

BOARD OF SUPERVISORS

Terrell Swofford, 1st District
Kevin Goss, 2nd District
Sharon Thrall, Chair 3rd District
Lori Simpson, Vice Chair 4th District
Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING OF MAY 17, 2016 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, 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 person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. 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) AGRICULTURE/WEIGHTS & MEASURES

Continued from May 03, 2016, approve and authorize the Chair to sign agreement between County of Plumas and USDA of \$68,415 for FY 16-17 Wildlife Services; approved as to form by County Counsel

B) PUBLIC HEALTH AGENCY

Adopt **RESOLUTION** to accept and authorize the Director of Public Health to sign Agreement Amendment Number 14-10530 A02 from the California Department of Health, Emergency Preparedness Office (EPO) for the 2014-2017 Public Health Preparedness Program

2. FISH & GAME ADVISORY COMMISSION

Approve budget adjustment of \$15,000 from 20500-10100 Use of Fund Balance to 20500-52440 Special Department Expense to correct the FY 2015-2016 Budget; discussion and possible action; **four/fifths required roll call vote**

3. DEPARTMENTAL MATTERS

A) SOCIAL SERVICES – Elliott Smart

Presentation of Social Services Trends Report for quarter ending March 30, 2016

B) MANAGEMENT COUNCIL – Dony Sawchuk

Executive report for May 2016

C) PUBLIC HEALTH AGENCY – Mimi Hall

Continued from May 10, 2016, Introduce and waive first reading of an **ORDINANCE**, adding Chapter 14 of Title 5 of the Plumas County Code, "Tobacco Retailer Licensing Program" Requiring the Licensure of Tobacco Retailers. **Roll call vote**

D) **COUNTY COUNSEL** – Craig Settemire

- 1) Approve unanticipated revenue and supplemental budget totaling \$148,112.28 for budget unit 20120 (Capital Improvements) for repair and maintenance of the fire suppression system at the Health and Human Services Building; discussion and possible action;
- 2) Approve unanticipated revenue and supplemental budget totaling \$51,887.72 for budget unit 20020 (Litigation) for reimbursement of legal expenses incurred by County for County of Plumas v. BCM Construction, et al., Plumas Superior Court Case No. CV14-00168; discussion and possible action.

4. BOARD OF SUPERVISORS

- A. **11:15 PUBLIC HEARING:** Pursuant to Ordinance No. 16-1100 regarding “Outdoor Festivals”, consider application received for outdoor music festivals to be held in Belden Town:
 - Stilldream Music Festival – July 28th through August 1st, 2016 (Paul Pescov, Applicant)
- B. Appropriate \$60,232.38 (Last Chance II Project - \$39,377.93; Quincy Wetlands Project - \$20,854.45) from the General Fund Contingency for Proposition 50 Grant 10% retention due to Plumas Corporation (Upper Feather River Watershed and Water Quality Improvement Project). **Four/fifths required roll call vote**
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

1:00 P.M. **AFTERNOON SESSION**

5. BOARD OF SUPERVISORS

Report and update by Susan Scarlett, Budget Consultant on the FY 2016-2017 Budget preparation/process; discussion, possible action and/or direction

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Clerk of the Board
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff’s Administrative Unit; Sheriff’s Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, June 07, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California.



Plumas-Sierra Counties

Department of Agriculture

IA

Tim W. Gibson
Agricultural Commissioner
Sealer of Weights & Measures
timgibson@countyofplumas.com

Agriculture Commissioner Sealer of Weights and Measures



208 Fairgrounds Road
Quincy, CA 95971
Phone: (530) 283-6365
Fax: (530) 283-4210

Date: April 15, 2016

To: Honorable Board of Supervisors

From: Tim Gibson, Agricultural Commissioner/
Sealer of Weights & Measures *TSJ*

RE: Wildlife Services Work and Financial Plan, Agreement #16-73-06-0275-RA

Recommendation: Approve and authorize the Chair to sign the agreement between USDA and Plumas County.

Background and Discussion: The Wildlife Services agreement provides for the protection of livestock and property within Plumas and Sierra Counties. This service also provides a means to eliminate problem animals in the urban environment including skunks, raccoons, beavers, bears and mountain lions.

Cost to the county under this agreement for FY 2016-17 is \$68,415.00. These county costs are partially offset through fees charged for services, Sierra County Memorandum of Understanding agreement, and partial reimbursement by the State of California unclaimed gas tax fund. This agreement has been approved to form by County Counsel.



Plumas County Public Health Agency

1B

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: March 9, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for May 17, 2016

Recommendation: Approve a Resolution to accept and authorize the Director of Public Health to sign Agreement Amendment Number 14-10530 A02 from the California Department of Health, Emergency Preparedness Office (EPO) for the 2014-2017 Public Health Preparedness Program.

Background Information: Commencing FY 2001-2002, Plumas County Public Health Agency contracted with the State Department of Health for both State and Federal funds to develop and maintain various aspects of Public Health Preparedness, including Local Health Department (LHD) and Community preparedness, National Smallpox Vaccine program, Hospital Preparedness Program (HPP), and Pandemic Influenza Prevention/Planning, and H1N1 Pandemic Influenza.

The purpose of this Amendment is to amend the Scope of Work and Budget to adjust the funding amount for State Fiscal Year 15-16 to allow Public Health to complete more of the same services outlined in the original scope of work.

A copy of Agreement Amendment Number 14-10530 A02 is on file with the Clerk of the Board for your review.

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

RESOLUTION NO. 16-_____

RESOLUTION TO ACCEPT AND AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO SIGN AMENDMENT NUMBER A02 FOR STANDARD AGREEMENT NUMBER 14-10530 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, EMERGENCY PREPAREDNESS OFFICE FROM JULY 1, 2014 THROUGH JUNE 30, 2017 IN THE AMOUNT OF \$899,538.00.

WHEREAS, Plumas County Public Health Agency contracted with the State Department of Health for both State and Federal funds to develop and maintain various aspects of Public Health Preparedness, and

WHEREAS, to develop and maintain various aspects of Public Health Preparedness, including Local Health Department (LHD) and Community preparedness, National Smallpox Vaccine program, Hospital Preparedness Program (HPP), and Pandemic Influenza Prevention/Planning, and H1N1 Pandemic Influenza; and

WHEREAS, the California Department of Public Health, Emergency Preparedness Office, issued Agreement Amendment Number 14-10530 A02 to PCPHA to provide Emergency Preparedness Services through June 30, 2017.

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

1. Accept Standard Agreement Amendment Number 14-10530 A02 from the California Department of Public Health, Emergency Preparedness Office in the amount of \$899,181.00 through June 30, 2017.
2. Authorize the Director of Public Health to sign Amendment and execute subsequent documents necessary to implement Standard Agreement Amendment Number 14-10530 A02.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 17th day of May 2016, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

2

PLUMAS COUNTY FISH & GAME COMMISSION
3405 Diamond Mountain Road, Greenville, CA 95947 360-681-8175

TO: Plumas County Board of Supervisors

FROM: Bob Orange, Commissioner *BOB*

RE: Use of Current Fund Balance

DATE: May 17, 2016

It is hereby requested that the Board of Supervisors authorize the Auditor to transfer \$15,000 from the F&G Commission Cash Account 10100 to Line Item 52440.

Background & Discussion: Due to a miscommunication between the Budget Officer and the Commission's recording secretary, Line Item 52440 was not funded during last year's budget adoption. This transfer will allow use of the current fund balance and correct the problem.

For more information, please see the attached supporting letter.

Thank you.

Background & Information:

Special Department Expense is the main line item used by the Fish & Game Commission for payment of claims that are not included in the annual budget. These claims include such things as the Sixth Grade Watershed Trips, funding for Trout Unlimited, etc.

During the budget adoption for the 2015/2016 Fiscal Year, there was a mis-communication between the Budget Officer and the Recording Secretary that led to the Special Department Expense line item not being funded. Therefore, the claims that have been submitted for payment from this line item have either been paid and/or are still awaiting payment, leaving a negative balance.

Generally, Special Department Expense is funded from Cash Account 10100. Transfer of \$15,000 from the Cash Account will allow the Commission to pay its debts and operate until the adoption of the 2016/2017 budget.

This matter was discussed at the April 2016 Commission meeting and a copy of those Minutes are attached.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Fish & Game Commission

Dept. No: 20500

Date 5/17/2016

The reason for this request is (check one):

Approval Required

- A. Transfer to/from Contingencies OR between Departments
- B. Supplemental Budgets (including budget reductions)
- C. Transfers to/from or new Fixed Asset, within a 51XXX
- D. Transfer within Department, except fixed assets
- E. Establish any new account except fixed assets

Board
Board
Board
Auditor
Auditor

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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

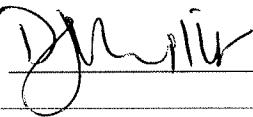
In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Oversight caused Line Item to remain unfunded

B) Uses Fund Balance

C) This line item is currently in the red due to items awaiting payment

D) N/A

Approved by Department Signing Authority: 

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

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 FISH & GAME
MEETING MINUTES
April 7, 2016

The meeting was called to order by Chair Dan Seiler

Election of Officers

Chair Seiler called for nominations; Commissioner Williams moved to continue with the current slate of officers; motion was seconded by Commissioner Horton. Commissioner Valle proposed that Gary Rotta serve as Vice Chair and Bob Orange serve as Chair; Commissioner Johnson seconded. Commissioner Williams moved that the nominations be closed; Commissioner Valle seconded. Chairman Seiler called for a vote on the Orange/Rotta combination with Commissioners Valle, Dutton, Johnson and Horton voting in agreement; Chair Seiler then called for a vote on continuing with the current slate of officers with only Commissioners Williams and Seiler voting to continue with the same slate. Based on the vote, Chairman Seiler determined that Bob Orange would serve as Chair for 2016, with Commissioner Rotta serving as Vice Chair.

Roll Call

Commissioners Dutton, Valle, Williams, Seiler, Horton, Orange and Johnson were present; Commissioners Rudgers, Rotta and Pleau were absent.

Approval of November 2015 Minutes

Commissioner Williams moved to approve the November minutes as submitted; Commissioner Valle seconded the motion. Motion passed by voice vote.

Guests

Vincent Rogers, Sierra Institute/Feather River Trout Unlimited
Ken Roby, Feather River Trout Unlimited
Colin Dillingham, USFS
Jim Magill, Citizen
Lt. Kyle Kroll, CDFW
Amber Rossi, CDFW
Hans Hauser, FRC Student

Urgency Items

None were heard.

Correspondence & Bills

Lt. Kroll advised that the DRS case involved a petroleum spill in the Feather River Canyon, which was cleaned up immediately.

Commissioner Valle presented two claims for payment from the Portola High Fund.

An invoice was received from FRTU for software to be used in the Watershed Fish Survey project, approved August of 2015.

Old Business

- a) **Letter Requesting Waterfowl Boundary Change:** Commissioner Orange distributed and read a letter he authored to the Fish & Game Commission requesting a minor boundary change to increase hunter opportunity. Commissioner Valle questioned when the State votes on waterfowl adoptions; Commissioner Johnson advised that they vote on waterfowl every year and that they've already set the season for this year to be the same as last year. Commissioner Johnson also advised that Commissioners Rudgers and Pleau wanted to include Lake Almanor in the changes as well. Commissioner Orange will adapt the letter to reflect the changes and corrections and then submit the letter to be formatted and mailed.

New Business

- a) **Report on Conversation regarding Portola HS Funds:** Commissioner Orange reiterated the information he'd previously sent via e-mail to the Commissioners regarding this matter. DA Hollister advised in his e-mail that it was his opinion that as long as the funds were distributed according to the Fish & Game Code, they were not restricted to use for Portola's Learning Landscape. Commissioner Orange forwarded a copy of the e-mail to County Counsel for his review but has not received an official opinion yet. This matter will be placed on May's Agenda awaiting a response from County Counsel. Commissioner Williams also suggested that if this matter is to be discussed next month, that it be done during Closed Session.
- b) **Increase in Operational Budget Amount for 2015/16:** Commissioner Williams asked for an explanation of the item as put forth in the letter received from the secretary. Chairman Seiler

advised that he'd spoken with the secretary and went on to relate his understanding of the matter. He explained that ultimately money had not been rolled over into Line Item 52440 for this fiscal year, therefore, that account has a negative balance. The Secretary has been in contact with the Auditor with regard to this matter and he went on to read the letter received to the Commission. Commissioner Valle advised that the money is there, however, it is not in the line item that it can be spent from and that due to miscommunication between the Secretary and the Auditor the funds were not moved accordingly. Commissioner Horton questioned why the full \$30,000 was not being moved and was advised that since a new budget would be prepared in July, the \$15,000 suggested would cover expenses until that point. Commissioner Valle moved to transfer \$15,000 from Cash Account 10100 to Special Department Expense Line Item 52440 for this fiscal year; motion seconded by Commissioner Dutton. Motion passed by voice vote.

- c) **Discussion of Future Watershed Trips:** Commissioner Valle was asked to address the Commission by Rob Wade, who was unable to attend, and distributed a document prepared by him. This involved the ongoing annual discussion of the funding of the yearly watershed program throughout the County. Commissioner Horton questioned whether Charter Schools were involved in this program and was answered in the negative. Commissioner Valle went on to state that the request for funding was for \$999 per school, which amounts to just under \$4,000. Commissioner Horton questioned whether there had been a discussion in the past which would make the donation per school more equitable based on students involved. It was explained that Mr. Wade asks the students to fund a certain amount and then he goes out to fund raise for the rest. Commissioner Orange questioned whether all the kids go on the trip at the same time and was told that they do not. Commissioner Williams stated that he recalled the Commission speaking to revisiting the funds paid for these trips as \$4,000 is quite a huge hit to the budget. Commissioner Horton suggested that if the Portola High Fund was allowed to be used for the general funding of the Commission, the \$4,000 expenditure would be acceptable. He went on to state that he'd rather not vote on this matter until it can be determined whether the PHS funds can be made available. Chair Seiler asked whether the Commission wanted to table this matter until next month. Commissioner Williams moved that this item be tabled until the May Commission meeting; Commissioner Johnson seconded the motion. Commissioner Horton questioned the ramifications of not funding



3A

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368

DATE: MAY 5, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 17, 2016

RE: SOCIAL SERVICES TRENDS REPORT

A handwritten signature of Elliott Smart, Director of the Department of Social Services.

It is Recommended that the Board of Supervisors

Receive and file the Social Services Trends report.

Background and Discussion

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through March 30, 2016.

Copies: PCDSS Management Staff
Members of the Human Services Cabinet

Enclosure

SOCIAL SERVICES TRENDS

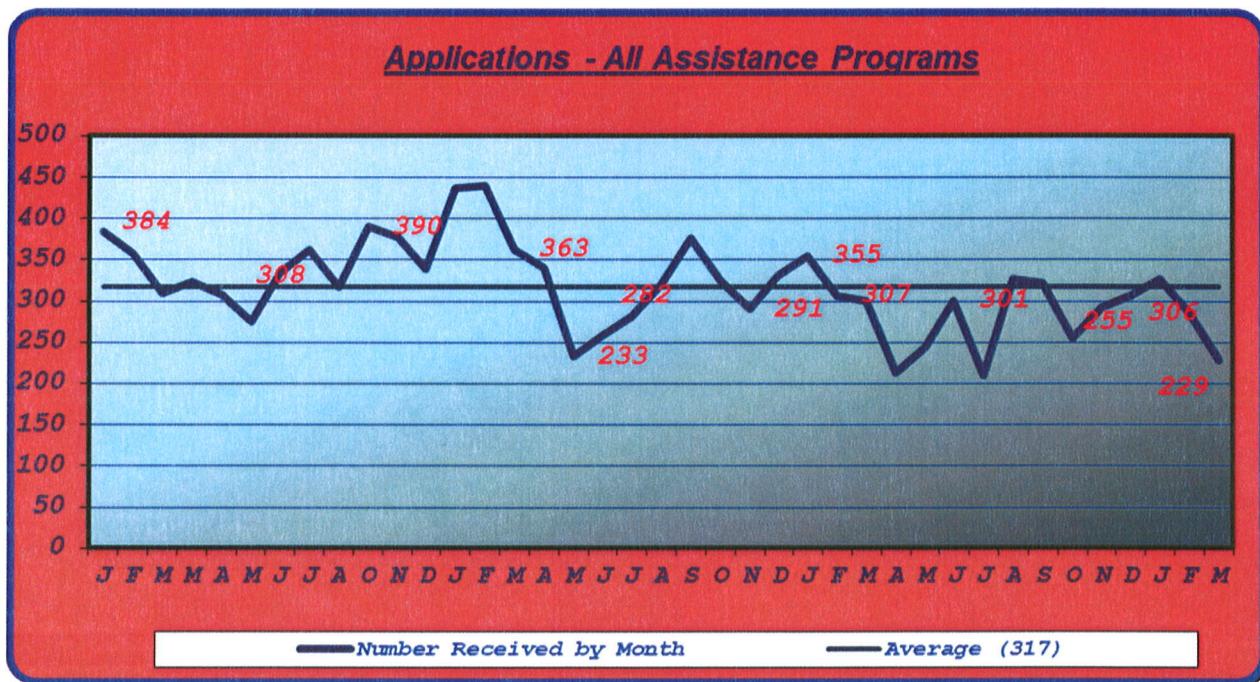
Quarter Ending: March 31, 2016

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the three-month quarter that ended March 31, 2016. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at www.countyofplumas.com.

I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION

A. APPLICATIONS RECEIVED

Since February 2014, when the Department received 440 applications for economic assistance, the trend has been downward. While the largest share of applications continues to be for medical assistance, even there the trend is downward. In 2014 the average monthly application rate was 334 per month. Now it is 317 and dropping. We continue to see slow improvements in the local economy which lessen the need for economic assistance. And the Department believes we may have reached the saturation point for the Medi-Cal program meaning those who are eligible have applied for and been put on the program.



