Rec-1)
- Periphery Commercial (C-2)
- Timberland Production (TPZ)
- Rural 20-acre (R-20)

0 212.5 425 850 Feet

Plumas County, CA



Vicinity Map
Not to Scale



PLUMAS COUNTY GIS

555 Main Street
Quincy, CA 95971
(530) 283-7011
www.plumascounty.us

Plot Date: 3/10/2025

Data Sources: Plumas County Framework Data; Projection: California State Plane, Zone 1, NAD 1983

For reprints, mapping or additional information please contact Plumas County GIS

Disclaimer

Although a great deal of effort was made by Plumas County GIS to gather the mapping elements presented in this document, it does not constitute a complete and accurate representation of actual physical elements on the ground. Reasonable efforts have been made by Plumas County GIS to verify that this map accurately interprets the source data used in its preparation; however, a degree of error is inherent in all maps, and this map may contain omissions and errors in scale, resolution, rectification, positional accuracy, development methodology, interpretation of source data, and other circumstances. As additional data becomes available to Plumas County GIS, and as verification of source data continues, this map may be reinterpreted or updated by Plumas County GIS. This map is date specific and is intended for use only at the published scale. This digitally compiled map does not represent a legal survey of the land nor should it be used for navigational, engineering, or any other site-specific use and has been created for graphical purposes only. This map is distributed "as-is" without warranty of any kind.



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Laura Atkins, Director of Social Services
MEETING DATE: April 1, 2025
SUBJECT: Adopt Proclamation proclaiming the month of April as Child Abuse Prevention Month in Plumas County.

Recommendation:

Adopt Proclamation proclaiming the month of April as Child Abuse Prevention Month in Plumas County.

Background and Discussion:

April is nationally recognized as Child Abuse Prevention Month. In recognition, the Board of Supervisors is asked to adopt the enclosed proclamation recognizing April as Child Abuse Prevention Month in Plumas County.

Action:

Adopt Proclamation proclaiming the month of April as Child Abuse Prevention Month in Plumas County.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Proclamation 2025

**PROCLAMATION DECLARING APRIL 2025 AS
CHILD ABUSE PREVENTION AWARENESS MONTH
IN PLUMAS COUNTY**

Whereas child abuse and neglect are serious social problems that affect many families in Plumas County; and,

Whereas, all adults and caregivers have a responsibility, as neighbors, community members, and citizens of Plumas County to help create healthy, safe and nurturing environments for all children and youth; and,

Whereas, preventing child abuse and neglect includes helping families to build strengths so that children can succeed and thrive; and,

Whereas, success in preventing child abuse in Plumas County depends on strong collaborative partnerships among human services agencies, child protective services, community-based organizations, schools, law enforcement, and the faith and business communities; and,

Whereas, the Plumas County Child Abuse Prevention Council has provided a collaborative forum since 1992 for the planning and implementation of child abuse prevention programs; and,

Whereas, the Plumas County Board of Supervisors acknowledges the work done by many agencies and individuals in our county that is targeted to protect children, strengthen families, and eliminate the social factors that contribute to family dysfunction and child abuse and neglect; and,

Whereas, the Plumas County Board of Supervisors also acknowledges the work done by county social workers, whose mission includes protecting at-risk children from harm that may occur in the home setting; and,

WHEREAS, the Plumas County Board of Supervisors declares its commitment to promote policies and practices that support community-wide efforts to strengthen families and reduce the incidence of child abuse and neglect in Plumas County; and,

Whereas, the month of April has been recognized by the United States Congress as Child Abuse Prevention Awareness Month; and,

WHEREAS, wearing the color blue, wearing a blue ribbon or displaying a pinwheel in April will serve as a positive reminder that together, we can prevent child abuse and keep children safe.

NOW, THEREFORE, the Plumas County Board of Supervisors adopts this proclamation declaring April 2025 as Child Abuse Prevention Awareness Month in Plumas County.

Kevin Goss, Chair
Plumas County Board of Supervisors

Date



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: April 1, 2025

SUBJECT: Request approval authorizing the sale of tax-defaulted property subject to the power of sale by the Tax Collector and sign request for approval memo.

Recommendation:

Request approval authorizing the sale of tax-defaulted property subject to the power of sale by the Tax Collector and sign request for approval memo.

Background and Discussion:

The Tax Collector is required to offer properties for sale at public auction that are 5 years tax default and have become subject to sale. Currently, there are 107 properties that will be offered at public auction. In order to conduct a sale, it is necessary for the Board to approve the sale and minimum bids as established by the Tax Collector. I have attached the Request for Approval requiring a signature. This action starts an intensive process commanded by Revenue and Taxation Code of California to conduct a sale. It includes parties of interest searches, certified notices and personal contact.

The internet auction will be held June 19-23, 2025, Thursday - Monday, to sell the properties listed in Exhibit "A". Properties will be advertised by an internet auction advertising website-Bid4Assets.com.

All parcels that are not sold within the time set for the sale, under Revenue and Taxation Code Section 3692(e), may be re-offered for sale within ninety (90) days. Bid4Assets has the re-offer sale scheduled for September 5-8, 2025. If parcels do not sell and are part of the re-offer, the Tax Collector can reduce the bid to stimulate auction bidding.

Action:

Request approval authorizing the sale of tax-defaulted property subject to the power of sale by the Tax Collector and sign request for approval memo.

Fiscal Impact:

No General Fund Expense Impact for approving the sale, tax revenues that have not been received will increase the GF with tax, penalties, interest and fees.

Attachments:

1. Request BOS Approval memo



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pcttc@countyofplumas.com
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283-6259

March 21, 2025

TO: HONORABLE BOARD OF SUPERVISORS

FROM: JULIE A. WHITE
COUNTY TREASURER/TAX COLLECTOR/COLLECTIONS ADMIN.

SUBJECT: REQUESTING APPROVAL AUTHORIZING THE SALE OF TAX-DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE

REQUEST: THE BOARD TO AUTHORIZE THE SALE OF TAX-DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE AS OUTLINED IN EXHIBIT "A" AND SIGN REQUEST FOR APPROVAL DOCUMENT

BACKGROUND:

The Tax Collector is required to offer properties for sale at public auction that are 5 years tax default and have become subject to sale. Currently, there are 107 properties that will be offered at public auction. In order to conduct a sale, it is necessary for the Board to approve the sale and minimum bids as established by the Tax Collector. I have attached the Request for Approval requiring a signature. This action starts an intensive process commanded by Revenue and Taxation Code of California to conduct a sale. It includes parties of interest searches, certified notices and personal contact.

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Thank you.



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pctc@countyofplumas.com
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283-6259

**REQUEST FOR APPROVAL TO SELL TAX-DEFALTED PROPERTY
SUBJECT TO THE POWER OF SALE**

March 21, 2025

To the Honorable Board of Supervisors,

Plumas County, State of California

Your approval to sell at public auction via Internet, June 19-23, 2025, for the stated minimum price, the tax-defaulted property that is subject to the power of sale and described on the attached Exhibit "A", in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, is respectfully requested.

In the event that any parcel does not sell after the initial offering, I respectfully request your approval to re-offer the unsold parcels at a new sale within 90 days of the original sale date, September 5-8, 2025, at a reduced minimum price, pursuant to Revenue and Taxation Code Sections 3698.5 and 3692 (e).



, Plumas County Tax Collector

APPROVAL BY BOARD OF SUPERVISORS

Pursuant to the above notice and request, approval for said sale is hereby granted. The tax collector is directed to sell the property described in said Exhibit "A" as provided for by law pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

The foregoing was approved by the Board of Supervisors of Plumas County, on the 1st day of April, 2025.

