

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

**MEETING AGENDA**  
July 20, 2021

**Chairman**  
**Supervisor Jeremy Brown - District 4**

**Vice-Chairman**  
**Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1**  
**Supervisor Jill Cox - District 2**  
**Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board**  
**Margaret E. Long - County Counsel**  
**Emma Purvis - Deputy Clerk of the Board**

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

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

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

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

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

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

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## **ZOOM INFORMATION**

Join Zoom Meeting

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

Meeting ID: 595 007 2851

Passcode: 267684

Dial In:

1 (669) 900-6833

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

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

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

**9:00 AM**

## **CALL MEETING TO ORDER IN OPEN SESSION**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC COMMENT**

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

## **Presentations**

### **Probation**

- 1.1 Adopt a proclamation recognizing July 18-24, 2021 as Probation Services Week.  
**No fiscal impact.**

## **Consent Calendar**

*These items include routine, non-controversial matters and will be acted upon by the Board by one, roll-call motion. If*



*a member of the public has any questions or comments on an item on the consent calendar, they may provide them now. A member of the Board or Staff may request an item be pulled and considered separately.*

### **Behavioral Health Services**

- 2.1** Adopt a resolution which authorizes the Director of Behavioral Health Services, or his/her designee, to sign the State Department of Health Care Services performance contract and all subsequent amendments or updates.

**No impact to the General Fund; revenue in the amount of approximately 2.6 million for Mental Health Services.**

- 2.2** Approve amendment number one to the agreement with Southern Trinity Joint Unified School District increasing the maximum cost by \$10,000 for FY 21/22, to provide mental health services act prevention and early intervention services.

**No impact to the General Fund; increase in \$10,000 from Mental Health Services Act Prevention and Early Intervention Dollars.**

### **Board of Supervisors**

- 2.3** Authorize the Chairman to sign a letter authorizing the Trinity County Resource Conservation District to apply for the 2021 California Fire Safe Council County Coordinators Grant Project on behalf of Trinity County

**No fiscal impact.**

### **Clerk of the Board**

- 2.4** Adopt a resolution which confirms the continuance of a Local Health Emergency in the County of Trinity due to debris and air quality concerns created by the wildfires.

**No fiscal impact.**

- 2.5** Adopt a resolution which confirms the continuance of a Local Health Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

**No fiscal impact.**

- 2.6** Adopt a resolution supporting the Trinity County Fair Parade.

**No fiscal impact.**

- 2.7** Appoint Ed Johnson to the Ruth Lake Community Service District for the Board of Directors, to serve the remainder of a four-year term commencing on Jul 20, 2021 and expiring on December 31, 2021.

**No fiscal impact.**

- 2.8** Approve the Board of Equalization meeting minutes of April 23, 2021; regular meeting minutes of June 2, 2021, June 15, 2021, and July 7 2021; and the special meeting minutes of June 4, 2021, June 24, 2021, July 1, 2021, and July 12, 2021 as submitted by the Deputy Clerk.

**No fiscal impact.**

### **Probation**

- 2.9** Approve an agreement with Tehama County for the housing of delinquent minors in the Tehama County Juvenile Hall.

Maximum of \$150,000 over the 2 year terms from the JDF budget.

### **Transportation**

- 2.10** Accept a grant offering in the amount of \$9,000 for Trinity Center Airport and ratify the Director of Transportation's signature, executing the documentation necessary to receive the grant. Subject to routing for form and content.

Revenue in the amount of \$9,000 to Airport Operations - Dept 1852.

### **Trinity County Transportation Commission**

- 2.11** Adopt a resolution that finds that there are no unmet transit needs in Trinity County that are reasonable to meet.

No fiscal impact.

## **10:00 AM Public Hearings**

### **Planning and Zoning**

- 3.1** Introduce, waive the reading of and extend Urgency Ordinance 315-850 enacted on June 15, 2021, imposing a temporary moratorium on the issuance of new Commercial Cannabis Cultivation Licenses in, and the transfer of existing into, the Lewiston community area for 10 months and 15 days.

Fiscal impact unknown.

## **Reports/Announcements**

- 4.1** I. Report from Department Heads  
II. Report from County Administrative Officer  
III. Report from Members of the Board of Supervisors

## **County Matters**

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

### **Auditor/Controller**

- 5.1** Approve a budget adjustment for Contributions to Other Funds - Dept. 1990 increasing Transfers Out by \$53,888 approve a budget adjustment for Public Guardian - Dept 5105 increasing Transfers In by \$53,888; and approve a budget adjustment for General Fund Contingency decreasing appropriations by \$53,888.

Increase in General Fund Appropriation in the amount of \$53,888, current Contingency balance is \$279,572.

### **County Administrative Office**

- 5.2** Adopt a resolution establishing salaries and benefits for Department Heads.

Approximately \$133,501 for FY 21/22.

### **Human Resources**

- 5.3 Modify the departmental allocation list for the Clerk/Recorder/Assessor's Office to read: Two (2) Account Clerk I/II, or Accounting Technician I/II /Senior, or Accountant I/II or Program Manager, effective July 20, 2021.

**Approximate cost in salary and benefits per month for a Program Manager at A step is \$9,341.**

- 5.4 Pursuant to Trinity County Code Section 2.60.410(A) authorize hiring Candidate No. 111394 as a Staff Services Manager at Range M241 Step E in Health & Human Services - Fiscal, effective July 20, 2021.

**Approximate cost in salary and benefits per month for a Staff Services Manager at A step is \$9,675 and at E step is \$11,522.**

### **Planning and Zoning**

- 5.5 Hold an appeal hearing to consider upholding, modifying or overturning the Planning Commission's decision to grant an appeal of the Planning Director's decision to deny an extension under Urgency Ordinance 1355 for Commercial Cannabis License #397 to Jessica Smith/Pirate Farms, LLC on Assessor's Parcel Number 020-410-11-00. (Project Applicant: Jessica Smith/Pirate Farms; Appellant: Planning Director Kim Hunter)

**Unknown fiscal impact.**

- 5.6 Hold an appeal hearing to consider upholding, modifying or overturning the Planning Commission's decision to make a determination for a Mitigated Negative Declaration in accordance with the California Environmental Quality Act, and approve a Conditional Use Permit for Trinity Equipment & Materials, LLC on Assessor's Parcel Number 024-220-56-00. (Project Applicant: Thomas Ballanco; Appellant: Citizens for Proper Community Planning)

**Unknown fiscal impact.**

### **Treasurer/Tax Collector**

- 5.7 Adopt a resolution ordering the Discharge of Accountability for delinquent taxes on Unsecured property.

**Discharge of Accountability in the amount of \$187,601.28 of noncollectable delinquent Unsecured Taxes.**

### **Closed Session**

- 6.1 Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation

No. of Cases: 1

Trinity Action Association, Inc. v County of Trinity, et al (Trinity County Superior Court Case No. 19CV001)

- 6.2 Government Code Section 54954.5(e) - Public Employee Evaluation: County Administrative Officer

### **Adjourn**



## TRINITY COUNTY

### Item Report

Meeting Date: 7/20/2021

Department:  
Clerk of the Board

Contact:

Phone:

Zoom Information

#### **Requested Action:**

Join Zoom Meeting

<https://zoom.us/j/5950072851?pwd=RHp6TDhNajNJMVJHZFJlRmhacmJjUT09>

Meeting ID: 595 007 2851

Passcode: 267684

Dial In:

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## TRINITY COUNTY

### Item Report 1.1

Meeting Date: 7/20/2021

Department:  
Probation/Collections

Contact:  
Ruby Fierro

Phone:  
(530) 623-1204

1.1 Proclamation: Probation Services Week

#### **Requested Action:**

Adopt a proclamation recognizing July 18-24, 2021 as Probation Services Week.

#### **Fiscal Impact:**

No fiscal impact.

#### **ATTACHMENTS:**

Description  
Proclamation

**A PROCLAMATION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY  
RECOGNIZING JULY 18-24, 2021 AS PROBATION SERVICES WEEK**

**WHEREAS**, probation is an alternative to incarceration and California Probation's mission is to deliver a seamless approach to providing effective supervision and rehabilitation services to justice-involved individuals; and

**WHEREAS**, probation professionals play a unique and essential role in our justice system and our communities and are focused on helping justice-involved individuals transition out of the system permanently through transformative and evidence-based rehabilitation. Probation officers are trained experts prepared to manage trauma and other needs of system-involved individuals and safely connect them to the supports they need; and

**WHEREAS**, Probation connects service and need to enhance community safety and the restoration of justice-involved individuals. Probation Departments are a connector in the justice system: interlacing and maximizing the resources available within the courts, local governments, law enforcement, social services, behavioral health, schools, crime survivor organizations, non-profits and the community to reduce recidivism by carefully balancing direct human services and research-based deterrents and interventions; and

**WHEREAS**, probation Departments in California are focused on supporting and advocating for policies that will further the focus to help justice-involved individuals transition back to our communities safely and apply an equity lens to ensure these policies will effectively address the diverse needs of those Probation Department's serve; and

**WHEREAS**, probation's efforts to balance the need for accountability with the need for rehabilitative treatment and service opportunities provides justice-involved individuals the supports and opportunities needed to move onto a healthier and safer life pathway; and

**WHEREAS**, by delivering sustainable community safety, Probation Departments have a profound impact on the safety and the health of our communities by working to reduce recidivism through evidence-based programming and supervision. Probation's success ensures that our community is a safer environment for everyone to live and prosper; and

**WHEREAS**, this week, the community is encouraged to recognize Probation's immense contributions to our communities and state.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Trinity designate July 18-24, 2021 as "Probation Services Week";

**DULY PASSED AND ADOPTED** this 3<sup>rd</sup> day of July, 2021 by the Board of Supervisors of the County of Trinity.

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JEREMY BROWN, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

## TRINITY COUNTY

### Item Report 2.1

Meeting Date: 7/20/2021

Department:  
Behavioral Health Services

Contact:  
Crystal Bennett

Phone:  
530-623-1825

2.1 Resolution: Agreement with Dept. of Health Care Services (21-099)

#### **Requested Action:**

Adopt a resolution which authorizes the Director of Behavioral Health Services, or his/her designee, to sign the State Department of Health Care Services performance contract and all subsequent amendments or updates.

#### **Fiscal Impact:**

No impact to the General Fund; revenue in the amount of approximately 2.6 million for Mental Health Services.

#### **Summary:**

The contract has been thoroughly vetted by the County Behavioral Health Directors Association (CBHDA) and a team of County Counsel representatives in determining the applicability of such provisions and requirements. The language to describe the Performance Contract has been agreed upon. Future payments to TCBHS are contingent upon an executed Contract.

#### **Discussion:**

The Performance Contract, as required by Welfare and Institutions Code (W&IC) sections 5650)a, 5847 and Title 9, California Code of Regulations (CCR), section 3310, sets forth requirements and administers the Mental Health Services Act (MHSA), Projects for Assistance in Transition from Homelessness (PATH), and Community Mental Health Services Grant (MHBG) programs and oversees the County provision of community Mental Health services provided from realignment funds. Trinity County Behavioral Health Services (TCBHS) must meet these requirements in order to receive this funding.

#### **Alternatives Including Financial Implications:**

Deny the request and provide direction to staff.

#### **Departmental Recommendation:**

Approve the request as submitted.

#### **ATTACHMENTS:**

Description



Standard Agreement

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Contractor Certification Clause

Resolution Authorizing Signature - DHCS Performance Contract

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-10123

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Trinity

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$0.00 (Zero Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Program Specification (including Special Terms and Conditions)	24
Exhibit A, Attachment I	Request for Waiver	1
Exhibit B	Funds Provision	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+ - Exhibit D	Information Confidentiality and Security Requirements	7
+ - Exhibit E	Privacy and Information Security Provisions (including Attachment A)	31

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Trinity

CONTRACTOR BUSINESS ADDRESS

P.O. Box 1640

CITY

Weaverville

STATE

CA

ZIP

96093

PRINTED NAME OF PERSON SIGNING

Connie Cessna-Smith

TITLE

Agency Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID: 4260-2110123

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-10123

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code §14703

**Exhibit A**  
Program Specifications

**1. Service Overview**

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

**2. Service Location**

The services shall be performed at appropriate sites as described in this contract.

**3. Service Hours**

The services shall be provided during times required by this contract.

**Exhibit A**  
Program Specifications

**4. Project Representatives**

A. The project representatives during the term of this Agreement will be:

<b>Department of Health Care Service</b>	<b>County of Trinity</b>
Contract Manager: Ivan Bhardwaj Telephone: (916) 345-7483 Fax: (916) 440-7621 Email: <a href="mailto:Ivan.Bhardwaj@dhcs.ca.gov">Ivan.Bhardwaj@dhcs.ca.gov</a>	Connie Smith, Mental Health Director Telephone: (530) 623-8293 Fax: (530) 623-1447 Email: <a href="mailto:csmith@trinitycounty-ca.gov">csmith@trinitycounty-ca.gov</a>

**Exhibit A**  
Program Specifications

B. Direct all inquiries to:

<b>Department of Health Care Services</b>	<b>County of Trinity</b>
Behavioral Health – Community Services Division/Federal Grants Section	Attention: Crystal Bennett P. O. Box 1640 Weaverville, CA, 96093
Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413	Phone: (530) 623-1825 Fax: (530) 623-1447 Email: cbennett@trinitycounty-ca.gov
Phone: (916) 345-8700 Email: DeAnn.Harrison@dhcs.ca.gov	

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**5. General Requirements for Agreement**

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,
- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all

**Exhibit A****Program Specifications**

stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,

- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.
- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

**6. Services Authority****A. The Mental Health Services Act Program****1) Program Description**

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS

**Exhibit A**  
Program Specifications

Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by January 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director"), using the DHCS-issued certification form (DHCS Form 1820). Data submitted shall be full and complete. If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (a).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the



**Exhibit A****Program Specifications**

Mental Health Services Fund for the provision of specified programs and other related activities.

- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
- d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
- e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

5) Three-Year Program and Expenditure Plan and Annual Updates:

- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar

**Exhibit A****Program Specifications**

days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:

- i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
- ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
- iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)
- iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).)  
Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
- v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)
- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established

**Exhibit A****Program Specifications**

pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)

- vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
- viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
- ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)
- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old, including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)
- c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the

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proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)

- d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
- e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)

6) Planning Requirements and Stakeholder Involvement:

- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)
- b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each

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adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)

- c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)
- d. The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
  - i. Community Collaboration, as defined in California Code of Regulations, Title 9, section 3200.060
  - ii. Cultural Competence, as defined in section 3200.100;
  - iii. Client Driven, as defined in section 3200.050;
  - iv. Family Driven, as defined in section 3200.120;
  - v. Wellness, Recovery and Resilience focused; and
  - vi. Integrated Service Experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and

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the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

**7) County Requirements for Handling MHSA Funds**

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
- b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at [http://www.sco.ca.gov/pubs\\_guides.html](http://www.sco.ca.gov/pubs_guides.html), (Gov. Code, § 30200), except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

**8) Department Compliance Investigations:**

- a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)

**9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:**

- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific

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timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)

- b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
- c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:
  - i. Withhold part or all State mental health funds from County.
  - ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
  - iii. Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

**B. Bronzan-McCorquodale Act****1) Description**

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most

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constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

**2) County Obligations**

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive. (Welf. & Inst. Code, § 5614, subd. (b)(5))
- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

**C. Lanterman-Petris-Short Act**

**1) Description**

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

**2) Reporting and Data Submission Requirements**

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County.



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(Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)

- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)
- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

**3) Laura's Law**

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.1, inclusive. In addition, a county or group of counties that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds

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from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

**D. Projects For Assistance In Transition From Homelessness Program (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)**

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:  
<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**E. Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)**

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target

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populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**F. Substance Abuse Prevention And Treatment Block Grant Program (42 U.S.C. § 300x-1 et seq.)**

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for, and DHCS approved its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of

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Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**G. Crisis Counseling Assistance And Training Program (42 U.S.C. § 5183)**

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

1) The CCP is comprised of three funding terms:

- a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
- b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
- c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.

2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.

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- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)
- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:  
<https://www.samhsa.gov/dtac/ccp-toolkit>.

**7. Reporting and Data Submission Requirements**

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS,

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and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:

- 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)
  - 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.
  - 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
  - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
  - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
  - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
  - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
  - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
  - 9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- 1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.

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- 2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.
  - 3) Make diligent efforts to minimize errors on the CSI error file.
  - 4) Correct all errors on the CSI error file.
  - 5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.
- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close

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of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

**8. Special Terms and Conditions**

**A. Audit and Record Retention**

(Applicable to agreements in excess of \$10,000)

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.
- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
  - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period,



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the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

- 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
  - 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.
- B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph D, Projects for Assistance in Transition from Homelessness Program, subparagraph E, Community Mental Health Services Grant Program, or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program, the Contractor must seek resolution using the process outlined below.

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take

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to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.

- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

Department of Health Care Services  
Community Services Division/Federal Grants Section  
Attention: Waheeda Sabah  
1500 Capitol Avenue, MS 2624  
P.O. Box Number 997413  
Sacramento, CA, 95899-7413

**C. Novation**

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

**D. Welfare and Institutions Code section 5751.7 Waiver**

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.

**Exhibit A**

## Program Specifications

- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.
- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services  
Community Services Division/Community Support Branch  
Policy, Monitoring, & Finance Section  
e-mail: [MHSA@dhcs.ca.gov](mailto:MHSA@dhcs.ca.gov).

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

**E. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

**F. Change in County Behavioral Health Director**

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed

**Exhibit A, Attachment I**  
Request for Waiver

**Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code**

\_\_\_\_\_ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
  - Number of the facility's beds designated for involuntary treatment
  - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
  - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waived as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

**Exhibit B**  
**Funds Provision**

**1. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

# General Terms and Conditions (GTC 04/2017)

## EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.



16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**Exhibit D**  
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
  - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
  - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
  - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
  - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

**Exhibit D**  
**Information Confidentiality and Security Requirements**

without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

**A. Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

**1) Personnel Controls**

- a. Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. Confidentiality Statement.** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. Background Check.** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**2) Technical Security Controls**

- a. Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which

**Exhibit D**  
**Information Confidentiality and Security Requirements**

- is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. *Server Security.*** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
- d. *Removable media devices.*** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- h. *Data Destruction.*** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

**Exhibit D**  
Information Confidentiality and Security Requirements

- i. **System Timeout.** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**3) Audit Controls**

- a. **System Security Review.** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**Exhibit D**  
Information Confidentiality and Security Requirements

**4) Business Continuity / Disaster Recovery Controls**

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**5) Paper Document Controls**

- a. **Supervision of Data.** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- e. **Faxing.** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

**Exhibit D**  
Information Confidentiality and Security Requirements

- B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

***Discovery and Notification of Breach. Notice to DHCS:***

- (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov)), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

- C.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
  - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:



**Exhibit D**  
**Information Confidentiality and Security Requirements**

- E. Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- F. Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.
7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
8. **Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

<b>DHCS Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

## **EXHIBIT E**

### **PRIVACY AND INFORMATION SECURITY PROVISIONS**

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI); and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

**EXHIBIT E-1**

**HIPAA Business Associate Addendum**

**1. Recitals.**

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

- D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

## **2. Definitions.**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for

the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

### 3. Terms of Agreement.

#### A. Permitted Uses and Disclosures of Department PHI by Contractor.

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

#### B. Specific Use and Disclosure Provisions. Except as otherwise indicated in this Exhibit E-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

#### C. Prohibited Uses and Disclosures

- 1) Contractor shall not disclose Department PHI about an individual to

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

**D. Responsibilities of Contractor**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;
  - b. Achieving and maintaining compliance with the HIPAA

Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.
- 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.
- 7) **Contractor's Agents and Subcontractors.**
  - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.



- b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
  - i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
  - ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
  - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov)). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.
- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of

unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866- 0602  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Service Desk (916) 440-7000; (800) 579- 0874  Fax: (916)440-5537

- 13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:
- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
  - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

#### **E. Obligations of the Department.**

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an

Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

#### **F. Audits, Inspection and Enforcement**

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

#### **G. Termination.**

- 1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
- 2) **Termination for Cause.** In accordance with 45 CFR Section

164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:

- a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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**EXHIBIT E-2**

**Privacy and Security of Personal Information and Personally Identifiable  
Information Not Subject to HIPAA**

**1. Recitals.**

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
  - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
  - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

- D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

## **2. Definitions.**

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

### 3. Terms of Agreement

#### A. Permitted Uses and Disclosures of Department PI and PII by Contractor

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

#### B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
  - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
  - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
  - a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

- b.** Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS “Privacy Incident Report” form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select “Privacy” in the left column and then “Business Partner” near the middle of the page) or use this link:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> .
- c.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

  - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of

PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

- g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.
- h. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a> Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

#### 10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.



## EXHIBIT E-3

### Miscellaneous Terms and Conditions

#### Applicable to Exhibit E

- 1) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.
- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
  - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
  - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- 3) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 4) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 5) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 6) **Interpretation.** The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
- 7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 8) **Regulatory References.** A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.
- 9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

- 10) **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

**Attachment A**  
Data Security Requirements

**1. Personnel Controls**

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

**2. Technical Security Controls**

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
  - 1) Upper case letters (A-Z)
  - 2) Lower case letters (a-z)
  - 3) Arabic numerals (0-9)

## 4) Non-alphanumeric characters (punctuation symbols)

- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
- I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and revention solution.

### 3. Audit Controls

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

### 4. Business Continuity / Disaster Recovery Controls

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

### 5. Paper Document Controls

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.



# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation and employee assistance

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
  1. receive a copy of the company's drug-free policy statement; and,
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

##### a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

##### b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning or arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine if a corporation is in good

standing by calling the Office of the Secretary of State.

#### RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

#### AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

**RESOLUTION NO. 2021-XXX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY  
AUTHORIZING THE DIRECTOR OF BEHAVIORAL HEALTH SERVICES, OR  
HIS/HER DESIGNEE, TO SIGN THE DHCS PERFORMANCE CONTRACT WITH  
THE STATE DEPARTMENT OF HEALTH CARE SERVICES, AND ALL  
SUBSEQUENT ADMENDMENTS OR UPDATES**

**WHEREAS**, the State Department of Health Care Services (DHCS) provides a Performance Contract for the administration of the Mental Health Services Act (MHSA), Projects for Assistance in the Transition from Homelessness (PATH), and Community Mental Health Services Grant (MHBG) programs; and

**WHEREAS**, the Department of Health Care Services oversees the County provision of community mental health services provided with realignment funds; and

**WHEREAS**, the County must meet certain conditions and requirements to receive funding for these programs and community mental health services under this Performance Contract.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Trinity authorizes the Director of Behavioral Health and/or his or her designee to sign the DHCS Performance Contract, and all subsequent amendments or updates for the period of July 1, 2021 through June 30, 2024;

**DULY PASSED AND ADOPTED** this 20<sup>th</sup> day of July 2021 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES: Supervisors  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None

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JEREMY BROWN, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

RICHARD KUHNS, Psy.D,  
Clerk of the Board of Supervisors

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

## TRINITY COUNTY

### Item Report 2.2

Meeting Date: 7/20/2021

Department:  
Behavioral Health Services

Contact:  
Crystal Bennett

Phone:  
530-623-1825

2.2 Amendment 1: Southern Trinity Joint Unified School District (20-166)

#### **Requested Action:**

Approve amendment number one to the agreement with Southern Trinity Joint Unified School District increasing the maximum cost by \$10,000 for FY 21/22, to provide mental health services act prevention and early intervention services.

#### **Fiscal Impact:**

No impact to the General Fund; increase in \$10,000 from Mental Health Services Act Prevention and Early Intervention Dollars.

#### **Discussion:**

Trinity County Behavioral Health would like to increase the contract maximum to allow Southern Trinity Joint Unified School District to be able to utilize their school counselor more often for Prevention and Early Intervention Activities. Prevention and Early Intervention is a Mental Health Services Act requirement.

#### **Alternatives Including Financial Implications:**

Deny the request and provide direction to staff.

#### **Departmental Recommendation:**

Approve the amendment as requested.

#### **ATTACHMENTS:**

Description

Agreement - STJUSD 20-166

Amendment - STJUSD 20-166.1

**STANDARD FORM PERSONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
SOUTHERN TRINITY JOINT UNIFIED SCHOOL DISTRICT**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 20<sup>th</sup> day of October 2020, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **SOUTHERN TRINITY JOINT UNIFIED SCHOOL DISTRICT, A LOCAL SCHOOL DISTRICT**. ("Contractor").