B. CONTINUING CASES

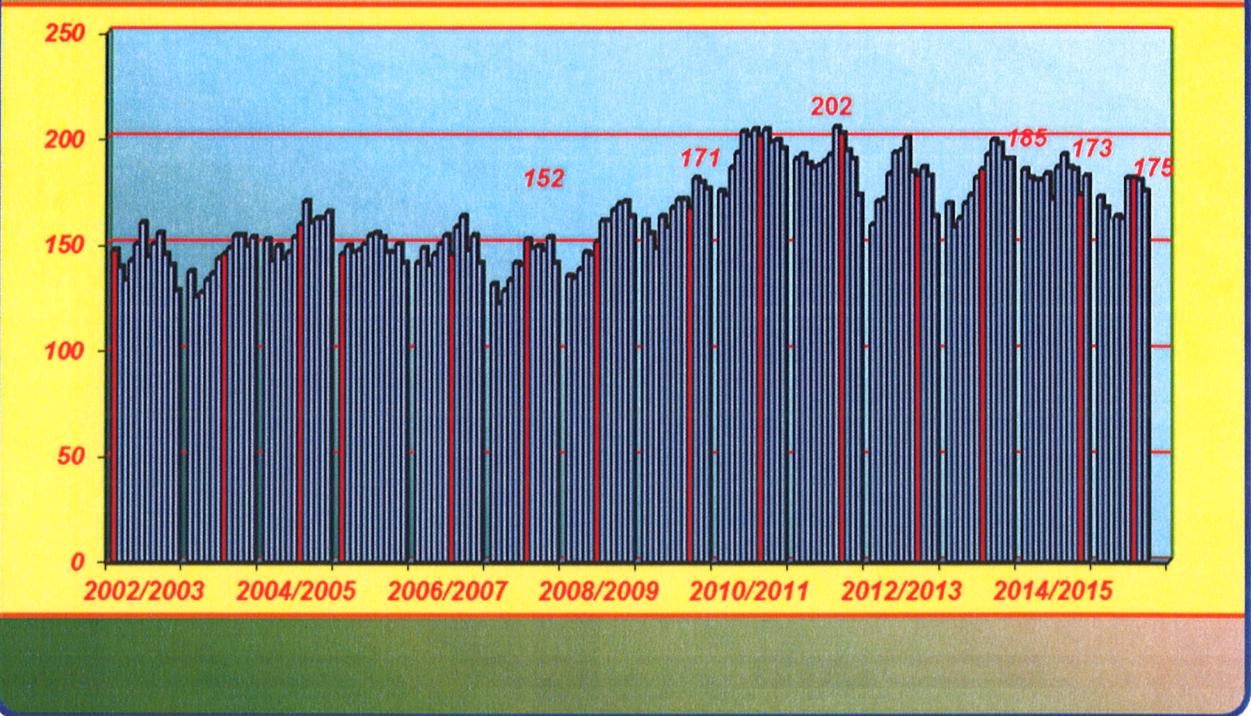
(1). Cash Assistance (AFDC/CalWORKs)

The Department continues to record a downward trend in the case count for the CalWORKs cash assistance program. Since the high count of 202 cases recorded in February of 2012, the case count has generally dropped with only brief periods of increase, most notably during the winter months. Our pre-recession case count was 150 cases per month. Evidence suggests that the case count is headed in that direction. Employment opportunities are likely to continue to grow although we expect growth to continue to be slow.

Average Monthly Caseload

2013/2014	180
2014/2015	182
2015/2016	171

CalWORKs Open Cases at End of Month



(2). CalFresh (Supplemental Nutrition Assistance Program) Assistance

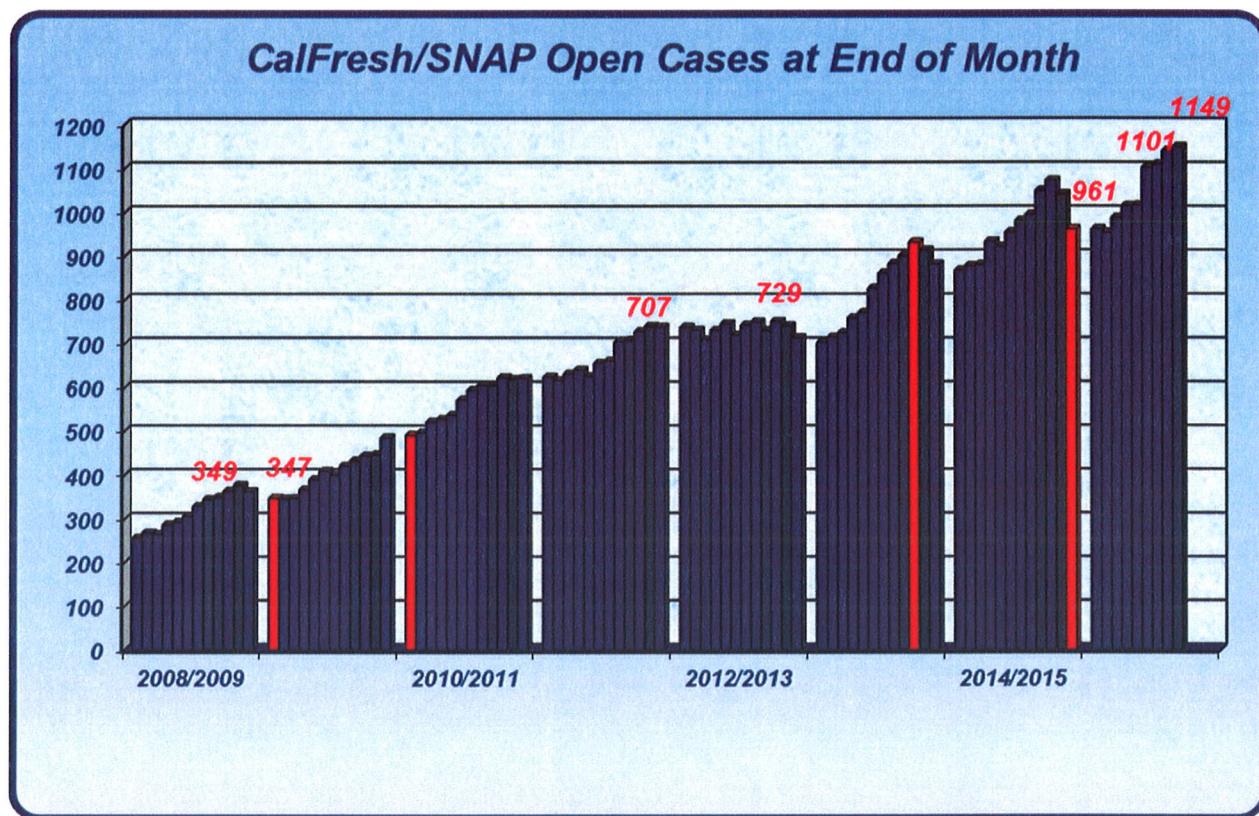
A. Case Count

While there have been improvements in the economy that would normally lead to an expectation of a reduction in case counts for the CalFresh program, changes in program eligibility have generated accompanying changes in the longer term case count. More than ever before, working individuals are qualifying for the CalFresh program. Under present regulations a person with income below 200% of the Federal Poverty Level (FPL) can qualify for and receive CalFresh benefits.

The Department also continues to note increases in customers who are over 55 and disabled populations who used to “get by” without assistance even though many of them were eligible for it. Increases in food prices along with decreases in buying power have led many of those individuals to access the CalFresh program.

Average Monthly Caseload

2013/2014	822
2014/2015	961
2015/2016	1048

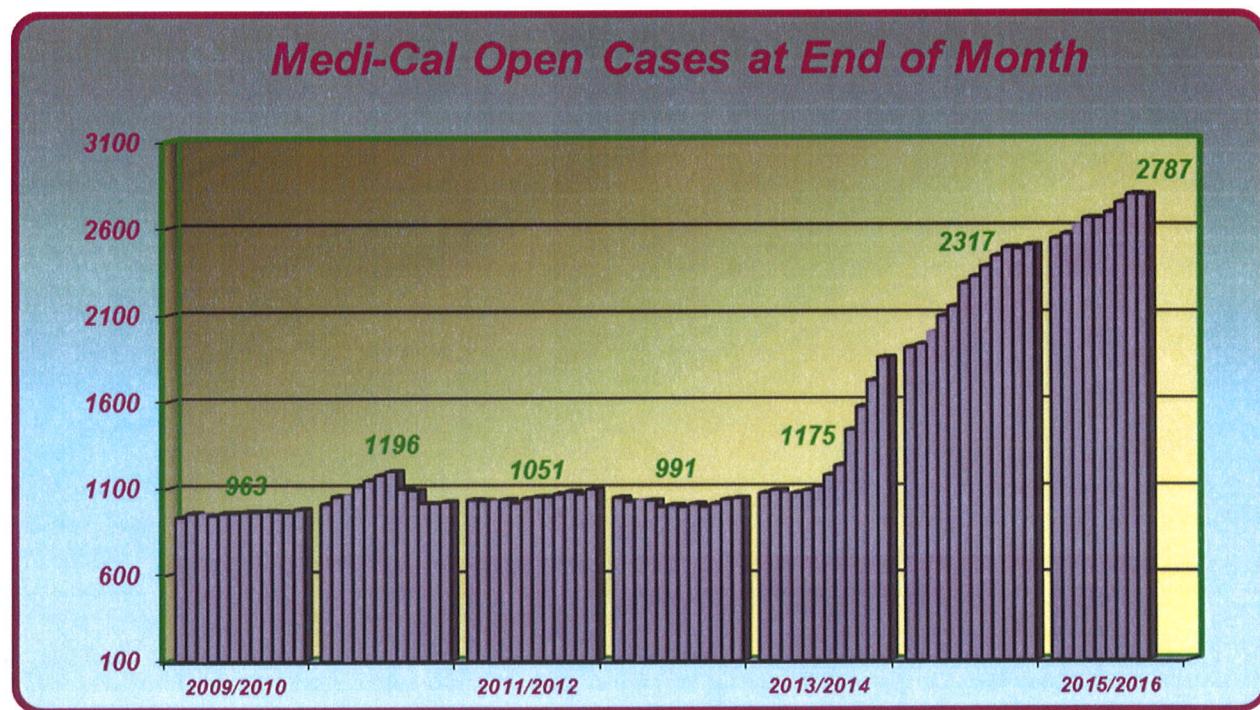


(3). Medi-Cal

The Department continues to believe that we are reaching a plateau in the growth for the Medi-Cal program. The Department notes that while growth continues, the trend upward has not been as steep as it was during the initial open enrollment period for the Affordable Care Act (ACA). That would suggest that those individuals who did not have medical coverage prior to the ACA and who are eligible for coverage under the expanded Medi-Cal program have enrolled. Typically, those who are eligible for the expanded Medi-Cal program have earned income that is 138% of the federal poverty level or less. For a single individual that roughly translates into hourly earnings of \$7.85 per hour or less; or about \$1,354 per month. For a family of three, annual income at 138% of poverty is \$27,730 or less.

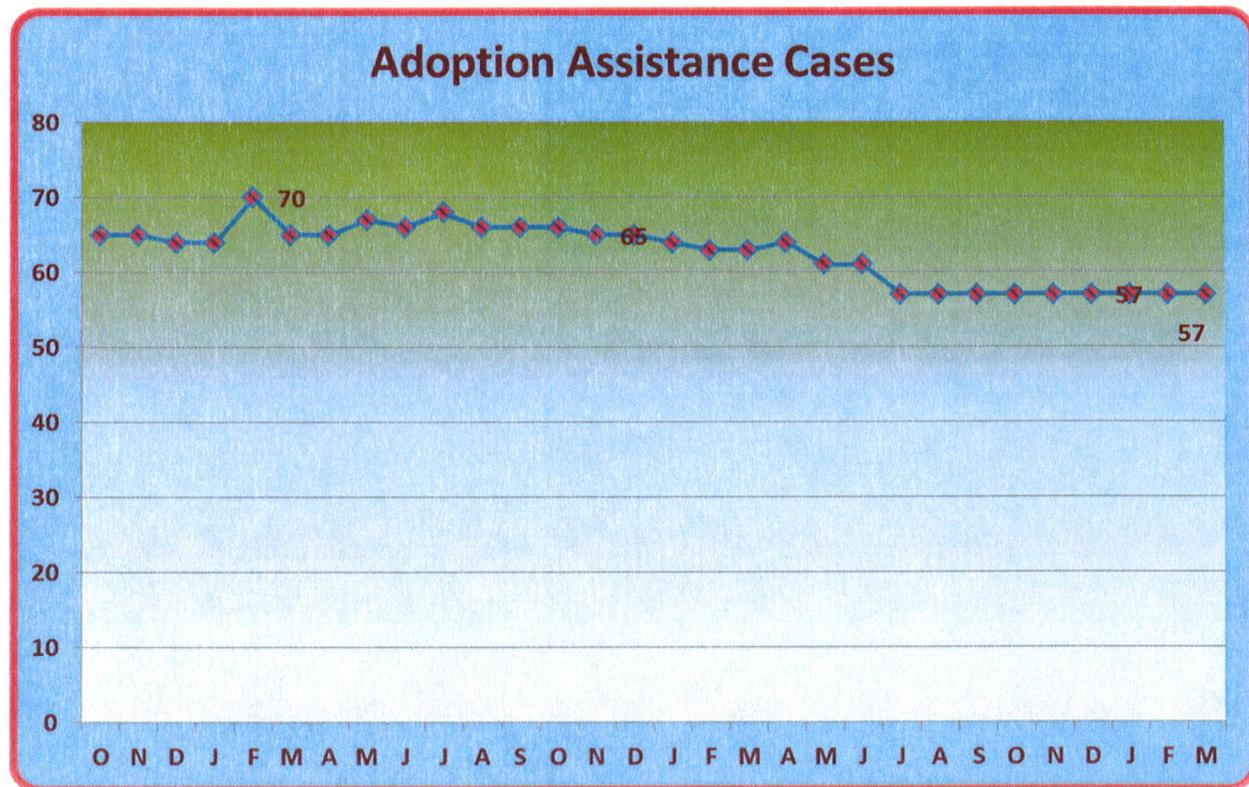
Average Monthly Caseload

2013/2014	1459
2014/2015	2245
2015/2016	2667



(4). Aid to Adoptions

In 2012 the Department of Social Services began operating the Adoptions programs. The services provided and benefits issued are mandated by Welfare and Institutions Code under Chapter 2.1 beginning at Section 16115. Services provided include home studies, training for adoptive parents and case management of adoptive placements. Adoptive families also qualify for cash assistance under the Aid to Adoptions program. The caseload for the Adoptions Program has dropped from a high count of 70 in January of 2013 to 57 children currently receiving assistance.

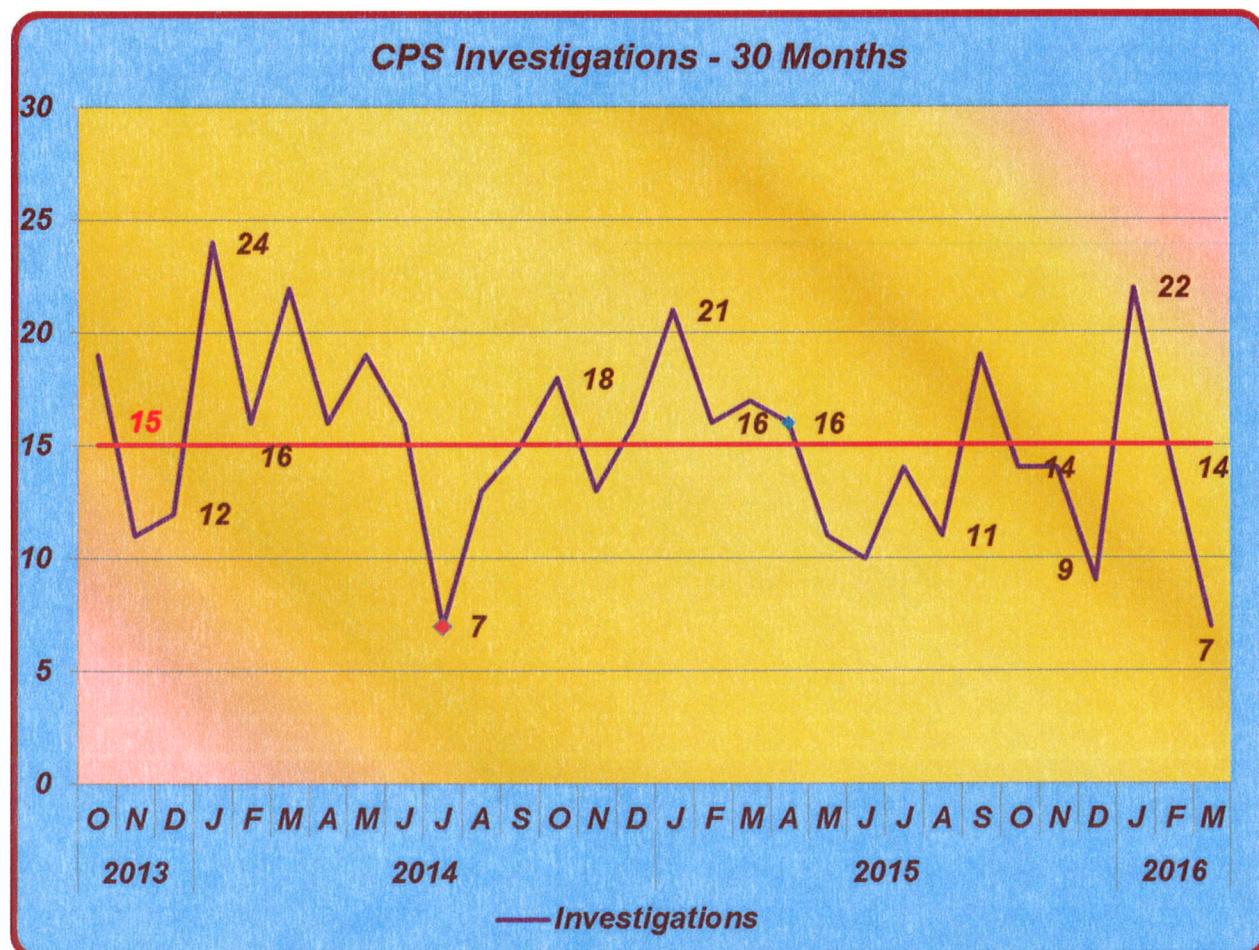


II. SOCIAL SERVICES DIVISION

A. Child Welfare Services

The Emergency Response component of Child Protective Services has continued to average about 15 child abuse investigations per month. In January the Department investigated 22 cases of suspected child abuse. Higher counts of referrals for investigation during January closely match prior year counts (24 in January of 2014 and 21 in January of 2015). This is likely connected to children returning to school after a two week break where school personnel are more likely to notice signs of abuse or neglect.