ATTEST:

_____, Clerk of the Board of Supervisors

Date: _____

(County Seal)

BOARD OF SUPERVISORS EXHIBIT "A"

REQUEST APPROVAL OF TAX SALE, AGENDA APRIL 1, 2025
TAX SALE JUNE 19-23, 2025 RE-OFFER SEPTEMBER 5-8, 2025

ASSESSOR'S PARCEL NUMBER	LAST ASSESSED OWNER	MINIMUM BID
002-250-002-502	ARJIL FOUNDATION A CA NON-PROFIT CORP	\$ 1,447.00
002-290-004-502	DARMAL ARSALAN	\$ 1,438.00
003-092-020-000	TASTO KATHLEEN P ET AL 3085 HILLCREST COURT, LA PORTE	\$ 3,070.00
005-382-013-000	HARDY PAMELA 62 ROEDER AVE, INDIAN FALLS	\$ 2,534.00
009-231-001-000	MC KISSOCK GORDON S 5139 FRENCHMAN BLVD, FRENCHMAN LAKE	\$ 7,386.00
009-270-001-000	OLIVER ALLEN M 2205 GREENHORN ROAD, GREENHORN RANCH	\$ 3,817.00
009-300-016-000	MALFA CLEMENT R 2700 GREENHORN ROAD, GREENHORN RANCH	\$ 3,777.00
009-363-020-000	MERRIMAN DAVID ALLEN 2760 FOREST KNOLL LANE, GREENHORN RANCH	\$ 2,690.00
009-363-021-000	MERRIMAN DAVID ALLEN 2740 FOREST KNOLL LANE, GREENHORN RANCH	\$ 2,690.00
009-382-032-000	BRUNEL PETER 2640 MEADOW VIEW LANE, GREENHORN RANCH	\$ 2,589.00
009-382-033-000	BRUNEL PETER 2620 MEADOW VIEW LANE, GREENHORN RANCH	\$ 2,940.00
009-402-002-000	BRUNEL LOUIS P ETAL 2239 SUGAR PINE CIRCLE, GREENHORN RANCH	\$ 3,136.00
009-411-005-000	WHITLOCK RODNEY 2525 FOREST KNOLL LANE, GREENHORN RANCH	\$ 3,073.00
010-140-072-000	LINDSTROM TERRY B & PEGGY R H/W 94089 CHILCOOT AVENUE, CHILCOOT	\$ 5,464.00
025-311-006-000	DRAGER DAVID W & DRAGER DOUGLAS L 7312 CANYON DRIVE, LAKE DAVIS	\$ 34,273.00
028-060-008-000	HAYDEN GERALD FRANCIS 16 YARROW LANE, GRIZZLY RANCH	\$ 40,331.00
028-100-014-000	GRIZZLY RANCH INVESTORS LLC 95 BIG GRIZZLY, GRIZZLY RANCH	\$ 24,998.00
028-100-018-000	GRIZZLY RANCH INVESTORS LLC 121 BIG GRIZZLY, GRIZZLY RANCH	\$ 28,090.00
028-100-019-000	GRIZZLY RANCH INVESTORS LLC 149 BIG GRIZZLY, GRIZZLY RANCH	\$ 24,931.00
028-130-027-000	GRIZZLY RANCH INVESTORS LLC 169 SOUTH RIDGE ROAD, GRIZZLY RANCH	\$ 25,638.00
028-130-028-000	GRIZZLY RANCH INVESTORS LLC 145 SOUTH RIDGE ROAD, GRIZZLY RANCH	\$ 25,369.00
028-130-035-000	GRIZZLY RANCH INVESTORS LLC 80 STARFLOWER DRIVE, GRIZZLY RANCH	\$ 25,252.00
028-130-036-000	GRIZZLY RANCH INVESTORS LLC 226 STARFLOWER DRIVE, GRIZZLY RANCH	\$ 25,185.00
028-130-037-000	GRIZZLY RANCH INVESTORS LLC 264 STARFLOWER DRIVE, GRIZZLY RANCH	\$ 25,151.00
028-130-038-000	GRIZZLY RANCH INVESTORS LLC 280 STARFLOWER DRIVE, GRIZZLY RANCH	\$ 25,269.00
028-130-039-000	GRIZZLY RANCH INVESTORS LLC 296 STARFLOWER DRIVE, GRIZZLY RANCH	\$ 24,998.00
028-130-040-000	GRIZZLY RANCH INVESTORS LLC	\$ 24,931.00

028-130-042-000	310 STARFLOWER DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,234.00
028-130-045-000	348 STARFLOWER DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,369.00
028-130-049-000	386 STARFLOWER DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,133.00
028-130-050-000	369 STARFLOWER DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,032.00
028-130-053-000	309 STARFLOWER DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,640.00
028-130-054-000	197 STARFLOWER DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 26,144.00
028-140-002-000	109 STARFLOWER DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,571.00
028-140-003-000	438 SPRING MEADOW DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 26,328.00
028-140-004-000	466 SPRING MEADOW DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 28,099.00
028-140-005-000	475 SPRING MEADOW DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,167.00
028-140-009-000	419 SPRING MEADOW DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,049.00
028-140-010-000	108 WHISKER BRUSH WAY, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,049.00
028-140-011-000	385 SPRING MEADOW DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,133.00
028-140-012-000	517 STARFLOWER DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,133.00
028-140-013-000	496 STARFLOWER DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,133.00
028-140-015-000	446 STARFLOWER DRIVE, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,604.00
028-140-016-000	37 WHISKER BRUSH WAY, GRIZZLY RANCH GRIZZLY RANCH INVESTORS LLC	\$ 25,066.00
100-210-006-000	479 STARFLOWER DRIVE, GRIZZLY RANCH JACOBS JOHN DOUGLAS	\$ 22,793.00
100-331-010-000	629 MAIN STREET, CHESTER GARRETT BRIAN & AMERIGAN LINDA H/W	\$ 6,991.00
102-351-006-000	702 PURDY LANE, CHESTER TATREAU CHARLES D	\$ 8,153.00
102-572-007-000	609 PINE CANYON ROAD, LAKE ALMANOR LACY JULIE J	\$ 10,567.00
103-110-002-000	661 E. MOUNTAIN RIDGE ROAD, LAKE ALMANOR CARLSON HARRY C & PATRICIA A H/W	\$ 9,285.00
103-280-029-000	94 GATEWAY DRIVE, LAKE ALMANOR PENINSULA DI YO GE LLC	\$ 7,164.00
103-290-004-000	75 FOX PEAK DRIVE, LAKE ALMANOR PENINSULA SANCEN MARIO N	\$ 15,871.00
103-330-010-000	67 FOXHOLLOW DRIVE, LAKE ALMANOR PENINSULA SANCEN MARIO N	\$ 15,934.00
103-360-016-000	7 SILVER PINE ROAD, LAKE ALMANOR PENINSULA HAMMEL CONRAD	\$ 15,238.00
103-380-010-000	24 FOX CREST DRIVE, LAKE ALMANOR PENINSULA DIYOGE LLC	\$ 6,135.00
103-390-014-000	103 GRAND FIR ROAD, LAKE ALMANOR PENINSULA HORDERN MILLER & ASSOCIATES LLC	\$ 14,780.00
	178 FOX PINE DRIVE, LAKE ALMANOR PENINSULA	