**RECITALS**

WHEREAS, County desires to retain a person or firm to provide the following services: Mental Health Services Act Prevention and Early Intervention Services per Welfare and Institutions Code (WID) Section 5840; and

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

**AGREEMENT**

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

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



- C. Make available all pertinent data and records for review.
- IV. TERM OF CONTRACT: This Contract shall commence on July 1<sup>st</sup>, 2020 and shall terminate on June 30, 2022, unless sooner terminated in accordance with the terms hereunder.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than June 30, 2022. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$23,000 per fiscal year, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

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

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

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

- IX. INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property

which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

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

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

Trinity County  
PO Box 1640  
Weaverville, CA 96093

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

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

Trinity County  
PO Box 1640  
Weaverville, CA 96093

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

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

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

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

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

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

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

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

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount

equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

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

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

XIX. TERMINATION:

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

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

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

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

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

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

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be paid to Contractor
Exhibit C	Health Insurance Portability and Accountability Act Supplement

- XXVIII. **DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further

action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

- XXIX. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Exhibit C.
- XXX. **ATTORNEY'S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XXXI. **NOTICES:** Any notice required to be given pursuant to the terms and conditions hereof shall be in writing and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

**TRINITY COUNTY BEHAVIORAL HEALTH SERVICES  
ATTN: CRYSTAL BENNETT  
P.O. BOX 1640  
WEAVERVILLE, CA 96093  
cbennett@trinitycounty-ca.gov**

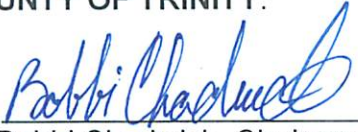
If to Contractor:

**SOUTHERN TRINITY JOINT UNIFIED SCHOOL DISTRICT  
ATTN: PEGGY CANALE  
680 VAN DUZEN RIVER ROAD  
BRIDGEVILLE, CA 95526  
pcanale@stjUSD.org**


[signature page to follow]

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

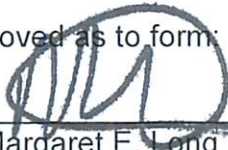
COUNTY OF TRINITY:

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

CONTRACTOR:

By:   
Name: Peggy Canale  
Title: Superintendent  
Date: 11.12.20

Approved as to form:

By:   
Margaret E. Long  
County Counsel

Risk Management Approval:

By:   
Shelly Nelson  
Human Resources/Risk Management  
Director



## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY CONTRACTOR**

To provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Services to youth within the Southern Trinity Joint Unified School District, following guidance within Welfare and Institutions Code (WIC) Section 5840.

<https://casetext.com/statute/california-codes/welfare-and-institutions-code-wic/division-5-community-mental-health-services-5000-5952/part-36-prevention-and-early-intervention-programs-5840-58408>

Semi Annual reports showcasing participant data collected, surveys administered, and case studies are to be submitted to the Mental Health Services Act Coordinator at Trinity County Behavioral Health, via email. Reports are due 30 days after the end of the 2<sup>nd</sup> and 4<sup>th</sup> quarters of each fiscal year. A fully combined annual report is due 60 days after the end of each fiscal year.

Reporting requirements shall adhere to the guidelines set for the County in Title 9 California Code of Regulations, Division 1, Chapter 14 MHSA. A link with the most current regulations is as follows:

[https://mhsoac.ca.gov/sites/default/files/documents/2018-08/PEI%20Regulations As Of July%202018.pdf](https://mhsoac.ca.gov/sites/default/files/documents/2018-08/PEI%20Regulations%20As%20Of%20July%202018.pdf)

#### ***Preventive and Responsive Services***

- Contractor will provide a counselor with a Pupil Personnel Services (PPS) Credential, or related credential, will provide the program services during the 2020/21 and 2021/22 school years.
- Contractor will provide individual and group counseling to students with identified concerns and needs.
- Contractor will consult and collaborate effectively with parents/guardians, teachers, administrators, and other educational/community resources regarding students with identified concerns and needs.
- Contractor will Implement an effective referral and follow-up process as needed.
- Contractor will accurately and appropriately use assessment procedures for determining and structuring individual and group counseling services.
- Contractor will identify children who need emotional or mental health treatment and make appropriate referrals to either the Southern Trinity Health Clinic or County Behavioral Health Services.
- Contractor will provide anecdotal evidence of program successes and failures as generated by surveys to teachers and students twice each school year.

### ***System Support***

- Contractor will provide appropriate information to school personnel related to the comprehensive school counseling program.
- Contractor will assist teachers, parents/guardians, and other stakeholders in interpreting and understanding student data.
- Contractor will participate in professional development activities to improve knowledge and skills.
- Contractor will use available technology and other resources to enhance the school counseling program.
- Contractor will adhere to laws, policies, procedures, and ethical standards of the school counseling profession.

### ***Major Function: Accountability***

- Contractor will conduct a semiannual program review of program implementation and effectiveness. Reports will be submitted to the Trinity County Behavioral Health Mental Health Services Coordinator based on timelines stated above in the Scope of Services. Reports will include information by age group, race, ethnicity, primary language, sexual orientation, disability and veteran status.
- Contractor will collect and analyzes data to guide program direction and emphasis.
- Contractor will measure results of the comprehensive school counseling program activities and share results as appropriate with relevant stakeholders.
- Contractor will produce semiannual reports for the Trinity County Behavioral Health Mental Health Services Act Coordinator with current school data each semester so that it can be reported to the Oversight and Accountability Commission.
- Contractor will monitor student academic performance, behavior, and attendance and facilitates appropriate interventions.

## **EXHIBIT B**

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

#### **INVOICE SCHEDULE**

Southern Trinity Joint Unified School District  
Fiscal Year 2020/2021 & 2021/2022  
Total Contract Amount is \$23,000.00 per Fiscal Year

- Contractor will perform the Scope of Services as listed in Exhibit "A". By successfully demonstrating the outcomes listed and reporting these outcomes to Trinity County Behavioral Health Services (TCBHS), Contractor will be achieving the functions of this contract.
- Contractor may invoice the County twice during each fiscal year, once after the 1<sup>st</sup> semiannual report is submitted and again after the 2<sup>nd</sup> semiannual ***and*** combined annual report are submitted. Contractor may also choose to invoice County for full fiscal year maximum after all 3 required reports have been submitted.

## EXHIBIT C

### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

#### Definitions:

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Rule.

- a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
- b. Covered Entity. "Covered Entity" shall mean the County of Trinity.
- c. Designated Record Set. "Designated Record Set" shall mean:
  - (1) A group of records maintained by or for a covered entity that is:
    - a. The medical records and billing records about individuals maintained by or for a covered health care provider;
    - b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
  - (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers

maintained by Business Associate.

- k. Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

#### Obligations of Business Associate

Business Associate shall:

- a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as Required By Law.
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract
- d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Contract of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information.
- f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
- j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

- l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
- n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

#### Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

#### Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

- a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### Term and Termination

- a. Term. The Term of these provisions shall be concurrent with the term of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - b. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
  - c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
- a. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**Reservation of Right to Monitor Activities.**

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

**Specific Provisions for Use and Disclosures by Business Associate of PHI Subject to 42 CFR Part 2.**

- (a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.
- (b) Business Associate is a "Qualified Service Organization" as that term is defined at 42 CFR 2.11.
- (c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

**Miscellaneous**

- a. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.



**AMENDMENT NO. 1  
TO  
STANDARD FORM PERSONAL SERVICES CONTRACT  
(NO. \_\_)  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
SOUTHERN TRINITY JOINT UNIFIED SCHOOL DISTRICT**

WHEREAS, a Contract was entered into the 20TH day of October, 2020 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **Southern Trinity Joint Unified School District** ("Contractor"), to provide **Mental Health Services Act Prevention and Early Intervention Services per Welfare and Institutions Code (WIC) Section 5840**; and

WHEREAS, the Contract provides for a termination date of June 30, 2022; and

WHEREAS, the parties wish to:

1. Amend Exhibit B, Compensation or Fees to Be Paid to Contractor; and

WHEREAS, the Contract provides for amendments;

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

1. Increase the Contract Maximum for Fiscal Year 2021/2022 from \$23,000 to \$33,000.

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

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. \_\_\_\_ to be executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

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

Approved as to form:

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

Risk Management Approval:

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management  
Director

## TRINITY COUNTY

### Item Report 2.3

Meeting Date: 7/20/2021

Department:  
Board of Supervisors - District  
2

Contact:  
Jill Cox

Phone:  
530 623 1382

2.3 Letter: Fire Safe Council Grant

#### **Requested Action:**

Authorize the Chairman to sign a letter authorizing the Trinity County Resource Conservation District to apply for the 2021 California Fire Safe Council County Coordinators Grant Project on behalf of Trinity County

#### **Fiscal Impact:**

No fiscal impact.

#### **ATTACHMENTS:**

Description  
Letter



# TRINITY COUNTY

## Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613  
PHONE (530) 623-1217 FAX (530) 623-8365

July 20, 2021

Fire Safe Council  
5834 Price Ave, Suite 101  
McClellan, CA 95652

RE: 2021 California Fire Safe County Coordinators Grant

Dear California Fire Safe Council,

The Trinity County Board of Supervisors authorizes the Trinity County Resource Conservation District to apply on behalf of Trinity County for the 2021 California Fire Safe Council County Coordinators Grant Project and serve as the grant subrecipient. Our board is confident that the Trinity County Resource Conservation District, as sponsor of the Trinity County Fire Safe Council, can execute the scope of the grant program and meet project metrics and deliverables.

The Trinity County Resource Conservation District is aware that, as a subrecipient, they will be required to work closely with the Trinity County Board of Supervisors and other fire mitigation groups within the county to meet the County Coordinators grant objectives of educating, encouraging, and developing county-wide collaboration and coordination. Our Board is prepared to support and assist the Trinity County Resource Conservation District in the execution of these project goals.

Should you require additional confirmation of Trinity County's support of the Trinity County Resource Conservation District, please contact Dr. Richard Kuhns, Chief Administrative Officer, at (530) 623-1382 or [rkuhns@trinitycounty.org](mailto:rkuhns@trinitycounty.org).

Chairman Jeremy Brown  
Trinity County

**TRINITY COUNTY**  
Item Report 2.4

Meeting Date: 7/20/2021

Department:  
Clerk of the Board

Contact:  
Liz Hamilton

Phone:  
530-623-1265

2.4 Resolution: Confirming Local Health Emergency - Debris and Air Quality

**Requested Action:**

Adopt a resolution which confirms the continuance of a Local Health Emergency in the County of Trinity due to debris and air quality concerns created by the wildfires.

**Fiscal Impact:**

No fiscal impact.

**Summary:**

On September 23, 2020, the Local Health Officer declared a local health emergency due to the wildfires in Trinity County and on September 29th, 2020 the Board confirmed the existence and declaration of a local health emergency.

Section 101080 of the California Health and Safety Code requires the Board to review and confirm the need for continuing a local health emergency every thirty (30) days.

It is time to review the need for the continuance of the emergency proclamation.

By confirming the continuance of the local health emergency due to the wildfires that occurred in Trinity County, the County is reinforcing the severity of our situation and will be opening the door to possible State and Federal assistance.

**ATTACHMENTS:**

Description

Trinity County Code Section 2.40.070

Emergency Operations Plan: Local Emergency Declaration Process

Resolution

Exhibit A

#### 2.40.070 - Director of emergency services-Powers and duties.

A. The director of emergency services is empowered to:

1. Request the board of supervisors to proclaim the existence of a local emergency if the board is in session, or to issue such proclamation if the board is not in session. Whenever a local emergency is proclaimed by the director, the board of supervisors shall take action to ratify the proclamation within seven days thereafter, or the proclamation shall have no further force or effect;
2. Request the Governor of the state to proclaim a state of emergency when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency;
3. Control and direct the effort of the emergency organization of the county for the accomplishment of the purposes of this chapter;
4. Direct cooperation between and coordination of services and staff of the emergency organization of the county; and resolve questions of authority and responsibility that may arise between them;
5. Represent the county in all dealings with public or private agencies on matters pertaining to emergencies;
6. In the event of the proclamation of a local emergency as provided in this section, the proclamation of a state of emergency by the Governor of the state, or by the Director of the California Office of Emergency Services, or the existence of a state of war emergency, the director of emergency services of the county is empowered:
  - a. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the board of supervisors,
  - b. To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property and to bind the county for the fair value thereof, and, if required immediately, to commandeer the same for public use,
  - c. To require emergency services of any county officer or employee, and, in the event of the proclamation of a state of emergency or the existence of a state of war emergency, to command the aid of as many citizens as he deems necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers,

- d. To requisition necessary personnel or material of any department or agency of the county, and
  - e. To execute all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto or pursuant to predecessor ordinances theretofore adopted by the board of supervisors, all powers conferred upon him by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.
- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to perform his duties during an emergency. Such order of succession shall be approved by the board of supervisors.
- C. The assistant director of emergency services shall have such powers and duties consistent with the purpose of this chapter as shall be assigned by the director.

(Ord. 295-1 §7, 1972)

### 1.7.1 Trinity County Emergency Declaration Process

Declarations of a local emergency are normally made when there is an actual incident or threat of disaster or extreme peril to the safety of persons and property within the County, caused by natural, technological or human caused situations. The County may declare an emergency for any of several reasons, such as authorizing additional budget authority, implementing emergency measures, or accessing State, or federal disaster assistance. To proclaim a state of emergency, the Director of Emergency Services will either call a regular or special meeting of the Board of Supervisors to request a declaration of emergency or immediately declare an emergency in writing. For "an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent," the Trinity County Health Officer may declare a local health emergency in the jurisdiction or any area thereof affected by the threat to the public health. A Local Emergency proclaimed by the Director of Emergency Services must be ratified by the Board of Supervisors within seven days, or it will expire.

The Board of Supervisors must review the need to continue the declaration at least every 60 days until the local emergency is terminated. The Local Emergency must be terminated by resolution as soon as conditions warrant. Declaration of a Local Health Emergency should be continued at least every 30 days.



**RESOLUTION NO. 2021-XXX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY  
CONFIRMING THE CONTINUANCE OF A LOCAL HEALTH EMERGENCY  
DUE TO DEBRIS AND AIR QUALITY CONCERNS**

**WHEREAS**, on September 23, 2020, the Trinity County Health Officer declared a local health emergency due to the debris and air quality in Trinity County from wildfire; and

**WHEREAS**, on September 29, 2020, the Board of Supervisors confirmed the existence of the local health emergency; and

**WHEREAS**, Section 101080 of the California Health and Safety Code requires the Board to review and reaffirm the need for continuing a local emergency every thirty (30) days; and

**WHEREAS**, the Board of Supervisors adopted Resolution No. 2020-082, 2020-089, 2020-097, 2021-003, 2021-009, 2021-019, 2021-027, 2021-033, 2021-048, 2021-054, 2021-062, and 2021-069 confirming the continuance of the local health emergency; and

**WHEREAS**, the wildfires causing the air quality concerns in Trinity County have stopped burning and the conditions described in the original proclamation, attached as Exhibit A, continue;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Trinity confirms the continuance of a local health emergency due to the unhealthy air quality caused by wildfires.

**DULY PASSED AND ADOPTED** this 20<sup>th</sup> day of July 2021 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES: Supervisors  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None

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JEREMY BROWN, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

RICHARD KUHNS, Psy.D.  
Clerk of the Board of Supervisors

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

## **PROCLAMATION OF A LOCAL HEALTH EMERGENCY BY**

### **THE TRINITY COUNTY HEALTH OFFICER**

WHEREAS, the California Health and Safety Code, Division 101, Part 3, Chapter 2, commencing with Section 101075 confers upon Local Health Officers of the political subdivisions of this state emergency powers necessary to protect public health and safety; and

WHEREAS, Section 101080 of the California Health and Safety Code provides that the local health officer may declare a local health emergency in the jurisdiction or any area thereof affected by the threat to the public health; and

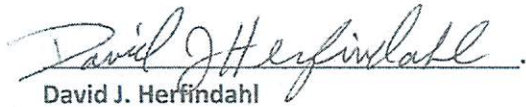
WHEREAS, Section 101080 of the California Health and Safety Code empowers the Local Health Officer to proclaim the existence or threatened existence of local health emergency when the Local Health Officer reasonably determines that the waste is a hazardous waste or medical waste, or that it may become a hazardous waste or medical, subject to ratification by the Board of Supervisors within seven days and reaffirmation every fourteen days thereafter until such local health emergency is terminated; and

WHEREAS, the Trinity County Health Officer does hereby find:

1. That conditions resulting from the August Complex North Zone fire in Trinity County, which began on August 17, 2020 have created and are continuing to create debris and air quality concerns that have been deemed unhealthy to hazardous for multiple communities of Trinity County which may have been or will be a threat to public health and;
2. That the threat to public health creates the immediate need to facilitate assistance and undertake preventive measures to protect the health of people and the environment and to inform the affected public of any potential health issues associated with the air quality created by the multiple fires, thereby necessitating the proclamation of the existence of a local health emergency.
3. That assistance to residents, special districts and to the County is needed for timely implementation of necessary preventive measures to protect public health and the environment,

NOW THEREFORE, IT IS HEREBY PROCLAIMED that a local health emergency is now threatened to exist in Trinity County due to the air quality created by the August Complex North Zone fire in Trinity County which is or may become a public health threat.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the Local Health Officer shall be those prescribed by state law, including the provisions of Section 101085 of the California Health and Safety Code, and by any ordinances and resolutions of the County approved by the Board of Supervisors.

  
David J. Herfindahl

David J. Herfindahl, MD  
Trinity County Health Officer  
September 23, 2020

Ratified this 29<sup>th</sup> day of September 2020, by the Board of Supervisors of the County of Trinity by motion, second (Fenley/Morris) and the following vote:

AYES: Supervisors Morris, Fenley, Groves and Brown  
NOES: None  
ABSENT: Supervisor Chadwick  
ABSTAIN: None  
RECUSE: None

  
JEREMY BROWN, VICE CHAIRMAN  
Board of Supervisors, Acting as the  
Transportation Commission  
County of Trinity  
State of California

ATTEST:

RICHARD KUHNS, Psy. D,  
Clerk of the Board of Supervisors

By:   
Deputy

**TRINITY COUNTY**  
Item Report 2.5

Meeting Date: 7/20/2021

Department:  
Clerk of the Board

Contact:  
Richard Kuhns

Phone:  
530-623-1382

2.5 Resolution: Confirming Local Health Emergency - COVID-19 (Coronavirus)

**Requested Action:**

Adopt a resolution which confirms the continuance of a Local Health Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

**Fiscal Impact:**

No fiscal impact.

**Summary:**

On March 13, 2020, the Local Health Officer declared a local health emergency due to the COVID-19 Pandemic (Coronavirus) and on March 17, 2020 the Board confirmed the existence and declaration of a local health emergency.

Section 101080 of the California Health and Safety Code requires the Board to review and confirm the need for continuing a local health emergency every thirty (30) days.

It is time to review the need for the continuance of the emergency proclamation.

By confirming the continuance of the local health emergency due to the COVID-19 Pandemic (Coronavirus), the County is reinforcing the severity of our situation and will be opening the door to possible State and Federal assistance.

**Alternatives Including Financial Implications:**

Deny the request and advise staff.

**Departmental Recommendation:**

Denial of this resolution would result in the local health emergency proclamation expiring and Trinity County not receiving assistance with the COVID-19 pandemic (Coronavirus). It is staff's recommendation that the Board adopt the resolution which confirms the continuance of and amends the local health emergency in Trinity County due to the COVID-19 pandemic.

**ATTACHMENTS:**

Description

Trinity County Code Section 2.40.070

Emergency Operations Plan: Local Emergency Declaration Process  
Resolution  
Exhibits

2.40.070 - Director of emergency services-Powers and duties.

A. The director of emergency services is empowered to:

1. Request the board of supervisors to proclaim the existence of a local emergency if the board is in session, or to issue such proclamation if the board is not in session. Whenever a local emergency is proclaimed by the director, the board of supervisors shall take action to ratify the proclamation within seven days thereafter, or the proclamation shall have no further force or effect;
2. Request the Governor of the state to proclaim a state of emergency when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency;
3. Control and direct the effort of the emergency organization of the county for the accomplishment of the purposes of this chapter;
4. Direct cooperation between and coordination of services and staff of the emergency organization of the county; and resolve questions of authority and responsibility that may arise between them;
5. Represent the county in all dealings with public or private agencies on matters pertaining to emergencies;
6. In the event of the proclamation of a local emergency as provided in this section, the proclamation of a state of emergency by the Governor of the state, or by the Director of the California Office of Emergency Services, or the existence of a state of war emergency, the director of emergency services of the county is empowered:
  - a. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the board of supervisors,
  - b. To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property and to bind the county for the fair value thereof, and, if required immediately, to commandeer the same for public use,
  - c. To require emergency services of any county officer or employee, and, in the event of the proclamation of a state of emergency or the existence of a state of war emergency, to command the aid of as many citizens as he deems necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers,

- d. To requisition necessary personnel or material of any department or agency of the county, and
  - e. To execute all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto or pursuant to predecessor ordinances theretofore adopted by the board of supervisors, all powers conferred upon him by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.
- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to perform his duties during an emergency. Such order of succession shall be approved by the board of supervisors.
- C. The assistant director of emergency services shall have such powers and duties consistent with the purpose of this chapter as shall be assigned by the director.

(Ord. 295-1 §7, 1972)

### 1.7.1 Trinity County Emergency Declaration Process

Declarations of a local emergency are normally made when there is an actual incident or threat of disaster or extreme peril to the safety of persons and property within the County, caused by natural, technological or human caused situations. The County may declare an emergency for any of several reasons, such as authorizing additional budget authority, implementing emergency measures, or accessing State, or federal disaster assistance. To proclaim a state of emergency, the Director of Emergency Services will either call a regular or special meeting of the Board of Supervisors to request a declaration of emergency or immediately declare an emergency in writing. For "an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent," the Trinity County Health Officer may declare a local health emergency in the jurisdiction or any area thereof affected by the threat to the public health. A Local Emergency proclaimed by the Director of Emergency Services must be ratified by the Board of Supervisors within seven days, or it will expire.

The Board of Supervisors must review the need to continue the declaration at least every 60 days until the local emergency is terminated. The Local Emergency must be terminated by resolution as soon as conditions warrant. Declaration of a Local Health Emergency should be continued at least every 30 days.



**RESOLUTION NO. 2021-XXX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY  
CONFIRMING THE CONTINUANCE OF A LOCAL HEALTH EMERGENCY  
DUE TO THE NOVEL CORONAVIRUS KNOWN AS COVID-19 PANDEMIC**

**WHEREAS**, on March 13, 2020 the Trinity County Health Officer declared a local health emergency due to the novel coronavirus named COVID-19 pandemic; and

**WHEREAS**, on March 17, 2020 the Board of Supervisors confirmed the existence of the local health emergency; and

**WHEREAS**, Section 101080 of the California Health and Safety Code requires the Board to review and reaffirm the need for continuing a local emergency every thirty (30) days; and

**WHEREAS**, the novel coronavirus named COVID-19 pandemic has caused concerns in Trinity County and many of the conditions described in the original declaration as amended, attached hereto, are expected to continue; and

**WHEREAS**, the Board of Supervisors adopted Resolution No. 2020-020, 2020-028, 2020-038, 2020-039, 2020-059, 2020-068, 2020-072, 2020-079, 2020-090, 2020-094, 2021-002, 2021-008, 2021-018, 2021-026, 2021-034, 2021-047, 2021-055, 2021-063, and 2021-070 confirming the continuance of the local emergency; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Trinity confirms the continuance of a local health emergency due to the COVID-19 pandemic.

**DULY PASSED AND ADOPTED** this 20<sup>th</sup> day of July 2021, by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES: Supervisors  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None

---

JEREMY BROWN, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

RICHARD KUHNS, Psy.D.  
Clerk of the Board of Supervisors

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

**DECLARATION OF A LOCAL HEALTH EMERGENCY BY  
COUNTY HEALTH OFFICER**

Out of an abundance of caution and to protect the public health of all Trinity County residents, especially the vulnerable and those individuals who are at higher risk of illness, the Trinity County Public Health Officer hereby issues the following local emergency public health proclamation:

WHEREAS, Section 101080, Health and Safety Code of the State of California empowers a local health official to proclaim the existence or threatened existence of a local health emergency when this county or any area thereof is affected or likely to be affected by an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent, and the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven days and reaffirmed every 30 days until such local emergency is terminated; and

WHEREAS, the Health Officer of the County of Trinity does hereby find:

1. A novel coronavirus (named “COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public threat, based on current information. In part, the virus is considered a very serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human to human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The best information to date suggests the virus is spread between people primarily via respiratory droplets produced when an infected person coughs or sneezes. Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Current, there is no vaccine or specific anti-viral treatment for COVID-19; and,

2. The number of reported cases of COVID-19 and the number of reported deaths have escalated dramatically over a short period of time. To date, there are more than one hundred twenty thousand confirmed cases and over four thousand deaths worldwide. Cases, though concentrated in China, have been reported in one hundred and fourteen countries, and include individuals who never visited China. Transmission from an asymptomatic individual has been documented. Community transmission has been documented in patients in the United States with no known history of travel to a location with confirmed cases and no known contact with an infected person. The World Health Organization (WHO) has declared the outbreak to be a global health pandemic. The United States Health and Human Services Agency has declared a public health emergency for the United States. California Governor Gavin Newsom has declared a state of emergency for California. Thirteen states have declared states of emergency. On March 3, 2020, the President of the United States declared a national emergency.

3. To date, the number of reported cases in the United States is over one thousand, with over thirty deaths. The number of reported cases in California is over 150, including cases in neighboring Humboldt and Shasta Counties. As of March 13, 2020, there have been 4 deaths reported in

California, but deaths have also been reported in Washington State, Florida, New Jersey, and South Dakota.