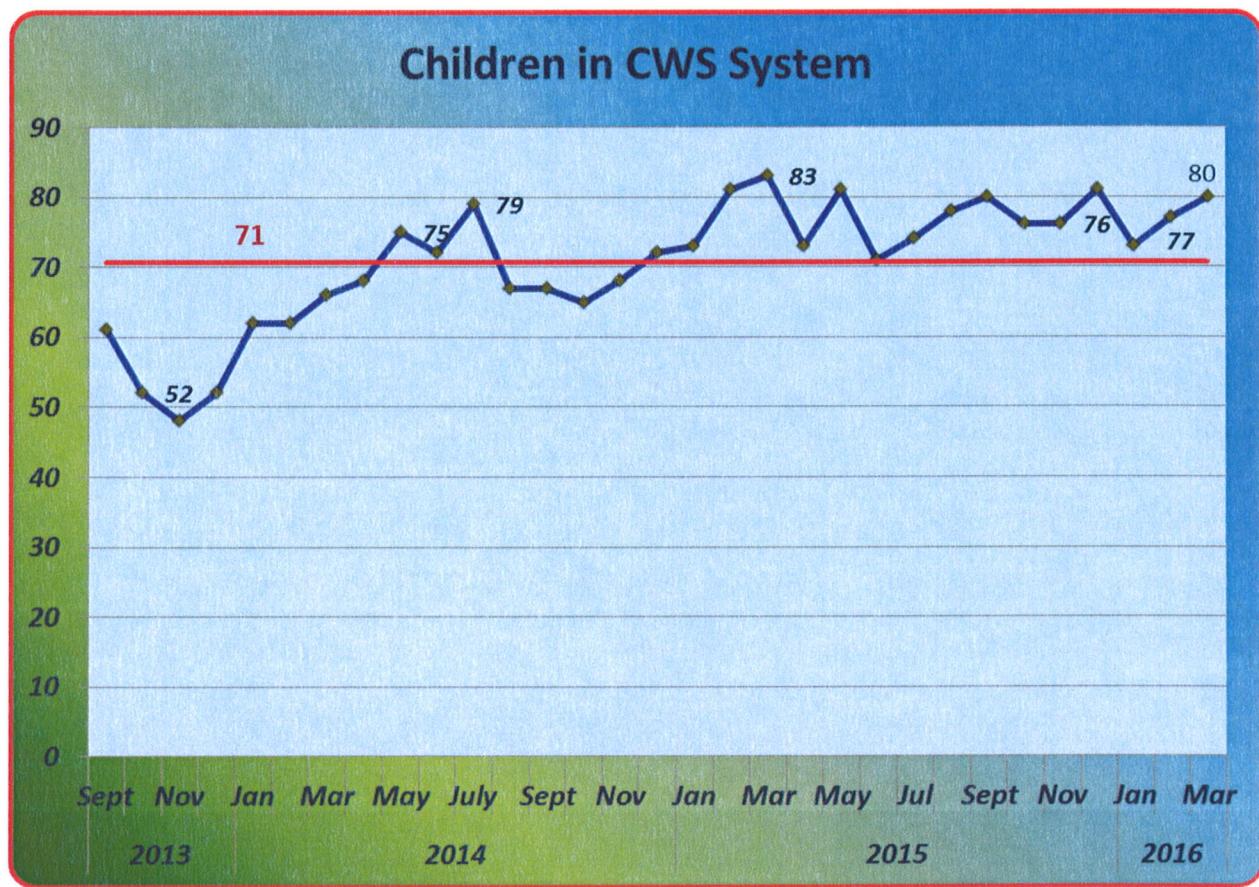
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse is the foremost reason that children are removed from unsafe environments.



B. Children in the Child Welfare Services System

As has been reported previously, under changes in the law associated with Assembly Bill 12 of 2012, some children will stay in the Child Welfare System longer so that they can complete their education or secure independent housing. Currently the Department has 6 children who are completing an educational plan or living independently. This circumstance has generated an increase in the case count which is not directly associated with new detentions of children.

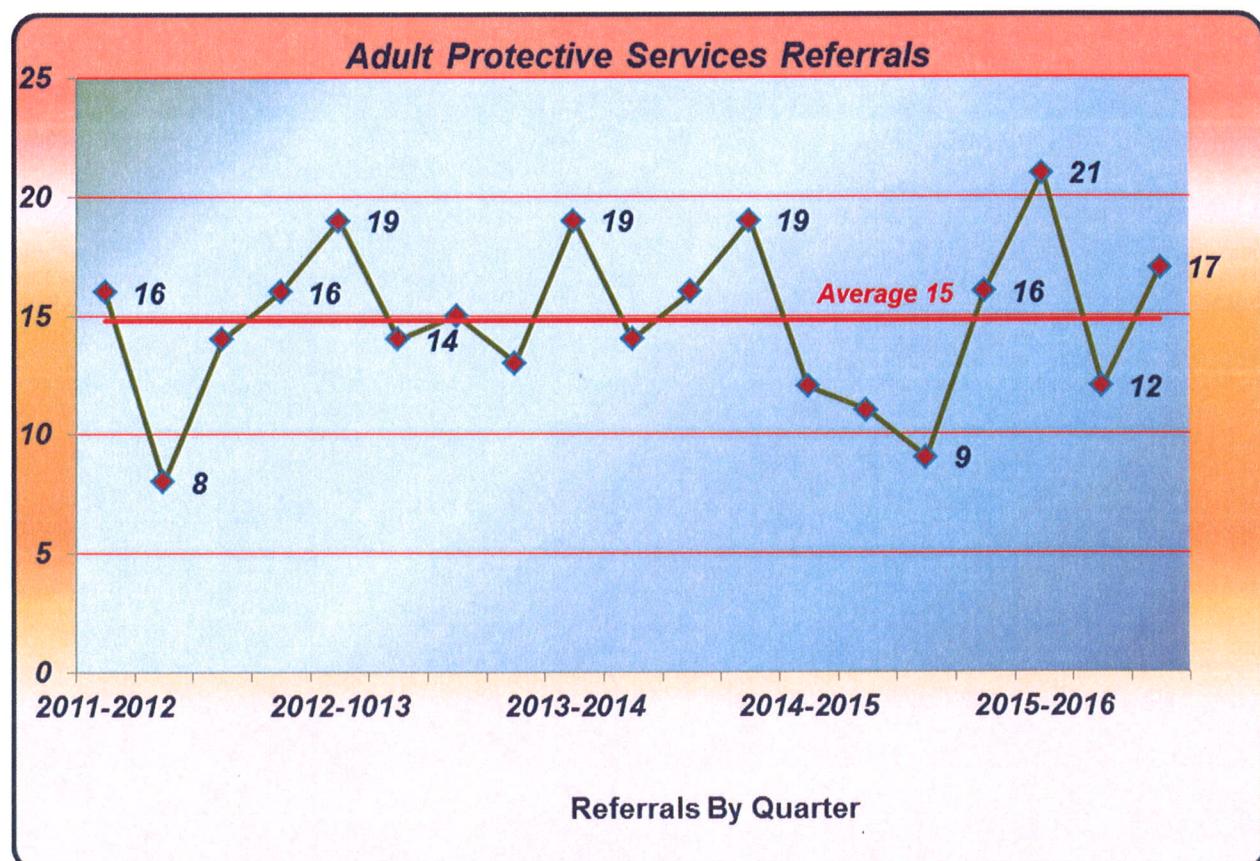
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. While we expect that trend to continue, there remains a need for foster homes for children who come into our system. This is particularly evident when the Department detains children with special needs as there are fewer foster homes or group homes that provide the specialized care needed by these children.



C. Adult Protective Services

Generally the Department receives about 15 referrals per quarter for situations involving abuse or neglect of elderly and disabled people. During the three month period that concluded in March, 2016, the Department received 17 requests for investigation.

Referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's bank account have continued to account for many of the requests for investigation we receive. The Department also receives referrals that are for self-neglect. In some of these situations it is not always possible to intercede because the referent still has a right to self-determination.



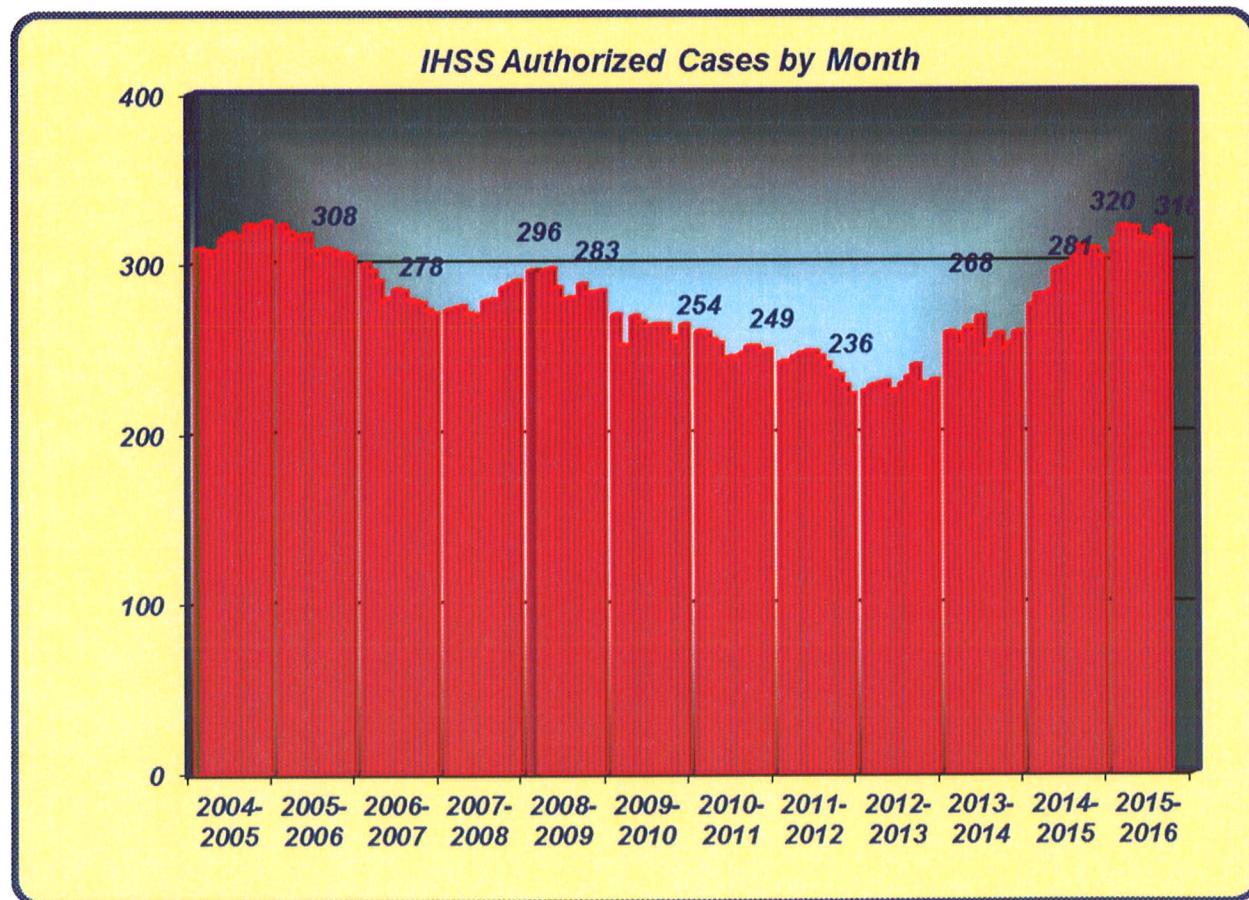
D. In-Home Supportive Services (IHSS)

The IHSS program experienced a fairly steady period of case count decline from around 2009 to mid-2013. Those reductions in case count were linked to several state regulation and legislative changes that both changed eligibility requirements and reduced the number of authorized hours that could be approved under some circumstances.

With the advent of the Affordable Care Act, the Department determined that it would be likely that the case count might grow some due to people becoming eligible for Medi-Cal (federal Medicaid), as IHSS is funded by Medicaid dollars. That has turned out to be a correct prediction. We believe that we will continue to see some growth in this program due to the ACA.

Average Monthly Case Count

2013/2014	256
2014/2015	295
2015/2016	317



III. PUBLIC GUARDIAN

The Public Guardian currently provides guardianship and conservator services to a total of 11 LPS and Probate conservatees. The Public Guardian also serves as representative payee for 12 SSI recipients.

3B



Plumas County Management Council

A Commitment to Coordinated Public Service

Board Date: May 17, 2016

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Chair

Subject: Executive Report, May 2016, Plumas County Management Council

Background

Plumas County Management Council wishes to present to the Board of Supervisors a monthly report regarding activities and topic discussions. Material to report include items such as departmental matters, policy development and recommendations thereof, objective analysis of county related issues and efforts of successful coordination between county departments.

ORDINANCE NO. 16 – _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, ADDING CHAPTER 14 OF TITLE 5 OF THE COUNTY CODE, “TOBACCO RETAILER LICENSING PROGRAM,” REQUIRING THE LICENSURE OF TOBACCO RETAILERS.

The Board of Supervisors of the County of Plumas, State of California, **DOES ORDAIN** as follows:

Section 1. Chapter 14 is hereby added to Title 5 of the Plumas County Code, with the title of Chapter 14 to read in full: “Tobacco Retailer Licensing Program”.

Section 2. The Board of Supervisors of the County of Plumas hereby finds and declares as follows:

WHEREAS, based in part on the information contained in this section, the Board of Supervisors finds that the failure of tobacco retailers to comply with all tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents an imminent threat to the public health, safety, and welfare of the residents of the Plumas County; and

WHEREAS, the Board of Supervisors finds that a local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the Plumas County, to protect the health, safety, and welfare of our residents; and

WHEREAS, state law requires all tobacco retailers to be licensed by the Board of Equalization primarily to curb the illegal sale and distribution of cigarettes due to tax evasion and counterfeiting (Cal. Bus. & Prof. Code §§ 22970.1, 22972); and

WHEREAS, state law explicitly permits cities and counties to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3); and

WHEREAS, California courts have affirmed the power of local governments to regulate business activity to discourage violations of law. See, e.g., *Cohen v. Board of Supervisors*, 40 Cal. 3d 277 (1985); *Bravo Vending v. City of Rancho Mirage*, 16 Cal. App. 4th 383 (1993); *Prime Gas, Inc. v. City of Sacramento*, 184 Cal. App. 4th 697 (2010); and

WHEREAS, despite the state and Plumas County’s efforts to limit youth access to tobacco, minors are still able to access cigarettes, as evidenced by the fact that:

- In California, 36.8 percent of high school students have smoked a whole cigarette by 14 years of age; and
- According to the 2013 California Healthy Kids Survey, 29 percent of Plumas County 11th grade students have tried cigarettes, and 15 percent currently use regularly; and

WHEREAS, California retailers continue to sell tobacco to underage consumers, evidenced by the following:

- 7.6 percent of California tobacco retailers surveyed were witnessed unlawfully selling to minors in 2013; and
- 24 percent of tobacco retailers surveyed in Plumas County sold tobacco products to minors in 2013; and

WHEREAS, research demonstrates that local tobacco retail ordinances dramatically reduce youth access to cigarettes. For example:

- A review of 33 California communities with strong tobacco retailer licensing ordinances shows that the youth sales rate declined in 31 of these communities after the ordinances were enacted, with an average decrease of 26 percent in the youth sales rate; and
- Over 90 percent of enforcement agencies surveyed in 2000 rated license suspension or revocation after repeated violations as an effective strategy to reduce youth access to tobacco; and

WHEREAS, over 100 cities and counties in California have passed tobacco retailer licensing ordinances in an effort to stop minors from using tobacco; and

WHEREAS, a requirement for a tobacco retailer license will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults. It will, however, allow Plumas County to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco-related laws; and

WHEREAS, Plumas County has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales and use; in discouraging the illegal purchase of tobacco products by minors; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to minors; and finally, and most importantly, in protecting children from being lured into illegal activity through the misconduct of adults; and

NOW THEREFORE, it is the intent of the Board of Supervisors, in enacting this ordinance, to ensure compliance with the business standards and practices of the County of Plumas and to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those which prohibit or discourage the sale or distribution of tobacco and nicotine products to minors, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalties provided therein.

Section 3. Section 5-14.01 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.01. Definitions.

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) “Arm’s Length Transaction” means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an Arm’s Length Transaction.

(b) “Department” means the department or agency designated by the Board of Supervisors of the County of Plumas to enforce or administer the provisions of this chapter.

(c) “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

(d) “Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(e) “Proprietor” means a Person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a Person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a Person can or does have or share ultimate control over the day-to-day operations of a business.