104-121-011-000	VINCENT ANTHONY D ESTATE OF 219 PENINSULA DRIVE, LAKE ALMANOR PENINSULA	\$ 25,597.00
104-403-005-000	PARISOT KENNETH L & DEBORAH D H/W ET AL 530 PONDEROSA DRIVE, LAKE ALMANOR PENINSULA	\$ 6,133.00
104-403-007-000	PARISOT KENNETH L & DEBORAH D H/W ET AL 534 PONDEROSA DRIVE, LAKE ALMANOR PENINSULA	\$ 5,625.00
106-182-002-000	SODERBERG RON 5176 HIGHWAY 147, EAST SHORE, LAKE ALMANOR	\$ 13,490.00
106-182-003-000	SODERBERG RON 5140 HIGHWAY 147, EAST SHORE, LAKE ALMANOR	\$ 9,475.00
110-012-001-000	WHITEBIRD LEONA L	\$ 12,793.00
110-022-005-000	107 HIGBIE AVENUE, GREENVILLE HAGERSTRAND STACY LEIGH ET AL	\$ 7,298.00
110-063-010-000	201 LANDON AVENUE, GREENVILLE TIAC LLC	\$ 4,801.00
110-064-022-000	317 MAIN STREET, GREENVILLE BLEVINS DONALD & DIANA, H/W	\$ 8,644.00
110-190-036-000	128 CHURCH STREET, GREENVILLE ROUND VALLEY WOODS LLC A CA LLC	\$ 7,579.00
111-090-004-000	90 S. MAIN STREET, GREENVILLE SALISBURY SHARON	\$ 6,975.00
111-310-008-000	157 WILLOW STREET, CRESCENT MILLS KORAN ILSE	\$ 1,098.00
111-310-009-000	17448 KLENOT LANE, GREENVILLE KORAN ILSE	\$ 1,098.00
111-310-010-000	17495 POINTVIEW LANE, GREENVILLE KORAN ILSE	\$ 1,098.00
111-310-011-000	17542 POINTVIEW LANE, GREENVILLE KORAN ILSE	\$ 1,098.00
115-170-019-000	17589 POINTVIEW LANE, GREENVILLE O BRYANT JOYCE ESTATE OF	\$ 10,445.00
116-030-007-000	375 RAILWAY COURT, QUINCY ESTATE OF ROBERT BROWNLEE	\$ 10,849.00
116-191-003-000	1151 LEE ROAD, EAST QUINCY KIEDROWSKI KHRISOPHER L	\$ 18,940.00
117-031-003-000	2138 EAST MAIN STREET, EAST QUINCY BENNETT SHERIDAN R	\$ 45,908.00
122-070-023-000	407 BELL LANE, EAST QUINCY VALDEZ JON E	\$ 109,113.00
123-070-018-000	1217 SLOAT ROAD, SLOAT HUSTON DONALD E & WILLA M	\$ 16,017.00
123-120-006-000	69000 MOHAWK VISTA DRIVE, MOHAWK VISTA BALBEN MILDRED N TRUSTEE	\$ 28,720.00
123-330-012-000	1850 C ROAD, C-ROAD, CLIO YELLAND EDWARD V	\$ 97,572.00
125-020-046-000	119 EUREKA SPRINGS DRIVE, MOHAWK MASTELOTTO A W ESTATE OF	\$ 2,162.00
125-104-002-000	73373 HIGHWAY 70, DELLEKER VALDIVIA DAVID & RAQUEL H/W	\$ 1,054.00
125-112-009-000	MILL AVENUE & SIERRA STREET, CITY OF PORTOLA BAKER HELEN M	\$ 2,680.00
125-163-002-000	857 PLUMAS AVENUE, PORTOLA BEINHORN MOANA SHIPP	\$ 1,323.00
125-168-008-000	NO ADDRESS PROVIDED KAUFMAN JOSEPH W	\$ 7,651.00
125-291-008-000	17 RENO AVENUE, PORTOLA WENTLING DANIEL G & LAURIEL H H/W	\$ 14,661.00

125-383-007-000	NO ADDRESS PROVIDED BENSON TED L ESTATE OF 216 ARRIBA AVENUE, DELLEKER	\$ 6,678.00
125-402-023-000	HELLESON JEREMY & MICHELLE H/W 322 BELLA VISTA DRIVE, DELLEKER	\$ 7,057.00
125-402-024-000	ERWIN ROBERT E JR & FRANCES B H/W 320 BELLA VISTA DRIVE, DELLEKER	\$ 2,545.00
125-403-013-000	RIVERA TOMAS M & MARTINEZ MARIA TERESA BENUTO H/W 308 CUESTA WAY, DELLEKER	\$ 2,364.00
125-500-008-000	MARTINEZ MANUEL A & CAROLYN R H/W 174 ESPINAL DRIVE, DELLEKER	\$ 5,964.00
126-021-007-000	ROSE JUSTIN P & DAVIS AUTUMN M H/W 5793 CASEY JONES ROAD, PORTOLA	\$ 10,962.00
126-077-005-000	HERNANDEZ-ROMERO GENOVEVA 240 PACIFIC STREET, PORTOLA	\$ 4,896.00
126-081-004-000	PORTOLA NIGHT TRAIN LLC NO ADDRESS PROVIDED	\$ 1,619.00
126-093-011-000	SUKRAU RICHARD NO ADDRESS PROVIDED	\$ 1,674.00
126-093-012-000	SUKRAU RICHARD 408 TAYLOR AVENUE, PORTOLA	\$ 2,096.00
126-127-001-000	TIBBEDEAUX KENNETH WILLIAM 401 PACIFIC STREET, PORTOLA	\$ 12,916.00
126-131-002-000	SCISM GARY EUGENE & CHERYL LYNN H/W 181 NEVADA STREET, PORTOLA	\$ 19,158.00
126-164-011-000	TURNER KIMBERLY S 380 FIFTH AVENUE, PORTOLA	\$ 23,606.00
126-181-013-000	MC HUGH LAWRENCE J 711 RIDGEWOOD DRIVE, PORTOLA	\$ 17,208.00
128-071-014-000	GRESHAM KEN & LORI H/W 1686 CULL COURT, GRIZZLY ROAD	\$ 4,120.00
128-093-003-000	WHITNEY KENNETH W 1585 CROCKER COURT, GRIZZLY ROAD	\$ 3,104.00
128-151-002-000	HAW CHARLENE 3504 FAWN LANE, GRIZZLY ROAD	\$ 1,382.00
131-070-018-000	GRESHAM KEN & LORI H/W 45 CLAIRVILLE ROAD, CLAIRVILLE	\$ 8,383.00
140-042-002-000	PARSONS DONALD L & SIMS REBECCA 80922 HIGHWAY 70, BECKWOURTH	\$ 2,299.00
145-040-009-000	STEVENSON JACK R ET AL	\$ 6,044.00
531-262-020-530	BRUGH RONALD N & STELLA L TRUSTEE TIMESHARE WEEK, GOLD MOUNTAIN	\$ 843.00
531-272-028-515	EWALD LANAYA TIMESHARE WEEK, GOLD MOUNTAIN	\$ 1,306.00
531-272-028-520	COOPER BRIAN M TIMESHARE WEEK, GOLD MOUNTAIN	\$ 1,404.00



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: April 1, 2025

SUBJECT: Request to amend the Engie Lease Financing Incumbency Certificate Signatures and correct the mailing address for the lease statements; discussion and possible action.

Recommendation:

Request to amend the Engie Lease Financing Incumbency Certificate Signatures and correct the mailing address for the lease statements; discussion and possible action.

Background and Discussion:

On September 3, 2024, the Board of Supervisors approved Resolution 24-8945 Lease Financing and Resolution 24-8946 Lease/Leaseback Financing approving the financing for the Engie capital improvement projects. Within all these documents is the "Incumbency Certificate Regarding Lessee Representatives". The certificate states that the individuals listed are designated as authorized representatives of Lessee(County) for the Escrow Agreement dated September 25, 2024, among Lessee Webster Bank, N.A. and U.S. Bank N.A., as escrow agent. Included but not limited to initiating and approving transactions, confirming approvals through call-backs, all on behalf of Lessee and each person is the current holder of the office and the signature is a true and correct specimen of the authorized person.

The authorized representatives and signatures are Greg Hagwood and Debra Lucero. I had previously discussed with the CAO that additional authorized representatives should be added to this document to ensure that business is carried out. It is recommended to change the Incumbency Certificate so that the Board Chair, Vice-Chair, CAO, and Treasurer-Tax Collector can be authorized representatives. When the individuals in these positions change a new Incumbency Certificate has to be updated with Webster Bank to represent the new signature specimen for authorization.