4. Actions are being taken to protect public health and limit the spread of COVID-19 in the United States. California Governor Gavin Newsome and the California Department of Public Health have issued recommendations that gatherings of more than two hundred and fifty people should be postponed or cancelled; smaller gatherings that do not allow for social distancing of six feet per person should be postponed or cancelled; gathering of people who are at a higher risk for severe illness should be limited to no more than ten people, including gatherings at retirement facilities, assisted living facilities, developmental homes and support homes for people with health conditions. The President of the United States has suspended travel to 26 European countries. The CDC has issued a Level 3 Travel Health Notice recommending travelers avoid all nonessential travel to China, Iran, 26 European countries and South Korea. Entry of foreign nationals to the United States from these destinations has been suspended. The CDC has issued a Global Outbreak Notice at the Level 2 Travel Health Notice recommending travelers that are older adults or those with chronic medical conditions consider postponing global travel. The United States government has evacuated more than two hundred citizens from China and placed them in quarantine. Travel from restricted countries are being asked to self-quarantine for fourteen days to reduce the risk of community spread of COVID-19.

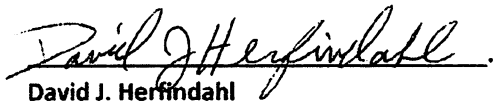
WHEREAS, the Board of Supervisors of the County of Trinity is not in session (and cannot immediately be called into session); and

WHEREAS, the Trinity County Health Officer does hereby find there is an imminent and proximate threat to public health from the introduction of COVID-19 into Trinity County; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local health emergency now exists or is now threatened to exist throughout this county; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local health emergency the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the county shall be those prescribed by state law, and by ordinance and resolutions of this county approved by the Board of Supervisors, and by the *Trinity Operational Area Emergency Operations Plan*, as approved by the Board of Supervisors.

IT IS FURTHER ORDERED that a copy of this declaration be forwarded to the Director of the Governor's Office of Emergency Services.

  
David J. Herfindahl

Health Officer, County of Trinity

Date: 13 March 2020

Ratified this 17th day of March 2020 by the Board of Supervisors of the County of Trinity by motion, second (Groves/Morris) and the following vote:

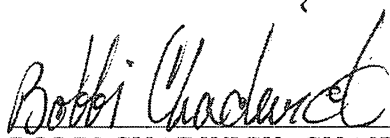
AYES: Supervisors Morris, Groves, Fenley, Brown and Chadwick

NOES: None

ABSENT: None

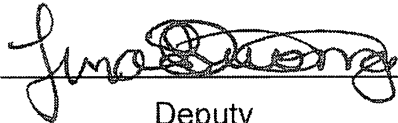
ABSTAIN: None

RECUSE: None

  
BOBBI CHADWICK, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

RICHARD KUHNS, Psy.D,  
Clerk of the Board of Supervisors

By:   
Deputy



# TRINITY COUNTY HEALTH AND HUMAN SERVICES

Elizabeth Hamilton, Interim Director  
 #51 INDUSTRIAL PARK WAY  
 P.O. BOX 1470, WEAVERVILLE, CALIFORNIA 96093  
 PHONE (530) 623-1265 (800) 851-5658 FAX (530) 623-8250

*David Herfindahl MD, MPH*  
 Health Officer

*Marcie Jo Cudziol RN, PHN, MPA*  
 PHN Director

## Health Officer Advisory and Order

FOR IMMEDIATE RELEASE

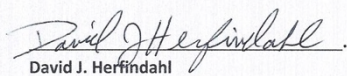
Date: 3/25/2020

Contact: Marcie Cudziol RN, PHN, MPA, PHN Director, 530-623-8209

**Trinity County** – As positive cases of coronavirus (COVID-19) continue to spread around the world, residents of Trinity County are increasingly concerned about the virus being brought into the county by infected travelers who own homes here, but do not reside here year-round. In light of this consideration, anyone choosing to reside in their second home within Trinity County shall self-quarantine for a period of no less than 14 days upon arrival. During this quarantine period you could leave the home for essential services such as getting food, purchasing gas, and going to the pharmacy or to a health care provider. All non-residents are being asked to stay out of Trinity County at this time as ordered by the Governor of California. This is an effort to prevent unintentional spread of the coronavirus to residents who would otherwise be at a reduced risk of exposure. As with any pandemic, the primary concern is keeping people safe, but also people need to understand Trinity County has limited resources and our medical system could be quickly overwhelmed should the precautions not be heeded. Your cooperation in this matter is greatly appreciated as we continue to navigate through this pandemic.

**By order of the Health Officer of Trinity County**

**David Herfindahl, MD, Health Officer for Trinity County, is mandating that individuals coming into Trinity County to use a second home shall quarantine in that home for 14 days. If they become ill with a fever, cough, shortness of breath, or flu-like symptoms they should call their medical provider or call Trinity County Public Health for advice. Do not just drive to the hospital or a medical clinic. This mandate takes effect immediately.**

  
 David J. Herfindahl

If there are any questions concerning this Health Officer Order please contact Public Health at 530-623-8209 or the Trinity County Office of Emergency Services at 530-623-1116.

Additional resources are available at:

<https://trinitycounty.org>, <https://covid19.ca.gov>; <https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notice.html>; <https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-in-the-us.html>

Adult Services/IHSS  
 Public Guardian  
 PO Box 1470  
 Weaverville, CA96093  
 (530) 623-1265  
 Fax: (530) 623-1297  
☐

Child Welfare Services  
 PO Box 1470  
 Weaverville, CA96093  
 (530) 623-1314  
 Fax: (530) 623-1488  
☐

CalWORKs  
 Eligibility/Employment  
 PO Box 1470  
 Weaverville, CA96093  
 (530) 623-1265  
 Fax: (530) 623-1250  
☐

Public Health  
 PO Box 1470  
 Weaverville, CA96093  
 (530) 623-8209 or  
 1-800-766-6147  
 Fax: (530) 623-1297  
☐

WIC  
 PO Box 1470  
 Weaverville, CA96093  
 (530) 623-8209  
 Fax: (530) 623-1297  
☐



# TRINITY COUNTY HEALTH AND HUMAN SERVICES

Elizabeth Hamilton, Interim Director  
 #51 INDUSTRIAL PARK WAY  
 P.O. BOX 1470, WEAVERVILLE, CALIFORNIA 96093  
 PHONE (530) 623-1265 (800) 851-5658 FAX (530) 623-8250

David Herfindahl MD, MPH  
 Health Officer

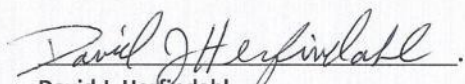
Marcie Jo Cudziol RN, PHN, MPA  
 PHN Director

## AMENDMENT ORDER OF THE LOCAL HEALTH OFFICER

On the 30<sup>th</sup> day of March 2020, I, DAVID HERFINDAHL, MD, Trinity County Health Officer, pursuant to California Health and Safety Code sections 101040, 120175, and 120175.5, hereby issue the order listed below to become effective immediately.

To preserve public health safety in Trinity County and slow down the rate of transmission of COVID-19, consistent with the Travel Restriction Order of the California State Public Health Officer to stay home except for essential needs, a previous Health Officer order for Trinity County is amended as follows below. The "National Advisory Memorandum on Identification of Essential Critical Infrastructure Workers During the Covid-19 Response", is advisory only and individual jurisdictions can add or subtract to the workforce categories based on their own requirements and discretion. A determination has been made by the Trinity County Health Officer that real estate services, and related settlement services would endanger the public health and safety in Trinity County in regard to the transmission and spread of the COVID-19 virus and are deemed to be non-essential services. This order removes real estate services and settlement services from critical infrastructure status (<https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>) and by this order those services shall immediately close until this order has been lifted. This order is to avoid COVID-19 illness in Trinity County. People and businesses need to engage in only the necessary activities for the health and welfare of all.

- 1) To the extent necessary, the Order may be enforced pursuant to Government Code Sections 26602 and 41601 and Health and Safety Code section 101029. Please read this order carefully. Violation of or failure to comply with this Order is a misdemeanor punishable by fine, imprisonment or both. (California Health and Safety Code Section 120295 and California Health and Safety Code 120130)
- 2) This order also includes an immediate cessation of lodging in motels, hotels, campgrounds, RV parks and vacation rentals, such as Airbnb with exceptions for medical & health staff, COVID-19 emergency workers, construction workers on critical infrastructure projects, and permanent residents."

  
 David J. Herfindahl

Health Officer, Trinity County  
 March 30, 2020

Adult Services/IHSS  
 Public Guardian  
 PO Box 1470  
 Weaverville, CA96093  
 (530) 623-1265  
 Fax: (530) 623-1297  
☐

Child Welfare Services  
 PO Box 1470  
 Weaverville, CA96093  
 (530) 623-1314  
 Fax: (530) 623-1488  
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CalWORKs  
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 PO Box 1470  
 Weaverville, CA96093  
 (530) 623-1265  
 Fax: (530) 623-1250  
☐

Public Health  
 PO Box 1470  
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 (530) 623-8209 or  
 1-800-766-6147  
 Fax: (530) 623-1297  
☐

WIC  
 PO Box 1470  
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 Fax: (530) 623-1297  
☐



# TRINITY COUNTY HEALTH AND HUMAN SERVICES

Elizabeth Hamilton, Interim Director  
51 INDUSTRIAL PARK WAY  
P.O. BOX 1470, WEAVERVILLE, CALIFORNIA 96093  
PHONE (530) 623-1265 (800) 851-5658 FAX (530) 623-6628



David Herfindahl MD, MPH  
Health Officer

Marcie Jo Cudziol RN, PHN, MPA  
PHN Director

## AMEND AND REPLACE PREVIOUS ORDER OF THE LOCAL HEALTH OFFICER

April 21, 2020

Pursuant to California Health and Safety Code sections 101040, 120175., and 120175.5 (b) the Health Officer of the County of Trinity amends and replaces the order dealing with Real Estate Services and related Settlement Services made on March 30, 2020 with an updated order dated April 21, 2020, as described below to become effective immediately.

A determination has been made by the Trinity County Health Officer that REAL ESTATE SERVICES, and related SETTLEMENT SERVICES are now included in the essential services and critical infrastructure status in Trinity County, with parameters as follows:

- No open houses will be allowed.
- Showings will be done virtually via Zoom, Skype, FaceTime or a similar method.
- Realtors will work from their home.
- Lenders, appraisers, and contractors must complete all required tasks with no face-to-face contact.
- All documentation will be done through DocuSign or a similar electronic method.
- Lenders must accept drive-by appraisals, electronic notary documents, and work completed by a licensed contractor via notice of completion by the contractor with no final inspection.
- Contractors that must enter the home in order to close escrow shall have permission from the owner and/or the occupant of the home, must fill out a brief health questioner, wear booties, and wear a mask or cloth face covering (not an N-95). They must wash their hands with soap and water before entering the home, or if soap and water are not available use hand sanitizer with at least 60% alcohol.

Adult Services/IHSS  
Public Guardian  
PO Box 1470  
Weaverville,  
CA96093  
(530) 623-1265  
Fax: (530) 623-6628  
□

CalWORKs  
Eligibility/Employment  
PO Box 1470  
Weaverville, CA96093  
(530) 623-1265  
Fax: (530) 623-1250  
□

Child Welfare  
Services  
PO Box 1378  
Weaverville,  
CA96093  
(530) 623-1314  
Fax: (530) 623-1488  
□

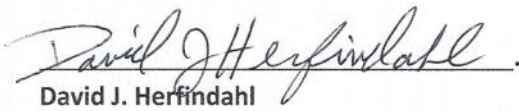
OES  
PO Box 399  
61 Airport Road  
Weaverville,  
CA96093  
(530) 623-1116  
Fax: (530) 623-5094  
□

Public Health  
PO Box 1470  
Weaverville,  
CA96093  
(530) 623-8209 or  
1-800-766-6147  
Fax: (530) 623-1297  
□

VSO  
PO Box 31  
51 Memorial Drive  
Weaverville,  
CA96093  
(530) 623-3975  
□

WIC  
PO Box 1470  
Weaverville,  
CA96093  
(530) 623-3238  
Fax: (530) 623-4072  
□

- 1) To the extent necessary, the Order may be enforced pursuant to Government Code Sections 26602 and 41601 and Health and Safety Code section 101029. Please read this order carefully. Violation of or failure to comply with this Order is a misdemeanor punishable by fine, imprisonment or both. (California Health and Safety Code Section 120295 and California Health and Safety Code 120130)
- 2) Previous Health Officer Orders and Advisories, otherwise not addressed herein, remain in full force and effect. These documents can be found at <https://www.trinitycounty.org/covid-19/public-health-advisories>.



David J. Herfindahl

David J. Herfindahl, MD  
Health Officer Trinity County  
April 21, 2020



**TRINITY COUNTY**  
Item Report 2.6

Meeting Date: 7/20/2021

Department:  
Clerk of the Board

Contact:  
Richard Kuhns

Phone:  
530 623 1382

2.6 Resolution: Trinity County Fair Parade

**Requested Action:**

Adopt a resolution supporting the Trinity County Fair Parade.

**Fiscal Impact:**

No fiscal impact.

**ATTACHMENTS:**

Description  
Resolution

**RESOLUTION NO. 2021-XXX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY  
SUPPORTING TRINITY COUNTY FAIR 100 YEAR ANNIVERSARY PARADE**

**WHEREAS**, each year the Trinity County Fair activities are held at the fairgrounds in Hayfork, Trinity County, California; and

**WHEREAS**, at this annual event a parade is held and the parade route is located on Highway 3, pursuant to a permit issued by the California Department of Transportation, which passes directly through the town of Hayfork; and

**WHEREAS**, the parade is sponsored, organized and funded by the Trinity County Fair Association; and

**WHEREAS**, the parade is scheduled to be held August 15, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Trinity hereby wholeheartedly supports the Trinity County Fair parade sponsored by the Trinity County Fair Association, to be held on August 14, 2021 in the town of Hayfork, California;

**DULY PASSED AND ADOPTED** this 20<sup>th</sup> day of July, 2021 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES: Supervisors  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None

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JEREMY BROWN, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

RICHARD KUHNS, Psy.D  
Clerk of the Board of Supervisors

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

## TRINITY COUNTY

### Item Report 2.7

Meeting Date: 7/20/2021

Department:  
Clerk of the Board

Contact:  
Richard Kuhns

Phone:  
530 623 1382

2.7 Appointment: Ruth Lake Community Service District

#### **Requested Action:**

Appoint Ed Johnson to the Ruth Lake Community Service District for the Board of Directors, to serve the remainder of a four-year term commencing on Jul 20, 2021 and expiring on December 31, 2021.

#### **Fiscal Impact:**

No fiscal impact.

#### **Summary:**

Dennis Johnson submitted his resignation to the RLCSD on April 13, 2021, leaving a vacant seat on the Board of Directors. Pursuant to Government Code Section 1780.d the remaining members of the district board may fill the vacancy either by appointment pursuant to subdivision. Ed Johnson submitted his letter of interest to the RLCSD and was approved by the Board of Directors.

#### **Alternatives Including Financial Implications:**

Deny the request and advise staff.

#### **Departmental Recommendation:**

The department makes no recommendation.

#### **ATTACHMENTS:**

Description

Letter of Interest

RLCSD Minutes

## Board member application

---

From: Ed Johnson (edandtarijohnson@gmail.com)

To: ruthlakecsd@yahoo.com

Date: Sunday, May 30, 2021, 06:45 PM PDT

---

Hi my name is Ed Johnson I am interested in the position on the board of directors. I've lived up here for the past 11 years but have been coming up here since I was 4 years old with my parents. I'm a good problem solver and work well with others. I've had several friends tell me I would be a good person to have on the board. I feel I'm a long time member of this community and I don't plan on leaving so I think I would be a great asset to the board.

Thank you for your consideration

Ed Johnson

707-574-6695. 707-601-7951

**RUTH LAKE COMMUNITY SERVICES DISTRICT**  
**Minutes for June 8, 2021**  
**Board of Directors Meeting**

1. Call to Order:
  - a. Meeting was called to order by Brian Nicholson, Vice Chairman at 4:00 pm.
  - b. Board members present Brain Nicholson, Sue Gordon, and Jordan Emery.
  - c. Board member not present: Debra Sellman.
  - d. Others present: Melony Higgins, Fire Chief of STVFD; William Burns, RLCSD; Ed Johnson, Stacy Matheson, RLCSD; Larry Raschein, HBMWD; Caitlin Canale, RLCSD; and Cynthia Lofthouse, RLCSD.
2. Approval of Agenda:
  - a. Motion was made by Sue Gordon to approve the agenda for the meeting of June 8, 2021. Jordan Emery second the motion. Motion carried, Brian Nicholson, Sue Gordon, and Jordan Emery.
3. Approval of Minutes:
  - a. Motion was made by Sue Gordon to approve the minutes for May 11, 2021, with a correction to item 8d. Jordan Emery second the motion. Motion carried Brian Nicholson, Jordan Emery, and Sue Gordon.
4. Public Comment:

STVFD Fire Chief, Melony Higgins, was here to present the AED for use at Ruth Lake CSD facilities. They are going to be placed at the Ruth Lake Marina, Ruth Rec Campground Store, and the RLCSD Community Hall. The device is a life-saving defibrillator, to bring back a person's heartbeat.
5. Supervisor's Report: No Report.
6. Correspondence:
  - a. Letter from Ed Johnson who is interested in becoming a board member for RLCSD.
  - b. Thank you letter from the Bridgeville Community thanking us for the gift certificates for Bridgefest.
7. Update of District Projects:
  - a. Update on the launching gates, Owsley Electric came out to repair the exit gate at the Marina. They also repaired the two gates at Ruth Rec. Owsley Electric will be meeting with 101 Netlink to set up the WIFI part for transmitting data to the gates. Memorial Day weekend a truck with an empty trailer parked on the back corner of sensors, which caused the gate arm to be very confused and go up and down nonstop. Owsley Electric said they would be working on the sesors in the cement pads also to try to prevent that from happening again. Also, we will try to add a small post to the corner of the cement sensor pad to try to prevent this from happening again.
8. Items for Board Action and Investigation:
  - a. Motion was made by Sue Gordon to add Katrina Holtzclaw to lease site 105 which was not added when transferred May 30, 2019. Jordan Emery second the motion. Motion carried Brian Nicholson, Sue Gordon, and Jordan Emery.
  - b. Motion was made by Jordan Emery to remove Dennis Johnson as a check signer. Sue

Gordon second the motion. Motion carried Brian Nicholson, Jordan Emery, and Sue Gordon.

- c. Motion was made by Jordan Emery to table the AD HOC Committee till the next meeting for when all board members are present. Sue Gordon second the motion. Motion carried Brian Nicholson, Sue Gordon, and Jordan Emery.
- d. Motion was made by Sue Gordon to accept the letter from Ed Johnson for the open position on the RLCSD Board of Directors. Jordan Emery second the motion. Motion carried Brian Nicholson, Jordan Emery, and Sue Gordon.
- e. Motion was made by Sue Gordon to accept the rate increase for the campground adding the day use and registration fees for the season of 2022. Jordan Emery second the motion. Motion carried Brian Nicholson, Sue Gordon, and Jordan Emery.
- f. Motion was made by Sue Gordon to accept the rate increase for the Marina for the 2022 season. Jordan Emery second the motion. Motion carried Brian Nicholson, Sue Gordon, and Jordan Emery.

9. Manager's Report and Update:

- a. Financial-Recognize and acknowledge documents: Sue Gordon asked to add a marina manager to the payroll report. All other reports look good.
- b. Community Hall: Community breakfast is being served on the 1<sup>st</sup> Sunday of the month. AED will be added to the Community Hall.
- c. Marina: Patio boats are being rented daily. Patio boat #18 came back damaged during Memorial Weekend. The customer broke the steering rod cable but the mechanic from Time and Tide came out and repaired the steering rod. The #18 patio boat was rented for the rest of the weekend after being repaired. Damage was paid by the customer. All other patio boats are running with no issues at this time.
- d. Campground: The campgrounds are very busy. The months of June, July, and August are mostly booked. Memorial Day weekend we had a Sheriff patrolling the all of the campgrounds and out on the lake. The Forest Service also drove through. Per Will Burns, camp host, it showed a big difference in the behavior of the campers. Fish and Wildlife were also on the lake checking for the fishing license on people who were fishing.
- e. Leases: Few leases are going through the process of being sold.
- f. Buffer Strip: Lot of logging going on in that area.
- g. Highway 36: The rock slide project stopping traffic in both directions going towards Red Bluff.

10. New Matters for the Board Consideration:

11. Meeting Adjourned 5:52 pm

**TRINITY COUNTY**  
Item Report 2.8

Meeting Date: 7/20/2021

Department:  
Clerk of the Board

Contact:

Phone:

2.8 Minutes: 4/23/2021, 06/02/2021, 06/04/2021, 06/15/2021, 06/24/2021, 07/01/2021, 07/07/2021, 07/12/2021

**Requested Action:**

Approve the Board of Equalization meeting minutes of April 23, 2021; regular meeting minutes of June 2, 2021, June 15, 2021, and July 7 2021; and the special meeting minutes of June 4, 2021, June 24, 2021, July 1, 2021, and July 12, 2021 as submitted by the Deputy Clerk.

**Fiscal Impact:**

No fiscal impact.

**ATTACHMENTS:**

Description

Minutes 04232021

Minutes 06022021

Minutes 06042021

Minutes 06152021

Minutes 06242021

Minutes 07012021

Minutes 07072021

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

**ASSESSMENT APPEAL HEARINGS**

April 23, 2021

**Chairman**

**Supervisor Jeremy Brown - District 4**

**Vice-Chairman**

**Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1**

**Supervisor Jill Cox - District 2**

**Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board**

**Margaret E. Long - County Counsel**

**Emma Purvis - Deputy Clerk of the Board**

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

**ZOOM INFORMATION**

This meeting used Zoom due to the coronavirus (COVID-19).

**10:00 AM**

**CALL MEETING TO ORDER IN OPEN SESSION**

**PLEDGE OF ALLEGIANCE**

**REGULAR CALENDAR**

**1.1** Deputy Clerk Emma Purvis swore in County Clerk/Recorder/Assessor Shanna White and Assistant Clerk/Recorder/Assessor Julie Barcellona.

**1.2** Did not hear requests for postponement the Assessor.

Received comments from County Counsel Margaret Long and County Clerk/Recorder/Assessor Shanna White.



- 1.3 Received County Clerk/Recorder/Assessor Shanna White's request for Findings of Fact.

**SCHEDULED HEARINGS**

- 2.1 Considered Assessment Appeal number 2019-01 from Diane Richards and Diane DePould, for APN 017-330-0900.

Received comments from County Counsel Margaret Long, County Clerk/Recorder/Assessor Shanna White, Diane Richards, and Senior Financial Analyst Suzie Hawkins.

After deliberations in Closed Session the Board upheld the Assessor's assessed value of APN 017-330-0900 in the amount of \$850,000.

**REGULAR CALENDAR - CONTINUED**

- 3.1 Continued deliberations to the May 5, 2021, Board of Supervisors meeting.

**ADJOURN**

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

**MEETING MINUTES**

**June 2, 2021**

**Chairman  
Supervisor Jeremy Brown - District 4**

**Vice-Chairman  
Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1  
Supervisor Jill Cox - District 2  
Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board  
Margaret E. Long - County Counsel  
Emma Purvis - Deputy Clerk of the Board**

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

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

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

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

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

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

---

## **ZOOM INFORMATION**

This meeting used Zoom due to the coronavirus (COVID-19).

### **Meeting called to order in open session at 9:00 AM**

#### **Pledge of Allegiance**

Pledge led by Supervisor Jill Cox.

### **9:00 AM Closed Session**

- 1.1 Government Code Section 54954.5(f) - Conference with Labor Negotiators  
County's Designated Representatives: Sophia Meyer and Shelly Nelson  
Employee Organizations: Deputy Sheriffs Association, Probation Peace Officers Association and Skilled Trades Unit.

Direction was given to staff.

#### **Public Comment**

Received public comment from Liz McIntosh, Amanda Barrangar, John Vorpahl, Jake Grossman-Crist and Terry Mines.

## **Presentations**

#### **Clerk of the Board**

- 2.1 Received a presentation from LuAnn Pietz regarding her Master's Project: Trinity County Needs and Opportunities Assessment with special input from Lia Clawson and Riley Craig.

## **Consent Calendar**

#### **Auditor/Controller**

- 3.1 Authorized the establishment of a new Special Revenue Fund - Fund 114 - American Rescue Plan Act of 2021 under the County Administrative Office.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.2 Approved amendment number three to the agreement with CliftonLarsonAllen, LLC extending the term to June 30, 2026; increasing the maximum cost by \$369,830; and replacing Exhibit B with Exhibit B1 to provide professional auditing services.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Behavioral Health Services**

- 3.3** Approved an agreement with Empire Recovery Services to provide Drug and Alcohol Services to Trinity County residents on an inpatient basis per Department of Health Care Services requirements.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Clerk of the Board**

- 3.4** Adopted Resolution No. 2021-054 which confirms the continuance of a Local Health Emergency in the County of Trinity due to debris and air quality concerns created by the wildfires.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.5** Adopted Resolution No. 2021-055 which confirms the continuance of a Local Health Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.6** *This item was pulled from the Consent Calendar and considered separately.*

Found no objection to the issuance of a daily alcoholic beverage license to the North Fork Grange to serve alcoholic beverages at their concert to be held at Junction City Community Park in Junction City, CA on June 19, 2021.

**Motion:** Dan Frasier **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan

**Recused:** Keith Groves

- 3.7** *This item was pulled from the Consent Calendar and considered separately.*

Found no objection to the issuance of a daily alcoholic beverage license to the Roderick Senior Center to serve alcoholic beverages at the Summer in the Park events to be held at Hayfork Park in Hayfork, CA on June 12, July 10, and September 11, 2021.