(f) “Self-Service Display” means the open display or storage of Tobacco Products or Tobacco Paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of Self-Service Display.

(g) “Tobacco Paraphernalia” means any item designed for the consumption, use, or preparation of Tobacco Products.

(h) “Tobacco Product” means:

- (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or
- (2) Any Electronic Smoking Device; or
- (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, any component, part, or accessory of a tobacco product, whether or not sold separately.

“Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other

therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

(i) “Tobacco Retailer” means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, Tobacco Products or Tobacco Paraphernalia. “Tobacco Retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

Section 4. Section 5-14.02 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.02. Requirements and Prohibitions.

(a) *Tobacco Retailer’s License Required.* It shall be unlawful for any Person to act as a Tobacco Retailer in Plumas County without first obtaining and maintaining a valid Tobacco Retailer’s License pursuant to this chapter for each location at which that activity is to occur. Tobacco Retailing without a valid Tobacco Retailer’s License is a nuisance as a matter of law.

(b) *Lawful Business Operation.* In the course of Tobacco Retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee’s agents or employees, to violate any local, state, or federal law applicable to Tobacco Products, Tobacco Paraphernalia, or Tobacco Retailing.

(c) *Display of License.* Each Tobacco Retailer license shall be prominently displayed in a publicly visible location at the licensed location.

(d) *Positive Identification Required.* No Person engaged in Tobacco Retailing shall sell or transfer a Tobacco Product or Tobacco Paraphernalia to another Person who appears to be under the age of thirty (30) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the Tobacco Product or Tobacco Paraphernalia.

(e) *Minimum Age for Persons Selling Tobacco.* No Person who is younger than the minimum age established by state law for the purchase or possession of Tobacco Products shall engage in Tobacco Retailing.

(f) *Self-Service Displays Prohibited.* Tobacco Retailing by means of a Self-Service Display is prohibited.

(g) *False and Misleading Advertising Prohibited.* A Tobacco Retailer without a valid Tobacco Retailer license or a Proprietor without a valid Tobacco Retailer license, including, for example, a Person whose license has been suspended or revoked:

(1) Shall keep all Tobacco Products and Tobacco Paraphernalia out of public view. The public display of Tobacco Products or Tobacco Paraphernalia in violation of this provision shall constitute Tobacco Retailing without a

license under Section 5-14.12; and

- (2) Shall not display any advertisement relating to Tobacco Products or Tobacco Paraphernalia that promotes the sale or distribution of such products from the Tobacco Retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

Section 5. Section 5-14.03 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.03. Mobile Vending of Tobacco Prohibited.

No license may issue to authorize Tobacco Retailing at other than a fixed location. For example, Tobacco Retailing by Persons on foot or from vehicles is prohibited.

Section 6. Section 5-14.04 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.04. Application Procedure.

(a) Application for a Tobacco Retailer's license shall be submitted in the name of each Proprietor proposing to conduct retail tobacco sales and shall be signed by each Proprietor or an authorized agent thereof.

It is the responsibility of each Proprietor to be informed regarding all laws applicable to Tobacco Retailing, including those laws affecting the issuance of a Tobacco Retailer's license. No Proprietor may rely on the issuance of a license as a determination by the County that the Proprietor has complied with all laws applicable to Tobacco Retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a Proprietor shall be revoked pursuant to Sec. 5-14.11(d) of this chapter. Nothing in this chapter shall be construed to vest in any Person obtaining and maintaining a Tobacco Retailer's license any status or right to act as a Tobacco Retailer in contravention of any provision of law.

All applications shall be submitted on a form supplied by the Department and shall contain the following information:

- (1) The name, address, and telephone number of each Proprietor of the business seeking a license.
- (2) The business name, address, and telephone number of the single fixed location for which a license is sought.
- (3) A single name and mailing address authorized by each Proprietor to receive all communications and notices (the "Authorized Address") required by, authorized by, or convenient to the enforcement of this chapter. If an Authorized Address is not supplied, each Proprietor shall be understood to consent to the provision of notice at the business address specified in

subparagraph (2) above.

- (4) Proof that the location for which a Tobacco Retailer's license is sought has been issued a valid state license for the sale of Tobacco Products, if the Tobacco Retailer sells products that require such license.
- (5) Whether or not any Proprietor or any agent of the Proprietor has admitted violating, or has been found to have violated, this chapter and, if so, the dates and locations of all such violations within the previous five years.
- (6) Such other information as the Department deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.

(b) A licensed Tobacco Retailer shall inform the Department in writing of any change in the information submitted on an application for a Tobacco Retailer's license within ten business days of a change.

(c) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code section 6250 *et seq.*) or any other applicable law, subject to the laws' exemptions.

Section 7. Section 5-14.05 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.05. Issuance of License.

Upon the receipt of a complete application for a Tobacco Retailer's license and the license fee required by this chapter, the Department shall issue a license unless substantial evidence demonstrates that one or more of the following bases for denial exists:

- (a) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter.
- (b) The application seeks authorization for Tobacco Retailing for a Proprietor to whom this chapter prohibits a license to be issued.
- (c) The application seeks authorization for Tobacco Retailing that is prohibited pursuant to chapter (e.g., mobile vending), that is unlawful pursuant to this Code, or that is unlawful pursuant to any other law.

Section 8. Section 5-14.06 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.06. License Renewal and Expiration.

(a) *Renewal of License.* A Tobacco Retailer's license is invalid if the appropriate fee has not been timely paid in full or if the term of the license has expired. The term of a Tobacco Retailer

license is one year. Each Tobacco Retailer shall apply for the renewal of his or her Tobacco Retailer's license and submit the license fee no later than thirty days prior to expiration of the term.

(b) *Expiration of License.* A Tobacco Retailer's license that is not timely renewed shall expire at the end of its term. To renew a license not timely renewed pursuant to subparagraph (a), the Proprietor must:

- (1) Submit the license fee and application renewal form; and
- (2) Submit a signed affidavit affirming that the Proprietor:
 - (i) has not sold and will not sell any Tobacco Product or Tobacco Paraphernalia after the license expiration date and before the license is renewed; or
 - (ii) has waited the period of time required by Sec. 5-14.12(a) of this chapter for Tobacco Retailing without a valid license before seeking renewal of the license.

Section 9. Section 5-14.07 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.07. Licenses Nontransferable.

(a) A Tobacco Retailer's license may not be transferred from one Person to another or from one location to another. A new Tobacco Retailer's license is required whenever a Tobacco Retailing location has a change in Proprietor(s).

(b) Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

- (1) the location has been transferred to new Proprietor(s) in an Arm's Length Transaction; and
- (2) the new Proprietor(s) provide the County with clear and convincing evidence that the new Proprietor(s) have acquired or are acquiring the location in an Arm's Length Transaction.

Section 10. Section 5-14.08 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.08. Conditional Privilege.

Nothing in this chapter shall be construed to grant any Person obtaining and maintaining a Tobacco Retailer's license any status or right other than the limited conditional privilege to act as a Tobacco Retailer at the location in the County identified on the face of the permit. For example, nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any

other provision of applicable law, including but not limited to, any provision of this Code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code section 6404.5. For example, obtaining a Tobacco Retailer's license does not make the retailer a "retail or wholesale tobacco shop" for the purposes of California Labor Code section 6404.5.

Section 11. Section 5-14.09 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.09. Fee for License.

The fee to issue or to renew a Tobacco Retailer's license shall be established from time to time by resolution of Board of Supervisors. The fee shall be calculated so as to recover the cost of administration and enforcement of this chapter, including, for example, issuing a license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. Fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

Tobacco retailers may be eligible for a reduced licensing fee if their retail location complies with one or more standards, making it a "healthy retailer" as determined by the Plumas County Healthy Retail Initiative Survey. The Plumas County Healthy Retail Initiative Survey is conducted annually by the Plumas County Public Health Agency to assess the current state of the retail environment. Information about healthy and unhealthy options available in the retail locations are tracked through time in a database maintained by the Plumas County Public Health Agency. This information is used, among other purposes, to determine Tobacco Retailer License fees and rates and to encourage health equity in retail environments throughout Plumas County.

Section 12. Section 5-14.10 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.10. Compliance Monitoring.

(a) Compliance with this chapter shall be monitored by the Department. In addition, any peace officer may enforce the penal provisions of this chapter. The County may designate any number of additional Persons to monitor compliance with this chapter.

(b) The Department shall inspect each Tobacco Retailer one time per twelve month period, but only if sufficient funds are appropriated by the Board of Supervisors to perform such inspections. Nothing in this paragraph shall create a right of action in any licensee or other Person against the County or its agents.

(c) The County shall not enforce any law establishing a minimum age for Tobacco Product purchases or possession against a Person who otherwise might be in violation of such law because of the Person's age (hereinafter "Youth Decoy") if the potential violation occurs when:

- (1) the Youth Decoy is participating in an inspection supervised by a peace officer, code enforcement official, or the Person designated by the County

to monitor compliance with this chapter; or

- (2) the Youth Decoy is acting as an agent of a Person designated by the County to monitor compliance with this chapter; or
- (3) the Youth Decoy is participating in an inspection funded in part, either directly or indirectly through subcontracting, by the Plumas County Public Health Agency or the California Department of Health Services.

Section 13. Section 5-14.11 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.11. Fines; Suspension or Revocation of License.

(a) *Suspension or Revocation of License for Violation.* In lieu of or in addition to any other penalty authorized by law, a Tobacco Retailer's license shall be suspended or revoked if any court of competent jurisdiction determines, or the Department finds based on a preponderance of the evidence, after the licensee is afforded notice and an opportunity to be heard, that the licensee, or any of the licensee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this chapter or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any provision of Section 5-14.02 above.

- (1) Upon a finding by the Department of a first violation of this chapter at a location within any sixty-month period, a fine of \$500 shall be issued to the Proprietor(s).
- (2) Upon a finding by the Department of a second violation of this chapter at a location within any sixty-month period, the license shall be suspended for ninety days and a fine of \$1,000 shall be issued to the Proprietor(s).
- (3) Upon a finding by the Department of a third violation of this chapter at a location within any sixty-month period, the license shall be suspended for one year and a fine of \$1,000 shall be issued to the Proprietor(s).

(b) *Appeal of Suspension or Revocation.* A decision of the Department to suspend or revoke a license is appealable to the Plumas County Board of Supervisors. If such an appeal is timely made, it shall stay enforcement of the appealed action. An appeal to the Plumas County Board of Supervisors is not available for a revocation made pursuant to subsection (d) below.

(c) *Appellate Process.* Except as otherwise provided by law, any decision made appealable to the Plumas County Board of Supervisors pursuant to this chapter shall be subject to the following requirements and procedures.

- (1) Any appeal must be in writing, shall state the specific reasons therefore and the grounds asserted for relief and the specific relief requested, and shall be filed with the Clerk of the Board of Supervisors within ten (10) calendar days of personal service of the notice of the action being appealed, or within

fifteen (15) calendar days of mailing if the notice is only served by mail. If any Person to whom the notice of violation was given does not file a written appeal within the time and in the manner set forth above, the right to review of the Department's determination shall be deemed to have been waived, and the Department's decision shall be final.

If a written appeal is filed within the time and in the manner set forth above, the matter shall be heard by the Plumas County Board of Supervisors.

- (2) Not later than fifteen (15) days after receipt of the appeal, the Clerk of the Board of Supervisors shall provide written notice to the parties of the date, time, and place of the hearing, in the manner specified above for a notice of revocation.
- (3) The provisions of the Administration Procedure Act (commencing with Section 11500 of the Government Code of the State) shall not be applicable to such hearing, nor shall formal rules of evidence in civil or criminal judicial proceedings be so applicable.

A record of the hearing shall be made by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.

A decision of the Plumas County Board of Supervisors shall be supported by substantial evidence. The Plumas County Board of Supervisors shall sustain the Department's decision if the Plumas County Board of Supervisors finds that any lawful basis for the Department's action exists.

- (4) Following the conclusion of the hearing, the Plumas County Board of Supervisors shall prepare a written decision that either grants or denies the appeal, contains findings of facts and conclusions of law, and includes notification that the time limit within which a judicial review shall be sought is governed by Code of Civil Procedure Section 1094.6. Notice of the written decision, including a copy thereof, shall be filed with the Clerk of the Board of Supervisors and served upon all parties not later than ten (10) business days following the date on which the hearing is closed.

The written decision of the Plumas County Board of Supervisors shall be the final decision of the County, and shall become final upon the date that notice thereof is mailed to the appellant by certified mail.

- (5) Any determination of the Plumas County Board of Supervisors shall be subject to judicial review pursuant to Code of Civil Procedure Section

(d) *Revocation of License Wrongly Issued.* A Tobacco Retailer's license shall be revoked if the Department finds, after the licensee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a license under Sec. 5-14.05 existed at the time application was made or at any time before the license issued. The decision by the Department shall be the final decision of the County. Such a revocation shall be without prejudice to the filing of a new license application.

(e) Fines and interest upon proceeds of fines shall be used exclusively to fund the tobacco retail licensing program and the healthy retail initiative. Fines are nonrefundable except as may be required by law.

Section 14. Section 5-14.12 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.12. Tobacco Retailing Without a Valid License.

(a) In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any Person has engaged in Tobacco Retailing at a location without a valid Tobacco Retailer's license, either directly or through the Person's agents or employees, the Person shall be ineligible to apply for, or to be issued, a Tobacco Retailer's license as follows:

- (1) After a first violation of this section at a location within any sixty-month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until thirty days have passed from the date of the violation.
- (2) After a second violation of this section at a location within any sixty-month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until ninety days have passed from the date of the violation and a fine of \$500 shall be issued to the Proprietor.
- (3) After of a third or subsequent violation of this section at a location within any sixty-month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until one year has passed from the date of the violation and a fine of \$1,000 shall be issued to the Proprietor.

(b) Tobacco Products and Tobacco Paraphernalia offered for sale or exchange in violation of this section are subject to seizure by the Department or any peace officer and shall be forfeited after the licensee and any other owner of the Tobacco Products and Tobacco

Paraphernalia seized is given reasonable notice and an opportunity to demonstrate that the Tobacco Products and Tobacco Paraphernalia were not offered for sale or exchange in violation of this chapter. The decision by the Department may be appealed pursuant to the procedures set forth in Section 5-14.11(c). Forfeited Tobacco Products and Tobacco Paraphernalia shall be destroyed after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure section 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

- (c) For the purposes of the civil remedies provided in this chapter:
 - (1) each day on which a Tobacco Product or Tobacco Paraphernalia is offered for sale in violation of this chapter; or
 - (2) each individual retail Tobacco Product and each individual retail item of Tobacco Paraphernalia that is distributed, sold, or offered for sale in violation of this chapter;

shall constitute a separate violation of this chapter.

Section 15. Section 5-14.13 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.13. Additional Remedies.

(a) The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

(b) Whenever evidence of a violation of this chapter is obtained in any part through the participation of a Person under the age of eighteen years old, such a Person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(c) Violations of this chapter are subject to a civil action brought by the District Attorney, punishable by a civil fine not less than \$250 and not exceeding \$1,000 per violation.

(d) Violations of this chapter may, in the discretion of the District Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require.

(e) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.

(f) Violations of this chapter are hereby declared to be public nuisances.

(g) In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the District Attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code

enforcement proceedings, and suits for injunctive relief.

Section 16. Section 5-14.14 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.14. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this chapter, or its application to any other person or circumstance. The Board of Supervisors of the County of Plumas hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 17. Sections 3 through 16 of this ordinance, which amend the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 18. The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Section 19. This ordinance shall be published, pursuant to Section 25124 (a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

Section 20. This ordinance shall become effective thirty (30) days after its date of final adoption.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the _____ day of _____, 2016, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the _____ day of _____, 2016, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors

3D



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 301
Quincy, California 95971-9115

R. CRAIG SETTLEMIRE
COUNTY COUNSEL
STEPHEN L. MANSELL
DEPUTY COUNTY COUNSEL
MARI SNYDER
PARALEGAL/SMALL CLAIMS ADVISOR

Phone: (530) 283-6240
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May 17, 2016

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Stephen L. Mansell, *Deputy County Counsel*

Stephen L. Mansell

SUBJECT: Allocation of \$200,000 in Settlement Funds received from *County of Plumas v. BCM Construction, et al.*, Plumas Superior Court Case No. CV14-00168

Background:

Pursuant to instruction from the Board, settlement has been approved and finalized in *County of Plumas v. BCM Construction, et al.*, Plumas Superior Court Case No. CV14-00168, and the County has received a check for \$200,000 pursuant to this settlement. To achieve this result, the County incurred total litigation costs of \$51,887.72, which includes the costs for outside counsel, mediation fees, expert consultants, and miscellaneous expenses. A breakdown of these costs is attached to this memorandum. Litigation costs constitute approximately 26% of the total recovery. This means that the County has received a net recovery of \$148,112.28 as a result of this litigation.

Action:

It is recommended that the Board approve receipt of the settlement funds as unanticipated revenue. It is further recommended that supplemental budgets be approved for (1) Unit 20020 (Litigation) in the amount of \$51,887.72, and (2) Unit 20120 (Capital Improvements) in the amount of \$148,112.28. This would reimburse the litigation account for the costs of the litigation, and allocate the remainder of the settlement toward ongoing repair and maintenance of the fire suppression system at the Health and Human Services Building.

In the alternative, the Board could direct staff to allocate the settlement funds toward other purposes as the Board may choose.

END OF MEMORANDUM

Enclosure.