I would also like to request in the documents that the address for the Lease payment invoices be changed to:
Treasurer-Tax Collector
520 Main Street, Room 203
Quincy, CA 95971

Action:

Request to amend the Engie Lease Financing Incumbency Certificate Signatures and correct the mailing address for the lease statements; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. BOS Engie Memo for 04 01 2025



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pctc@countyofplumas.com
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283-6259

DATE: March 21, 2025

TO: Honorable Board of Supervisors

FROM: Julie A. White
Plumas County Treasurer-Tax Collector

SUBJECT: Amending the Engie Lease Financing Incumbency Certificate Signatures and correct the mailing address for the lease statements

On September 3, 2024, the Board of Supervisors approved Resolution 24-8945 Lease Financing and Resolution 24-8946 Lease/Leaseback Financing approving the financing for the Engie capital improvement projects. Within all these documents is the "Incumbency Certificate Regarding Lessee Representatives". The certificate states that the individuals listed are designated as authorized representatives of Lessee (County) for the Escrow Agreement dated September 25, 2024, among Lessee, Webster Bank, N.A. and U.S. Bank N.A., as escrow agent. Included but not limited to initiating and approving transactions, confirming approvals through call-backs, all on behalf of Lessee and each person is the current holder of the office and the signature is a true and correct specimen of the authorized person.

The authorized representatives and signatures are Greg Hagwood and Debra Lucero. I had previously discussed with the CAO that additional authorized representatives should be added to this document to ensure that business is carried out. It is recommended to change the Incumbency Certificate so that the Board Chair, Vice-Chair, CAO and Treasurer-Tax Collector can be authorized representatives. When the individuals in these positions change a new Incumbency Certificate has to be updated with Webster Bank to represent the new signature specimen for authorization.

I would also like to request in the documents that the address for the Lease payment invoices be changed to the Treasurer-Tax Collector's office:

Plumas County Treasurer-Tax Collector
520 Main Street, Room 203
Quincy, CA 95971

I respectfully request that additional authorized signatures be added to the Incumbency Certificate and the address be updated.

Thank you.

EXHIBIT B TO ESCROW AGREEMENT

INCUMBENCY CERTIFICATE REGARDING
LESSEE REPRESENTATIVES

\$8,460,000
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF SEPTEMBER 25, 2024, BETWEEN
WEBSTER BANK, NATIONAL ASSOCIATION, AS LESSOR, AND
PLUMAS COUNTY, CALIFORNIA, AS LESSEE

The undersigned officer of Plumas County, California ("Lessee") hereby certifies that the persons listed below are each designated as an authorized representative of Lessee (each, a "Lessee Representative") for the Escrow Agreement dated September 25, 2024 (the "Escrow Agreement"), among Lessee, Webster Bank, National Association ("Lessor") and U.S. Bank National Association, as escrow agent (the "Escrow Agent"), including but not limited to initiating and approving transactions under the Escrow Agreement and confirming such approvals through call-backs from Lessor and the Escrow Agent relating thereto, all on behalf of Lessee. Each such person is the current holder of the office or title indicated, and the signature set forth opposite the name of each such authorized representative is the true and correct specimen of such person's signature:

Name/Title/Telephone/Email

Greg Hagwood
Name

Specimen Signature



Signature

Chair of the Board of Supervisors
Title

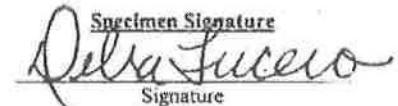
530-283-6170
Telephone #

greghagwood@countyofplumas.com
Email Address

Name/Title/Telephone/Email

Debra Lucero
Name

Specimen Signature



Signature

County Administrative Officer
Title

530-283-6446
Telephone #

debralucero@countyofplumas.com
Email Address

Dated: September 25, 2024.

PLUMAS COUNTY, CALIFORNIA

By:

Name: Allen Hiskey

Title: Clerk of the Board of Supervisors

(11) The undersigned hereby represents that the Lessee intends for its digital signatures or other electronic indication of execution on all documents related to this transaction, and the digital signatures or other electronic indication of execution of other parties related to this transaction, to be treated the same and have the same legally binding and enforceable effect as original manual signatures.

(12) The Lessee (A) has authorized its executed counterpart signature page to be inserted into the final version of each document related to this transaction to which it is a party and (B) represents that the Lessee intends to be bound by the final version of all documents related to this transaction to which it is a party, which will be released to each of the parties to this transaction simultaneously with the closing of the transaction, including any such written changes to the documents that may have been made after the Lessee performed the act of affixing its signatures to the documents, and that the Lessee's agreement to close the transaction shall constitute conclusive evidence of the acceptance of such changes and intent to be bound thereby.

(13) The correct billing address for Rental Payments is as follows:

Plumas County, California
520 Main Street
Quincy, CA 95971
Attention: County Administrative Officer

Dated: September 25, 2024

By: Debra Lucero
Name: Debra Lucero
Title: Chief Administrative Officer



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: April 1, 2025

SUBJECT: CalAIM Behavioral Health Payment Reform: Intergovernmental Transfer (IGT)
Overview of the current cost based MediCal claiming process for reimbursement.

Recommendation:

CalAIM Behavioral Health Payment Reform: Intergovernmental Transfer (IGT) Overview of the current cost based MediCal claiming process for reimbursement.

Background and Discussion:

Under the California Advancing and Innovating Medi-Cal (CalAIM) initiative, and pursuant to Welfare and Institutions Code, Section 14184.403(b), DHCS will replace the current CPE reimbursement methodology with a reimbursement rate methodology using intergovernmental transfer (IGT) funds for the county share of payments. This methodology will result in a single and final payment for services provided to the county, which includes both the federal and non-federal share of the claims. This change will eliminate the requirement for Cost and Audit settlements, reducing administrative efforts for counties and their contract providers. The implementation of an IGT funded prospective reimbursement methodology will be effective for dates of services starting July 1, 2023.

Action:

CalAIM Behavioral Health Payment Reform: Intergovernmental Transfer (IGT) Overview of the current cost based Medi Cal claiming process for reimbursement.

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director
Mimi Hall, Supervisor - District 4, Vice-Chair

MEETING DATE: April 1, 2025

SUBJECT: CONTINUED DISCUSSION FROM MARCH 18, 2025: ENGIE Project Update:
Receive a brief project update; discussion and possible direction to staff.

Recommendation:

CONTINUED DISCUSSION FROM MARCH 18, 2025: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

Background and Discussion:

This item was continued at the request of the Chair.

Action:

CONTINUED DISCUSSION FROM MARCH 18, 2025: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

Fiscal Impact:

CONTINUED DISCUSSION FROM MARCH 18, 2025: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

Attachments:

1. 04-01-25 ENGIE Update

TO: Honorable Board of Supervisors

FROM: Kevin Goss, Board Purchasing Agent Designee
Mimi Hall, Board Purchasing Agent Secondary Designee
Nick Collin, Director of Facilities

CC: Martee Nieman, Auditor Controller
Julie White, Treasurer-Tax Collector

MEETING DATE: April 1, 2025

SUBJECT: Engie Energy Project Update

Background and Discussion:

Overview

On March 25, 2025, the Plumas County Board of Supervisors received an update on the Engie Project, a sole source contract in the amount of \$10,754,246 to deliver energy efficiency savings through several projects that include LED lighting, HVAC replacement, generators for several county buildings, and solar installation at the Courthouse Annex. The costs for the project are covered through a \$1,000,000 General Fund contribution and two separate financing agreements for the \$9,754,246 balance of the project was financed at 4.58% interest over twenty years, totaling \$5,325,054 in interest payments.

Facilities Director Nick Collin received direction from the board to review the Schedule of Equipment for the Engie contract project and provide recommendations to meet the county's facilities and energy efficiency needs while improving cost effectiveness.

Facilities Department Projected Savings

The Facilities Department (Facilities) has identified two key areas of cost reductions of by revisiting the Engie scope of work regarding HVAC replacement and generators that could result in up to \$3.7 million in savings.

Potential HVAC Replacement Cost Savings - \$1,628,544

- Best practice, stewardship of public funds and practical wisdom indicate that HVAC replacements should occur as needed, with advantages to replacing multiple systems over time.
- While the Engie project proposes replacing several HVAC systems at once, Facilities recommends that HVAC systems be spaced over a period of six years.
- It would be poor planning to replace all the equipment in a single year. This would result in all eleven sites' HVAC systems coming due for replacement again at the same time, putting a large single year future financial burden on the county in a single year in the future.