**Motion:** Dan Frasier **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan

**Recused:** Keith Groves

### **District Attorney**

- 3.8** Approved a budget adjustment for Victim Witness - Dept. 8192 decreasing revenues by \$62,578, Salaries & Benefits by \$65,969, Interfund Expense by \$850, and increasing Services & Supplies by \$3,331, and Other Charges by \$910.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Environmental Health**

- 3.9** Adopted Resolution No. 2021-056 authorizing the Director of Environmental Health to sign any documents necessary for eligible grants regarding Trinity County Local Enforcement Agency.

### **Health and Human Services**

- 3.10** Approved a budget adjustment for Welfare - Dept. 5000, decreasing revenue by \$1,700,000 and Services & Supplies by \$48,864, and increasing Transfers In by \$1,700,000, Salaries & Benefits by \$6,802, Interfund expense by \$13,500 and Other Charges by \$28,562; approved a budget adjustment for Categorical Aids - Dept. 5050 - increasing revenues by \$135,000 and decreasing Transfers In by \$135,000; approved a budget adjustment for Realignment Social Services - Dept. 8492 increasing revenues by \$476,561 and Transfers Out by \$976,561; and approved a budget adjustment for HHS Realignment - Dept. 8503 increasing revenues and Transfers Out by \$588,439.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Human Resources**

- 3.11** Adopted Resolution No. 2021-057 approving a salary schedule for Trinity County Employees effective July 1, 2021.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.12** Adopted a new Equal Employment Opportunity Policy reflecting current State and Federal Regulations.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

**Sheriff**

- 3.13** Approved amendment number one to the agreement with the USDA Forest Service - Shasta Trinity National Forest, adding the 2021 Annual Operating Plan & Financial Plan to receive funding to conduct patrol activities in campgrounds within the Shasta Trinity National Forest and authorized the Sheriff to sign the amendment.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.14** Approved amendment number one to the agreement with the USDA Forest Service - Shasta Trinity National Forest adding the 2021 Controlled Substance Annual Operating and Financial Plan to receive funding to conduct operations to suppress manufacturing and trafficking of controlled substances on or affecting National Forest Service Lands and authorized the Sheriff to sign the amendment.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.15** Approved amendment number one to the agreement with the USDA Forest Service - Six Rivers National Forest, add the 2021 Annual Operation Plan & Financial Plan to receive funding to conduct patrol activities in campgrounds within the Six Rivers National Forest and authorized the Sheriff to sign the amendment.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.16** Approved amendment number one to the agreement with the USDA Forest Service - Six Rivers National Forest adding the 2021 Controlled Substance Annual Operating and Financial Plan to receive funding to conduct operations to suppress manufacturing and trafficking of controlled substances on or affecting National Forest Service Lands and authorized the Sheriff to sign the amendment.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.17** Approved amendment number one to the agreement with Relias increasing the number of users and the annual subscription amount by \$1,286.44 to provide an online training academy for Correctional Deputies.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Solid Waste**

- 3.18** Approved an agreement with Tasto, Inc. dba Waste Tire Products to receive, recycle and provide disposal services for electronic waste.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Trinity County Transportation Commission**

- 3.19** Adopted Resolution No. 2021-058 which accepts the definitions for "unmet transit needs" and "reasonable to meet".

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

## **Reports/Announcements**

- 4.1** I. Received reports from County Counsel Margaret Long, Sheriff/Coroner Tim Saxon, and Director of Transportation Rick Tippet.  
II. Received a report from County Administrative Officer Richard Kuhns.  
III. Received reports from Members of the Board of Supervisors.

## **County Matters**

### **Human Resources**

- 5.1** Modified the departmental allocation list for Health & Human Services - Welfare Division to read: Five (5) Account Clerk I/II, or Accounting Technician I/II/Senior, or Accountant I/II/III effective June 2, 2021.

Received comments from Director of Human Resources Shelly Nelson.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Planning and Zoning**

- 5.2** Received an update on the Commercial Cannabis Program from Director of Building and Planning Kim Hunter and Senior Environmental Compliance Specialist David Colbeck.

Received comments from Anna Wright and Jake Grossman-Crist.

- 5.3** Upheld the Planning Commission's decision to deny the renewal of a Commercial Cannabis License for Hurst Family Farms LLC on Assessor's Parcel Number 024-680-32-00 and requested a written finding of fact. (Licensee/Appellant: Hurst Family Farms; CCL #046)

**Motion:** Keith Groves **Second:** Jill Cox **Carried**  
Ayes: Cox, Frasier, Gogan, Groves

**Recused:** Jeremy Brown

### **Solid Waste**

- 5.4** Adopted Resolution No. 2021-058 authorizing Solid Waste to acquire a 2017 Morbark Tub Grinder and finance said equipment with a 5-year lease from Saulsbury Hill Financial, LLC.

**Motion:** Jeremy Brown **Second:** Jill Cox **Carried**  
Ayes: Brown, Cox, Groves  
Nays: Frasier, Gogan

### **Closed Session**

- 6.1** Government Code Section 54954.5(c) - Conference with Legal Counsel - Initiation of Litigation  
No. of Cases: Two

Direction was given to staff.

### **SUBSEQUENT**

- 7.1** Took action to add a letter supporting Trinity County Collaborative Group's draft Environmental Assessment of the Trinity County Collaborative Pilot Roads and Plantations Project, and found that the need to take immediate action came to the attention of the Board subsequent to the agenda being posted. The urgency is that the comment period closes June 2, 2021.

**Motion:** Jill Cox **Second:** Keith Groves **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves



Authorized the Chairman to sign a letter supporting Trinity County Collaborative Group's recommendation to approve the draft of the Environmental Assessment for the Trinity County Collaborative Pilot Roads and Plantations Project.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Cox, Frasier, Gogan, Groves

Absent: Brown

## Adjourn

### TRINITY COUNTY BOARD OF SUPERVISORS

---

Jeremy Brown, Chairman  
Board of Supervisors,  
County of Trinity.  
State of California

Attest:

Richard Kuhns, Psy.D  
Clerk of the Board of Supervisors

By:

---

Deputy

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

**SPECIAL MEETING AGENDA**

**June 4, 2021**

**Chairman  
Supervisor Jeremy Brown - District 4**

**Vice-Chairman  
Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1  
Supervisor Jill Cox - District 2  
Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board  
Margaret E. Long - County Counsel  
Emma Purvis - Deputy Clerk of the Board**

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

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

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

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

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

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

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## **ZOOM INFORMATION**

This meeting used Zoom due to the coronavirus (COVID-19).

### **Meeting called to order in open session at 9:00 AM**

### **Pledge of Allegiance**

Pledge not done.

## **Closed Session**

- 1.1** Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation  
No. of Cases: 1  
Trinity Action Association, Inc. v County of Trinity, et al (Trinity County Superior Court Case No. 19CV001)

Direction was given to staff.

## **Adjourn**

### **TRINITY COUNTY BOARD OF SUPERVISORS**

---

Jeremy Brown, Chairman  
Board of Supervisors,  
County of Trinity.  
State of California

Attest:

Richard Kuhns, Psy.D  
Clerk of the Board of Supervisors

By:

---

Deputy

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

**MEETING MINUTES**

**June 15, 2021**

**Chairman**

**Supervisor Jeremy Brown - District 4**

**Vice-Chairman**

**Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1**

**Supervisor Jill Cox - District 2**

**Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board**

**Margaret E. Long - County Counsel**

**Emma Purvis - Deputy Clerk of the Board**

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## **ZOOM INFORMATION**

This meeting used Zoom due to the coronavirus (COVID-19).

### **Meeting called to order in open session at 9:00 AM**

#### **Pledge of Allegiance**

Pledge led by Supervisor Liam Gogan.

### **9:00 AM Closed Session**

- 1.1** Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation  
No. of Cases: One

*Gund et al. v. County of Trinity et al* (Trinity County Superior Court Case No. 11CV080), (California Supreme Court Appeal No. C076828 3rd District), (Federal Case No: USDC, EDCA Case No. 2:13-cv-00452-TLN-CMK)

No reportable action taken.

#### **Public Comment**

Received public comment from Lisa Wright, Tom Ballanko, and Tammy Brazil.

## **Presentations**

#### **Clerk of the Board**

- 2.1** Received a presentation from Trinity High School's Friday Night Live regarding the youth vaping epidemic in Trinity County.

Received comments from Brandon Dunlap, Cora Barber, Eadon Auston, and Austin Manybanseng.

## **Consent Calendar**

#### **Auditor/Controller**

**3.1** *This item was pulled from consent and considered separately.*

Approved amendment number three to the agreement with Larry Olsen extending the term to June 30, 2024 and increasing the maximum cost to \$23,000 per month to provide public defender services.

Received comments from Assistant Auditor/Controller Christine Gaffney.

**Motion:** Jill Cox **Second:** Keith Groves **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

**3.2** *This item was pulled from consent and considered separately.*

Approved amendment number four to the agreement with Kenneth Allan Miller, extending the contract to June 30, 2024 and increasing the maximum cost to \$23,000 per month.

Received comments from Assistant Auditor/Controller Christine Gaffney.

**Motion:** Jill Cox **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

**Behavioral Health Services**

**3.3** Approved an agreement with Rachaya Unnankas Hall to provide fiscal consulting and Quality Assurance Data Review for Trinity County Behavioral Health (TCBHS).

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

**3.4** Approved an agreement with Kings View to provide Telepsychiatry services to Trinity County Behavioral Health Services clients.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

**3.5** Approved an agreement with Vista Pacifica to provide residential long-term care and rehabilitative services to Trinity County residents in accordance with State and Federal Law.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

**Clerk of the Board**

- 3.6 Approved an agreement with Northern California EMS, INC to provide EMS services to Trinity County.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.7 Approved the regular meeting minutes of May 4, 2021, and May 18, 2021, and the special meeting minutes of May 14, 2021 as submitted by the Deputy Clerk.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.8 Adopted Resolution No. 2021-060 which confirms the continuance of a Local Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.9 Adopted Resolution No. 2021-061 which confirms the continuance of a Local Emergency in the County of Trinity due to wildfires.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.10 Adopted Resolution No. 2021-062 which confirms the continuance of a Local Health Emergency in the County of Trinity due to debris and air quality concerns created by the wildfires.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.11 Adopted Resolution No. 2021-063 which confirms the continuance of a Local Health Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **General Services**

**3.12** *This item was pulled from consent and considered separately.*

Approved amendment number one to the agreement with Hane's Flooring increasing the maximum cost by \$80,000 to remove and replace floor coverings in various County Facilities.

Received comments from County Administrative Officer Richard Kuhns and Director of Transportation Rick Tippet.

**Motion:** Keith Groves **Second:** Jeremy Brown **Carried**

Ayes: Brown, Frasier, Gogan, Groves

Nays: Cox

**Health and Human Services**

**3.13** Approved amendment number one to the addendum with JUMP Technology Services, revising BOUNDS remittance order form to provide online In-Home Supportive Services (IHSS) Provider enrollment, registry, and orientation services via their BOUNDS IHSS Provider Portal to IHSS Public Authority offices.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

**3.14** Approved an agreement with the California Department of Health Care Services for Trinity County to perform Medi-Cal Administrative Activities.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

**Library**

**3.15** Approved a budget adjustment for Library - Dept. 6000 increasing revenues and Services & Supplies by \$7,700.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

**Sheriff**

**3.16** Approved an agreement with Brim Equipment Leasing, Inc. dba Brim Aviation to provide helicopter services for marijuana related operations within Trinity County.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves



- 3.17** Approved an agreement with California Department of Parks and Recreation, Division of Boating and Waterways to conduct boating safety and enforcement activities and adopted Resolution No. 2021-064 which authorizes the Sheriff to accept the FY 2021/2022 California Department of Parks and Waterways, Division of Boating and Waterways Financial Aid Program.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.18** Approved an agreement with Deirdre Amaro, M. D. to perform postmortem autopsies on an as needed basis.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Transportation**

- 3.19** Approved a contract with the Human Response Network to administer the Transportation Assistance Program.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.20** *This item was pulled from consent and considered separately.*

Ratified the Road Commissioner's signature on the agreement with Pace Engineering, Inc. of Redding CA, to provide Right of Way delineation and survey services for the removal of hazard trees created by natural disasters, including the 2020 August Fire Complex.

Received comments from Director of Transportation Rick Tippet and County Administrative Officer Richard Kuhns.

**Motion:** Jill Cox **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 3.21** *This item was pulled from consent and considered separately.*

Ratified the Road Commissioner's signature on the agreement with Trinity Valley Consulting Engineers Inc., of Willow Creek CA to provide Right of Way delineation and survey services for the removal of hazard trees created by natural disasters, including the 2020 August Fire Complex.

Received comments from Director of Transportation Rick Tippet and County Administrative Officer Richard Kuhns.

**Motion:** Keith Groves **Second:** Jill Cox **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Trinity County Transportation Commission**

**3.22** *This item was pulled from consent and considered separately.*

Adopted Resolution No. 2021-065 which allocates Local Transportation Funds (LTF) for FY 21/22 and adopted Resolution No. 2021-066 which allocates State Transit Assistance Funds (STA) for FY 21/22.

Received comments from Director of Transportation Rick Tippet.

**Motion:** Liam Gogan **Second:** Jeremy Brown **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

## **10:00 AM Public Hearings**

### **Trinity County Transportation Commission**

**4.1** Conducted a public hearing regarding potential unmet transit needs that are reasonable to meet.

Received comments from Director of Transportation Rick Tippet.

## **Reports/Announcements**

- 5.1** I. Received reports from Chief Probation Officer Ruby Fierro, Director of Transportation Rick Tippet, Director of Building and Planning Kim Hunter, Director of Health and Human Services Liz Hamilton, County Counsel Margaret Long, and Director of Human Resources Shelly Nelson.  
II. Received report from County Administrative Officer Richard Kuhns.  
III. Received reports from Members of the Board of Supervisors.

## **County Matters**

### **Auditor/Controller**

**6.1** Approved a budget adjustment for County Audit - Dept. 1101 increasing Services & Supplies by \$1,825 and approved a budget adjustment for Contingency - Dept. 9901 decreasing provisions for contingency by \$1,825.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Groves

Abstain: Gogan

- 6.2** Approved a budget adjustment for Public Defender Realignment - Dept. 8501 increasing revenues and Transfers Out by \$1,914; and approved a budget adjustment for Public Defender - Dept. 2170 increasing Transfers In by \$1,914.

**Motion:** Jill Cox **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Groves

Abstain: Gogan

### **Clerk of the Board**

- 6.3** Waived provision 2C of the County Fee Waiver Policy, found that that the Weaverville Lions Club Fourth of July activities provides a public benefit and approved their application for waiver of County fees waiving General Services Lowden Park rental fees in the amount of \$691 and Solid Waste fees in the amount of \$832.

Received comments from County Administrative Officer Richard Kuhns.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**

Ayes: Brown, Cox, Frasier, Groves

Abstain: Gogan

### **County Administrative Office**

- 6.4** Approved a budget adjustment for Probation Asset Seizure - Dept. 8594 increasing Transfers Out by \$7,420; approved a budget adjustment for Asset Seizure DA - Dept. 8588 increasing Transfers Out by \$7,610; approved a budget adjustment for District Attorney - Dept. 2100 increasing Transfers In by \$15,030 and Other Charges by \$24,895; and approved a budget adjustment for Contingency General Fund - Dept. 9901 decreasing provisions for contingency by \$9,867.

**Motion:** Jeremy Brown **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Gogan, Groves

Abstain: Frasier

- 6.5** Adopted Resolution No. 2021-067 which adopts the preliminary budget for FY 21/22, including Reserves, Enterprise Funds and dependent Special Districts in the amount of \$123,824,509.

**Motion:** Liam Gogan **Second:** Jeremy Brown **Carried**

Ayes: Brown, Cox, Gogan, Groves

Abstain: Frasier

### **Environmental Health**

- 6.6** Authorized the Director of Environmental Health to apply to CalEPA to be the regulatory agency and to become the agency lead for the Trinity County California Unified Program Agency (CUPA).

Received comments from Environmental Health Director Kristy Anderson.

**Motion:** Jill Cox **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier

**Recused:** Keith Groves, Liam Gogan

### **Health and Human Services**

- 6.7** Approved amendment number 4 to the agreement with Prentice Long, PC , increasing the monthly cost and changing all reference to Child Protective Services (CPS) to Child Welfare Services (CWS) to provide County Counsel Services.

Received comments from Director of Health and Human Services Liz Hamilton.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Gogan, Groves  
Abstain: Frasier

### **Human Resources**

- 6.8** Pursuant to Trinity County Code Section 2.60.410(A) authorized hiring Candidate No. 00588/Employee ID No. 02399 as a Code Compliance Specialist I at Range G200 Step E in the Cannabis Department effective July 1, 2021.

Received comments from Director of Human Resources Shelly Nelson.

**Motion:** Keith Groves **Second:** Jill Cox **Carried**  
Ayes: Brown, Cox, Gogan, Groves  
Abstain: Frasier

### **Planning and Zoning**

- 6.9** Considered introducing, waiving the reading of and enacting an Interim Urgency Ordinance imposing a temporary moratorium on the issuance of new or the transfer of existing Commercial Cannabis Cultivation Licenses in the Lewiston community area.

Received comments from Director of Building and Planning Kim Hunter, Matthew Jefferson, Rhoda Cain, Daniel Cucchi, Ric Leutwyler, Patrick Bertraneu, Adrien Keys, Sam Brinkley, Eddie Fernandez, Natalie Koehler, Heidi Miller, Ana Wright, Nancy Anderson, Lisa Wright, Laurie Wills, Kristel Bell, Tom Ballanko, Patrick Macnamera, Judi Nelson, Sue Leutwyler, Charles Bertraneu, and Environmental Health Director Kristy Anderson.

Deny an Interim Urgency Ordinance imposing a temporary moratorium on the issuance of new or the transfer of existing Commercial Cannabis Cultivation Licenses in the Lewiston community area.

**Motion:** Liam Gogan **Second:** Failed due to lack of a second

Introduced, waived the reading of and enacted Interim Urgency Ordinance No. 315-850 imposing a temporary moratorium on the issuance of new or the transfer of existing Commercial Cannabis Cultivation Licenses in the Lewiston community area with the revisions to Section 3.A reading, "During the term of this interim ordinance, no new Commercial Cannabis Cultivation Licenses shall be issued within the Lewiston Opt Out Extension area. Current Commercial Cannabis Cultivation Licensees within the Lewiston Opt Out Extension area can transfer their licenses to properties outside of the Lewiston Opt Out Extension area or to a new owner of thier legally licensed property within the Lewiston Opt Out Extension area, pursuant to County Code," and the change of any references of "Industrial Hemp" to "Commercial Cannabis".

**Motion:** Keith Groves **Second:** Jill Cox **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

## **Transportation**

**6.10** Adopted Resolution No. 2021-068 approving the FY 21/22 List of Projects/Work Plan for funding from the Road Maintenance and Rehabilitation Account (RMRA).

Received comments from Director of Transportation Rick Tippet.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

## **Closed Session**

**7.1** Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation

No. of Cases: 2

Trinity Action Association, Inc. v County of Trinity, et al (Trinity County Superior Court Case No. 19CV001)

Wilhite v. Trinity County (Trinity County Superior Court Case No. 21CV054)

Direction was given to staff.

**7.2** Government Code Section 54954.5(e) - Public Employee Evaluation: County Administrative Officer

Direction was given to staff.

# Adjourn

## TRINITY COUNTY BOARD OF SUPERVISORS

---

Jeremy Brown, Chairman  
Board of Supervisors,  
County of Trinity.  
State of California

Attest:

Richard Kuhns, Psy.D  
Clerk of the Board of Supervisors

By:

---

Deputy

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

**SPECIAL MEETING AGENDA**

**June 24, 2021**

**Chairman**

**Supervisor Jeremy Brown - District 4**

**Vice-Chairman**

**Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1**

**Supervisor Jill Cox - District 2**

**Supervisor Liam Gogan - District 3 - Absent**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board**

**Margaret E. Long - County Counsel**

**Emma Purvis - Deputy Clerk of the Board**

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

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

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

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

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

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

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## ZOOM INFORMATION

This meeting used Zoom due to the coronavirus (COVID-19).

## Meeting called to order in open session at 10:45 AM

## Pledge of Allegiance

Pledge led by Supervisor Dan Frasier.

## County Matters

### Clerk of the Board

- 1.1 Pursuant to County Policy Number 3-93 found no objection to the issuance of a Catering Authorization to CG Foods for Diamond W Productions to serve alcohol during the annual Fourth of July activities in the arena area of Lowden Park in Weaverville, CA on July 2 & 3, 2021.

**Motion:** Jeremy Brown **Second:** Jill Cox **Carried**

Ayes: Brown, Cox, Frasier

Absent: Gogan

**Recused:** Keith Groves

## Adjourn

## TRINITY COUNTY BOARD OF SUPERVISORS

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Jeremy Brown, Chairman  
Board of Supervisors,  
County of Trinity.  
State of California

Attest:

Richard Kuhns, Psy.D  
Clerk of the Board of Supervisors

By:

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Deputy



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

**SPECIAL MEETING AGENDA**

**July 1, 2021**

**Chairman  
Supervisor Jeremy Brown - District 4**

**Vice-Chairman  
Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1  
Supervisor Jill Cox - District 2  
Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board  
Margaret E. Long - County Counsel  
Emma Purvis - Deputy Clerk of the Board**

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## **ZOOM INFORMATION**

This meeting used Zoom due to the coronavirus (COVID-19).

**Meeting called to order in open session at 1:00 PM**

**Pledge of Allegiance**

## **Closed Session**

- 1.1** Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation  
No. of Cases: 1  
Trinity Action Association, Inc. v County of Trinity, et al (Trinity County Superior Court Case No. 19CV001)

Direction was given to staff.

## **Adjourn**

### **TRINITY COUNTY BOARD OF SUPERVISORS**

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Jeremy Brown, Chairman  
Board of Supervisors,  
County of Trinity.  
State of California

Attest:

Richard Kuhns, Psy.D  
Clerk of the Board of Supervisors

By:

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Deputy

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

**MEETING MINUTES**

**July 7, 2021**

**Chairman  
Supervisor Jeremy Brown - District 4**

**Vice-Chairman  
Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1  
Supervisor Jill Cox - District 2  
Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board  
Margaret E. Long - County Counsel  
Emma Purvis - Deputy Clerk of the Board**

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## **ZOOM INFORMATION**

This meeting used Zoom due to the coronavirus (COVID-19).

### **Meeting called to order in open session at 9:00 AM**

#### **Pledge of Allegiance**

Pledge led by Supervisor Dan Frasier.

### **9:00 AM Closed Session**

- 1.1 Government Code Section 54954.5(f) - Conference with Labor Negotiators  
County's Designated Representatives: Sophia Meyer and Shelly Nelson  
Employee Organizations: Deputy Sheriffs Association, Probation Peace Officers Association and Skilled Trades Unit.

#### **Public Comment**

Received public comment from Tom Stokely, Clark Tuthill, Leeland Thomas, Pam Mordechai, Russ Giuntini, Lisa Wright, and Tammy Brazil.

## **Consent Calendar**

#### **Auditor/Controller**

- 2.1 Approved amendment number four to the agreement with Carrel's Office Machine to update and include rate charts for all machines to provide maintenance to copiers under Working Capital Copier Trust.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

#### **Behavioral Health Services**

- 2.2 Approved a budget adjustment for Mental Health Services Act CSS - Dept. 8570 increasing Transfers in by \$42,285; and approved a budget adjustment for MHSA Other Funding - Dept. 8577 increasing Transfers Out by \$42,285.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 2.3 Approved an agreement with Willow Glen Care Center to operate the Alpine House, in Weaverville for the 21/22 Fiscal Year.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 2.4 Approved amendment number one to the agreement with Executone to update the Scope of Services and Bid Proposal to provide a new Business Phone system for the Behavioral Health Department.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Board of Supervisors**

- 2.5 Pursuant to Trinity County Fee Waiver Policy found that the Southern Trinity Volunteer Fire Department's (STVFD) Emergency Water Storage System provides a benefit to the County, that this project is not for the purpose of fundraising, and approved STVFD's application for waiver of county fees, waiving the Building Department fees for building permit #E2021-0325, in the amount of \$470.02.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Clerk of the Board**

- 2.6 Adopted Resolution No. 2021-069 which confirms the continuance of a Local Health Emergency in the County of Trinity due to debris and air quality concerns created by the wildfires.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 2.7 Adopted Resolution No. 2021-070 which confirms the continuance of a Local Health Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 2.8 *This item was continued to July 20, 2021.*

Approve the regular meeting minutes of June 2, 2021 and June 15, 2021 and the special meeting minutes of April 23, 2021, June 4, 2021, and June 24, 2021 as submitted by the Deputy Clerk.

**2.9** *This item was pulled from the consent calendar and considered separately.*

Found that the proposed license will meet the public convenience and necessity, and find no objection to the issuance of an On-Sale Beer and Wine Alcoholic Beverage License to Smokehouse Market, LLC for Smokehouse Market at 4391 Trinity Dam Blvd, Ste B, Lewiston, CA, 96052.