FEES PAID re: PLUMAS COUNTY v. BCM CONSTRUCTION
Plumas Superior Court case #CV14-00168

Jones & Dyer Law Offices Litigation Costs	General Litigation Costs	\$43,800.75
David Howit Metallurgy Consultant	General Litigation Costs	\$4,037.50
Aliotti Resolution, Inc. Mediation Costs	General Professional Services Fees	\$3,028.47
Delta Fire Systems, Inc. Consultation Costs	General Litigation Costs	\$840.00
Plumas County Superior Court Jury Fees	General Litigation Costs	\$150
Steve Mansell Travel Costs	General Litigation Costs	\$31.00
TOTAL		\$51,887.72

4A

Outdoor Festival Permit

(Including Programs & Plans approved by various County Departments)

For the

STILLDREAM

MUSIC FESTIVAL

at

Belden Town Resort

July 28th through August 1st, 2016

Fest 6-16

DEPARTMENT OF PUBLIC WORKS USE ONLY
Date Rec'd 3/9/16
Receipt No. 141523 \$ 1000.00

PRELIMINARY OUTDOOR FESTIVAL PERMIT APPLICATION

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of \$1,000.00.
4. Make the check payable to Plumas County Department of Public Works

A. Applicant (s)

Name of Festival Stilldream LLC

Name of Applicant Stilldream LLC - Contact: Paul Plescov (president)

Residence Address 4517 Holiday Hill Ct. Shingle Springs, CA 95682

Mailing Address 4517 Holiday Hill Ct. Shingle Springs, CA 95682

Telephone Number 916.470.4999 E-Mail Address info@stilldream.org

Business Address and Telephone Number (If different from above) _____

*Applicant must be the promotor of the event. If the application is made by a partnership, the name and mailing address of the responsible general partner must be included. If the application is made by a corporation, the application shall be signed by the president and attested to by the secretary. The address and telephone number of the principal place of business of the applicant shall also be included in the application.

B. Owner (s)

(Attach additional sheets if necessary)

Name Ivan Coffmann

Mailing Address Belden Town Resort and Lodge 4785 Belden Town Road, Belden, CA 95915

Telephone 530.283.9662

*Attach letter(s) of authorization signed by the owner(s).

C. Location of Event

(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort and Lodge 4785 Belden Town Road, Belden, CA 95915

Nearest town Twain

Assessors Parcel Number(s) 002-340-002

D. Dates & Hours of Event

Dates of Pre-Event Setup: Tuesday July 26th, 2016 - After 12pm

Dates of Actual Event: July 28th-August 1st, 2016

Dates of Post Even Activities: August 3rd, 2016 12PM

Hours of Event Activities for each day of Event: 24/7

E. Number of Attendees and Staff

Number of Spectators or Participants for each day of Event 1000 total. We expect 850 attendee's and 150 volunteers and staff including but not limited to medical, Security, Belden Staff, Shuttle Drivers and management.

F. Maps and Diagrams

Provide maps or diagrams showing the following:

- (a) Location of the property on which the proposed event and all related activities will be held.
- (b) Location of adjacent roads, lots, and residences
- (c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
- (d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
- (e) Location and orientation of loudspeakers
- (f) Location, style, wattage and orientation of all temporary lighting
- (g) Location of camping or other overnight areas
- (h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

Signature (s) of Applicant (s)

I 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 hereon.

Digitally signed by Paul Plescov
DN: cn=Paul Plescov, o=Stilldream LLC, ou=President, email=info@stilldream.org, c=US
Date: 2016.01.29 15:47:34 -08'00'

Signature

01/29/2016

Date

Signature

Date

John Dutcher

541-505-7277

p.2

Belden Town Resort
14785 Belden Town Rd.
Belden, Ca. 95915

To Whom It May Concern,

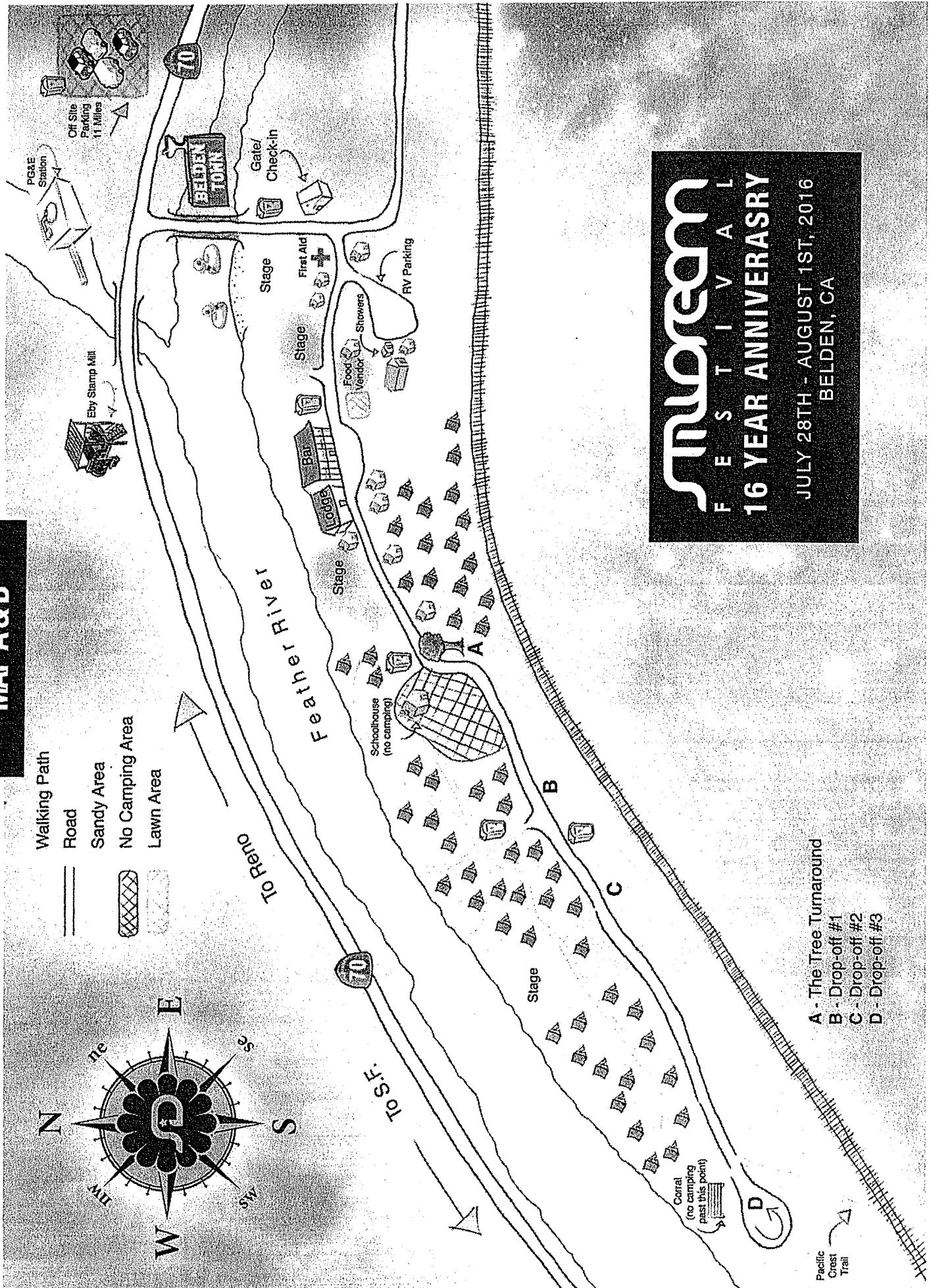
I, Ivan Coffman, owner of Belden Town Resort and Lodge, give my permission for Skidream Music Festival to take place on 7/28/16 thru 8/1/16 at Belden Town Resort, 14785 Belden Town Rd, Belden, CA. 95915 and also for the property at Jacks Place located at 25311 hwy 70, Twain CA 95984.