- Two out of three HVAC units at the Human Resources site needed replacing prior to the start of the Engie Project. The Engie project cost for HVAC replacement at that site is listed at \$129,800. A local contractor replaced two units for less than \$25,000.
- Facilities provided the information in the table below to show an estimated savings projection compared to the current contracted cost per project, if Facilities replaces HVAC over time, using local contractor pricing.

HVAC Savings Comparison

HVAC Replacements	Engie Project List	HVAC Replacement Year	HVAC Replacements 6 Year List	Total Savings
Almanor Rec Center	\$203,204	FY 25/26	\$30,000	\$173,204
Animal Shelter	\$414,322	FY 25/26	\$200,000	\$214,322
Annex	\$1,497,874	FY 28/29	\$350,000	
		FY 29/30	\$350,000	
		FY 30/31	\$350,000	\$447,874
Chester Complex and Library	\$188,158	FY 27/28	\$100,000	\$88,158
Chester Memorial Hall	\$160,708	FY 27/28	\$100,000	\$60,708
County Assessor/Permit Center	\$414,822	FY 27/28	\$200,000	\$214,822
Courthouse	\$422,613	FY 26/27	\$300,000	\$122,613
Fairgrounds Commercial Building	\$171,160		\$0	
Fairgrounds Admin Building		FY 26/27	\$75,000	\$96,160
Human Resources	\$129,800	FY 25/26	\$25,000	\$104,800
Portola Library	\$97,395	FY 25/26	\$40,000	\$57,395
Quincy Memorial Hall	\$83,488	FY 27/28	\$35,000	\$48,488
Total	\$3,783,544		*\$2,155,000	\$1,628,544

*Based on costs for HVAC replacement at the HR building and knowledge of local market.

Potential Backup Generator Cost Savings - \$2,113,394

- \$1,579,814 in savings potential from elimination of nonessential backup generators - Facilities has reviewed the list of generators to be installed on the Engie project list and recommends eliminating generators in locations in which they are not essential during power outages and installing them only where they would be most beneficial. The assumption was made that all buildings slated for generators would serve as shelters or other emergency response sites during emergencies; however, local emergency shelter plans are in place and do not rely on these buildings, as confirmed by the Plumas County Sheriff in publicly notice Board of Supervisors meetings discussing the Engie project. Additionally, it has been noted previously that staff released due to power outages must be

paid. However, this has rarely occurred, and the buildings recommended as not essential for backup generators are not staffing dense.

- \$533,580 in additional savings potential could be realized by removing needed generators from the Engie project and putting these projects out to bid, with a focus on local contractors.
- Facilities would spread out the installation of backup generators to be fiscally prudent and initially install them where the department believes they are the most effective in an extended power outage. Like the HVAC recommendation, this avoids all equipment coming due for replacement at the same time.
- This approach also allows Facilities to utilize on-the-ground knowledge of needs and the local market to properly scope projects and develop Facilities' best estimate of cost for generators.
- It is Facilities' view that costs of a new approach would be approximately commensurate with the dollar amount of the annual loan payments that the county will be incurring.

Backup Generator Savings Potential

Backup Generators	Engie Project	Comment	Savings
Almanor Rec Center	\$213,399	Not essential	\$213,399
Animal Shelter	\$143,530	Not essential	\$143,530
Annex	\$284,714		
Nervino Airport	\$179,055		
Chester Airport	\$222,547		
Child Support	\$247,847		
Ag Commission Office	\$203,032	Not essential	\$203,032
County Assessor/Permit Center	\$297,183	Not essential	\$297,183
HR	\$207,037		
Portola Library	\$210,995	Not essential	\$210,995
Quincy Airport	\$192,748		
Quincy Library	\$302,389	Not essential	\$302,389
Quincy Museum	\$209,286	Not essential	\$209,286
	\$2,913,762.00		\$1,579,814
Less	\$1,579,814		
Projected "rack" Engie cost after savings	*\$1,333,948		
Projected cost of individual bid process (\$1,333,948 x .6)	\$800,368		\$533,580
Total Projected Savings			\$2,113,394

Solar Panel Project – Courthouse Annex

The solar project at the Annex is something that Facilities recommends remain in the scope of the Engie project at this time. Previous materials presented to the Board of Supervisors by Engie noted that this project must be completed in 2026 in order to realize what Engie estimated as over \$500,000 in Inflation Reduction Act dollars to the county. Additionally, it is the understanding of Facilities that this solar project is “grandfathered” in with Pacific Gas and Electric to be reimbursed at retail rates, rather than the current methodology of wholesale rates. If both these assumptions hold true, there may be a cost benefit of proceeding with the solar panel project at the Annex to reduce energy costs.

Previous CAO memos to the board note that the solar project at the Annex Building must be completed and interconnected by PG&E by April 15, 2026, or the County would lose approx. \$1.04 million in savings.

Also, as per the requirements of the Inflation Reduction Act, if the solar project does not begin construction in 2024, the County would lose \$68,426 in incentives. To protect against that, ENGIE has already bought the solar panels for this project and is ready to meet the IRA start-of-construction requirements. Engie has confirmed these incentives were received.

Financing

The Treasurer Tax Collector is coordinating with KNN, the County’s consultant on the financing agreements to fund the Engie project to determine the impact to the county and its obligations to the financing agreements if the Engie project is reduced in scope.

According to the Auditor, the County has paid a 20% upfront payment of approximately \$2.1 million as follows: \$1M GF contribution; approximately \$480,000 from the lease buy back financing arrangement; and approximately \$1.67 million through the Equipment Lease Purchase Agreement through Webster Bank.

Analysis

The Board has committed to receiving regular updates that include progress on the benefits of the Engie contract. Which have been stated in numerous Board meetings and materials by Engie and the CAO. A current update is below:

Benefits Stated by Engie and CAO	Update
\$4.8 million in net savings after paying for all costs over the life of the program	Net savings calculations did not take into account the cost of contract exclusions, change orders, and the staff time across several departments to manage and monitor the project implementation and financing.

Receive \$500,000 in cash subsidy from the Inflation Reduction Act	Researching if the proposed solar project is still eligible for IRA if completed by 2026.
Reduce electricity bills by over 25%	TBD
Install solar before it becomes cost prohibitive	TBD
Replacing HVAC systems past their useful lives using project savings	Facilities recommends a replacement approach over time, with a commitment to use local contractors.
Install much needed backup generators using project savings	Facilities recommends eliminating nonessential generators and an installation approach over time, based on priority need.
Improve lighting quality for employees and community members	Initial LED installations have presented some challenges that are being corrected by work order requests made to Facilities.
Save maintenance staff's time with long-life LED lighting and new HVAC systems	Facilities is spending time addressing issues with lighting installation and adjusting for staff needs.
Save administrative time by accomplishing multiple projects simultaneously	This project requires considerable time of department staff in Facilities, Treasurer Tax Collector and Auditor. Contrary to prior statements that it would be impossible for Facilities to carry out this work in a piece meal fashion, Facilities feels it has the capacity to carry out this work according to recommendations in this update.
Stimulate local economy and provide local jobs	Out of county contractors do stimulate the economy by using local lodging providers and restaurants. However, monies earned leave the county, and no local contractors have been utilized to carry out this project to date.
Carbon emissions reduction equivalent of removing 131 cars off the road annually	TBD
Provide internships and other opportunities to students of Feather River College	TBD

Areas for Board Awareness

- The March 25, 2025 Engie Update Board item recommended that Change Orders exceeding amounts authorized to department heads of the County Purchasing Agent be brought to the Board for approval to assure compliance with county policy and in the interest of local government transparency.
- At that time, it was recommended the Board consider the need to budget contingency funds for anticipated, but unbudgeted costs that are the County's responsibility. Should the Board approve contract amendments to reflect the current recommendations made by Facilities, there may not be a need budget funds in Contingencies.
- The Board has an opportunity to learn from the experience gained in the process of approval for this project. While the cause is worthwhile, not all costs and

considerations were taken into account. Checks and balances exist in the form of county policies, the expertise and feedback of department heads and their teams, including the involvement of the Debt Service Committee. However, concerns from members of the Debt Service Committee that included the Auditor and Treasurer-Tax Collector, as well as feedback from the Sheriff and the public made in meetings and in writing were considered “addressed” in staff memos and during Board meetings by the County Administrative Officer (CAO).