**Health and Human Services**

**2.10** Approved an agreement with the EA Family Services (EA) to provide visitation and supervised visit services and respite care for families engaged in Child Welfare Services.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

**2.11** *This item was pulled from the consent calendar and considered separately.*

Approved amendment number one to the agreement with Jones Electric to provide for purchase and install of 400 amp circuit breaker panel, electrical transfer switch and 100kw generator for the Information Technology to utilize during power outages to sustain email servers.

Received comments from County Administrative Officer Richard Kuhns.

**Motion:** Dan Frasier **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

**2.12** Approved amendment number two to the agreement with Mountain Communities Healthcare District extending the term to June 30, 2022 and increasing the maximum cost by \$20,000 to provide hospital preparedness planning and surge capacity activities.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

**2.13** Authorized the Chairman to sign a letter opposing the proposed In Home Supportive Services fiscal penalty.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

**Sheriff**

- 2.14** Adopted Resolution No. 2021-071 which authorizes the Sheriff to accept the 2021/2022 California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program, in accordance with Harbor and Navigation Code 663.7(e).

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Solid Waste**

- 2.15** Approved amendment number one to the agreement with World Oil Environmental Services extending the term to June 30, 2026 and updating Exhibit B to provide the collection of used oil, compliant metal filters and antifreeze for the Solid Waste and Transportation Departments.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

## **10:00 AM Public Hearings**

### **Planning and Zoning**

- 3.1** Introduced, waived the reading of and extended the Urgency Ordinance enacted on August 18, 2020 imposing a temporary moratorium on the issuance of new, or the transfer of existing, commercial cannabis cultivation licenses in the Rush Creek Opt area for one year.

Received comments from Director of Building and Planning Kim Hunter, Adrien Keys, James Cook, Cecil Brown, Carol Fencil, Lisa Wright, Sally Barrow, Chris Parkin, Susanne Wood, Jim Teller, Laurie Wills, Anna Wright, Veronica Kelly-Albeiz, Matthew Jefferson, Paul Hauser, Ric Leutwyler, and County Counsel Margaret Long.

**Motion:** Keith Groves **Second:** Jill Cox **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

## **Reports/Announcements**

- 4.1** I. Received reports from Treasurer/Tax Collector Terri McBrayer, Director of Building and Planning Kim Hunter, Environmental Health Director Kristy Anderson, and Director of Transportation Rick Tippet.  
II. Received report from County Administrative Officer Richard Kuhns.  
III. Received reports from Members of the Board of Supervisors.

## County Matters

### Board of Supervisors

- 5.1 Appointed Rory Barret to the Planning Commission for District 3, to serve a term concurrent with Supervisor Gogan.

Received comments from Deputy Clerk of the Board Emma Purvis.

**Motion:** Dan Frasier **Second:** Liam Gogan **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### County Administrative Office

- 5.2 Approved a budget adjustment for Board of Supervisors - Dept. 1100 increasing Services and Supplies by \$64,600 and Intrafund Expenses by \$5,400; and approved a budget adjustment for Contingency General Fund - Dept. 9901 decreasing provisions for contingency by \$70,000.

Received comments from County Administrative Officer Richard Kuhns and County Counsel Margaret Long.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### Human Resources

- 5.3 Approved a Master Memorandum of Understanding with the Trinity County Deputy Sheriffs Association establishing salaries and benefits.

Received comments from Director of Human Resources Shelly Nelson.

**Motion:** Jill Cox **Second:** Liam Gogan **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

- 5.4 Approved a Master Memorandum of Understanding with the Trinity County Probation Peace Officers' Association establishing salaries and benefits.

Received comments from Director of Human Resources Shelly Nelson.

**Motion:** Jeremy Brown **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves



- 5.5** Modified the departmental allocation list for Building & Planning - Planning Division to read: One (1) Environmental Compliance Specialist I or Senior, effective July 7, 2021.

Received comments from Director of Human Resources Shelly Nelson.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

- 5.6** Pursuant to Trinity County Code Section 2.60.410(A) authorized hiring Candidate No. 46541333 as an Eligibility Specialist I at Range G171 Step C in Health and Human Services effective July 1, 2021.

Received comments from Director of Human Resources Shelly Nelson.

**Motion:** Keith Groves **Second:** Jill Cox **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

- 5.7** Adopted Resolution No. 2021-072 approving a revised salary schedule for Trinity County Employees retroactively effective July 1, 2021.

Received comments from Director of Human Resources Shelly Nelson.

**Motion:** Jill Cox **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Planning and Zoning**

- 5.8** *This item was pulled from the calendar to be considered at an unknown date.*

Adopt a resolution authorizing the Planning Department to initiate the process to amend the Assessor's Parcel Number 024-390-014 zoning designation from Heavy Commercial (C-3) to Multiple Family (R-3) and the General Plan designation from Commercial (C) to Multifamily Residential (MF-H).

- 5.9** Directed the Director of Building and Planning to submit a(n) appeal(s) regarding Planning Commission actions that do not align with current regulations/ordinances.

Received comments from Director of Building and Planning Kim Hunter, Director of Transportation Rick Tippet, Anna Wright, and Tom Ballanco.

- 5.10** Received an update on the Commercial Cannabis Program from Director of Building and Planning Kim Hunter and Senior Environmental Compliance Specialist David Colbeck.

Received comments from Anna Wright, Dojcilo Scekcic, Lisa Wright, John Brower, and Adrien Keys.

- 5.11** Hold an appeal hearing to uphold, modify, or overturn the Planning Commission's decision to revoke a Conditional Use Permit for the Smith Pit Tailing's Project on Assessor's Parcel Numbers 012-120-62, 012-120-63 and 012-120-64. (Project Applicant/Appellant: Judd Buick P-97-32)

Received comments from Director of Building and Planning Kim Hunter, Senior Environmental Compliance Specialist David Colbeck, Appellant Representative Jeff Swanson, Paul Bollard, Cari Bachelder, Christine Camara, Will Shia, Miceal Bien, Martha Helberg, Liz McIntosh, Amanda Bareger, Elaine Brown, Veronica Kelly-Albiez, Shannon Wilhite, Deidre Brower, Josh Brown, Matthew Gray, Judd Buick, and John Brower.

Remanded the appeal of Planning Commission's decision to revoke a Conditional Use Permit for the Smith Pit Tailing's Project on Assessor's Parcel Numbers 012-120-62, 012-120-63 and 012-120-64 to the Planning Commission without Planning Commissioner McIntosh's involvement, holding the current revocations in place.

**Motion:** Jeremy Brown **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Probation**

- 5.12** Approved budget adjustment for Probation department 2400 increasing revenue by \$19,764, and decreasing fixed assets by \$6,805; approved budget adjustment for Contingency department 9901 increasing provisions for contingency by \$26,569.

Received comments from Business Manager Robi Camacho.

**Motion:** Jeremy Brown **Second:** Dan Frasier **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Closed Session**

- 6.1** Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation  
No. of Cases:2  
Purdue Pharma L.P. (Case No. 19-23649) - **Direction was given to staff.**  
Trinity Action Association Inc, v County of Trinity et al (Trinity County Superior Court Case No. 19CV001) - **Continued to July 7, 2021 Board meeting.**

Received comments from John Brower.

- 6.2** Government Code Section 54954.5(e) - Public Employee Evaluation: County Administrative Officer

Continued to July 20, 2021 Board meeting.

## Adjourn

### TRINITY COUNTY BOARD OF SUPERVISORS

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Jeremy Brown, Chairman  
Board of Supervisors,  
County of Trinity.  
State of California

Attest:

Richard Kuhns, Psy.D  
Clerk of the Board of Supervisors

By:

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Deputy

## TRINITY COUNTY

### Item Report 2.9

Meeting Date: 7/20/2021

Department:  
Probation/Collections

Contact:  
Robi Camacho

Phone:  
530 623-1204 x124

2.9 Agreement: Tehama County Probation (21-096)

#### **Requested Action:**

Approve an agreement with Tehama County for the housing of delinquent minors in the Tehama County Juvenile Hall.

#### **Fiscal Impact:**

Maximum of \$150,000 over the 2 year terms from the JDF budget.

#### **Summary:**

This contract is necessary to ensure compliance with the state law regarding the secure confinement of delinquent juveniles and will provide for an option to our other contract if they are full or if a minor is found to be unacceptable to their program.

#### **Discussion:**

We have been housing juveniles in the Tehama County Juvenile Hall for nearly two years and it has been a good fit for both agencies. Chief Fierro and Chief Muench have agreed that they would like to extend the terms of our current agreement for two years.

#### **Alternatives Including Financial Implications:**

Deny the agreement and advise staff.

#### **Departmental Recommendation:**

It is staff's recommendation that the Board approve this agreement with Tehama County for the housing of delinquent minors in the Tehama County Juvenile Hall.

#### **ATTACHMENTS:**

Description

Agreement

## **AGREEMENT FOR THE PLACEMENT OF JUVENILES**

THIS AGREEMENT FOR THE PLACEMENT OF JUVENILES ("Agreement") is made and entered into by the County of Trinity, a political subdivision of the State of California ("Sending County"), and the County of Tehama, a political subdivision of the State of California ("Receiving County").

### **RECITALS**

- A. Pursuant to the authority granted under the California Welfare and Institutions Code § 872, Sending County desires to transfer, and Receiving County desires to accept, to the extent there exists accommodations in the Receiving County Juvenile Hall facility beyond the needs of Tehama County, certain individuals under the jurisdiction of Juvenile Court of the Sending County for purposes of continued detention.
- B. The Probation Officer of the Sending County shall consult with Probation Officer of the Receiving County to ascertain that there exist accommodations in the Receiving County Juvenile Hall facility beyond the needs of Tehama County prior to making a recommendation for transfer of a juvenile from Sending County to the presiding judge of the Tehama County juvenile court. If transferred pursuant to California Welfare and Institutions Code § 872, Sending County's Juvenile Court shall designate, in accordance with Section 872, the juvenile detention facility in Receiving County as the location for the detention of minors.
- C. This Agreement memorializes the terms and conditions mutually agreed to between Sending County and Receiving County with respect to the housing of individuals pursuant to the above-referenced statutes, or as required.

### **AGREEMENT**

- 1. Term. This Agreement shall commence on July 1, 2021, and shall terminate on June 30, 2023, unless terminated earlier in accordance herewith.
- 2. Acceptance of Minor; Housing. Upon the presentation of an Order of the Sending County's Juvenile Court, or such other documentation as required to the Receiving County's Probation Officer, and completion of Receiving County's admission procedures, Receiving County shall accept from Sending County that person(s) identified by Sending County for transfer, and shall thereafter provide housing as required by California Welfare and Institutions Code and applicable law.
- 3. Compensation; Payment. In consideration for the housing of any individual, Sending County shall provide compensation to the Receiving County at the rate of One Hundred Fifty and no/100 Dollars (\$150.00) per day per person ("Daily Rate"). In no event will the cost to Sending County exceed the maximum sum of \$150,000 for the

cost of all juveniles transferred to Receiving County for the term of the Agreement. The Daily Rate shall not include expenses associated with:

- a. Providing medical care and treatment to any individual;
- b. Providing dental care and treatment to any individual
- c. Transportation services associated with transferring an individual in or out of the Receiving County;
- d. Any good or service, the cost for which is accepted by law.

Any expense not included in the Daily Rate is billed in addition to the Daily Rate. Receiving County shall provide a monthly invoice to Sending County for amounts owed. Amount shall become due upon receipt of invoice. Sending County shall pay all amounts due within 30 days of receipt of invoice.

Refusal; Return of Individual. At any time during the term of this Agreement, Receiving County may refuse to accept an individual from Sending County.

4. Receiving County's Probation Officer determines appropriateness of youth placed by Sending County. Further, if at any time during the term of this Agreement, the Receiving County's Probation Officer decides, at his or her sole and absolute discretion, that the Receiving County can no longer accommodate an individual, the Receiving County may return individual(s) to Sending County. Reasonable notice, determined on the facts and circumstances available, shall be provided if Receiving County will refuse to accept from, or return an individual to, Sending County.
5. Notification In Circumstances of Emergency. Receiving County shall notify Sending County as soon as reasonably possible:
  - a. Upon the occurrence of an unauthorized departure by an individual being housed by the Receiving Party pursuant to this Agreement; or
  - b. When an individual being housed by the Receiving Party pursuant to this Agreement become seriously ill or injured.
6. Indemnification. Each party shall defend, release, hold harmless, and indemnify the other, and the other's respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and deposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any

documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.

7. Termination. Either party may terminate this Agreement upon 30 days written notice to the other party.
8. Confidentiality.
  - a) Maintenance of Confidential Information: Confidential information is defined as all information disclosed to or created by RECEIVING COUNTY which relates to the past, present, and future activities, as well as activities under this agreement of any juvenile transferred by Sending County. Receiving County shall hold all such information as it may receive or create, if any, in trust and confidence, except with the prior written approval of Sending County's Probation Officer. Upon cancelation or expiration of this Agreement, to the extent permitted by law, Receiving County shall return to Sending County all written descriptive matter which contains any such confidential information.
9. Assignment. The rights and obligations associated with this Agreement may not be assigned to any other party without the prior written consent of the parties. Any attempted or purported assignment is void and of no legal effect.
10. Waiver. A waiver by either party of any breach of any term, covenant or condition contained in this Agreement or a waiver of any right or remedy of such party available under this Agreement, whether at law or in equity, is not deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this Agreement or of any continued or subsequent right to the same right or remedy. No party is deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
11. Insurance. Sending County and Receiving County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
12. Binding. The terms and condition of this Agreement shall be binding upon and inure to the benefit of the parties, and each party's successors and assigns.
13. Amendments. No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties
14. Severability. If any term, covenant, condition of provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidate.

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

Receiving County: Tehama County Probation Department  
Richard Muench, Chief Probation Officer  
PO Box 99  
Red Bluff, CA 96080  
Telephone: (530) 527-4052 x 3026  
Fax: (530) 527-1579

Sending County: Trinity County Probation Department  
Ruby Fierro, Chief Probation Officer  
PO Box 158  
Weaverville, CA 96093  
Telephone: (530) 623-1204 x 132  
Fax: (530) 623-1237

16. Governing Law; Venue. It is agreed by the parties that unless otherwise expressly waived by them, any action brought to enforce any of the provisions of this Agreement or for declaratory relief under this Agreement shall be filed and remain in a Court of competent jurisdiction in the County of Tehama, State of California. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
17. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term and condition herein.
18. Authority. Signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated.
19. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and it supersedes any prior agreements, discussions, commitments, or representations, written or oral, between the parties. Unless set forth in this Agreement, neither party is liable to any representations made express or implied.



IN WITNESS WHEREOF, the parties have executed this Agreement, this

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

*“Sending County”*

COUNTY OF TRINITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Chair, Trinity County Board of  
Supervisors

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Trinity County Counsel

*“Receiving County”*

COUNTY OF TEHAMA

By: \_\_\_\_\_  
Richard Muench, Chief Probation Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Tehama County Counsel

## TRINITY COUNTY

### Item Report 2.10

Meeting Date: 7/20/2021

Department:  
Transportation

Contact:  
Richard Tippet

Phone:  
(530)623-1365

2.10 Agreement: Airport Coronavirus Response Grant Program (ACRGP) (21-100)

#### **Requested Action:**

Accept a grant offering in the amount of \$9,000 for Trinity Center Airport and ratify the Director of Transportation's signature, executing the documentation necessary to receive the grant. Subject to routing for form and content.

#### **Fiscal Impact:**

Revenue in the amount of \$9,000 to Airport Operations - Dept 1852.

#### **Summary:**

The Airports Coronavirus Response Grant Program (ACRGP) is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act) to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Currently, Trinity Center Airport is the only classified airport in our system. Staff is working with FAA to reestablish Hayfork Airport as a classified airport.

#### **Discussion:**

It is typical that expenses at the Trinity Center Airport exceed available funding. Usually this is balanced out with funds from rental income for emergency use of the airports during fires. These funds will also be used to update the bathroom at the Trinity Center Airport,

Once the funds are accepted, they need to be spent within 4 years.

#### **Alternatives Including Financial Implications:**

Rejecting the allocation means no CRRSA funds for the airports, and funding for proposed work would have to come from other sources. Being funds are extremely limited at the airports, it would be likely that this work would remain pending indefinitely.

#### **Departmental Recommendation:**

Approve requested action and ratify the Director of Transportation's signature.

**ATTACHMENTS:**

Description

Agreement



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date May 14, 2021

Airport/Planning Area Trinity Center Airport

ACRGP Grant Number 3-06-0260-011-2021

Unique Entity Identifier 883965394

TO: County of Trinity  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 16, 2021, for a grant of Federal funds at or associated with the Trinity Center Airport, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Trinity Center Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Trinity Center incurred no

earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$9,000, allocated as follows:
 

\$9,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
  - c. Close out and Termination.
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor



does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 28, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**  
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).



- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
    - A. Associated with performance under this ACRGP grant; or
    - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.



d. Our right to terminate unilaterally that is described in paragraph A of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

**20. Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

### **SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS**

#### **CONDITIONS FOR ROLLING STOCK/EQUIPMENT -**

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### **CONDITIONS FOR UTILITIES AND LAND -**

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Dated \_\_\_\_\_

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Holly L. Dixon, P.E. for*

\_\_\_\_\_  
(Signature)

Laurie J. Suttmeier

\_\_\_\_\_  
(Typed Name)

ADO Manager

\_\_\_\_\_  
(Title of FAA Official)

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated May 14, 2021

County of Trinity

*(Name of Sponsor)*

By: 

*(Type Name of Sponsor's Designative Official/Representative)*

Title: DOT Director

*(Title of Sponsor's Designative Official/Representative)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Margaret Long, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at 5-17-21

By:   
(Signature of Sponsor's Attorney)



## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq. <sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. <sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. <sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. <sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

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#### FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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#### SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

##### 1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### 2. Responsibility and Authority of the Sponsor.

###### a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing



and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and



operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

#### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

#### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan



as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **20. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration
 

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

  - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **County of Trinity**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.



**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 16, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)



## TRINITY COUNTY

### Item Report 2.11

Meeting Date: 7/20/2021

Department:  
Trinity County Transportation  
Commission

Contact:  
Rick Tippet

Phone:  
(530) 623-1365

#### 2.11 Resolution: Unmet Transit Needs

##### **Requested Action:**

Adopt a resolution that finds that there are no unmet transit needs in Trinity County that are reasonable to meet.

##### **Fiscal Impact:**

No fiscal impact.

##### **Summary:**

As a recipient of Transit Development Act (TDA) Funds and in accordance with Public Utilities Code 99401.5 (Exhibit A), the Trinity County Transportation Commission (TCTC) is required to administer the annual Unmet Transit Needs (UTN) process each year. The purpose of this process is to identify potential unmet transit needs of the jurisdiction and those needs that are reasonable to meet prior to making any TDA allocations of Local Transportation Funds (LTF) or State Transit Assistance Funds (STA). During this process, at least one public hearing must be held to solicit comments from the public on unmet transit needs. This opportunity was offered at the Social Services Transportation Advisory Council (SSTAC) meeting on May 27<sup>th</sup> 2021 and as a Public Hearing at the Trinity County Transportation Commission on June 15, 2021.

##### **Discussion:**

**Public Participation Advertisement:** Public outreach was conducted by Commission staff from May 12, 2021 through June 15, 2021 in the form of surveys available on Trinity Transit buses, public notices, and the SSTAC meeting on May 27<sup>th</sup>, 2021. Notice of the SSTAC meeting and Trinity County Transportation Commission Public Hearing was published as a legal ad in the Trinity Journal on May 12, 19, and 26, 2021 (Exhibit B). The same notice was posted in Trinity Transit, the Trinity Transit website, Trinity County Library, Trinity County Courthouse, and Trinity County Department of Transportation.

##### **Received Comments:**

No public comments were received via email, phone, or writing. At the May 27, 2021 SSTAC meeting, staff received verbal comments from SSTAC members and the public. Two comments were received at the meeting (Table A):

Table A FY 21/22 Unmet Transit Needs	
<i>Transit Request</i>	<i>Staff Recommendation</i>
Request for a bus transport/shuttle service for mountain bikers and kayakers to various locations during peak times.	A transit service to outdoor recreational areas is not operationally feasible. A 26-passenger medium-duty bus cannot safely haul kayaks and other large equipment to secluded recreational areas of the County. Trinity Transit has a mini-van, but does not have a way to transport mountain bikes, kayaks, or other large outdoor recreational gear. The procurement of a mini-van with specifications that can transport such equipment will be explored in the next update of Trinity Transit's Short-Range Transit Development Plan.
Utilizing the Senior Bus for more than just transport back and forth to the Senior Center	According to the Short-Range Transit Development Plan for FY 20/21 to 24/25, "the Golden Age Center provides transportation Monday through Thursday to older adult residents of Weaverville who are attending the GAC luncheon or other programs. Trips are also provided for other purposes in the general Weaverville area to all residents, between about 10:00am and 2:00pm. Trips are scheduled into Redding for shopping, particularly during the December holiday period. The available service is constrained by funds available to pay the driver who works between 16 to 20 hours per week, supported by AAA Title IIIb funding," if available. Golden Age Center intends to reopen for regular fixed route service, and will coordinate with Trinity Transit to ensure there are more available transportation resources for seniors.

**Public Hearing:** The June 15, 2021, the Trinity County Transportation Commission public hearing received no comment for unmet transit needs.

#### **Alternatives Including Financial Implications:**

- 1) Adopt a resolution which finds that there are no unmet transit needs.
- 2) Adopt a resolution which finds that there are no unmet transit needs that are reasonable to meet.
- 3) Adopt a resolution which finds that there are unmet transit needs, including needs that are reasonable to meet. If the TCTC finds there are unmet transit needs, including needs that are

reasonable to meet, this item should be continued to the next meeting.

Fiscal impact would be based on direction provided. Current recommended action will have no fiscal impact.

**Departmental Recommendation:**

Adopt a resolution that finds that there are no unmet transit needs in Trinity County that are reasonable to meet.

**ATTACHMENTS:**

Description

Public Utilities Code Section 99401.5

Affidavit of Publication

Resolution

**PUBLIC UTILITIES CODE**

**Section 99401.5**

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99401.5. Prior to making any allocation not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, or any allocation for purposes of subdivision (f) of Section 99400, the transportation planning agency shall annually do all of the following:

(a) Consult with the social services transportation advisory council established pursuant to Section 99238.

(b) Identify the transit needs of the jurisdiction which have been considered as part of the transportation planning process, including the following:

(1) An annual assessment of the size and location of identifiable groups likely to be transit dependent or transit disadvantaged, including, but not limited to, the elderly, the disabled, including individuals eligible for paratransit and other special transportation services pursuant to Section 12143 of Title 42 of the United States Code, the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and persons of limited means, including, but not limited to, recipients under the CalWORKs program.

(2) An analysis of the adequacy of existing public transportation services and specialized transportation services, including privately and publicly provided services necessary to implement the plan prepared pursuant to Section 12143(c)(7) of Title 42 of the United States Code, in meeting the transit demand identified pursuant to paragraph (1).

(3) An analysis of the potential alternative public transportation and specialized transportation services and service improvements that would meet all or part of the transit demand.

(4) An analysis of the need to acquire or lease vans and related equipment for a farmworker vanpool program pursuant to subdivision (f) of Section 99400. This analysis is only required, however, upon receipt by the transportation planning agency of a request of an interested party identifying a potential need.

(c) Identify the unmet transit needs of the jurisdiction and those needs that are reasonable to meet. The transportation planning agency shall hold at least one public hearing pursuant to Section 99238.5 for the purpose of soliciting comments on the unmet transit needs that may exist within the jurisdiction and that might be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services. The definition adopted by the transportation planning agency for the terms “unmet transit needs” and “reasonable to meet” shall be documented by resolution or in the minutes of the agency. The fact

that an identified transit need cannot be fully met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet. An agency's determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the need for streets and roads.

(d) Adopt by resolution a finding for the jurisdiction, after consideration of all available information compiled pursuant to subdivisions (a), (b), and (c). The finding shall be that (1) there are no unmet transit needs, (2) there are no unmet transit needs that are reasonable to meet, or (3) there are unmet transit needs, including needs that are reasonable to meet. The resolution shall include information developed pursuant to subdivisions (a), (b), and (c) which provides the basis for the finding.

(e) If the transportation planning agency adopts a finding that there are unmet transit needs, including needs that are reasonable to meet, then the unmet transit needs shall be funded before any allocation is made for streets and roads within the jurisdiction.

(f) The transportation planning agency shall not allocate funds for purposes of subdivision (f) of Section 99400 until all of the capital and operating funds necessary to meet unmet transit needs that are reasonable to meet are allocated. The transportation planning agency shall not reduce funding to existing public transportation services, specialized transportation services, or facilities for the exclusive use of pedestrians and bicycles in order to allocate funds for purposes of subdivision (f) of Section 99400. The transportation planning agency shall not allocate funds under subdivision (f) of Section 99400 if the allocation replaces other federal, state, or local funds used to fund commuter vanpools by a county, city, transportation planning agency, or transit district.

(Amended by Stats. 2012, Ch. 769, Sec. 17. (AB 2679) Effective January 1, 2013.)





CONTRIBUTED

## Grange work party cleans up

The North Fork Grange held a work party on Saturday, May 22, at the Junction City Park. Twenty-four members and friends joined in to clean Highway 299 from Canyon Creek bridge to Slaterly pond and did a park cleanup including mowing fields, cutting trees and pulling Scotch broom in preparation for the organization's upcoming June 19 free music event.