Thank you,

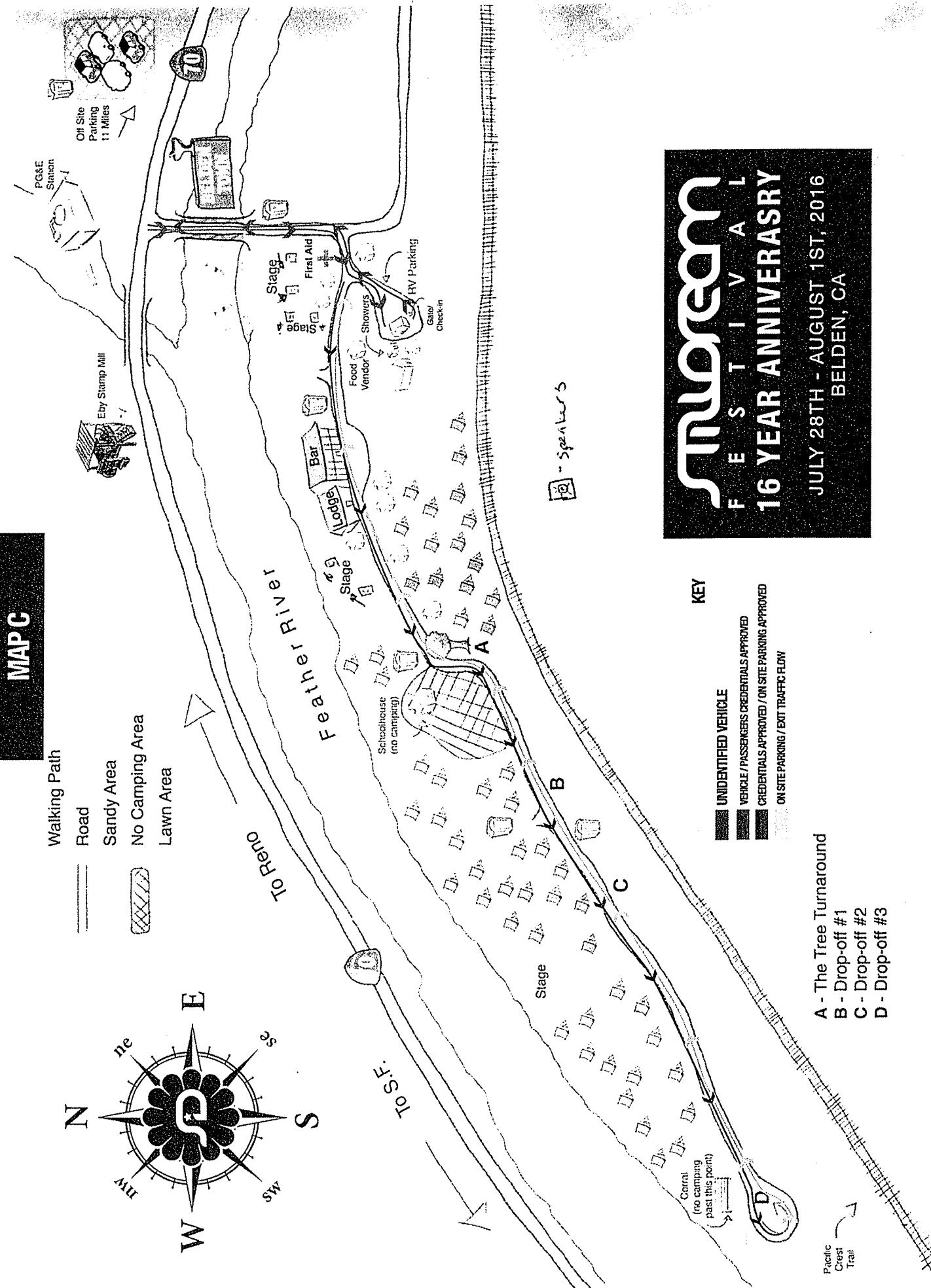


Ivan Coffman- Owner, Belden Town Resort and Lodge

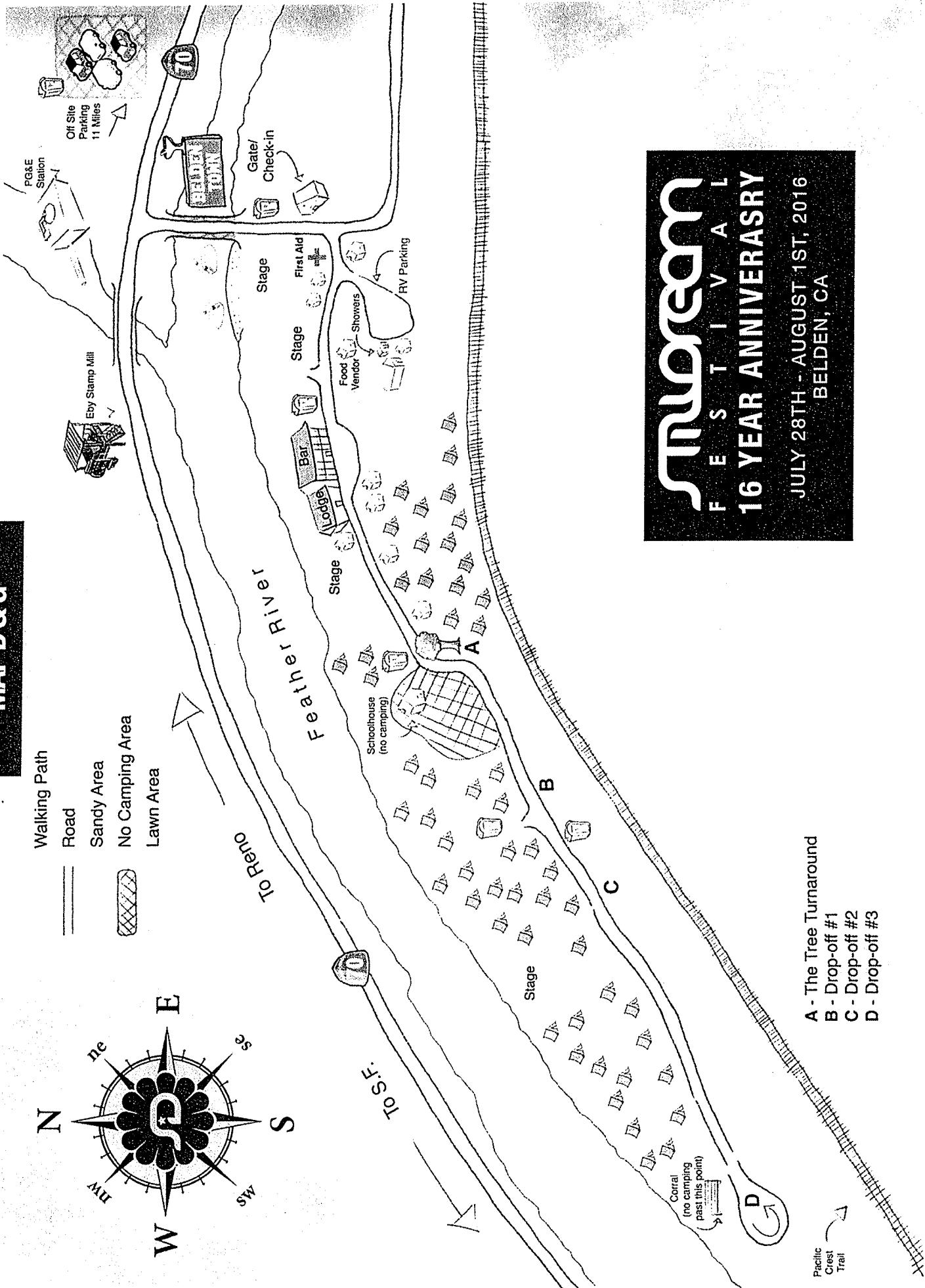
MAP A & B



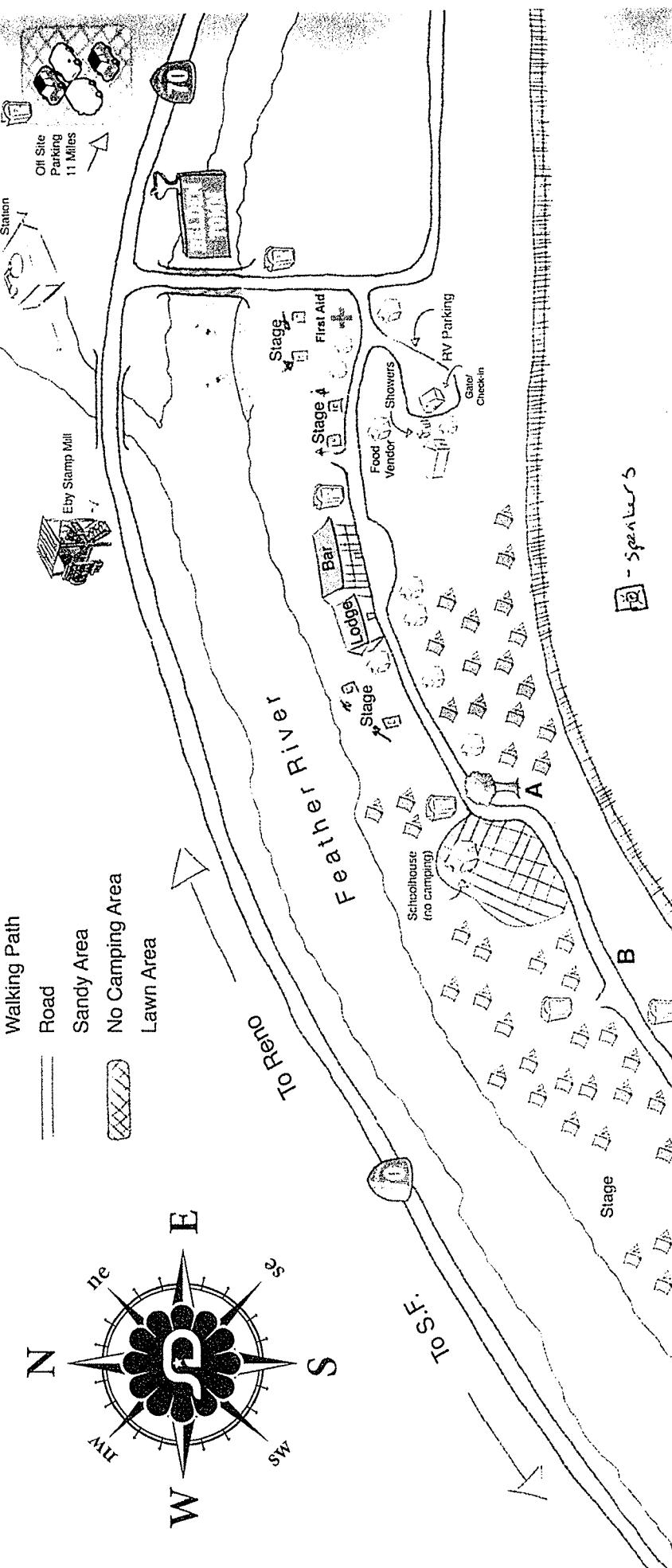
MAP C



MAP D & G

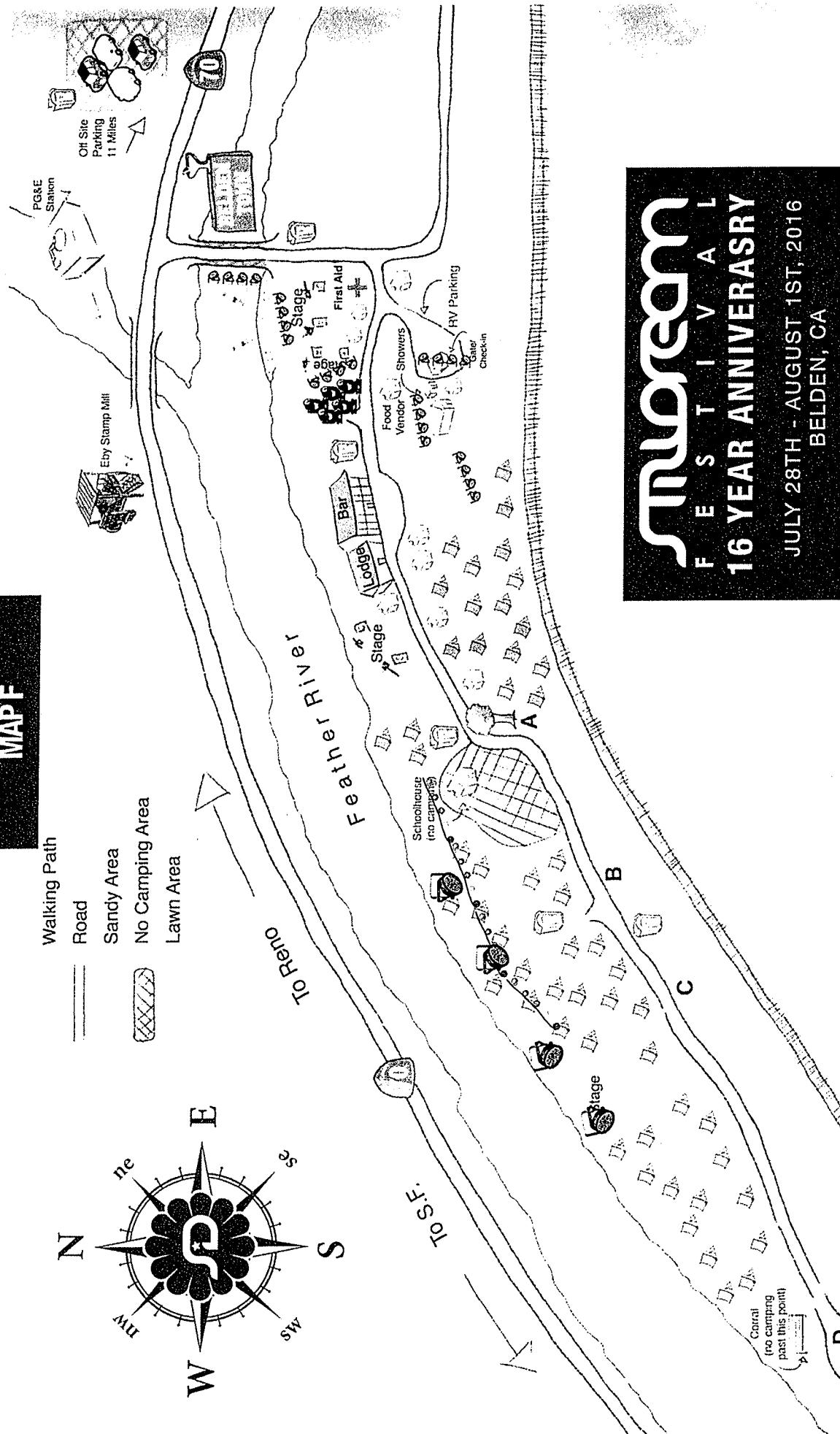


MAP E



JULY 28TH - AUGUST 1ST, 2016
BELDEN, CA

MAP



stream
F E S T I V A L
16 YEAR ANNIVERSARY

JULY 28TH - AUGUST 1ST, 2016
BELDEN, CA

JULY 28TH - AUGUST 1ST, 2016
BELDEN, CA

CAMPING AREA:
- 200FT - KAWAII SHAPED PARTY
STRING LIGHTS - MULTICOLOR
- 10 - PAR 56 PAR-STYLE RGB LED
(24W @ 120V 60Hz)

• 10 - PAR 58 PAR-STYLE RGB LED
(24W @ 120V 60Hz)

FRONT GATE: 4 PAR56 PAR-STYLE RGB LED
124W @ 120V 60Hz
BRIDGE: 6 PAR56 PAR-STYLE RGB LED
124W @ 120V 60Hz

5-PAR 56 PAR-STYLE RGB LED

CONCHA CENTER:
- 4 PAR56 PAR-STYLE RGB LED
(24W @ 120V 60Hz)

4 PAR 56 PAR-STYLE RGB LED
4W @ 120V 60Hz

FOREST STAGE:
- 6 PAR 56 PAR-STYLE RGB LED
(24W @ 120V 60Hz)

386/486-STYLE 486-BUS
20V 60HZ)

BEACH STAGE:
- 6 PAR 56 PAR-STYLE RGB U
(24W @ 120V 60HZ)

120V 60Hz

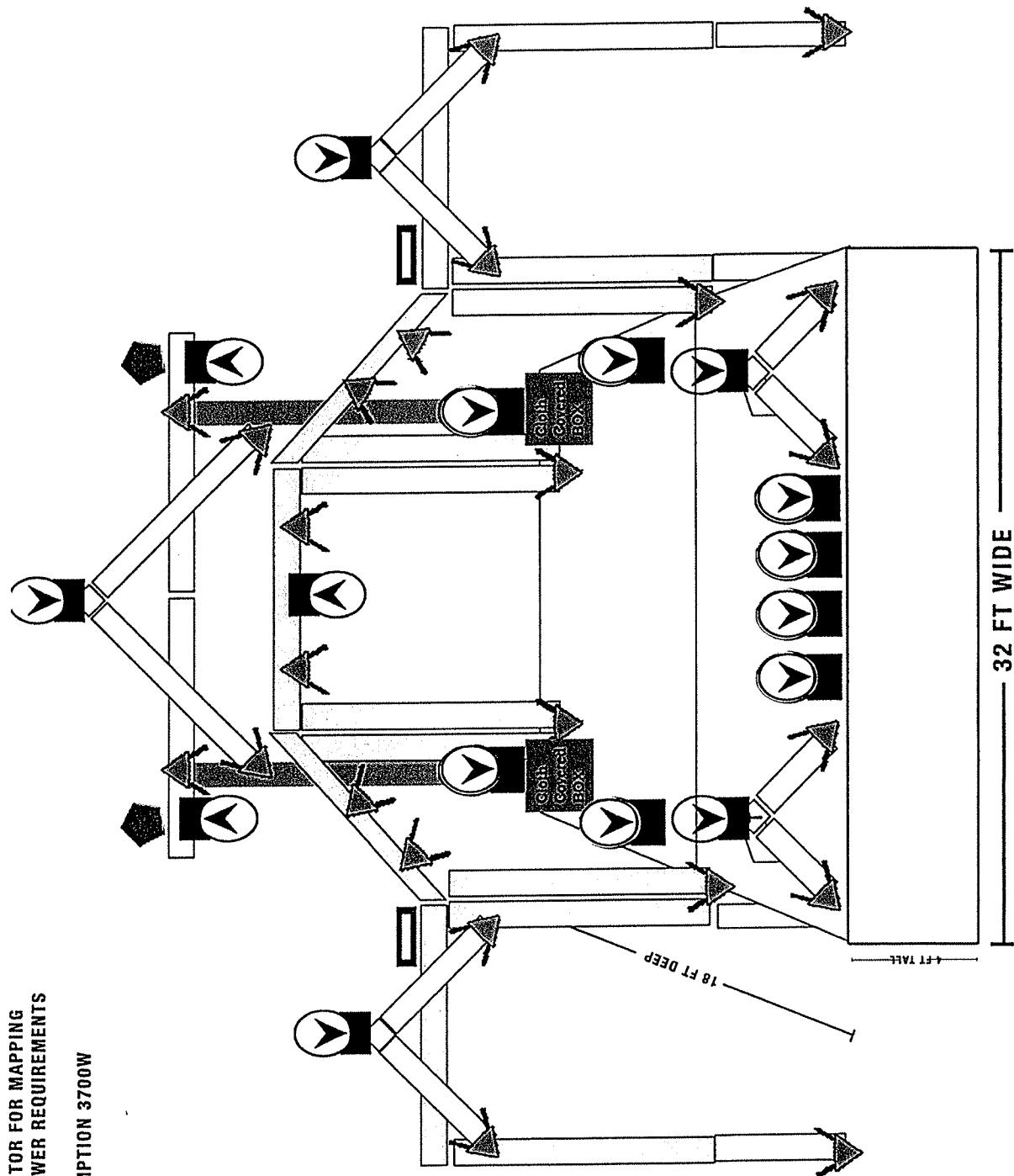
MAIN STAGE:
110 - PAR 56 PAR-STYLE RECESSED
4W @ 120V 60Hz

44W @ 120V 60Hz)

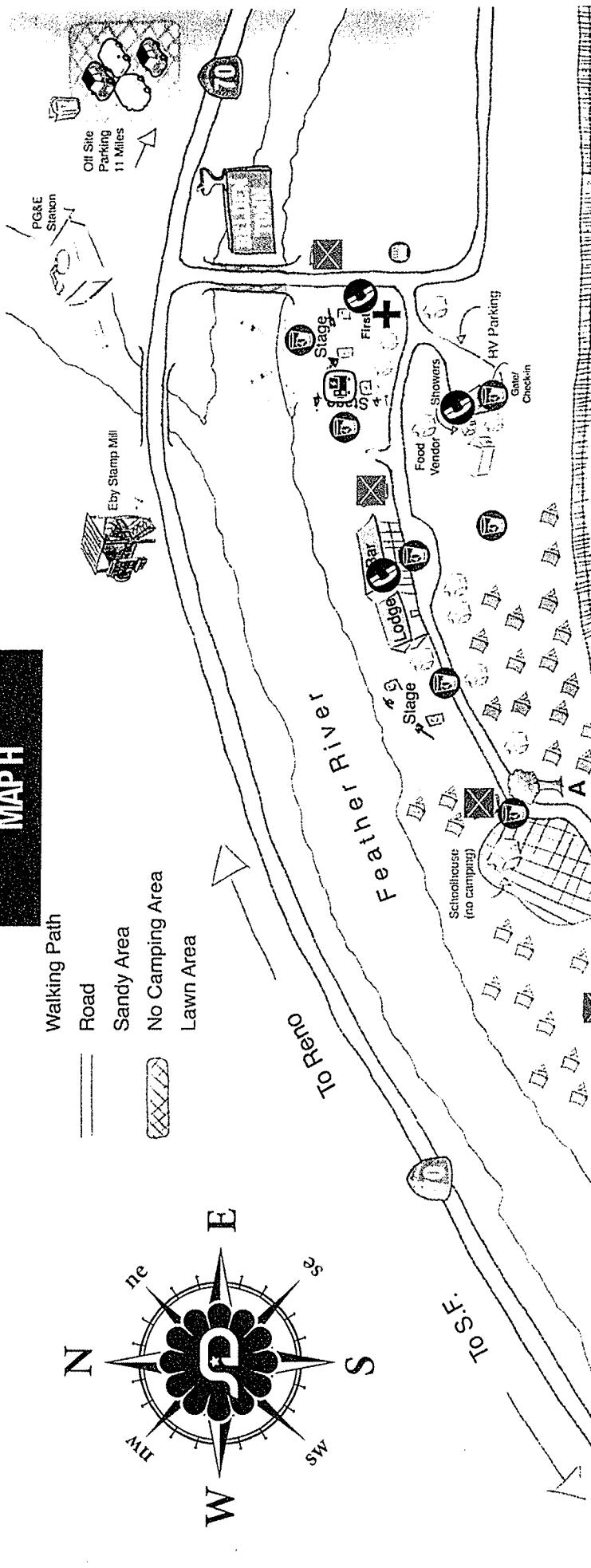
24 PAR 56-STYLE RGB LED
(24W @ 120V 60Hz)

16 - AMERICAN DJ VIZI BEAMS
LUMENS: 8000 LUX
MULTI-VOLTAGE OPERATION
115/60HZ OR 230V/50HZ (SWITCHABLE
220-240V - 50-60Hz
MAX POWER CONSUMPTION 3700W

- 20K LUMIN PROJECTOR FOR MAPPING
THE MAIN STAGE, POWER REQUIREMENTS
115/60HZ OR 230V/50HZ (SWITCHABLE
220-240V - 50-60Hz
MAX POWER CONSUMPTION 3700W



MAP H



JULY 28TH - AUGUST 1ST, 2016
BELDEN, CA

- A - The Tree Turnaround
- B - Drop-off #1
- C - Drop-off #2
- D - Drop-off #3

- TRASH / DUMPSTER
- GENERATOR
- PORTO POTTY
- EMERGENCY PHONE
- MEDICAL TENT & SERV.
- GARBAGE / RECYCLE

Pacific Crest Trail

SUPPLEMENTAL OUTDOOR FESTIVAL PERMIT APPLICATION

Describe below, or on an attached sheet, an explanation of the proposed event including plans describing the following information. Include the signature of the approving County authority as required. Programs and plans must be consistent with preliminary application.

a) Commercial Liability Insurance **Stilldream LLC**

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

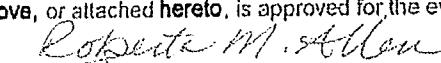
Plumas County Risk Manager: 520 Main Street, Room 205
 Quincy, CA 95971
 (530) 283-6041

We have Commercial General Liability Insurance with Essex Insurance Company, whereas Each Occurrence is covered with \$2,000,000 General Aggregate, \$1,000,000 for Bodily Injury, \$1,000,000 Personal, \$5,000 for Medical Exp. (any one person), & Adv Injury, \$1,000,000 Products - comp/op agg. We also list as additional insured, Belden Town & Resort, State of California, and its Officers as well as the US Forest Service.

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.


Plumas County Risk Manager


Roberta M. Stiller

John Decker
Signature / Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2016

PRODUCER		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com		INSURERS AFFORDING COVERAGE	
INSURED		INSURER A: Essex Insurance Company	NAIC # 39020
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERS

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A Y	GENERAL LIABILITY	3DS5450-M959788	07/26/2016	08/04/2016	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	Host Liquor Liability				GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				DEDUCTIBLE	\$ 1,000
	Retail Liquor Liability					\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
	GARAGE LIABILITY				AGGREGATE	\$
	ANY AUTO					\$
						\$
						\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.

Attendance: 1000, Event Type: Festival & Cultural Event - Outdoor.

CERTIFICATE HOLDER

State of California, Its officers and Agents PO Box 496073 Redding, CA 96049

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
State of California, Its officers and Agents PO Box 496073 Redding, CA 96049
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2016

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Stilldream LLC Paul Plescov 4517 Holiday Hill Ct Shingle Springs, CA 95682		INSURERS AFFORDING COVERAGE INSURER A: Essex Insurance Company	NAIC # 39020
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERS

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC Retail Liquor Liability	3DS5450-M959788	07/26/2016	08/04/2016	EACH OCCURRENCE INCLUDES BODY INJURY & PROPERTY DAMAGE	\$ 1,000,000
		MED EXP (Any one person)				\$ 5,000	
		PERSONAL & ADV INJURY				\$ 1,000,000	
		GENERAL AGGREGATE				\$ 2,000,000	
		PRODUCTS - COMP/OP AGG				\$ 1,000,000	
		DEDUCTIBLE				\$ 1,000	
						\$	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below						WC STATUTORY LIMITS	OTHR
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
OTHER							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Certificate holder listed below is named as additional insured per attached CG 20 26 07 04. Attendance: 1000, Event Type: Festival & Cultural Event - Outdoor.							

CERTIFICATE HOLDER

US Forest Service Mt. Hough Ranger District 39696 Highway 70 Quincy, CA 95971		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE 	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
US Forest Service Mt. Hough Ranger District 39696 Highway 70 Quincy, CA 95971
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2016

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Stilldream LLC Paul Plescov 4517 Holiday Hill Ct Shingle Springs, CA 95682		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Essex Insurance Company	39020
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERS

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A Y	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC Retail Liquor Liability	3DS5450-M959788	07/26/2016	08/04/2016	EACH OCCURRENCE INCLUDES BODY INJURY & PROPERTY DAMAGE	\$ 1,000,000
	MED EXP (Any one person)				\$ 5,000	
	PERSONAL & ADV INJURY				\$ 1,000,000	
	GENERAL AGGREGATE				\$ 2,000,000	
	PRODUCTS - COMP/OP AGG				\$ 1,000,000	
	DEDUCTIBLE				\$ 1,000	
	\$					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
	BODILY INJURY (Per person)				\$	
	BODILY INJURY (Per accident)				\$	
	PROPERTY DAMAGE (Per accident)				\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
	OTHER THAN EA ACC				\$	
	AUTO ONLY: AGG				\$	
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
	AGGREGATE				\$	
					\$	
					\$	
					\$	
					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS	OTH- ER
	E.L. EACH ACCIDENT				\$	
	E.L. DISEASE - EA EMPLOYEE				\$	
	E.L. DISEASE - POLICY LIMIT				\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.