- The county was without a permanent Facilities Director from September 2023 to April 2024, and the Engie contract was approved in March 2024. Without a permanent Facilities Director during this timeframe, much of the Engie project proposal was developed and brought to the Board under the leadership of the CAO. The vacancy of the permanent Facilities Director and the necessity for assumption by the CAO for responsibility of this project proposal created a significant gap in the evaluation process. The circumstances allowed the project to proceed without the rigorous scrutiny of an internal subject matter expert that such a significant agreement requires. As a result, the county committed to an arrangement that was well-intentioned, but, after further evaluation, does not serve the best interests of the county or its residents financially or operationally.
- The current Facilities Director, with extensive prior experience in public and private sector contracts, including at the state level, offers a level of subject matter expertise that was a gap in the county at the time the Engie contract was first approved. With his expertise and the increased capacity and leadership in the Facilities Department, the county is in a much better position to thoroughly examine the project scope and offer recommendations to ensure that county resources are managed responsibly and transparently.

Fiscal Impact:

Previously, a number of Possible General Fund fiscal impacts for the Board to monitor and plan were communicated to the board:

- The cost of contractual Exclusions, which hold the County responsible for costs related to various projects outside of direct repair or installation. These costs, which include maintenance on several generators, will need to be included in future budgets.
- Projecting the life of new equipment installed as part of the Engie project and the preparing for true costs to the county. For example, HVAC systems are expected to last fifteen to twenty years. The energy cost savings projected by Engie span a period of thirty years. There will be likely be future repair and replacement costs to equipment within the thirty-year savings time frame that would offset energy savings.
- The size and complexity of the Engie project has already required considerable management activities and financial monitoring from the Facilities Services Department, Auditor-Controller and Treasurer-Tax Collector. While the project is

described as turnkey, the County may need to consider whether additional staff or contractor capacity is required to manage project implementation and financing.

The recommendations provided by Facilities seek to contain costs while still providing equipment needed to realize energy savings and mitigate the above financial concerns. The Board Chair and Vice Chair are grateful to have a competent and diligent permanent Facilities Director now in place to shed an objective light, as a public servant, lending internal organizational subject matter expertise to further assess the costs and benefits of this project. The County now has an opportunity to reassess this project in a manner that preserves the use of Engie where it makes good financial sense, such as the Annex solar project, and revisit the contract as allowed to maintain the highest levels of financial and organizational stewardship in service to the public, first and foremost.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Cindie Froggatt, Plumas County Assessor
MEETING DATE: April 1, 2025
SUBJECT: **CONTINUED DISCUSSION FROM MARCH 18, 2025:** Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Recommendation:

CONTINUED DISCUSSION FROM MARCH 18, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Background and Discussion:

This item was continued at the request of the Chair.

Action:

CONTINUED DISCUSSION FROM MARCH 18, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Fiscal Impact:

CONTINUED DISCUSSION FROM MARCH 18, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Attachments:

1. 04-01-25 Property Assessment Update

TO: Honorable Board of Supervisors
FROM: Kevin Goss, Board Purchasing Agent Designee
Mimi Hall, Board Purchasing Agent Secondary Designee
Cindie Froggatt, Assessor

CC: Martee Nieman, Auditor Controller
Julie White, Treasurer-Tax Collector

MEETING DATE: April 1, 2025
SUBJECT: Increased Property Tax Assessments

Background and Discussion:

In early November of 2024, the Plumas County Board of Supervisors began hearing from property owners who were concerned about steep increases to property assessments. Property owners sought to understand if these increases were in keeping with state law and guidelines, expressed frustration with increases only being accessible online, and requested relief such as deferment of payments.

Over the last several weeks, the County has taken several actions to address the public's concerns and provide better service going forward. These include:

- Rescinding a 2012 Board of Supervisors Resolution that allowed notification of property value adjustments to be made solely by posting on the county website. While this is legally permissible, this practice did not proactively notify property owners of increased assessments in order to prepare for increased tax bills.
- Going forward, the Assessor will mail future notices as now required by Resolution but also commits to doing so soon as tax rolls close. This means property owners would receive notice of re-assessment in July or August, providing time to prepare for payment of increased tax bills due the following December and April.
- The Board of Supervisors requested County Counsel research whether the practice of correcting past values was allowable and if it would be possible to authorize mechanisms such as deferred payment to provide relief to taxpayers unprepared and unable to make a timely payment due to an unexpected increase in assessed value. Counsel reported at a recent board meeting that correcting past values is an accepted practice and noted a case in which a county authorized deferred payment

when a school bond was mistakenly not included on property tax bills. This case opened up an avenue to explore the possibility of deferments in Plumas County, in coordination with the three departments playing a role in the tax assessment, collection and disbursement process.

- The Assessor has shared the 2017 results of a comprehensive Board of Equalization (BOE) survey on Plumas County assessment practices, and the Plumas County Assessor's proactive response to the findings. The Assessor's office looks forward to the next BOE survey in the Fall of 2025, and being responsive to the findings to improve service delivery.
- The Assessor has received forty-five Appeals. Of those Appeals, there are eleven withdrawals to date, and another nine rectified values pending receipt of withdrawal forms.
- The Assessor extended the due date for Decline In Value (DIV) requests from December 31, 2024 to February 28, 2025, allowing an extra two months for property owners to make this request. Approximately sixty DIVs have been requested. Each request receives a full appraisal, and of the appraisals completed, about half result in a decline in assessed value and about half do not. Property owners may request the appraisal conducted as a part of the DIV request.
- Property owners have the option of enrolling in Easy Smart Pay. The Treasurer-Tax Collector commits to sending out informational pamphlets with tax bill notices. This information is also on the Treasurer-Tax Collector website and on the back of tax bills. When a property owner signs up, a monthly amount is debited from the individual's banking institution. Easy Smart Pay automatically remits payment by tax payment deadlines.

Analysis

The Assessor, Treasurer Tax Collector, Auditor and Board of Supervisors Vice Chair met to review data that would help understand if increased assessments resulted in an increase in Delinquent payments.

- Of the 2,238 properties with increased assessments, review and feedback of system data by the Treasurer-Tax Collector and Auditor show approximately 170 delinquencies.

- According to the Treasurer Tax Collector, a number of the delinquent properties have a history of repeated default, and these defaults may not be related to or caused by increased assessments, with approximately two dozen of the properties with delinquencies being those with increased assessments.
- The Assessor then reviewed the Treasurer Tax Collector's list of delinquent properties and concluded that none of the delinquent properties were associated with Appeals or Decline in Value requests.

Understanding the data behind timely payment is informative in exploring whether or not the county should pursue a deferment mechanism to assist property owners facing challenges in paying increased tax bills. In the Yolo County case, the amount deferred was a school bond that was mistakenly not added in a timely manner. If Plumas County seeks to defer payments, any deferral of payments will be related to assessed value, creating many challenges to auditing and tracking deferred payments to the proper year.

In conducting a cost-benefit analysis, it was concluded that the cost and complexity of pursuing split or deferred payments as a result of assessed value increase would not be justified, as the data reviewed does not indicate that the majority of properties in default are those impacted by increased assessments.

Fiscal Impact

The county recognizes that lack of clear and timely information about assessed property value increases created confusion and concern among Plumas County property owners. Addressing these issues required significant county resources. This placed a burden on both the public and the county organization.

While requirements of established procedures were followed, this experience has been a valuable lesson in how the county can work as a team across the Board of Supervisors, elected officials and staff, to improve transparency, outreach and responsiveness moving forward. We thank the public for their patience and for holding us accountable and remain dedicated to making local government more effective and accessible.