## Six Rivers completes environmental analysis for Three Forks Project

The Six Rivers National Forest's Mad River Ranger District recently completed the environmental analysis of the Three Forks Salvage Project. Acting Forest Sup. Kathleen Mick signed the Decision Memo in April 2021.

The Three Forks Project is the first step in meeting post-fire recovery needs identified as a result from last year's devastating August Complex wildfires. The decision aims to balance the need to begin making post-fire conditions across the landscape more resilient by decreasing post-fire fuels so fire-damaged watersheds and habitats can recover and provide for human safety, while acknowledging the importance of providing forestry-related jobs and timber to offset economic/job losses from the August Complex.

Mad River District Ranger Kristen Lark commented that "The Six Rivers NF is fortunate to have strong collaborative relationships with our partners and an active and involved public. This project is a direct result of working together toward common goals of public safety and economic recovery."

The Three Forks Project strategically treats fire-killed trees (100 percent mortality) and includes 126 acres of commercial ground-based salvage harvest, removal of roadside hazard trees along 26 miles of select Trinity County and National Forest System roads open

for public access and those required to transport logs, as well as additional non-commercial hazardous ground fuels treatments within salvage units and roadside treatment areas. Treatments will yield commercial outputs, such as sawlogs and provide for personal-use firewood opportunities.

The Mad River Ranger District understands the need to expedite harvest of fire-killed trees to recover remaining economic value and reduce hazard trees along public roads while doing it in a way that protects cultural and natural resources. For that reason, the project restricts commercial timber harvesting to trees with 100 percent mortality, targets the most imminent hazards and trees most prone to rapid wood decay, while prohibiting treatments in nest groves and suitable northern spotted owl nesting, roosting and foraging habitats.

According to Kristen Lark, "The Three Forks Project represents the first step in our post-fire recovery efforts on the land, but it is also a critical step in recovering the spirit of the people that live and work in this community."

For more information about the Three Forks Project, contact Kristen Lark, Mad River district ranger, at 707-574-6845, kristen.lark@usda.gov, or visit [www.fs.usda.gov/project/?project=59645](http://www.fs.usda.gov/project/?project=59645).

## New Shasta-Trinity National Forest Sup. Rachel Birkey arrives

Shasta-Trinity National Forest welcomes the new forest supervisor, Rachel Birkey.

As a leader and former adviser to the USDA Forest Service, Birkey brings a wealth of knowledge to the forest and region. For the past 17 years at the USDA Office of the General Counsel (OGC), Birkey partnered with the Forest Service to help the region's forests achieve their mission through her legal advocacy, advice and counsel. Birkey launched the first-of-its-kind Forest Service interagency fire cost recovery program, leading the legal team that recovered funds used to rehabilitate hundreds of thousands of acres of fire-ravaged lands in the region.

She also developed and led innovative supervisory training courses and provided legal counsel on a broad spectrum of risk-management issues within the natural resources, fire and aviation management, law enforcement, financial administration, and grants and agreements programs. She received honors for her work in Forest Service fire litigation from the Secretary of the Department of Agriculture, the United States Attorney for the Central District of California, and the United States Attorney for the Southern District of California.

Birkey's experience with myriad Forest Service

programs and policies led her to explore taking a more direct role in Forest Service management. To gain a deeper understanding of the Forest Service, Birkey served in two special assignments. In 2012, she co-lead the Angeles National Forest in Southern California as acting deputy forest supervisor and in 2015, she served as an executive regional leader in the role of acting deputy regional forester for Business Operations at the Pacific Southwest Region.

Birkey received her bachelor's degree from the University of California, Santa Barbara, in 1997 and her Juris Doctor from the University of California, Berkeley School of Law in 2001. In her free time, she enjoys backpacking with her husband, Scott, and looks forward to hiking the Shasta-Trinity National Forest. She also enjoys reading a good mystery novel and exploring her new Redding community with her two Shih Tzu dogs, Sammie and Dee Dee.

"It is an honor to have the opportunity to serve the public and lead an amazing team of forest employees as the new forest supervisor for the Shasta-Trinity National Forest," Birkey said. "I look forward to connecting with our partners and surrounding communities as we continue the forest's important work on this beautiful landscape."

## Wildfire safety webinar

Pacific Gas and Electric Company is hosting a wildfire safety webinar for Humboldt, Mendocino, Siskiyou and Trinity county residents from 6 to 7:30 p.m. today, May 26, as part of its efforts to improve Public Safety Power Shutoff events for customers and communities as the wildfire risk in California continues to grow.

During the webinar, subject matter experts will give a brief presentation after which participants will have the opportunity to ask questions and share experiences.

The event can be accessed through the link or dial-in below or through PG&E's website, [pge.com/firesafety-webinars](http://pge.com/firesafety-webinars).

Click this link to join: [bit.ly/3anyE1H](http://bit.ly/3anyE1H)

Attendee Dial-in: 1-866-501-6088

Conference ID: 8080444

More info. and resources to help prepare for and stay safe in the event of an emergency can be found at PG&E's Safety Action Center at [safetyactioncenter.pge.com](http://safetyactioncenter.pge.com).

To learn more about PG&E's Community Wildfire Safety Program, visit [pge.com/wildfiresafety](http://pge.com/wildfiresafety).

**MULTI FAMILY YARD SALE**  
- AT THE DOUGLAS CITY STORE -  
**SAT., MAY 29 – 9am to 4pm**  
**Living Room Furniture, Jewelry, Clothes,  
Music Stuff, DVD's & Much More.**

**BIGFOOT INVESTIGATIONS**

**Please Report Sightings - Tracks Vocalizations**

*View the Tom Morris Experience on YouTube*

**Tom Morris**  
**(925) 930-8123**  
**TOMMORRIS@MSN.COM**

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**July 4<sup>th</sup> Fireworks Show**

## Beware dangerously cold, moving water

Despite the dry year, outdoor recreationists who enjoy California rivers and streams should remain aware of dangerously cold, swiftly moving water. Although California's snowpack is about half of normal, rising temperatures are accelerating the snowmelt.

Safety and utility officials urge those who choose to venture near or in water to take extra precautions, especially around hydroelectric facilities and dams, where water flows can change rapidly. Anglers also are encouraged to take precautions as trout season has opened for most California rivers.

"Public safety is our most important responsibility. We encourage everyone recreating in or near water to plan at all times how they can quickly and safely escape in case of changing water flows and cold temperatures," said Jan Nimick, PG&E VP of Power Generation.

Despite the dry year, snow runoff is expected to continue into early summer.

Most California rivers are fed by snowmelt, making them cold even in summer. Simple actions such as recognizing if the water is too cold or swift, knowing your limits, wearing a life jacket and simply not entering the water when conditions seem unsafe can save lives.

**Below are some water safety tips:**

**Stay out of canals, flumes**

► Recreating in canals and flumes is strictly prohibited. Stay off elevated flumes and out of these water conveyances, regardless of who owns them, as they are very dangerous due to slippery sides and fast-moving cold water. Be mindful of signs and warnings. Stay out of areas that are signed as restricted, fenced off or buoy-lined.

**Know the risks**

► Prevention is the best way to save a person from drowning. By the time a person is struggling in the water, a rescue is extremely unlikely and places the rescuer at risk.

► Sudden immersion in cold water can stimulate the "gasp reflex," causing an involuntary inhalation of air or water. It can even trigger cardiac arrest, temporary paralysis, hypothermia and drowning. When faced with swift water, even the strongest swimmers can be easily overwhelmed.

► Cold water entering the ear canal can cause vertigo and disorientation. This can confuse swimmers, potentially causing them to venture deeper into the water.

► Cold water also reduces body heat 25 to 30 times faster than air does at the same temperature and causes impairment that can be fatal.

**Learn about self-rescue techniques**

► If you fall into the water, here are survival tips:

• Don't panic. Try to control your breathing; don't gasp. A sudden, unexpected fall into cold water causes an involuntary gasp (or torso) reflex. It takes less than one-half cup of water in a person's lungs to drown. If you remain calm, you have a greater chance of self-rescue.

• If you have a boat, stay with it. It will help you stay afloat and will be seen more easily by rescuers. If it's capsized and a portion of the craft is above water, try to climb on top.

• Stay afloat with the help of a life jacket, regain control of your breathing and keep your head above water in view of rescuers.

• If possible, remove heavy shoes. Look for ways to increase buoyancy such as by holding onto seat cushions or an ice chest.

• If you're in the water with others, huddle together facing each other to help everyone stay afloat and keep warm.

• If you do fall into a river without a life jacket, keep your feet pointed downstream and turn onto your back.

• If you fall into the water with waders on, roll onto the shore. Wear a belt with waders.

**Know your limits**

► Swimming in open water is more difficult than in a swimming pool – people tire more quickly.

► Many unseen obstacles can be lurking below the water's surface – this is especially the case during spring and early summer snowmelt. Rising water can make these obstacles even more treacherous. Guided trips for inexperienced paddlers are recommended.

**Wear a Coast Guard-approved life jacket**

► Conditions change quickly in open water and even the best swimmers can misjudge the water and their skills when boating or swimming.

**Adult supervision**

► Actively supervise children in and around open bodies of water, giving them your undivided attention. Do not assume that someone is watching them. Appoint a designated "water watcher," taking turns with other adults. Use the buddy system and never swim alone.

**DO YOU OR SOMEONE YOU CARE ABOUT HAVE TRANSPORTATION NEEDS THAT ARE NOT BEING MET?**

**THE TRINITY COUNTY TRANSPORTATION COMMISSION (TCTC)** is in the process of reviewing annual Unmet Needs for 2021. This process is completed each year to consider transportation needs in Trinity County. Now is the time to tell us if you have transportation needs that are not being met.

Here are some questions for you to consider:

- Do you live in an area that has transportation needs that are not being met?
- Do you have social or medical needs that are not being met because you do not have transportation?
- If you have public transportation in your area, does it operate frequently enough? Go the places you need?

Provide your input one of the following ways:

**Ask your bus driver for a suggestion sheet and give back to them when you've filled it out.**

Or contact Ted Pierce

**Phone** (530) 623-1365 ext 3427

**Email:** [tpierce@trinitycounty.org](mailto:tpierce@trinitycounty.org)

**Write a letter:** addressed to Rick Tippet, Executive Secretary, P. O. Box 2490, Weaverville Ca 96093

**Attend the Social Services Transportation Advisory Council (SSTAC)** public meeting on Thursday May 27<sup>th</sup>, 2021 at 10:00am at the Trinity County Library meeting room or join us on Zoom

Meeting ID: 980 1873 7652 Passcode: 242250

**Attend The Public Hearing:** the public hearing will be held in Weaverville on Tuesday, June 15th, 2021 in the Trinity County Library meeting room at 9am, or by Zoom.

The purpose of the process is to hear comments on any unmet needs that may exist within the jurisdiction of the Transportation Commission and that might be reasonable to meet.



# Affidavit of Publication

*ROP Display ad*

{ Trinity Transit Service  
P.O. Box 2490  
{ Weaverville, CA 96093

STATE OF CALIFORNIA  
SS.  
COUNTY OF TRINITY

Wayne R. Agner of the said County, being duly sworn, deposes and says:

That he is and at all times herein mentioned was a citizen of the United States, over the age of twenty-one years and that he is not a party to, nor interested in the above entitled matter;

That he is the publisher of The Trinity Journal, a newspaper of general circulation published in the Town of Weaverville, County of Trinity, and which newspaper at all times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said Town of Weaverville, County of Trinity, for a period exceeding one year next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

May 12, 19, 26, 2021

I hereby certify under penalty of perjury that the foregoing is true and correct. Executed at Weaverville, California, on the 26th day of May 2021.

Wayne R. Agner  
WAYNE R. AGNER  
Publisher

CS

AFFIDAVIT OF PUBLICATION OF  
PUBLIC HEARING  
"Unmet needs for 2021"  
BY TRINITY JOURNAL

See Attachment

**RESOLUTION NO. 2021-XXX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY SITTING AS THE  
TRINITY COUNTY TRANSPORTATION COMMISSION  
ADOPTING A RESOLUTION WHICH FINDS THERE ARE NO UNMET TRANSIT NEEDS IN  
TRINITY COUNTY THAT ARE REASONABLE TO MEET**

**WHEREAS**, Section 99401.5 of the California Public Utilities Code (PUC) requires transportation planning agencies to annually conduct a public hearing to determine unmet transit needs; and

**WHEREAS**, the Trinity County Transportation Commission (TCTC) has adopted definitions for the terms “unmet transit needs” and “reasonable to meet” at the June 2, 2021 meeting. (Resolution No. 2021-058); and

**WHEREAS**, staff has reviewed current transit services; and

**WHEREAS**, the Social Service Transportation Advisory Council has met to consider transit service within Trinity County; and

**WHEREAS**, interested persons were notified of, and invited to participate in, the public hearing pursuant to PUC, Section 99238.5; and

**WHEREAS**, the TCTC has reviewed the information provided by the Social Services Transportation Advisory Council (SSTAC); and

**WHEREAS**, the TCTC conducted a public hearing on June 15, 2021 to determine if there are any unmet transit needs in Trinity County which are reasonable to meet; and

**WHEREAS**, the TCTC recognizes that, while additional transportation needs have been identified by the SSTAC and general public, these needs do not meet the definitions for both “unmet transit needs” and “reasonable to meet” contained in Resolution No. 2021-058.

**NOW, THEREFORE, BE IT RESOLVED** that the TCTC, does hereby find that at the time of the annual public hearing on transit needs that there were no unmet needs in the County of Trinity which were reasonable to meet.

**DULY PASSED AND ADOPTED** this 20<sup>th</sup> day of July, 2021 by the Board of Supervisors of the County of Trinity, sitting as the Trinity County Transportation Commission by motion, second (/), and the following vote:

AYES: Supervisors  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None

---

JEREMY BROWN, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

RICHARD KUHN, Psy.D.  
Clerk of the Board of Supervisors

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



## TRINITY COUNTY

### Item Report 3.1

Meeting Date: 7/20/2021

Department:  
Planning and Zoning

Contact:  
Kimberly Hunter, Building &  
Planning Director

Phone:  
5306231351 Ext. 2839

#### 3.1 Urgency Ordinance: Lewiston Expansion Licensing Moratorium - 1st Extension

##### **Requested Action:**

Introduce, waive the reading of and extend Urgency Ordinance 315-850 enacted on June 15, 2021, imposing a temporary moratorium on the issuance of new Commercial Cannabis Cultivation Licenses in, and the transfer of existing into, the Lewiston community area for 10 months and 15 days.

##### **Fiscal Impact:**

Fiscal impact unknown.

##### **Summary:**

The Board of Supervisors approved this Urgency Ordinance on June 15, 2021. This is the first extension of the Urgency Ordinance as provided by California Government Code section section 65858.

##### **Discussion:**

On May 5, 2021, the Friends of Lewiston Grass Valley Creek submitted documents to the Planning Department requesting an expansion of the existing Lewiston Opt Out by approving an interim ordinance prohibiting the issuance of new or transferred Commercial Cannabis Cultivation Licenses. Currently there are several commercial cannabis cultivation applications that pending within the proposed opt out area and would be considered as new licenses.

The proposed Lewiston Opt Out Expansion is located to the west and south of the existing Lewiston Opt Out. The area consists of 124 parcels (9 which are either owned by the Bureau of Land Management or the State of California), and includes the following individual neighborhoods which have various zoning districts. The majority of the development in the proposed opt out area is rural residential with open space, commercial, timber and agricultural uses as well. Concerns have been expressed by property owners and residents in the area that include, but are not limited to, the following issues: water quality, water quantity, odor, safety, traffic, odor and cumulative impacts.

The identified opt out expansion area includes parcels in the following neighborhoods:

- Lewiston Road
- Steelhead Circle
- Browns Mountain Road

- Wellock Road
- Oak Ranch Road
- Benvenuto Way
- Lockhart Ranch Road
- Lowden View
- Dirt Road
- Ohio Lane
- Ponderosa Pines
- Riverfront Road
- Coffin Road

**Alternatives Including Financial Implications:**

Reject the proposed item and direct staff.

**Departmental Recommendation:**

Staff recommends that the Board adopt the extension for Urgency Ordinance 315-850.

**ATTACHMENTS:**

Description

Urgency Ordinance 315-850

Staff Report Coversheet for Item 6.9 6/15/21

Ordinance Extension

Communication regarding item

## **ZONING ORDINANCE NO. 315-850**

### **AN URGENCY INTERIM ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY IMPOSING A TEMPORARY MORATORIUM ON THE ISSUANCE OF COMMERCIAL CANNABIS CULTIVATION LICENSES WITHIN THE AREA OF LEWISTON**

The Board of Supervisors of the County of Trinity, State of California, ordains as follows:

#### **SECTION I: PURPOSE AND AUTHORITY.**

The purpose of this urgency ordinance is to create a moratorium on the issuance of new and transferred licenses within the area of Lewiston, identified by the map and list of Assessor's Parcel Numbers hereto attached at "Exhibit A." (Lewiston Opt Out Extension). This urgency ordinance is adopted pursuant to California Constitution Article 11, Section 7, Government Code sections 65800, et seq., particularly section 65858, and other applicable law.

#### **SECTION II: FINDINGS.**

The Board of Supervisors of the County of Trinity makes the following findings in support of the immediate adoption and application of this urgency ordinance:

1. The state and federal law governing the definition and cultivation of commercial cannabis cultivation is complex, evolving, and may adversely affect the public, peace, health, or safety of residents or of visitors to Trinity County.
2. The majority residents and property owners within the Lewiston Opt Out Extension area have signed a petition requesting that commercial cannabis cultivation be prohibited as it has been detrimental to the neighborhoods.
3. There is no feasible alternative to enactment of this moratorium ordinance that will satisfactorily mitigate or avoid the previously identified impacts to the public health, safety and welfare with a less burdensome or restrictive effect.
4. In order to ensure the effective implementation of the County of Trinity's land use objectives and policies, a temporary moratorium on the issuance of new licenses and the transfer establishment and/or approval of commercial cannabis cultivation is necessary.
5. This ordinance complies with State law and imposes reasonable regulations that the Board of Supervisors concludes are necessary to protect the public safety, health and welfare of residents and business within the County.

#### **SECTION III. COMMERCIAL CANNABIS CULTIVATION PROHIBITED**

A. During the term of this interim ordinance, no new Commercial Cannabis Cultivation Licenses shall be issued within the Lewiston Opt Out Extension area. Current Commercial Cannabis

Cultivation Licensees within the Lewiston Opt Out Extension area can transfer their licenses to properties outside of the Lewiston Opt Out Extension area or to a new owner of their legally licensed property within the Lewiston Opt Out Extension area, pursuant to County Code.

B. The provisions of this section shall not be construed to protect any person from prosecution pursuant to any laws that may prohibit the cultivation, sale, distribution, possession, and/or use of controlled substances, or to authorize conduct that is unlawful under state or federal law. As authorized by Government Code section 25132, and except as otherwise provided by state statute, any person or entity violating any provision of this ordinance shall be guilty of a misdemeanor. Moreover, absent a certificate of registration from the federal government, the cultivation of commercial cannabis remains a violation of federal law as of the date of adoption of this ordinance and this ordinance is not intended to, and does not authorize conduct or acts that violate federal law, does not serve in any manner as an obstacle to enforcement of federal law, and does not protect any of the above-described persons from arrest or prosecution under those

#### **SECTION IV. CONFLICTING LAWS.**

For the term of this ordinance, as set forth in Section 8 below, the provisions of this ordinance shall govern. To the extent that there is any conflict between the provisions of this ordinance and the provisions of any other County Code, ordinance, resolution or policy, all such conflicting provisions shall be suspended.

#### **SECTION V. DECLARATION OF URGENCY.**

Based on the findings set forth above, this ordinance is declared to be an urgency ordinance that shall be effective immediately upon adoption by the Board of Supervisors.

#### **SECTION VI. CONFLICTING LAWS.**

For the term of this ordinance, as set forth in Section 8 below, the provisions of this ordinance shall govern. To the extent that there is any conflict between the provisions of this ordinance and the provisions of any other County Code, ordinance, resolution or policy, all such conflicting provisions shall be suspended.

#### **SECTION VIII. CEQA.**


This ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 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). In addition to the foregoing general exemptions, the following categorical exemption applies: section 15308 (actions taken as authorized by local ordinance to assure protection of the environment). There are no unusual circumstances under CEQA Guideline 15300.2(c). Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.

**SECTION VIII. EFFECTIVE DATE AND TERM**

This ordinance is an interim ordinance adopted as an urgency measure pursuant to Government Code section 65858, and it shall be of no further force and effect forty-five (45) days from its date of adoption, unless it is extended by further action of the Board of Supervisors, pursuant to Section 65858.

Introduced, passed and enacted on this 15th day of June 2021, by the Board of Supervisors, of the County of Trinity by motion, second (Groves/Cox), and the following vote:

AYES: Supervisors Cox, Groves, Gogan, Frasier, and Brown  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None


  
\_\_\_\_\_  
JEREMY BROWN, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

RICHARD KUHNS, Psy.D  
Clerk of the Board of Supervisors

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

APPROVED AS TO FORM AND LEGAL EFFECT:

  
\_\_\_\_\_  
Margaret E. Long, County Counsel



# Exhibit A

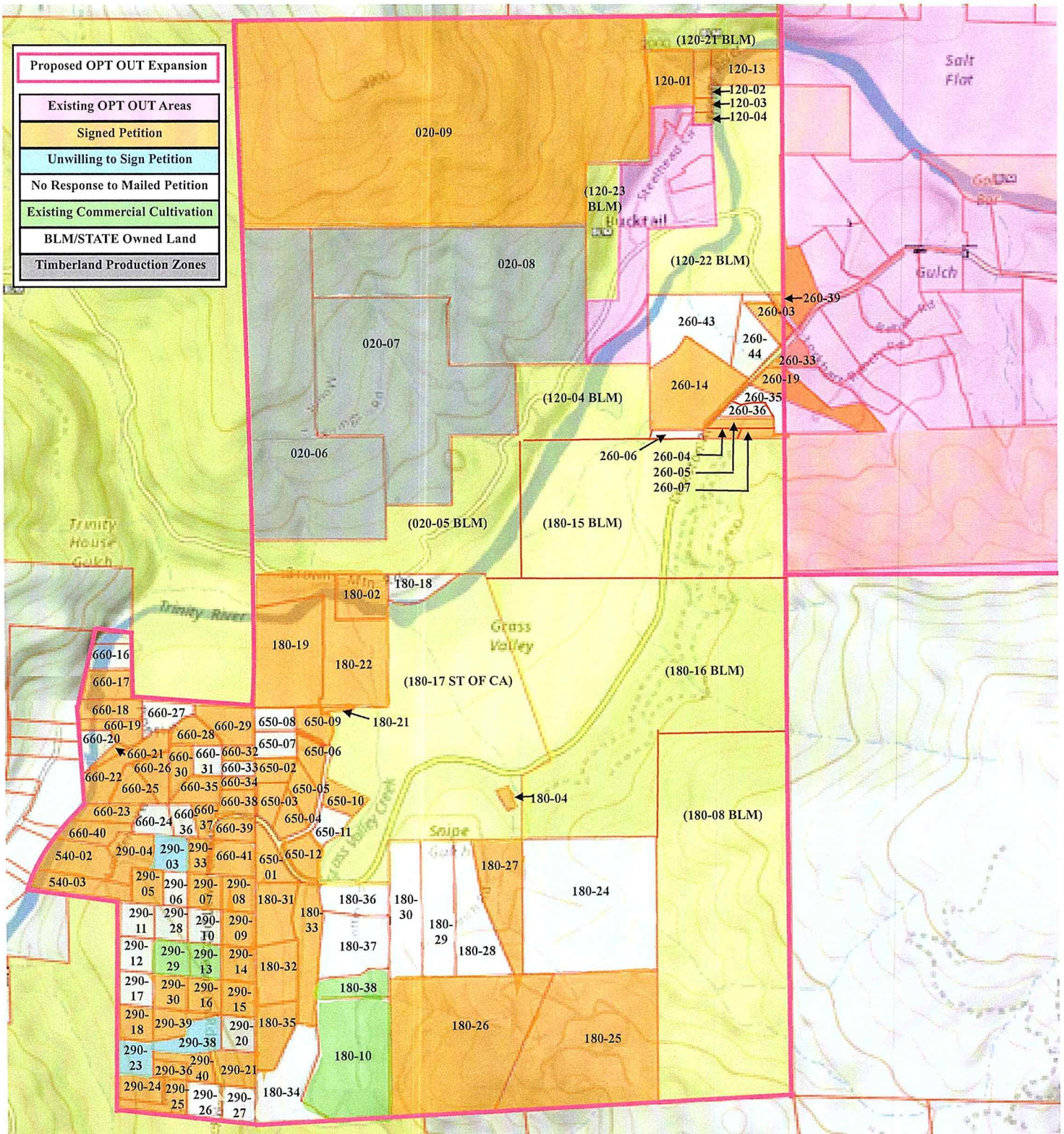




Exhibit A

**FRIENDS OF THE LEWISTON GRASS VALLEY CREEK**  
**OPT OUT EXPANSION - WORKING LIST**  
*as of 4/19/2021*

<b>124</b>	<b>PROPOSED TOTAL PARCELS FOR INCLUSION</b>
<b>Zoned ELIGIBLE for Cannabis Cultivation</b>	
<b>112</b>	<b>Total Parcels</b>
73	SP = Signed Petition in Favor of
3	N = Not in Favor of
4	G = Existing Commercial Cultivation
32	NR = No Response to Mailed Petition
<b>Zoned INELIGIBLE for Cannabis Cultivation</b>	
<b>12</b>	<b>Total Parcels</b>
9	B = BLM/State Owned
3	Z = Timberland Production Zones