Attendance: 1000, Event Type: Festival & Cultural Event - Outdoor.

CERTIFICATE HOLDER

Belden Town Resort & Lodge
14785 Belden Town Road
Belden, CA 95915

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Belden Town Resort & Lodge 14785 Belden Town Road Belden, CA 95915

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



b) Police Protection and Security Stilldream LLC

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street
Quincy, CA 95971
(530) 283-6375

Stilldream LLC has contracted Bay Area Event Staffing for the Stilldream 16 Year Anniversary for 24-hour security coverage. Stilldream LLC has a great working repoir with Bay Area Event Staffing as they have worked our Festival for the last 12 Years and understand the needs of our event and its attendee's very well. Bay Area Event Staffing and all of its personnel all have current Guard Cards, licensing and insurance to operate in the state of California.

Our standard has been to have on at all times a minimum of one patrol consisting of 2 Guards and on call in case of emergencies a secondary team of 2 guards. During Peak Hours we run several patrols and always have a back up patrol ready if a critical situation were to arise.

We at Stilldream do not, nor have ever sold alcohol and have always left that to those who are qualified and retain the appropriate liscensing and knowledge to do so. In this case the only alcohol distributed at the Stilldream Festival is the responsibility of Belden Town Resort and Lodge and its staff of bartenders.

One of the benefits of being a long standing Festival is that many of our patrons have grown with the Festival and have long left their youthful ignorance about heavy drinking behind them. Some of our attendee's do bring their own alcohol but we at Stilldream encourage our attendee's to live a natural holistic lifestyle of eating right, treating their body and mind as a temple, to meditate and live an active life. Now that Stilldream is approaching our 16 year Anniversary most of our attendee's are in the over 25 range and we actively discourage anyone attending under the age of 18 without parent or guardian with them. This leaves us with a very small age gap that we need to monitor. To help us identify who is and isn't we issue our own 21+ wristbands seperate from Beldens ID process at the front gate so that we may easily visually discern who is and isn't over 21 at our event.

We at Stilldream do not condone the use, sale or posession of any illegal drugs or underage drinking. Stilldream, its staff and security maintain a very proactive and heightened awareness of any such activities, and if any situation arises will notify our medical staff and security and will have those offendors seen to and / or removed from our event.

(continued - see attached)

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

Plumas County Sheriff

4/21/14
Signature / Date

Denice Casas

b) Police Protection and Security (Continued)

Stilldream and its leads along with support from our Security team will perform sweeps through all areas of the event to verify evacuation. Staff, not including leads and some security will evacuate with attendee's. Once the venue and campgrounds is given the all clear event leads and security will evacuate.

We at Stilldream take our attendee's safety very seriously and will be briefing all volunteer staff ahead of time along with sending them assignment's and Fire Evacuation plans pre event and then once on site will be having Pre Event meeting with Security and all staff.

In preparation of Emergencies, The vehicles will be parked facing out towards the bridge and maintaining clear fire lanes when parked on property as per the direction of evacuation per County and Federal Regulation. This is to avoid complications with traffic making its way out as quickly and safely as possible and allow for ease of access in case of emergency. Belden is in charge of evacuation and Stilldream and its staff will assist them in however they deem necessary to complete evacuation.

c) Emergency Preparedness Plans **Stilldream LLC**

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services:

270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6332

Emergency Preparedness Plans:

We at Stilldream take the safety of our attendee's and fire preparedness very seriously, Belden, Our staff and Bay Area Event Staffing are trained and easily identifiable, and equipped with the right equipment to handle an emergency of this nature.

Evacuation Plan:

Evacuation Plan is indicated on attached map (Evacuation Plan Map).

Staff is notified of an evacuation from Calfire, the CHP, the Sheriff's Office or Plumas County, our security team, team leads will coordinate with the Belden Staff to review the Evacuation Plan and team assignments. The first step cessation of all activities, music, etc, we will sound an alarm and our designated teams will comb through the event grounds with the use of Megaphones directing our attendee's to report to the front of the lodge. There will be no Breakdown of camps or infrastructure at the time of evacuation. Only living beings will be evacuated. Stilldream Evacuation Team Members (selected Core members and security) will be working under the direction of Belden Staff along with its Residents, and Belden Security teams, (Beldens Evacuation team) on implementation and direction of traffic, evacuation and/or fire suppression.

Event Attendee's who have parked their vehicles on site will be directed to get in their vehicles and proceed to the Belden upper RV parking area where they then can fill any available seat belted seats with drivers of vehicles who have been parked at our "off-site" parking area. Taking only drivers to the offsite parking area will allow us to maximize the number of vehicles returning to Belden to assist in the evacuation. These vehicles will drive east to our offsite parking area and repeat the process if needed. We will also have use of our shuttle vans if necessary to help with the evacuation.

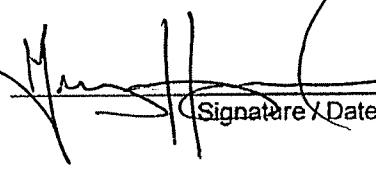
Attendee's who are not in being transported by vehicle immediately will be directed to the paved road out of town, across the bridge and then led across HWY70 with our staff directing traffic to gather at the rest stop North of Belden where they will await pick up.

(continued - see attached)

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Sheriff Gregory Higginson
Director, Plumas County OES

Signature

4/12/16
Signature Date

c) Emergency Preparedness Plans (continued)

Vehicles returning to Belden from the Offsite Parking Area will load passengers at the rest stop and proceed Southwest along the evacuation route as specified by Calfire/CHP/Sheriff/Plumas County. (Belden has indicated that emergency vehicles come from Quincy, evacuation is expected to be directed West on CA70).

In case of an immediate evacuation BC Cameron as well as 2 more of Stilldream Core staff have loud speaker systems to announce to the attendees we are at the point of evacuation to leave cars behind and just get out, if necessary. Our evacuation teams will be directing the people across the bridge and over to the rest area

We have been briefed and shown the Vehicle Evac. Plan and will be sending a briefing document to all our volunteers as well as going over this on site at our Pre Event Meeting On site meeting with all staff regarding fire safety and how to administer our evacuation plan. In addition to our staff's knowledge we run a fire prevention awareness campaign to all of our attendee's describing the dangerous circumstances surrounding the area and the time of year that our event takes place.

Belden is equipped with a state of the art fire system and has 2 dedicated fire hydrants, as well as one additional source with hose hook-up capability for use in fire-fighting, that is able to produce the output of 2 hydrants. These water sources are shown in the attached map. Additionally there are many spigot and hose hook-ups throughout Belden Town and Belden has the appropriate reducers for said hoses.

10 - 1.5 inch (100ft)

8 - 1 inch (100ft)

3 - 2 inch (50ft)

2 - 3.5 inch (100ft)

Fire Prevention:

Cooking: To combat Wildfire possibilities we are working with the Dept of Forestry and banning any type of Charcoal/open fire grills and camp fires and requiring all campers using a coleman type propane stove to have their own fire permit issued by the Dept. of Forestry and to make sure it is displayed at their camp pinned to their tent in a clear visible manner. We encourage our attendee's to leave their camping stoves and home bring extra money to purchase food inside the Belden Restaurant or at one of the food vendors on site to help supplement hot meals and cut down the risk of fire. Our security team and staff are aware of the risks of fire and will be actively patrolling campsites to insure that any camping stoves are being used within the guidelines set by the Dept of Forestry and to make sure they have their cooking stove permit. If they do not we will have these permits available along with the educational video and quiz provided to us by the dept of forestry.

Smoking: We are continuing our education of our attendee's on the risks of fire in the Feather River Canyon, and asking that if they are smokers to only smoke on paved areas or in areas without vegetation and to carry with them a tin type container (ie: altoid container) to dispose of their ashes and cigarette butts in. Even encouraging them to decorate and gift these containers to each other as a way to combat fire risk and increase education. Our staff and security are trained in the identification of unsafe smoking activities and are there to encourage safe practice along with our leave no trace community guidelines.

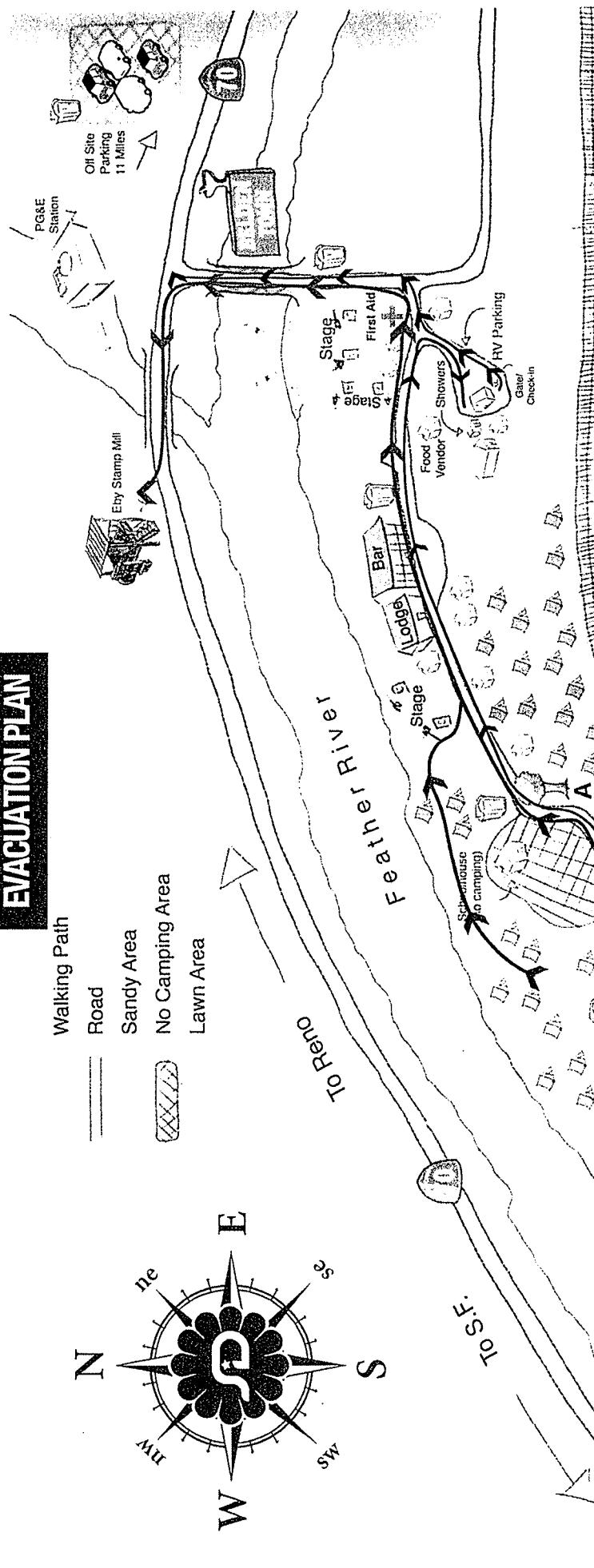
Fireworks / Generators / Portable Equipment: The use of fireworks, fire dancing, fire poi or any type of fire art are prohibited and portable equipment such as welding, cutting, or chainsaws is not permitted and Stilldream. These restrictions are clearly communicated with attendee's as part of the Stilldream Survival Guide that is posted on our site and issued to every ticket buyer. Stilldream will ensure compliance with Cal. PRC4442, by ensuring that generators are only operated on land that is not forested, brush covered or grass covered.

Fire Protection:

Parking: Parking at Stilldream is in our designated areas and is heavily regulated per our agreement for ease of access and fire evacuation. Our designated areas are either manicured to reduce fire risk so that no car body or engine contact with weeds or plant matter and do not contain live plant matter. Designated areas are watered down to minimize risk of sudden combustion / ignition.

Event Areas: In addition to the state of implemented ready to use going over where available water sources / hoses / shovels are located at. Each Stage will have 2-3 Fire Extinguishers, 1 will be held at the lighting booth. a minimum of one will be required for any kitchens operating on site. as well as all vendors will be required to have a Fire Extinguisher at their booths. The EMTs will have a fire extinguisher, one will be at the Check-In and 2-3 will be on site at our "off site" parking lot. We have been briefed and shown the Vehicle Evac. Plan and will be sending a briefing document to all our volunteers as well as going over this on site at our Pre Event Meeting.

EVACUATION PLAN



BELDEN TOWN RESORT & LODGE
14785 BELDEN TOWN RD. BELDEN, CA 95915

WILDFIRES: - ELEVATION: 2280 FT

- POLICE: (530) 283-6300

- FIRE DEPT: (530) 283-0870

KEY

VEHICLE EVACUATION / TRANSPORT OTHER DRIVERS
TO OFF SITE PARKING TO GET THEIR VEHICLES

WALK-UP ALIENEE'S 10 REST STOP AWAITING PICK UP
FROM DRIVERS RETURNING FROM OFF SITE PARKING

- A - The Tree Turnaround
- B - Drop-off #1
- C - Drop-off #2
- D - Drop-off #3

JULY 28TH - AUGUST 1ST, 2016
BELDEN, CA

16 YEAR ANNIVERSARY

A - The free utility

B - Drop-off #1

C - Drop-off #2

D = Drop-off #3

D - Drop-off #3

Pacific Crest Trail

Stilldream LLC

a) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health

270 County Hospital Rd. Ste. 127

Quincy, CA 95971

(530) 283-6355

FOOD:

Belden Town Restaurant is open daily from 7am to roughly 10pm each day. Snacks and beverages can also be purchased at the Belden store which is fully stocked during the event. Stilldream also grants several food vendors permission to cater to our attendee's to help relieve some of the high demand and stress put on the Belden Restaurant and also to help me the dietary restrictions of some of our attendee's by providing vegan and gluten free meal options. All vendors are required to comply with all state and county health department requirements, including submitting a temporary Food / Mobile food facility application at least 30 days prior to the event.

Stilldream may use the on-site cabins to prepare food for our staff, volunteers and artists but will not use cabins to prepare food for general public. Stilldream will not serve food to the general public as part of any activities.

At least 30 days prior to the event Stilldream will submit an Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors.

WATER:

Belden has two water sources and holds current permits for these sources. We will be relying primarily on the Belden System for our water supply. These sources include one easy-to-access water fountain spigot in a central location. Belden also sells bottled water in their store. We encourage and continue to educate our attendee's on the importance of staying hydrated and suggest that all of our attendee's maintain a half a gallon of water a day if they are being active. We use our newsletter, website and ticket holder information to keep them up to date with all pertinent information regarding the festival.

SEWAGE DISPOSAL:

We have contracted Ben's Toilets based in Gridley to service our event this year. We have increased the amount of portable toilets this year to 38 porta-potties and 3 Wash Stages. This equipment will be cleaned once daily on Friday Morning, Saturday Morning and Sunday Morning as recommended by Ben's Toilets and Plumas County in past years. (continued - see attached)

County Agency Approval:

The plans described above, or attached hereto, are approved for the event as described in this application.

Pat Sanders REHS III
Plumas County Environmental Health

Paul 2/17/16
Signature / Date

d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Belden also provides men's and women's bathrooms in the lodge and in the shower area in the upper RV parking area near our main gate. Plus there are bathrooms in all of the 9 Cabins and 17 Hotel Rooms.

Two porta potties will be stationed at our off-site parking area at Jacks.

SOLID WASTE-RECYCLING:

Stilldream is a leave no trace event. All attendee's are communicated with ahead of time to pack it in pack it out. We have a fairly high level of compliance but to help we employ a green team known as, "Wastebusters". They bring in an extra crew of individuals whose sole purpose at the event is to help with collecting trash, compostable's and recyclables at our substations. There is 8 substations and Wastebusters will take them back to their processing area. There they will separate recycling and landfill along with trash pick-up and Micro Trashing (the act of picking up things that are miniature and are not from the area originally).

Although we highly encourage all of our attendee's to pack it in and out, Stilldream also will ensure that the area's are left clean after the event. We are ordering a 35 -40 yard garbage dumpster along with a 15 yard recycling bin. Recycling should be completed within 48 hours of the end of our event. Any unsorted waste will be placed into the bins provided by Feather River Disposal.

e) Medical Facilities & Services **Stilldream LLC**

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.

Plumas County Public Health Agency

270 County Hospital Rd. Ste. 206

Quincy, CA 95971

(530) 283-6330

Keeping things safe at Stilldream is a top Priority. We can spare no expense when it comes to safety and always have top of the line EMTs on our staff including but not limited to at least one EMT-P being on site. For this year's Stilldream Festival we are contracted with Joseph Pred at MARS Medical . They are trained professionals and work many events all over California and Nevada including High Sierra Music Festival in Quincy. They are on radio, patrol the grounds from front to back of the event site and set up an easily identifiable Medical Tent and cabin near the front of the Belden Property by the Bridge. This allows ease of access in the need of Emergency Vehicle and ability to brief paramedics once they are on site. We at Stilldream maintain throughout the event a 15ft Easement for Emergency Vehicle accessibility if the need were to arise.

Medical staffing and plan includes:

- Stilldream will have medical support available on-site provided by: MARS (EMS <http://mars911.info>). For all medical issues other than critical injuries or rescue situations, we have sufficient resources to either treat injuries on site or arrange for transport to a local medical center.
- MARS will be designated First Aid Station near the Entrance to Belden Town on the South side of the Bridge so that all attendee's see where they are located as they enter the event site.
- We have 2 EMT's on at all times, and one EMT-P on site during the event. We at Stilldream believe that is it essential that there should be 2 EMT's on for a multitude of reasons but in the end it sums up to being able to provide the best possible care and safety for our attendee's.
- These medics will evaluate and treat injury or illness brought to the attention of the Stilldream Staff.
- An automated external defibrillator (AED) and certified personnel will be available 24/7.
- Basic resuscitation equipment and medications as well as other basic equipment and supplies, will all be provided by MARS and available for medics use. This will include but is not limited to: blood pressure cuff, basic splinting and bandaging supplies, and immobilization devices.