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Interim Director of Human Resources

MEETING DATE: April 1, 2025

SUBJECT: Adopt **RESOLUTION** regarding base wages for Appointed Department Heads; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** regarding base wages for Appointed Department Heads; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

On May 24, 2022, the Board of Supervisors adopted a resolution presented by the then Human Resource Director, Nancy Selvage, updating base wages for Plumas County appointed department heads, Resolution 22-8703. As a result of that resolution, on June 14, 2022, the Board of Supervisors approved an amendment to Director Selvage's contract that was effective June 5, 2022, updating her base wages pursuant to Resolution 22-8703.

On March 25, 2025, in Plumas County Superior Court Case number F23-00547, Director Selvage was convicted of a felony of Government Code § 1090 - Conflict of Interest regarding the May 24, 2022, action resulting in Resolution 22-8703.

In consideration of the need for stability of wages, and the County's existing contract with CalPERS that requires publicly available Pay Schedules as a critical component to verify all members' pay rates when calculating members' retirement benefits, Resolution 22-8703 shall continue in full force and effect until the creation of an updated salary schedule, based on data provided by an independent third-party.

Action:

Adopt **RESOLUTION** regarding base wages for Appointed Department Heads; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 4-1-25 Resolution FINAL

RESOLUTION REGARDING BASE WAGES FOR APPOINTED DEPARTMENT HEADS

WHEREAS, on May 24, 2022, the Board of Supervisors adopted a resolution presented by the then Human Resource Director, Nancy Selvage, updating base wages for Plumas County appointed department heads, Resolution 22-8703; and

WHEREAS, as a result of that resolution, on June 14, 2022, the Board of Supervisors approved an amendment to Director Selvage's contract that was effective June 5, 2022, updating her base wages pursuant to Resolution 22-8703; and

WHEREAS, on March 25, 2025, in Plumas County Superior Court Case number F23-00547, Director Selvage was convicted of felony Government Code § 1090 – Conflict of Interest regarding the May 24, 2022, action resulting in Resolution 22-8703; and

WHEREAS, by operation of law, the Human Resource Director's employment with Plumas County was terminated on March 25, 2025, at approximately 5:00 pm; and

WHEREAS, contracts made in violation of Government Code § 1090 are void; and

WHEREAS, the June 5, 2022, amendment to Director Selvage's contract is void; and

WHEREAS, no individual currently receiving wages pursuant to Resolution 22-8703 was involved in the creation of the salary study resulting in the May 24, 2022 resolution; and

WHEREAS, the Board of Supervisors is currently seeking an independent third-party agency to complete a salary study to review the wages for all individuals subject to Resolution 22-8703; and

WHEREAS, in consideration of the need for stability of wages, and the County's existing contract with CalPERS that requires publicly available Pay Schedules as a critical component to verify all members' pay rates when calculating members' retirement benefits, Resolution 22-8703 shall continue in full force and effect until the creation of an updated salary schedule, based on data provided by an independent third-party.

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

The June 5, 2022, Amendment to the Employment Agreement by and between Plumas County and Nancy Selvage is void pursuant to Government Code § 1090, and Nancy Selvage's wage from June 5, 2022, until March 25, 2025, will be based on the published pay schedule for the Human Resource Director prior to Resolution 22-8703.

Resolution 22-8703 continues in full force and effect.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas,

State of California, at a regular meeting of said Board held on the 1st day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

Approved as to form:



Sara James, Attorney
County Counsel's Office



PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Kevin Goss, Supervisor - District 2, Chair

MEETING DATE: April 1, 2025

SUBJECT: Approve and authorize Chair to sign a Letter of Support to the Honorable Sharon Quirk-Silva, Assembly Budget Subcommottee Chair #5, in support of the Request to Expand Tax Exemption for Wildfire Settlement Payouts; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign a Letter of Support to the Honorable Sharon Quirk-Silva, Assembly Budget Subcommottee Chair #5, in support of the Request to Expand Tax Exemption for Wildfire Settlement Payouts; discussion and possible action.

Background and Discussion:

Victims of the Mill, Dixie, Bobcat, and Slater fires, among others, have endured unimaginable losses and continue to struggle as they rebuild their homes, communities, and lives. Unfortunately, the Governor's proposal leaves these individuals vulnerable to a significant financial burden, as their settlements would remain subject to state taxation under existing law. Last year, Assemblyman Lackey and Senator Dahle worked to include provisions for these earlier wildfires in AB 1973 and SB 542, but both measures were vetoed despite strong bipartisan and bicameral support.

While we appreciate the forward-thinking nature of the current budget proposal in addressing wildfire settlement taxation, it inadvertently echoes the exclusions that SB 542 and AB 1973 sought to resolve. This oversight leaves thousands of victims of past disasters, whose losses occurred between 2020 and 2024, without the relief they deserve. As a result, this gap disproportionately impacts survivors in our districts and throughout the state, undermining California's commitment to equity and comprehensive support for all those affected by wildfires.

Action:

Approve and authorize Chair to sign a Letter of Support to the Honorable Sharon Quirk-Silva, Assembly Budget Subcommottee Chair #5, in support of the Request to Expand Tax Exemption for Wildfire Settlement Payouts; discussion and possible action.

Fiscal Impact:

No General Fund Impact, Letter of Support Only.

Attachments:

1. LOS - Quirk-Silva Tax Exemption Wildfire Settlement Payouts



OFFICE OF THE
**BOARD OF
SUPERVISORS**

COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone: (530) 283-6170

KEVIN GOSS
DISTRICT 2 SUPERVISOR
Chair of the Board of Supervisors

kevingoss@countyofplumas.com

April 1, 2025

The Honorable Sharon Quirk-Silva
Assembly Budget Subcommittee Chair #5
1021 O Street, Suite 4210
Sacramento, California 95814

Subject: Request to Expand Tax Exemption for Wildfire Settlement Payouts

Dear Madame Chair,

We, the Plumas County Board of Supervisors, write to urge the inclusion of a crucial adjustment to the Governor's proposed trailer bill language exempting wildfire settlement payouts from state taxation. While we commend the proposal for exempting such payouts from 2025 through 2029, it is imperative that this exemption is expanded to include settlements paid for wildfires occurring in 2020 through 2024.

Victims of the Mill, Dixie, Bobcat, and Slater fires, among others, have endured unimaginable losses and continue to struggle as they rebuild their homes, communities, and lives. Unfortunately, the Governor's proposal leaves these individuals vulnerable to a significant financial burden, as their settlements would remain subject to state taxation under existing law.

Last year, Assemblyman Lackey and Senator Dahle worked to include provisions for these earlier wildfires in AB 1973 and SB 542, but both measures were vetoed despite strong bipartisan and bicameral support. While we appreciate the forward-thinking nature of the current budget proposal in addressing wildfire settlement taxation, it inadvertently echoes the exclusions that SB 542 and AB 1973 sought to resolve. This oversight leaves thousands of victims of past disasters, whose losses occurred between 2020 and 2024, without the relief they deserve. As a result, this gap disproportionately impacts survivors in our districts and throughout the state, undermining California's commitment to equity and comprehensive support for all those affected by wildfires.

To ensure fairness and equitable relief, we strongly urge you to amend the proposed budget to retroactively exempt settlements for wildfires occurring between 2020 and 2024.

This adjustment not only reflects California's values of supporting survivors in their recovery but also corrects an inequity that leaves some victims behind while others are provided much-needed financial relief.

Thank you for your leadership on this issue and your ongoing commitment to supporting wildfire survivors. Please do not hesitate to contact me for further information.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
County of Plumas



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kevin Goss, Supervisor - District 2, Chair

MEETING DATE: April 1, 2025

SUBJECT: Approve and authorize Chair to sign a Letter of Opposition to the Honorable Tina McKinnor Member, California State Assembly, in opposition to AB 470 (Telephone Corporation Carrier of Last Resort); discussion and possible action.

Recommendation:

Approve and authorize Chair to sign a Letter of Opposition to the Honorable Tina McKinnor Member, California State Assembly, in opposition to AB 470 (Telephone Corporation Carrier of Last Resort); discussion and possible action.