APN	PHYSICAL ADDRESS	STATUS	ZONING	OWNER
025-020-05	NOT ADDRESSED	B	A	
025-020-06	1200 MOUNTAIN SRPINGS RD	Z	TPZ	
025-020-07	446 MOUNTAIN SPRINGS RD	Z	TPZ	
025-020-08	356 MOUNTAIN SPRINGS RD	Z	TPZ	
025-020-09	640 BROWNS MOUNTAIN RD	SP	TPZ	
025-120-01	7001 BROWNS MOUNTAIN RD	SP	RR1	
025-120-02	294 STEELHEAD CIRCLE	SP	RR1	
025-120-03	292 STEELHEAD CIRCLE	SP	RR1	
025-120-04	276 STEELHEAD CIRCLE	SP	RR1	
025-120-13	240 BROWNS MOUNTAIN RD	SP	OS	
025-120-21	NOT ADDRESSED	B	OS	
025-120-22	NOT ADDRESSED	B	RR5	
025-120-23	NOT ADDRESSED	B	OS	
025-120-24	NOT ADDRESSED	B	RR1	
025-180-02	5870 BROWNS MOUNTAIN	SP	RR5	
025-180-04	3671 LEWISTON ROAD	SP	A10	
025-180-08	NOT ADDRESSED	B	OS	
025-180-10	310 COFFIN ROAD	G	RR5	
025-180-15	NOT ADDRESSED	B	AF	
025-180-16	NOT ADDRESSED	B	AF	
025-180-17	3700 LEWISTON ROAD	B	A10	
025-180-18	5920 BROWNS MOUNTAIN	NR	RR5	
025-180-19	275 WELLOCK ROAD	SP	A10	
025-180-21	270 WELLOCK	SP	A10	
025-180-22	270 WELLOCK	SP	RR5	
025-180-24	311 OAK RANCH ROAD	NR	AF40	
025-180-25	1551 OAK RANCH ROAD	SP	AF40	
025-180-26	601 OAK RANCH ROAD	SP	AF40	
025-180-27	251 OAK RANCH ROAD	SP	A10	
025-180-28	240 OAK RANCH ROAD	NR	A10	
025-180-29	410 OAK RANCH ROAD	NR	A10	
025-180-30	480 OAK RANCH ROAD	NR	A10	
025-180-31	70 BENVENUTO WAY	SP	RR5	
025-180-32	160 BENVENUTO WAY	SP	RR5	
025-180-33	75 BENVENUTO WAY	SP	RR5	
025-180-34	345 BENVENUTO WAY	NR	RR5	
025-180-35	250 BENVENUTO WAY	SP	RR5	
025-180-36	100 COFFIN ROAD	NR	RR5	



APN	PHYSICAL ADDRESS	STATUS	ZONING	OWNER
025-180-37	150 COFFIN ROAD	NR	RR5	
025-180-38	200 COFFIN ROAD	G	RR5	
025-260-03	2720 LEWISTON ROAD	SP	RR5	
025-260-04	2981 LEWISTON ROAD	SP	A10	
025-260-05	2951 LEWISTON ROAD	SP	A10	
025-260-06	2994 LEWISTON ROAD	NR	RR5	
025-260-07	2987 LEWISTON ROAD	SP	A10	
025-260-14	2872 LEWISTON ROAD	SP	RR5	
025-260-19	90 LOCKHART RANCH	SP	A10	
025-260-33	48 LOCKHART RANCH	SP	A10	
025-260-35	2891 LEWISTON ROAD	NR	A10	
025-260-36	2697 LEWISTON ROAD	NR	A10	
025-260-39	7205 BROWNS MOUNTAIN RD	SP	RR5	
025-260-43	7204 BROWNS MOUNTAIN RD	NR	RR5	
025-260-44	7202 BROWNS MOUNTAIN RD	NR	RR5	
025-290-03	151 S PONDEROSA PINE	N	RR2.5	
025-290-04	271 LOWDEN VIEW	SP	RR2.5	
025-290-05	301 LOWDEN VIEW	SP	RR2.5	
025-290-06	167 S PONDEROSA PINE	NR	RR2.5	
025-290-07	4611 LEWISTON ROAD	SP	RR2.5	
025-290-08	150 DIRT ROAD	SP	RR2.5	
025-290-09	230 DIRT ROAD	SP	RR2.5	
025-290-10	4710 LEWISTON ROAD	NR	RR2.5	
025-290-11	NOT ADDRESSED	NR	RR2.5	
025-290-12	NOT ADDRESSED	NR	RR2.5	
025-290-13	4790 LEWISTON ROAD	G	RR2.5	
025-290-14	250 DIRT ROAD	SP	RR2.5	
025-290-15	300 DIRT ROAD	SP	RR2.5	
025-290-16	4860 LEWISTON ROAD	SP	RR2.5	
025-290-17	NOT ADDRESSED	NR	RR2.5	
025-290-18	NOT ADDRESSED	SP	RR2.5	
025-290-20	310 DIRT ROAD	NR	RR2.5	
025-290-21	5001 LEWISTON ROAD	SP	RR2.5	
025-290-23	161 OHIO LANE	N	RR2.5	
025-290-24	141 OHIO LANE	SP	RR2.5	
025-290-25	150 OHIO LANE	SP	RR2.5	
025-290-26	10 OHIO LANE	NR	RR2.5	
025-290-27	5041 LEWISTON ROAD	NR	RR2.5	
025-290-28	4718 LEWISTON ROAD	NR	RR2.5	
025-290-29	4798 LEWISTON ROAD	G	RR2.5	
025-290-30	4868 LEWISTON ROAD	SP	RR2.5	
025-290-33	41 S PONDEROSA PINE	SP	RR2.5	
025-290-36	211 OHIO LANE	SP	RR2.5	
025-290-38	4930 LEWISTON ROAD	N	RR2.5	
025-290-39	4900 LEWISTON ROAD	SP	RR2.5	
025-290-40	4940 LEWISTON ROAD	SP	RR2.5	
025-290-41	4501 LEWISTON ROAD	SP	RR2.5	
025-540-02	320 LOWDEN VIEW	SP	RR5	
025-540-03	360 LOWDEN VIEW	SP	RR5	
025-650-01	4361 LEWISTON ROAD	SP	RR5	
025-650-02	4428 LEWISTON ROAD	SP	A10	



APN	PHYSICAL ADDRESS	STATUS	ZONING	OWNER
025-650-03	4420 LEWISTON ROAD	SP	A10	
025-650-04	11 WELLOCK ROAD	SP	A10	
025-650-05	121 WELLOCK ROAD	SP	A10	
025-650-06	215 WELLOCK ROAD	SP	A10	
025-650-07	221 WELLOCK ROAD	NR	A10	
025-650-08	227 WELLOCK ROAD	NR	A10	
025-650-09	237 WELLOCK ROAD	SP	A10	
025-650-10	110 WELLOCK ROAD	SP	A10	
025-650-11	100 WELLOCK ROAD	NR	A10	
025-650-12	20 WELLOCK ROAD	SP	A10	
025-660-16	161 RIVERFRONT ROAD	NR	RR5	
025-660-17	121 RIVERFRONT ROAD	SP	RR5	
025-660-18	400 PONDEROSA PINES	SP	RR5	
025-660-19	390 PONDEROSA PINES	SP	RR5	
025-660-20	381 PONDEROSA PINES	NR	RR5	
025-660-21	361 PONDEROSA PINES	SP	RR5	
025-660-22	341 PONDEROSA PINES	SP	RR5	
025-660-23	220 LOWDEN VIEW	SP	RR5	
025-660-24	215 LOWDEN VIEW	NR	RR5	
025-660-25	170 LOWDEN VIEW	SP	RR5	
025-660-26	130 LOWDEN VIEW	SP	RR5	
025-660-27	290 PONDEROSA PINES	NR	RR5	
025-660-28	141 PONDEROSA PINES	SP	RR5	
025-660-29	150 PONDEROSA PINES	SP	RR5	
025-660-30	60 LOWDEN VIEW	SP	RR5	
025-660-31	20 LOWDEN VIEW	NR	RR5	
025-660-32	130 PONDEROSA PINES	SP	RR5	
025-660-33	80 PONDEROSA PINES	NR	RR5	
025-660-34	60 PONDEROSA PINES	SP	RR5	
025-660-35	17 PONDEROSA PINES	SP	RR5	
025-660-36	70 S PONDEROSA PINE	NR	RR5	
025-660-37	11 PONDEROSA PINES	SP	RR5	
025-660-38	4440 LEWISTON ROAD	SP	RR5	
025-660-39	40 DIRT ROAD	SP	RR5	
025-660-40	250 LOWDEN VIEW	SP	RR5	

**TRINITY COUNTY**  
Item Report 6.9

Meeting Date: 6/15/2021

Department:  
Planning and Zoning

Contact:  
Kim Hunter, Building & Planning Director

Phone:  
(530)623-1351

6.9 Urgency Ordinance: Lewiston Opt Out Expansion Commercial Cannabis Cultivation Licensing Moratorium

**Requested Action:**

Introduce, waive the reading of and enact an interim urgency ordinance imposing a temporary moratorium on the issuance of new or the transfer of existing Commercial Cannabis Cultivation Licenses in the Lewiston community area.

**Fiscal Impact:**

Fiscal impact unknown.

**Summary:**

The majority of property owners in the area identified as the Lewiston Opt Out Expansion have requested to be recognized as an "opt out" where commercial cannabis cultivation is prohibited. Concerns regarding public health, safety and welfare have been expressed by property owners and residents in the area. Those concerns include, but are not limited to, the following issues: water quality, water quantity, odor, safety, traffic, odor and cumulative impacts.

**Discussion:**

On May 5, 2021, the Friends of Lewiston Grass Valley Creek submitted documents to the Planning Department requesting an expansion of the existing Lewiston Opt Out by approving an interim ordinance prohibiting the issuance of new or transferred Commercial Cannabis Cultivation Licenses. Currently there are several commercial cannabis cultivation applications that pending within the proposed opt out area and would be considered as new licenses.

The proposed Lewiston Opt Out Expansion is located to the west and south of the existing Lewiston Opt Out. The area consists of 124 parcels (9 which are either owned by the Bureau of Land Management or the State of California), and includes the following individual neighborhoods which have various zoning districts. The majority of the development in the proposed opt out area is rural residential with open space, commercial, timber and agricultural uses as well.

The identified opt out expansion area includes parcels in the following neighborhoods:

- Lewiston Road
- Steelhead Circle Browns Mountain Road
- Wellock Road
- Oak Ranch Road
- Benvenuto Way
- Lockhart Ranch Road
- Lowden View Dirt Road
- Ohio Lane
- Ponderosa Pines
- Riverfront Road
- Coffin Road

While the Planning Department accepted this request and accompanying documents, there is no process currently provided in Ordinance 315-849, Commercial Cannabis Cultivation, to add, modify or remove opt out areas. A process may be established in the future when amendments are proposed for Zoning Code Chapter 17.43. During the interim, the concerns expressed by the property owners continually increase with the potential of more commercial cultivation licenses being issued in the area which the majority of property owners have expressed will adversely impact the welfare of community and environment.

Although the Planning Department Cannabis is not currently accepting new commercial cannabis licenses under Urgency Ordinance 315-845, community members have expressed their concerns that without an approved opt out in place, properties in the area continue to be purchased with the intent of future commercial cannabis cultivation.

The request submitted is similar to that of the Rush Creek Opt Out which was enacted on August 18, 2020 with two exceptions:

- 1. A 3-year sunset clause be included for existing licensed cultivation sites.
- 2. Request for a prohibition of all commercial cannabis activities.

Response to Request #1: The requested sunset clause for existing licensed commercial cannabis operations would be a policy change that is more appropriate as an amendment to Ordinance 315-849 (Chapter 17.43) rather than in an interim urgency ordinance.

Response to Request #2: The provisions in County Code relating to "opt outs" are found in the commercial cultivation regulations, specifically section 17.43.050(A)(7) - Limitation on location to cultivate cannabis. At this time, opt outs only apply to commercial cultivation.

**Alternatives Including Financial Implications:**

Reject the proposed item and provide further direction to staff.

**Departmental Recommendation:**

It is staff's recommendation that the Board adopt the interim urgency ordinance to place a moratorium on the issuance of new and transfer of existing Commercial Cannabis Cultivation Licenses in the proposed Lewiston Opt Out Expansion area with the same provisions applied to the Rush Creek Opt Out (Ordinance 315-845).

**ATTACHMENTS:**

Description

[Opt Out Submission](#)

[Communication regarding appeal](#)

[Opt Out Petition](#)

[Ordinance - Lewiston Opt Out Extension](#)

[Exhibit A](#)

[Communication received subsequent to agenda posting](#)

## **ZONING ORDINANCE NO. 315-850 EXT 1**

### **AN URGENCY INTERIM ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY IMPOSING A TEMPORARY MORATORIUM ON THE ISSUANCE OF COMMERICAL CANNABIS CULTIVATION LICENSES WITHIN THE AREA OF LEWISTON**

The Board of Supervisors of the County of Trinity, State of California, ordains as follows:

#### **SECTION I: PURPOSE AND AUTHORITY.**

The purpose of this urgency ordinance is to create a moratorium on the issuance of new and transferred licenses with the area of Lewiston, identified by the map hereto attached at “Exhibit A.” (Lewiston Opt. Out). This urgency ordinance is adopted pursuant to California Constitution Article 11, Section 7, Government Code sections 65800, et seq., particularly section 65858, and other applicable law.

#### **SECTION II: FINDINGS.**

The Board of Supervisors of the County of Trinity makes the following findings in support of the immediate adoption and application of this urgency ordinance:

1. The state and federal law governing the definition and cultivation of commercial cannabis cultivation is complex, evolving, and may adversely affect the public, peace, health, or safety of residents or of visitors to Trinity County.
2. The residents and property owners within the Lewiston Opt. Out area have requested that commercial cannabis cultivation be prohibited as it has been detrimental to the neighborhoods.
3. There is no feasible alternative to enactment of this moratorium ordinance that will satisfactorily mitigate or avoid the previously identified impacts to the public health, safety and welfare with a less burdensome or restrictive effect.
4. In order to ensure the effective implementation of the County of Trinity’s land use objectives and policies, a temporary moratorium on the issuance of new licenses and the transfer establishment and/or approval of industrial hemp cultivation is necessary.
5. This ordinance complies with State law and imposes reasonable regulations that the Board of Supervisors concludes are necessary to protect the public safety, health and welfare of residents and business within the County.

#### **SECTION III. COMMERCIAL CANNABIS CULTIVATION PROHIBITED**

A. During the term of this interim ordinance, no new or transferred Commercial Cannabis Cultivation Licenses shall be issued within the Lewiston Opt. Outs area. Current Commercial Cannabis Cultivation Licensees within the Lewiston Opt Out Extension area can transfer their

licenses to properties outside of the Lewiston Opt Out Extension area or to a new owner of their legally licensed property with the Lewiston Opt Out Extension area, pursuant to County code.

B. The provisions of this section shall not be construed to protect any person from prosecution pursuant to any laws that may prohibit the cultivation, sale, distribution, possession, and/or use of controlled substances, or to authorize conduct that is unlawful under state or federal law. As authorized by Government Code section 25132, and except as otherwise provided by state statute, any person or entity violating any provision of this ordinance shall be guilty of a misdemeanor. Moreover, absent a certificate of registration from the federal government, the cultivation of industrial hemp remains a violation of federal law as of the date of adoption of this ordinance and this ordinance is not intended to, and does not authorize conduct or acts that violate federal law, does not serve in any manner as an obstacle to enforcement of federal law, and does not protect any of the above-described persons from arrest or prosecution under those

#### **SECTION IV. CONFLICTING LAWS.**

For the term of this ordinance, as set forth in Section 8 below, the provisions of this ordinance shall govern. To the extent that there is any conflict between the provisions of this ordinance and the provisions of any other County Code, ordinance, resolution or policy, all such conflicting provisions shall be suspended.

#### **SECTION V. DECLARATION OF URGENCY.**

Based on the findings set forth above, this ordinance is declared to be an urgency ordinance that shall be effective immediately upon adoption by the Board of Supervisors.

#### **SECTION VI. CONFLICTING LAWS.**

For the term of this ordinance, as set forth in Section 8 below, the provisions of this ordinance shall govern. To the extent that there is any conflict between the provisions of this ordinance and the provisions of any other County Code, ordinance, resolution or policy, all such conflicting provisions shall be suspended.

#### **SECTION VIII. CEQA.**

This ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 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). In addition to the foregoing general exemptions, the following categorical exemption applies: section 15308 (actions taken as authorized by local ordinance to assure protection of the environment). There are no unusual circumstances under CEQA Guideline 15300.2(c). Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.

#### **SECTION VIII. EFFECTIVE DATE AND TERM**

This ordinance is an interim ordinance adopted as an urgency measure pursuant to Government Code section 65858, and it shall be of no further force and effect forty-five (45) days from its date of adoption, unless it is extended by further action of the Board of Supervisors, pursuant to Section 65858.



Enacted at the Board of Supervisors meeting on June 15, 2021.

Introduced, passed and enacted on this 20<sup>th</sup> day of July 2021, by the Board of Supervisors, of the County of Trinity by motion, second (/), and the following vote:

AYES: Supervisors  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None

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JEREMY BROWN, VICE CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

RICHARD KUHNS, Psy.D  
Clerk of the Board of Supervisors

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

APPROVED AS TO FORM AND LEGAL EFFECT:

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Margaret E. Long, County Counsel

**FROM:** Debra Crawford  
**SENT:** Fri 7/9/2021 5:06 PM  
**SUBJECT:** Lewiston Opt Out letter in Support

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Dear Board of Supervisors,

This letter is in support of extending the Lewiston Opt out that was approved at the last BOS meeting.

As a historic town, Lewiston residents enjoy the quiet, the views, the sights of wildlife, sound of birds, the wind in the trees and the smell of fresh air.

Allowing the continuation of weed grows in Lewiston will erode all of the factors that make Lewiston so desirable for many residents. The Lewiston opt-out petition was overwhelmingly in favor of eliminating future cannabis grows.

At the last BOS meeting, the opposition implied that the citizens of Lewiston were racist because we didn't want marijuana grown here. Clearly, opposition plans on utilizing societal "hot buttons" to garner support, but this simply is not the case – it is untrue, insulting, and quite dangerous and inflammatory talk that could incite violence into our community. Thank you for calling that out at the last meeting.

We don't want weed grown in Lewiston or any rural residential area for the reasons we have stated over and over again including: traffic, water diversion and pollution concerns, light pollution, noise, security, ruined landscapes, and the SMELL.

Marijuana is huge profit driven crop - and growers are getting wise to optimizing the dollar potential. These are not little "mom and pop farms" – these are serious, highly funded grows, designed to maximize potential profits and are capable of growing in greenhouses year-round which need to utilize artificial light and creates year-round water demands to the delicate water tables already severely impacted by our ongoing drought. They need to be growing this crop in commercial agricultural zones, where there is already well established and regulated agencies that can deal with the issues of water, fertilizers, light and air pollution and not allow these "farms" to tuck in-between residences making neighborhoods vulnerable to crime and all the other factors that have been outlined above.

Just do the right thing, rethink this zoning – many residents are in fear of these grows and possible retaliation. It's your job to think big picture and protect our neighborhoods from the negative impacts of weed grows.

Thank you for your consideration

**FROM:** Jim Knight  
**SENT:** Mon 7/12/2021 7:24 AM  
**SUBJECT:** Opt-out

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In support of Kristie and Earnie bell , we support their need for and Opt-out. We have been dealing with the crap that comes growers, and the trash they bring with their grows and neighborhood. These growers, bring down property values, and even make it hard to sale your property if needed.

These grows should not be in a community that does not support grows. Listen to your public and approve the opt-out for the Bells.

Jim Knight



**FROM:** Sue Leutwyler  
**SENT:** Mon 7/12/2021 5:10 PM  
**SUBJECT:** Re: 7/20/2021 BOS Meeting - Lewiston Expansion Opt Out Extension

---

Good afternoon, everyone,

I would like to thank you and the county staff once again for your support last month and for your consideration at this next meeting for extending our Lewiston Expansion Opt-Out as you recently did for the Rush Creek Opt-Out.

I know my husband and I and the vast majority of our community here in Lewiston are very much in support of the county's efforts to rectify the under-estimated, unintended negative effects commercial cannabis cultivation has had on our rural residential neighborhoods. Without rehashing all of the extensive and well-documented grievances (odor, noise, water use, traffic, crime and odor, odor, odor) that long-time non-cannabis residents have placed before you, I would like to lend my support and encouragement for the difficult task you have ahead to find a suitable compromise for all parties involved in this delicate issue.

I have to say that when we drafted our Lewiston Opt-Out, we intentionally used the Rush Creek Opt-out no-transfer language. I'm not sure how that Rush Creek no-transfer language got 'lost' when our opt-out petition got put before you a couple of meetings ago, but as you re-discovered at the last meeting, the Rush Creek opt-out did in fact have it, and while I realize that residents don't personally have a 'vote' on the no-transfer issue, I would like to re-emphasize that this obviously was important to our petition signers and I'm sure continues to be important to all of us. As the Board considers options to 'standardize' these (and any future) opt-out requests, I would like to offer my support for the creative ideas the Board is considering to incentivize the cannabis cultivators to get out of our neighborhoods and into more appropriate cannabis-zoned areas. I'm sure both sides of this issue (as well as County officials!) would benefit from the peace of mind that would come from the county being crystal clear about where it is or is not appropriate to have commercial cannabis operations. We can then all (both cannabis growers and non-cannabis growers) make informed decisions about what the quiet enjoyment of our properties will be without the stress or worry of unhappy, grumpy neighbors.

With appropriately defined cannabis zones, I think we will all breathe a big sigh of relief and get on with our various pursuits. I believe properly zoned commercial cannabis can become a great boon to the county, and I look forward to the day when the county can focus on weeding out (no pun intended) the illegal grows so that our licensed commercial growers can reap the benefits they deserve w/o having to fight battles on two fronts ... neighbors who don't want them as neighbors and illegal growers who undercut their legitimate businesses.

I know you are all under a lot of 'heat' right now from both sides of this issue and I encourage you to keep up the good work and please, please, please extend the Lewiston Expansion Opt-Out until you come to a final comprehensive decision for the County!

Sue Leutwyler

**FROM:** Thomas Sanders  
**SENT:** Thur 7/15/2021 10:20 AM  
**SUBJECT:** Lewiston Urgency Ordinance Vote

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Greetings to all Trinity County Supervisors,

I am writing on behalf of the Lewiston Residents Urgency Ordinance Commercial Cannabis Opt-out extension. I request that you consider the following and vote in favor of the extension as originally requested and submitted:

1. Cannabis cultivation licenses are issued to individual persons, businesses, LLC's or Corporations and not to the County parcel. These licences are not recorded on the title of the property and should not be transferred with the sale of the property.
2. Commercial licensing of Rural Residential property is a misuse of zoning. If we are to wait 3-4 years for the updating of the County's General Plan to address this land-use issue, the continuance of such practice will result in more licenses wrongfully issued and renewed, thus compounding the difficulty in reversing the practice.
3. Several years ago, Trinity County began issuing cannabis cultivation licenses in Rural Residential zoned properties without notice to existing residential property owners in the surrounding neighborhoods. The possible impacts to existing residential neighborhoods were unknown at that time. This decision was supposed to benefit "Mom and Pop" businesses in rural neighborhoods, but has become apparent that large "corporate" enterprises and tenant-leased "sharecroppers" are the majority of licensees in our Rural Residential Neighborhoods.
4. The majority of the rural residential neighborhood in Lewiston had signed a petition against cannabis licensing in their neighborhood and included in the request was a non-transfer of license with sale of the licensed property. To not allow their full request listed in their petition is to ignore the majority in favor of the minority (cultivator). Either we live by the democratic process or we do not. Your vote will determine your position on this.
5. Rush Creek Area Opt-out extension was recently granted by a 5-0 vote of the Board. Included in their extension was the verbiage to not allow transfer of license with sale of the property. I ask that your vote will be in favor of granting the Lewiston residents request in full as submitted, and not allowing transfer of licenses with the property sale..
6. The combined capital investments within the residentially-used properties owned by the Lewiston residents far exceeds the investment of the commercial cannabis property owner(s). Commercial cannabis property adjacent to residential-use properties will result in the loss of value and equity for home owners. Such losses will by far exceed any loss experienced by sale of cannabis property that is not allowed to transfer the cannabis license with the sale.
7. Granting allowance of license transfer with the sale of the cannabis property invalidates the intent of an Opt-out. Such allowance will only perpetuate commercial cannabis cultivation activity without end.

Again, I urgently request that the Board vote 5-0 in favor of this extension and grant the Lewiston Opt-out request in full as originally submitted. Your vote will determine the direction this land-use issue takes, either for the benefit or the detriment of the Rural Residential neighborhoods. Your vote will reflect your position on the democratic process. The majority have spoken and I pray you will listen.