(continued - see attached)

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

Plumas County Health Officer

Signature / Date

e) Medical Facilities & Services

- On-site medics will assess and determine appropriate treatment and whether treatment should be on-site or at a local medical center. If treatment at a medical center is required or advised, the medics will make recommendations regarding the appropriate mode of transportation.
- Stilldream will keep a vehicle ready to transport the medics to the patient if necessary.
- Stilldream will also keep a vehicle ready to transport an injured or ill participant or staff member to a local medical facility in the case that participant does not have a vehicle available and is not in need of ambulance call.
- Our medical services provider, MARS will complete ICS Forms 201, 202, 205, and 206 and these documents will be available to county agencies, venue staff, event personnel and medical personnel. They will be completed at least two weeks prior to the event.
- All Stilldream, Belden, Bay Area Event Staffing and MARS staff on duty are on the same radio network 24 hours a day throughout the duration of the event, remaining in constant communication. Stilldream and MARS will have at least 2 fully functional Verizon Cellular devices available in the event that an emergency warrants a call for off-site services. The bar in Belden also has a landline that is at our disposal in the case that we are having trouble with our cellular network due to reasons beyond our control.

Additional Measures:

- Stilldream will have extra individuals that are CPR, AED and wilderness first aid certified.
- Stilldream's Medical Team MARS will have available in addition to the AED, basic resuscitation equipment and medications to include an adult BVM (bag-valve-mask) device, oxygen and nasal cannula, epinephrine for IM use (EpiPen), naloxone for IM/IN use (available OTC), and basic BLS airway, splinting, and immobilization devices.
- We at Stilldream have been producing our events for over 16 years of experience. We work together as a family and with over 12 years of experience working with Bay Area Event Staff and this being our 5th year with MARS we have created a cohesive bond and fluid motion between communication and action. Stilldream is not just an event or job but something we all create and maintain together year after year. Our staff is easily identifiable and carry radios in case of an emergency.
- Our standard has been to have on at all times a minimum of one patrol consisting of 2 Guards and on call in case of emergencies a secondary team of 2 guards.
- We keep open lines of communication with our attendee's through our Email list, use of Social media and our website.

- Our email communications to ticket-holders will include language regarding river safety, including a warning that we do not provide lifeguards, and we will post, "Swim at your Own Risk" signage on the Belden beach.
- While we do not employ certified life guards we do encourage our volunteer staff in our Beach monitoring positions to be filled by personnel that do have lifeguard backgrounds, and give extra weight in their shifts to those that are certified lifeguards.
- We will clearly communicate to all of our attendee's that the use of fireworks, fire dancing, fire poi, any type of fire art or activitie are prohibited as well as portable equipment such as welding, cutting, or chainsaws is not permitted and Stilldream. In addition to this we will be posting signage in the campgrounds addressing the Fire Risk.
- While Stilldream, Bay Area Event Staffing and MARS will be keeping our focus on health and safety of our attendee's, we do expect that Belden's staff will have sole responsibility for the safety of bystanders, specifically for any non-ticketholder, Belden Resort (bar, restaurant and store), including local passerby and any hikers from the nearby Pacific Crest Trail.

f) Parking plan

Stilldream LLC

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

555 Main Street
Quincy, CA 95971
(530) 283-7011

We at Stilldream have a devoted section of our volunteer staff to just parking. 2 teams will coordinate one on-site and one off-site. This will be done in accordance with County, Belden and U.S. Forest Service rules and regulations. Stilldream sells 40 parking passes and the rest of the vehicles will be parked off-site at "Jacks Place" 11 miles east of Belden on CA 70. Attendee's will then be shuttled from that remote location back to Belden. We are applying for the Highway Easement permits through Caltrans which will allow us to post signage along the Highway, directing attendee's to this off site lot dedicated to attendee parking. We will also have a dumpster and 2 porta-potties at the off-site parking area to insure proper sanitation.

County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.

Brandi Weller
Plumas County Planning Department

2-5-16

Signature / Date

g) Traffic Control Plan Stilldream LLC

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works

1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Before Event Begins:

- Belden will pick up the "special event" signs so people know to slow down while people are turning onto the bridge from CA HWY 70.
- We use spray chalk to prep the area:
- Draw arrow off the bridge and up to the RV lot to direct traffic flow.
- Post "no parking" and "fire lane" markings on the high road near the main camping area
- Create a border to mark the width of the fire lane we need along the entire road.

Event Starts:

- Thursday Early Entry Event begins. We've found that due to the impacted nature of the Belden Resort Grounds that its best to have a small early entry event on Thursday. This allows for a percentage of our participants and attendee's to arrive early the night before the main Festival starts and after last year's overwhelming success in reducing the amount of traffic and intensity packed into one day (previous years estimated arrival was of 90% of our attendee's on Friday). We estimate that we had between 30%-40% of our attendee's arrive on Thursday which almost splits it the rush evenly amongst 2 days insuring a much smoother transition and workflow.

Arrival:

- As the attendee's arrive they are guided to the upper RV parking lot where we have our main gate check-in. They will be directed to drive up and in a loop and to drive around the perimeter, stopping to check in when they are faced with their vehicles nose pointing back toward the bridge, ready to leave the lot.
- Once they have received their credentials they are either issued an "on-site parking pass" or an "off-site parking pass".
- Vehicle Passes are issued with and contain a reference number and their license plate number (so that the pass may not be switched from one vehicle to another). This reference number corresponds to a sheet that contains the owner of the vehicles name, phone number and we keep that information available at HQ in case the need arises to contact the owner of the vehicle we can try to reach them by cell phone and in the case of not being able to reach them we may use a bull horn and find them on the event site much easier by asking for them by name.

County Agency Approval:

The traffic control plan as described above, or attached hereto, is approved for the event as described in this application.

See attached approval letter dated 2-6-16
Plumas County Department of Public Works Signature / Date

Traffic Control Plan

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Access/On Site Traffic Control

- Belden will pick up the 'special event' signs so people know to slow down while people are turning onto the bridge from Highway 70.
- we use spray chalk to prep the area:
 - Draw arrows off the bridge and up to the RV lot to direct arrival traffic flow
 - Post "no parking" and "fire lane" markings on the high road near the main camping area
- Early entry will begin on Thursday to help reduce the number of vehicles in the area trying to check in just before the festival begins.
- Attendees cross the bridge and drive into the RV lot in a loop around the perimeter, stopping to check in when they are faced with their noses pointing out back toward the bridge, ready to drive back out of the lot.
- People issued off-site parking permits will not be allowed to drive through Belden to drop off gear.
- A shuttle bus will be available to transports people from the off-site parking lot back to Belden.

County Agency Approval:

The traffic control plan as described above is approved for the Stilldream Festival scheduled for July 28th thru August 1st 2016.



2-6-16

Plumas County Department of Public Works Signature/Date

i) **Transient Occupancy Taxes Stilldream LLC**

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector

520 Main Street, Room 203
Quincy, CA 95971
(530) 283-6260

Belden charges us \$2900 a day and we upsale those rooms at a 10% to friends, staff and attendee's grossing \$3190. A certain percentage of every ticket fee goes towards camping fees and paying usage fee's to the Department of Forestry for the campground they provide. Stilldream understands that it must hold T.O.T. tax on rooms rented and will remit the funds to the county.

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

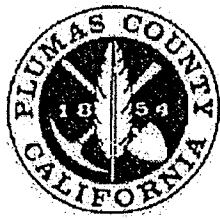
Plumas County Tax Collector

Signature / Date

Marty Shaha 4/12/16

COUNTY TREASURER & TAX COLLECTOR

P.O. BOX 176, QUINCY, CALIFORNIA 95971 (530)283-6260

**REGISTRATION FORM**UNIFORM TRANSIENT OCCUPANCY TAX
ORDINANCE NO. 544
COUNTY OF PLUMAS, STATE OF CALIFORNIA

For Office Use Only:

Issue Date: _____

Eff. Date: _____

Location: _____

Type: _____

DATE

CERT. # 2210

(To be assigned by Tax Collector)

TO: PLUMAS COUNTY TAX COLLECTOR
P.O. BOX 176
QUINCY, CA. 959711. OWNER OF BUSINESS Stilldream, LLCOWNER'S MAILING ADDRESS 4517 Holiday Hill Ct Shingle Springs, CA 95682OWNER'S TELEPHONE NUMBER (916) 470-49992. NAME OF BUSINESS ESTABLISHMENT Stilldream, LLCMAILING ADDRESS OF BUSINESS ESTABLISHMENT 4517 Holiday Hill Ct Shingle SpringTELEPHONE NUMBER OF BUSINESS ESTABLISHMENT (916) 470-49993. NAME OF OPERATOR Stilldream LLC(If different from owner-Caution: Please read Ordinance No. 544, Plumas County Code for
clarification of Operator's or Operator's responsibilities).OPERATOR'S TITLE Paul Plescov PresidentRESIDENCE ADDRESS OF OPERATOR 4517 Holiday Hill Ct Shingle Springs, CA 95682RESIDENCE TELEPHONE OF OPERATOR (530) 677-35734. NAME OF RENTAL MANAGER Belden Town Resort

(If different from operator)

5. WHO WILL BE RESPONSIBLE FOR FILING TRANSIENT OCCUPANCY TAX RETURN?

Paul Plescov, President for Stilldream LLCSEE REVERSE SIDE-ALL INFORMATION REQUESTED ON BOTH SIDES OF
THIS FORM MUST BE PROVIDED.

6. PARCEL NUMBER, STREET ADDRESS OR LOCATION OF BUSINESS

002-340-002

7. FIRST DATE YOU RENTED THIS UNIT ON A 30 DAY OR LESS BASIS

July 28th, 2016

8. TYPE OF ORGANIZATION: INDIVIDUAL PARTNERSHIP CORP.

9. NAMES OF PARTNERS OR CORPORATION OFFICERS:

(name) (title) (address)

(name) (title) (address)

10. NUMBER OF OCCUPANCY UNITS:

_____ @ \$ 125.00 _____ @ 99¢ _____ @ 99¢

④ \$ 100.00 _____ ④ \$ _____ ④ \$ _____

@ \$ 10.00 _____ @ \$ _____ @ \$ _____ @ \$ _____

11. IF YOU OWNED OR OPERATED THIS RENTAL FOR TWO OR MORE YEARS, PLEASE COMPLETE THE FOLLOWING TO THE BEST OF YOUR ABILITY.

PERCENTAGE OF OCCUPANCY (FROM EXPERIENCE) 95%

PERCENTAGE OF OCCUPANCY 30 DAYS OR LESS 95%

PERCENTAGE OF OCCUPANCY 31 DAYS OR MORE: NA

TOTAL PERCENTAGE OF OCCUPANCY

DATED: 1/29/16

SIGNATURE: John M. M.

TITLE: President

COUNTY OF PLUMAS
TRANSIENT OCCUPANCY REGISTRATION CERTIFICATE
(Issued pursuant to Section 75005 of Ordinance No. 544)

POST THIS CERTIFICATE
IN A CONSPICUOUS PLACE

The business listed below is hereby authorized pursuant to Ordinance No. 544, of Plumas County, to collect the Transient Occupancy Tax imposed thereby for transmittal to the County Tax Collector.

CERTIFICATE NO.
2216

PAUL PLESCOV PRESIDENT
4517 HOLIDAY HILL CT
SHINGLE SPRINGS, CA 95682

PLUMAS COUNTY TAX COLLECTOR

By Mariechen

Date Issued 05/13/2015

This Certificate becomes void upon change of ownership or location. Notify Tax Collector of any change immediately.

Signature (s) of Applicant (s)

I 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 hereon.

Digitally signed by Paul Plescov
DN: cn=Paul Plescov, o=Stilldream LLC, ou=President, email=info@stilldream.org, c=US
Date: 2016.01.29 15:56:19 -08'00'

Signature

01/29/2016

Date

Signature

Date

D)  **PUBLIC WORKS** – Robert Perreault

Authorize the Department of Public Works to recruit and fill vacant 1.0 FTE Public Works Maintenance Worker I/II position, LaPorte District; discussion and possible action

Motion: Authorize the Department of Public Works to recruit and fill vacant 1.0 FTE Public Works Maintenance Worker I/II position, LaPorte District, **Action:** Approve, **Moved by** Supervisor Swofford, **Seconded by** Supervisor Engel.

Motion passed unanimously.

E)  **ENGINEERING** – Robert Perreault

Approve Final Map and other supporting documents for the Graeagle Subdivision, Unit 9 (APN 130-150-013); authorize the Chair to sign the Subdivision Agreement; and accept the “Irrevocable Letter of Credit” issued by Plumas Bank of \$525,000 as security for the recordation of the Final Map; approved as to form by County Counsel; discussion and possible action

Craig Settemire, County Counsel recuses himself due to a conflict of interest and takes a seat in the audience.

Motion: Approve Final Map and other supporting documents for the Graeagle Subdivision, Unit 9 (APN 130-150-013); authorize the Chair to sign the Subdivision Agreement; and accept the “Irrevocable Letter of Credit” issued by Plumas Bank of \$525,000 as security for the recordation of the Final Map, **Action:** Approve, **Moved by** Supervisor Swofford, **Seconded by** Supervisor Simpson.

Vote: Motion passed (**summary:** Yes = 3, No = 0, Abstain = 1).

Yes: Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

Abstain: Supervisor Engel.

F)  **SHERIFF** – Greg Hagwood

Authorize the Sheriff to purchase equipment for 911 related dispatch upgrades through the TD-288 reimbursement process of the California Governor’s Office of Emergency Services; and approve related supplemental budget of \$41,933; and authorize the Sheriff to purchase additional dispatch furniture from sole source vendor (WriteLine); discussion and possible action

Motion: Authorize the Sheriff to purchase equipment for 911 related dispatch upgrades through the TD-288 reimbursement process of the California Governor’s Office of Emergency Services; and approve related supplemental budget of \$41,933; and authorize the Sheriff to purchase additional dispatch furniture from sole source vendor (WriteLine), **Action:** Approve, **Moved by** Supervisor Swofford, **Seconded by** Supervisor Simpson.

Motion passed unanimously.

3. **BOARD OF SUPERVISORS**

A.  Appropriate \$60,232.38 (Last Chance II Project - \$39,377.93; Quincy Wetlands Project - \$20,854.45) from the General Fund Contingency for Proposition 50 Grant 10% retention due to Plumas Corporation (Upper Feather River Watershed and Water Quality Improvement Project). **Four/fifths required roll call vote**

Motion: Appropriate \$60,232.38 (Last Chance II Project - \$39,377.93; Quincy Wetlands Project - \$20,854.45) from the General Fund Contingency for Proposition 50 Grant 10% retention due to Plumas Corporation (Upper Feather River Watershed and Water Quality Improvement Project), **Action:** Approve, **Moved by** Supervisor Simpson, **Seconded by** Supervisor Engel. **Motion is withdrawn by Supervisor Simpson and Supervisor Engel.**

Motion: Appropriate \$39,377.93 for the Last Chance II Project from the General Fund Contingency for Proposition 50 Grant 10% retention due to Plumas Corporation (Upper Feather River Watershed and Water Quality Improvement Project)., **Action:** Approve, **Moved by** Supervisor Simpson, **Seconded by** Supervisor Engel.

Vote: Motion failed (summary: Yes = 3, No = 1, Abstain = 0).

Yes: Supervisor Engel, Supervisor Simpson, Supervisor Swofford.

No: Supervisor Thrall.

Motion failed due to lack of a required four/fifths vote.

B.  Authorize the Chair to sign a letter to Assemblymember Mike Gatto in opposition to AB 2395 (Low) regarding traditional home phone service; discussion and possible action

Motion: Authorize the Chair to sign a letter to Assemblymember Mike Gatto in opposition to AB 2395 (Low) regarding traditional home phone service, **Action:** Approve, **Moved by** Supervisor Swofford, **Seconded by** Supervisor Simpson.

Motion passed unanimously.

C. Approve and authorize the Chair to sign Employment Agreement between County of Plumas and Nancy Selvage as Human Resources Director effective May 03, 2016; discussion and possible action

Motion: Approve and authorize the Chair to sign Employment Agreement between County of Plumas and Nancy Selvage as Human Resources Director effective May 03, 2016, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Simpson.

Motion passed unanimously.

D.  **CORRESPONDENCE**

Letter from the Board of State and Community Corrections regarding training requirements of Sheriff's Department

E.  **INFORMATIONAL ANNOUNCEMENTS**

Report by Supervisor Simpson regarding issues related to County government and include Passages-Area Agency on Aging; Transportation Commission; meeting with Cal-Mesa regarding wellness centers.

Report by Supervisor Swofford regarding issues related to County government and include Senior Transportation; Seniors Nutrition Lunch, Portola; Community Supper, Portola.

Report by Supervisor Engel regarding issues related to County government and include meeting with Public Works regarding C-Road; Off-Highway-Vehicle meeting; meeting with Jim Green, Building Official.

Report by Supervisor Thrall regarding issues related to County government and include Cal-Neva RCD; Seneca Hospital Board meeting; meeting with Trails Committee; Transportation Commission; Nortec Board meeting; meeting with Sheriff Hagwood.

F.  **Appointments**

FIRST 5 PLUMAS

Appoint Christine Crawford to the First 5 Plumas County Children and Families Commission

Motion: Appoint Christine Crawford to the First 5 Plumas County Children and Families Commission,

Action: Approve, **Moved by** Supervisor Simpson, **Seconded by** Supervisor Swofford

Motion passed unanimously.