Background and Discussion:

AB 470 automatically relieves any provider of its COLR obligations when it sends a notice to the California Public Utilities Commission (CPUC) when it self-determines that it currently has no customers or population in a particular area, and it is "well-served" by alternative voice services. This bill establishes a process wholly outside of any oversight framework, gifting for-profit monopolies with financial incentives to make self-interested findings and be the sole arbiters to the truth and accuracy of that information.

Action:

Approve and authorize Chair to sign a Letter of Opposition to the Honorable Tina McKinnor Member, California State Assembly, in opposition to AB 470 (Telephone Corporation Carrier of Last Resort); discussion and possible action.

Fiscal Impact:

No General Fund Impact, Letter of Opposition only.

Attachments:

1. LOO McKinnor AB470 04012025



OFFICE OF THE
**BOARD OF
SUPERVISORS**
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone: (530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTRICT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR
ALLEN HISKEY
CLERK OF THE BOARD

April 1, 2025

The Honorable Tina McKinnor
Member, California State Assembly
1021 O Street, Suite 5520
Sacramento, CA 95814

***RE: Assembly Bill 470 – OPPOSE
As Amended March 17, 2025***

Dear Assembly Member McKinnor:

On behalf of Plumas County, we regretfully oppose your Assembly Bill 470, which would allow a Carrier of Last Resort (COLR) provider to abandon essential responsibilities and phase out reliable and affordable access to basic telephone service for all Californians.

AB 470 automatically relieves any provider of its COLR obligations when it sends a notice to the California Public Utilities Commission (CPUC) when it self-determines that it currently has no customers or population in a particular area, and it is "well-served" by alternative voice services. This bill establishes a process wholly outside of any oversight framework, gifting for-profit monopolies with financial incentives to make self-interested findings and be the sole arbiters to the truth and accuracy of that information.

Moreover, the customer challenge process outlined in AB 470 is also outside of any neutral venue, like the CPUC. Given the COLR's notice to the CPUC is automatically deemed approved, any successful customer challenge is a farce. AB 470 limits *successful* customer challenges to two years of continued service and makes no guarantees that any service be available to the customer following that time period given the lack of COLR protections.

The CPUC's core function is to balance procedures and safeguards to protect consumers as well as ensure the provision of safe, reliable utilities and infrastructure at reasonable rates. AB 470 puts the industry's interests ahead of the needs of a diverse state. COLR rules remain essential and must continue to prioritize consumer protections and universal access while facilitating the transition to modern networks.

We support the evolution to more advanced technologies that provide reliability, redundancy and ubiquitous access to connectivity, for both internet and voice service. However, AB 470 does not provide a true transition process for communities to receive these modern telecommunications offerings and instead is a process for companies to phase out essential services at the cost of public safety and consumer safeguards.

For these reasons, we oppose AB 470.

Sincerely,

Kevin Goss
District 2 Supervisor
Chair, Plumas County Board of Supervisors

cc: Members of the Assembly Communications and Conveyance Committee
Assemblymember Heather Hadwick, State Assembly District 1
Senator Megan Dahle, State Senate District 1
Tracy Rhine, Senior Policy Advocate, Rural County Representatives of California



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Josh Brechtel, Interim County Counsel

MEETING DATE: April 1, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County and Renne Public Law Group to provide legal advice and representation regarding an attorney's claim for payment for representing a County elected official; effective March 21, 2025; not to exceed \$20,000.00; (General Fund Impact) professional services (20020 / 521900); approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Renne Public Law Group to provide legal advice and representation regarding an attorney's claim for payment for representing a County elected official.

Background and Discussion:

The Board of Supervisors would like to have Renne Public Law Group review Plumas County's litigation exposure involving the payment of legal fees for an elected official.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Renne Public Law Group to provide legal advice and representation regarding an attorney's claim for payment for representing a County elected official.

Fiscal Impact:

(General Fund Impact) professional services (20020 / 521900)

Attachments:

1. RCruise LSA FINAL

March 27, 2025

Kevin Goss
Chair, Board of Supervisors
County of Plumas
520 Main Street
Room 309
Quincy, CA 95971

**Re: County of Plumas
Legal Services Agreement**

Dear Chair Goss:

This Legal Services Agreement (“Agreement”) sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. This agreement creates an attorney-client relationship between the County of Plumas and Renne Public Law Group (“RPLG”). Please read the entire Agreement before signing and returning it to us.

1. Scope of Engagement. RPLG will provide legal advice and representation regarding a private attorney’s claims for payment by the County of the attorney’s fees and costs for representing a County elected official. I will be the primary attorney providing legal work in connection with those services. Our work is limited to such services. If we are requested to and agree to provide legal services on other discrete matters, we will confirm the engagement and bill separately for such services.

2. Fees and Personnel. As compensation for our services, our fees will be based on our current standard billing rates for the personnel performing services under this agreement at the time such services are rendered. Our standard billing rates for this matter for attorneys, paralegals, and legal assistants are attached as Attachment A. My rate is \$440. Rates will generally be increased annually on January 1 by the greater of 3% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.

I will be the attorney in charge of your matter. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized.

In the unlikely event of a dispute over fees, the parties agree that the dispute will be submitted to arbitration pursuant to the State Bar’s Mandatory Fee Arbitration Program.

Legal Services Agreement
March 27, 2025
Page 2

3. Billing and Payment Responsibilities. We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments. The total compensation under this agreement shall not exceed \$20,000.

The firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as Attachment B.

4. Termination of Services. You may terminate RPLG's services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

RPLG may terminate its services for any reason upon reasonable written notice, consistent with the Rules of Professional Responsibility. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. No Guarantee of Outcome. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Entire Agreement; Full Understanding; Modifications in Writing. This letter contains our entire agreement about our representation. Any modifications or additions to this Agreement must be made in writing.

8. Joint Representation. Our firm maintains Of Counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

Legal Services Agreement
March 27, 2025
Page 3

9. Conflicts. As you know, RPLG represents numerous public agencies, nonprofits and private clients throughout California. It is inevitable that certain clients might have certain objectives and policies that are not shared by other clients. For example, a city may support proposed legislation, while another city may be opposed to it.

The County recognizes this reality, acknowledges that this sort of policy disagreement may occur, and agrees that it will not assert a legal conflict of interest based on these types of policy or legislative disagreements. Nothing in this paragraph shall be construed to diminish or override RPLG's duty to adhere to the Rules of Professional Responsibility, including the rules governing legal conflicts of interest.

10. Insurance. RPLG shall maintain Professional Liability Insurance that covers the services to be performed in connection with the Agreement in an amount not less than \$2 million.

Legal Services Agreement
March 27, 2025
Page 4

11. Signature Authority. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Very truly yours,



Rubin E. Cruse, Jr.
Partner

cc: Angie Perez
RPLG Billing Department

Approved:



Jonathan V. Holtzman
Managing Partner

These terms are accepted and agreed to as of March 21, 2025.

THE COUNTY OF PLUMAS

By: _____

Print Name: Kevin Goss
Title: Chair, Board of Supervisors

ATTEST:

By: _____

Allen Hiskey
Clerk of the Board

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

Legal Services Agreement
March 27, 2025
Page 5

ATTACHMENT A

**PUBLIC SECTOR FEE SCHEDULE EFFECTIVE
JANUARY 1, 2025 TO DECEMBER 31, 2025**

Partners:	\$440 - \$550
Of Counsel & Sr. Counsel:	\$340 - \$450
Associates:	\$285 - \$385
Law Clerks:	\$195 - \$295
Paralegals & Sr. Analysts:	\$165 - \$300
Analysts & Legal Assistants:	\$140 - \$225
Consultants:	\$185 - \$315

Our rates adjust by the greater of 5% or the relevant local CPI increase over the prior 6-month period, rounded to the nearest \$5.

Legal Services Agreement
March 27, 2025
Page 6

ATTACHMENT B

RENNE PUBLIC LAW GROUP STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

Legal Services Agreement
March 27, 2025
Page 7

If you have any questions regarding an invoice, the Billing Coordinator or Accounting Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.