Thank you for your consideration,  
Tom and Joan Sanders

**FROM:** Kristel Bell  
**SENT:** Thur 7/15/2021 1:42 PM  
**SUBJECT:** Extension of the Lewiston Opt-Out Expansion

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Dear Board of Supervisors,

Thank you for supporting the wishes of our community by granting the Lewiston Opt-Out Expansion on 6/15/2021 with a vote of 5-0. We now urge you to once again vote in favor of extending the temporary moratorium on the issuance of commercial cannabis in our neighborhood.

The original findings in support of the immediate adoption and application remain unchanged. As you are aware by the numerous testimonies brought forth over the past year, allowance of commercial cannabis in our rural residential neighborhood has proven to be detrimental to our health and well-being.

What we don't always discuss, though, is the fear and safety factors associated with this type of business. These elements we face on a day-to-day basis, as well as the nuisance issues, are what have led us here today.

- Attachment 1 are photos taken earlier this year of a sample of intimidating signs posted on trees along a public road in our neighborhood. Families enjoyed walking and riding bikes on this road until these sadistic signs appeared. One can only assume the intent is to relay a message. Whatever their true meaning, the tone is quite frightening, disturbing, and surely not welcome in our neighborhood.
- Attachment 2 is a series of articles from various news periodicals depicting crimes associated with cannabis operations in Trinity County and the North State over the past couple of years. Legal or illegal – cannabis cultivation does attract undesirable and unsafe activities.

That being said and as set as precedence by the granted Rush Creek opt-out, we further request you support the initiative to deny the transfer of grandfathered cultivation licenses upon the sale of property within a defined opt-out area. Such licenses were originally approved without our knowledge and consent. They appeared in the dead of the night; we were not afforded the opportunity to voice our concerns or even consider the implications these operations would have to our neighborhood. Furthermore, owners of these licenses do not demonstrate the desire to participate in or become an intricate member of our community. According to the Clerk Recorder's records, deeds have transferred a cumulative total of 9 times for the three licenses in the Lewiston Opt-Out Expansion area since 2016. From year to year, we never know who the owners are of these operations as they change so frequently. They appear to purchase a license with the intent to "flip" the project for quick financial gain. Quite a contrast to the many long term residents and businesses in Lewiston; many of the properties have remained within the same family for multiple generations.

These permitted cultivation operations are not "mom and pop" businesses growing a product utilizing the natural resources surrounding them. These are large, commercial industrial style operations currently misplaced in our rural residential areas. They clear the land of its native plants and trees to install their massive greenhouses. They drain our electrical grids to heat their grows when it's cold outside and to cool them when it's hot. They drill deep wells (multiple for the same project) to feed the enormous thirst of their product, jeopardizing the availability of water. They install large fans to create wind. They use artificial lighting to emulate daylight. They manipulate the environment to produce their product. They negatively impact our quality of life.

Please recognize there are areas in Trinity County, such as Lewiston, who wish to remain free of commercial cannabis cultivation.

Please recognize that property owners in our area have premium investments in our properties, homes and businesses.

There must be a balance in our County. We urge you to extend the moratorium until such time a permanent solution can be implemented.

Sincerely,  
Ernie and Kristel Bell  
Attachment 1





## **GUNSHOT VICTIM IN HAYFORK FLOWN OUT BY HELICOPTER**

[June 24, 2021](#) | [Kym Kemp](#) | [3 comments](#)



A Reach Air Medical Services helicopter responded to Hayfork Summit and carried the victim to an out-of-the-county hospital.

## **ROBBERS IMPERSONATING LAW ENFORCEMENT TIED UP A CULTIVATOR AND TOOK CANNABIS AND CASH IN THE HAYFORK AREA**

[April 19, 2021](#) | [Kym Kemp](#) | [23 comments](#)



"The suspects were impersonating law enforcement officers and tied up the victims."

## MAN ARRESTED FOR DOUBLE STABBING NEAR HAYFORK CLAIMS SELF-DEFENSE

April 4, 2021 | [Kym Kemp](#) | [50 comments](#)

# Stabbing

The suspect said "he had fled the scene prior to the arrival of law enforcement, as other present individuals had been threatening to kill him."

## MEDEVAC REQUESTED AFTER TWO STABBED NEAR HAYFORK

April 4, 2021 | [Kym Kemp](#) | [41 comments](#)

# Air Transport Requested

The Incident Commander reported over the scanner that one person has a stab to the back, the groin, and what is being called an "evisceration." The second person has a stab wound to the head and the back.

## NEW YORK MAN ARRESTED FOR MURDER AFTER SHOOTING IN HAYFORK

[December 13, 2020](#) | [Kym Kemp](#) | [15 comments](#)



"Deputies responded to the location and upon arrival, detained a variety of individuals. Deputies also located on the property a recently deceased individual, who appeared to have sustained a gunshot wound."

## HOMICIDE IN HAYFORK

[December 11, 2020](#) | [Kym Kemp](#) | [10 comments](#)



Law enforcement and firefighters are responding to a shooting off Hyampom Road out Cedar Gulch Road after receiving the report about noon.



## HOME INVASION ROBBERY IN HAYFORK

[May 5, 2020](#) | [Kym Kemp](#) | [14 comments](#)



"All victims had been bound with zip ties during the course of the incident. One of the victims had sustained significant injuries, the result of being struck by one of the suspects multiple times on the head and face."

## SUSPECT IDENTIFIED IN CASE WHERE GIRLFRIEND ALLEGEDLY LIT MAN ON FIRE NEAR HAYFORK

[March 26, 2020](#) | [Kym Kemp](#) | [16 comments](#)



"Novak was interviewed, during which time she admitted to pouring lamp fluid on the victim's head and then set the victim on fire."



## ARMED ROBBER STEALS 50 POUNDS OF MARIJUANA FROM HOME NEAR HAYFORK

[March 14, 2020](#) | [Kym Kemp](#) | [29 comments](#)



"All victims described the suspect as an Asian male, between 25 and 30 years of age, standing approximately 5 foot 2 inches tall and being of a slender build."

## \$90,000 CONFISCATED IN HAYFORK AREA RAID; EXPLOSIVE DEVICES 'MADE SAFE' BY BOMB SQUAD

[October 4, 2019](#) | [Kym Kemp](#) | [83 comments](#)



Two parcels were raided. "On the second parcel, nearly a hundred 10-foot tall cannabis plants were eradicated, 30 pounds of processed cannabis was seized, and 1,038 vials of concentrated cannabis oil were confiscated..." said the DFW.

## FBI OPERATION IN HAYFORK WITH HELICOPTER AND K-9 CAPTURES TWO FLEEING SUSPECTS

[August 5, 2019](#) | [Kym Kemp](#) | [35 comments](#)



"The next thing I know I see two guys running for their life."

## CDFW ASSISTED BY NATIONAL GUARD AND OTHER AGENCIES NAB NEARLY 3000 PLANTS AND DETAIN 8 SUSPECTS DURING RAIDS YESTERDAY IN HAYFORK AND RUTH AREA

[July 3, 2019](#) | [Kym Kemp](#) | [74 comments](#)



"[S]cientific staff documented 16 Fish and Game Code violations."

## [UPDATE] NATIONAL GUARD JOINS LOCAL AGENCIES IN SERVING 15 WARRANTS NEAR HAYFORK; TWENTY-THREE SUSPECTS DETAINED

[June 28, 2019](#) | [Kym Kemp](#) | [203 comments](#)



"The operations yielded an estimated 12,548 illegal marijuana plants, 801 pounds of processed marijuana, 15 firearms and \$435,875 in U.S. currency."

## SIX ARRESTED IN DOWNTOWN HAYFORK

[April 6, 2019](#) | [Kym Kemp](#) | [37 comments](#)



Marijuana, ecstasy, psilocybin mushrooms, etc. found, says Trinity County Sheriff.



## ILLEGAL MARIJUANA GROW BUSTED IN HAYFORK AREA

[March 7, 2019](#) | [Kym Kemp](#) | [75 comments](#)



"Officers seized five firearms, 455 pounds of processed marijuana, 1,540 grams of Butane Honey Oil (BHO) and equipment for a BHO lab."

## MULTIPLE ILLEGAL MARIJUANA GROWS CLEANED UP ON NATIONAL FOREST LAND IN HAYFORK BURNT RANCH AREA

[December 17, 2018](#) | [Kym Kemp](#) | [58 comments](#)



"Over 6 tons of trash removed and close to 6 miles of irrigation line removed from streams being diverted."

## SEARCH OF HAYFORK PROPERTY YIELDS STOLEN GOODS, ACCORDING TO TRINITY COUNTY SHERIFF'S OFFICE

[January 16, 2018](#)

[Kym Kemp](#)

[6 comments](#)



"The stolen items had originated from numerous Trinity County Burglaries..."

## TRINIDAD WOMAN MISSING AFTER VISIT TO HAYFORK

[June 16, 2017](#) | [Kym Kemp](#) | [36 comments](#)



Press release from the Humboldt County Sheriff's Office: On 6/12/2017, [REDACTED] was reported as a missing person. [REDACTED] is described as of Filipino ancestry, 5 feet tall weighing 135 pounds with black hair and brown eyes. She has a tattoo of a tiger on her foot, a tattoo of a dragonfly on her wrist, and a

## MAN MISSING OUT OF HAYFORK

[March 29, 2017](#) | [Kym Kemp](#) | [45 comments](#)



Missing From: Hayfork, CA  
Date Missing: 3/26/2017  
Time: Between 2:30 pm – 5:00 pm  
Date of Birth: 12/4/1988  
Age: 28  
Sex: Male  
Height: 5'7"  
Weight: 150 lbs  
Build: Medium  
Eyes: Brown  
Hair: Black curly shoulder length  
Race: Asian  
Complexion: Olive  
Clothing: Gray jogger sweats and a t-shirt



"[REDACTED] was last seen at the property located on [REDACTED] Hayfork, CA."

## RESIDENTS NEAR ATTEMPTED ROBBERY IN DOUGLAS CITY TOLD TO SHELTER IN PLACE WHILE OFFICERS CHASE SUSPECTS

[November 2, 2019](#) | [Kym Kemp](#) | [30 comments](#)



Please remember that information gathered from initial reports is subject to revision as more facts become available.

## THREE VEHICLES AND 100 POUNDS OF CANNABIS TAKEN DURING HOME INVASION ROBBERY IN TRINITY PINES YESTERDAY

[January 26, 2021](#) | [Kym Kemp](#) | [20 comments](#)



"[T]here were between five and seven suspects, all male, all dressed in black and wearing complete black face masks. The suspects were also armed with various firearms and spoke English."



## MULTIPLE PROPERTIES RAIDED FOR CANNABIS VIOLATIONS IN SOUTHERN TRINITY COUNTY

[July 17, 2020](#) | [Kym Kemp](#) | [88 comments](#)



"A total of 136,262 marijuana plants were eradicated, 4,592.80 pounds of processed marijuana was destroyed, 11 firearms and \$106,900 of US Currency was confiscated."

## SEVEN WARRANTS SERVED IN TRINITY COUNTY FOR CANNABIS GROWS

[September 20, 2019](#) | [Kym Kemp](#) | [43 comments](#)



"Our cannabis enforcement program in Redding continues to focus on critical habitat found in Trinity County where many important, threatened or endangered species call home."



## 17,000 ILLEGAL CANNABIS PLANTS ERADICATED IN ISLAND MOUNTAIN RAID

May 1, 2021 | Kym Kemp | 123 comments



"Numerous environmental violations were documented by CDFW and the State Water Board, which included illegal diversion of surface water for cannabis irrigation, trash, debris and pollutants within 150 feet of waters of the state and unlawful deposition of substances into state waters, which are harmful to fish, plant life, mammals and birds."

## THE SACRAMENTO BEE

FIRES

### Officers shoot, kill man near pot farms threatened by Lava Fire in Northern California

BY RYAN SABALOW AND SAM STANTON JUNE 29, 2021 09:21 AM



**FROM:** Susanne Risso  
**SENT:** Thur 7/15/2021 3:09 PM  
**SUBJECT:** Lewiston Urgency Ordinance Opt Out extension

---

Dear BOS,

We are writing to urge you to vote in favor of the Lewiston Urgency Ordinance Commercial Cannabis Opt-out extension.

There are numerous reasons why this should be approved. Among them but not limited to are:

Licenses are issued to individuals, businesses, LLC's, or corporations, not property parcels; therefore, should not be transferred with the sale of the property. This is a misuse of zoning ordinances. It will only serve to compound problems down the road.

The majority of the rural residential residents in Lewiston have signed a petition against cannabis in their neighborhood. That request includes a non-transfer of license upon sale of property. To ignore this fact, ignores the wishes of the majority and is undemocratic. Granting license transfers with the sale of the cannabis property invalidates the intent of an Opt-out. Such allowance will only perpetuate commercial cannabis cultivation activity without end. The Rush Creek Opt-out extension was granted by a 5-0 vote in favor of the extension with all provisions. Why would you not be consistent with all Opt-outs? That would not make any sense.

Please listen to the majority of rural residential residents and approve the extension as submitted.

Thank you for your time,

Susanne Risso  
Paul Baldwin

**FROM:** John Letton  
**SENT:** Thur 7/15/2021 5:54 PM  
**SUBJECT:** Lewiston/Grass Valley Creek "Opt Out"

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Honorable Members of the Board:

I am informed that on July 20, 2021 you will consider the extension of the "Lewiston opt-out", and specifically whether CCLs within the "opt out" area can be "transferrable" during that extension. Please consider the following.

The Four Principles adopted by the County in 2016 as re-affirmed in the EIR (Section 2.2, "Project Objectives") certified in December 2020 state the following objectives for the County's CCL program:

- a.) To regulate cannabis operations in a manner that ensures that the county is a safe place for all residents to live and work;
- b.) To protect the county's quality of life and natural environment;
- c.) To ensure that cannabis operations avoid environmental damage and detrimental impacts on communities and neighborhoods.
- d.) To regulate cannabis operations to protect the county's reputation as a tourist destination; and,
- e.) **To align the County's commercial cannabis regulations with state requirements.**

I am sure residents of the "opt out" area will fully address a.) through c.). With respect to d.) concerning tourism, I suggest the interests and experiences of One Maple Winery should be primary considerations. I write to remind you of e.) above, the specific EIR Project Objective to align the County's commercial cannabis regulations with state requirements.

The State of California prohibits "transfers" of annual state cultivation licenses from one individual or entity to another. CDFA Regulations § 8202, *et seq.* Certification of the County's EIR requires the County to align its regulation of CCLs with the State of California requirements. Simply put, your extension of the Lewiston/Grass Valley Creek "opt out" area may not allow "transfers" of CCLs.

Thank you for your consideration.

Respectfully,

John Letton, Douglas City

**FROM:** Mike McMaster  
**SENT:** Fri 7/16/2021 5:57 AM  
**SUBJECT:** Continue the opt out.

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Please extend the opt out.  
We don't need cultivation in neighborhoods.  
Mike McMaster

**FROM:** Carol Fencil  
**SENT:** Fri 7/16/2021 7:57 AM  
**SUBJECT:** Fwd: Lewiston Opt-Out Support

---

Hi,

I want to thank you for this opportunity to speak about the Lewiston Opt-out, which is very much a concern for every resident that has, or might have, a commercial cannabis grow that negatively affects their property, their ability to enjoy their property, reduced water availability, obnoxious odors, increased traffic, generator noise, light pollution, and associated crime.

The opt-out is in essence a zoning change. Counties often make zoning changes for the betterment of the community. (Changing zoning to create low-income housing is just one example. The property owners Are Not reimbursed for any real or perceived losses) The Opt-out doesn't make our neighborhood "whole"....UNTIL there is language stating that there is NO transfer of the license with the sale of the property. This is the only way to get our neighborhoods back and make it a true Opt-out. This is what the majority of our (Rush Creek) residents want, and Lewiston residents also. Why consider the Greed of the Growers, with out more strongly considering the needs of the Original Residents!!!

The blight of the Commercial grows has a devastating effect on our neighborhoods. There is little code enforcement on the illegal grows, there is certainly less code enforcement for growers that are out of compliance, are dangerous, are a nuisance, have residents in fear... Why should our residential neighborhoods be subject to the bad behaviors of growers that move in with a license transfer. Leon Draper will have a field day, buying more property for his grows, and there is little enforcement to protect the neighbors. We all know how bad some of these growers can be, and with transfers, you would be subjecting this (and any other opt out) neighborhood to the whims and bad behavior of growers.

Our water is an issue every year, but more so this year. How much water is being used by these large Commercial Grows? Everyone in the neighborhood of a grow is affected by their water use. Creeks are drying up, wells are drying up. Water is being hauled in for many of the grows.

The rights of the original property owners must take precedent over the rights of the newly established Commercial Cannabis Grows. The growers should be able to sell their licenses, just NOT in an opt-out area. Growers complain that they wouldn't be able to sell their property for a ridiculous amount of money with out the license. What about the reduced value of all the properties around the grow... as no one but another grower wants to live next to a grow.

The county had a plan to establish and help growers. There was no help for us on how we could prevent the Grows in our own neighborhood. We had no warning that this was going to happen in our neighborhoods. This was a mistake that needs to be corrected. We need to be able to establish Opt-Out Neighborhoods with out the continuing fear, nuisance, smells, traffic, water use, and potential for crime, by allowing Grows to stay in our neighborhood. Licenses should be transferrable to areas that are conducive to this activity. Forget about Grandfathering in a Grow... Grandfather in our neighborhoods with out this blighted nuisance.

Thank You,  
Carolyn Fencil

**FROM:** Ric Leutwyler  
**SENT:** Fri 7/16/2021 8:38 AM  
**SUBJECT:** Lewiston Opt-Out

---

Hello,

I am writing in support of extending the recently approved Lewiston Opt-Out. I also encourage you to consider modifying the language/scope to match that of the recently extended Rush Creek Opt-Out.

Our initial intent was for the Lewiston Opt-Out to include the restriction on transfers... but the language was changed during the approval process. This seems like a perfect opportunity to strengthen the positive impact of the emergency ordinance and to establish consistency among the emergency ordinances. I believe that this would not only better serve the residents in the area... it would also better serve the county. Having consistency establishes a stronger position for defending actions/decisions in the future.

Thank you for your support in addressing the problems caused during the early (less informed) days of cannabis licensing efforts here in Trinity County. I truly appreciate your efforts to reconsider and to set things in the right direction for the county and its residents.

Ric

**FROM:** Nancy Anderson  
**SENT:** Fri 7/16/2021 9:15 AM  
**SUBJECT:** Letter of Support for Extension of the Lewiston Opt Out Expansion

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Dear Board Members,

As a business owner, more than just a private citizen and landowner, who has invested my life savings into my property as a place of business, I obviously support this Opt Out as a way to keep a commercial cannabis operation out of my area. My business is designed to promote Agritourism and Ag Education for youth in Trinity County, and every week I have young families with children visit my alpacas and llamas. I am working with families in Lewiston to restart the 4H program at my location by Sept 1 and already offer a "Young Ranchers" class this summer for local youth to learn about these amazing animals. I believe that the location of commercial grows in small acreage rural residential areas is a mistake because of the proximity to neighbors with either children or grandchildren, or operations like mine that try to draw tourism for young families.

Allowing large cannabis operations in a rural residential area was a mistake from the inception of the county's cannabis program, and these Opt Outs are at best a bandaid on the problem, but they are all we have until new and better zoning rules can undo the damage done. I believe that the county needs to move towards zoning that is more logical, environmentally sound and considerate to ALL its citizens. FULLY COMPLIANT growers, not ALL growers who apply, should be allowed to operate, but those that are not should not be renewed and should be put out of business unless they comply. And transfers of licenses should be suspended in all Opt Out areas, as the whole reason for an Opt Out is to eliminate commercial grows entirely.

The county is in a dilemma of its own making, and I believe that we in Lewiston are patiently trying to guide the county back to right path. There is a "silent majority" that I believe is starting to speak up now, and it is in the county's best interest to listen.

Sincerely,  
Nancy Anderson  
One Thing Ranch/Owner

**FROM:** Tom Hepner  
**SENT:** Fri 7/16/2021 9:33 AM  
**SUBJECT:** Commercial Cannabis Opt-Out

---

Please accept our overwhelming support for your recent decision of the Lewiston Opt-Out. We further wish to urge you to adopt the Rush Creek Opt-Out.

My family has maintained a residence in the Bucktail area since the 1950's. Continuing the rural and non-commercialized atmosphere of our beautiful area and community is paramount to my wife and I and, the rest of our family (27-strong). I can't tell you how much we love and enjoy the peaceful, pristine beauty of the this wonderful area.

We truly thank you for your diligence in this matter and hope you will continue to protect our community.

Yours very sincerely,  
Tom Hepner



**FROM:** Laurie Wills  
**SENT:** Fri 7/16/2021 11:22 AM  
**SUBJECT:** Lewiston Opt-Out / July 20, 2021 BOS Meeting

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Dear Chairman Brown and Supervisors,

I understand the Lewiston Opt Out Expansion is back on the Board's agenda July 20, 2021, for consideration in **extending** the temporary Urgency Ordinance that you unanimously approved on June 15, 2021. I am asking you to reconsider the necessary language for a moratorium on transfers as well.

At the initial hearing on this matter, County staff recommended the following: ***It is staff's recommendation that the Board adopt the interim urgency ordinance to place a moratorium on the issuance of new and transfer of existing Commercial Cannabis Cultivation Licenses in the proposed Lewiston Opt Out Expansion area with the same provisions applied to the Rush Creek Opt Out (Ordinance 315-845).***

Despite the request by the Friends of the Lewiston Grass Valley Creek and the staff recommendation, the Board deviated from the Rush Creek Opt Out language when it voted to allow transfers of existing CCLs within the Lewiston Opt Out Expansion area contrary to the precedent set by Ordinance 315-845. Accordingly, we respectfully request that you reconsider adding this language to the Lewiston Opt Out Expansion Ordinance for consistency purposes and because there are 3 CCLs within close proximity of each other in this densely populated area that have all transferred at least once already and in some cases numerous times.

At a recent Board meeting, a Supervisor asked if the existing licensee within the Rush Creek Opt Out was trying to transfer their license and the answer was yes (albeit the Opt Out was preventing them from doing so). As you may recall, I spoke in favor of supporting the Rush Creek Opt Out extension during the public comment period to specifically address the importance of the moratorium on transfers because we've discovered a pattern of what appears to be "flipping" among the cannabis farms in the Lewiston Opt Out area. As you know, flipping is a term describing purchasing an asset and holding it for only a short period of time before re-selling it for a quick profit. I implore you to consider the wishes of your long term residents (the majority) in these Opt Out communities. Our neighborhoods have been adversely impacted by the commercial cannabis farms that moved into our rural residential communities without notice to the residents and without the opportunity for the residents to appeal the initial approval of these licenses. We are now exercising our rights to PRESERVE OUR COMMUNITIES that we've resided in for decades. If the licensees were serious about operating long term businesses in this community like the Trinity Fly Shop, Old Bridge Rafting, One Maple Winery and One Thing Ranch (to name a few), they wouldn't be experiencing the high turnover we're seeing with these 3 licensed cannabis farms. It is not your job as Supervisors of this County to ensure cannabis farmers make a profit on their short term investments by allowing them to perpetually "flip their farms" within Opt Out areas at the detriment of the rest of the residents and businesses who have to deal with the ongoing nuisance issues and the revolving door of new licensees coming and going. Furthermore, the fact the farms in the Lewiston Opt Out Expansion area have such a high turnover is, in and of itself, cause for unrest in the community which leads me to my next point ... public health, safety and welfare.

Some contend a finding has not been made under Government Code section 65858 to justify the Opt-Out Urgency Ordinance. Let me remind you that community members have provided numerous reasons why they feel there is a current and imminent threat. Some of these reasons include but are not limited to: a.) threats and intimidation, b.) reverse 911 calls warning residents of possible danger and to lock

down, c.) a reluctance to file complaints and/or sign petitions by some who fear retaliation, c.) confirmation of felony convictions of a former licensee for kidnapping, assaulting and robbing former employees of the cannabis farm, d.) evidence of a Trinity Superior Court case (No. 21F062A) involving multiple felony and misdemeanor charges of cultivating > 6 plants with concurrent violations of CA Health and Safety Codes and violations of CA Fish and Wildlife Codes [Disclaimer: defendants are presumed innocent until proven guilty], e.) the uptick in serious cannabis related crimes in Trinity County that include armed robberies, assaults, attempted homicides and homicides, and f.) water concerns that are exacerbated during consecutive years of drought. Families are conserving water for their daily usage while cannabis cultivators drill more wells and bring in more storage tanks to hoard water to meet the needs of their plants.

Thank you Supervisors for validating our concerns by your 5-0 vote to adopt the temporary Urgency Ordinance. We hope these concerns continue to resonate with you as you consider extending the temporary Urgency Ordinance and adding language that breaks the questionable cycle of transfers/ownership changes within this Opt Out area. To echo what the Bell's wrote in their letter to the Board, " ... deeds have transferred a cumulative total of 9 times for the three licenses in the Lewiston Opt-Out Expansion area since 2016." Does that statistic make you pause? It should. Whatever the reasons may be, I'm sure opponents will blame the county for the high turnover but the bottom line is there is turnover in this area that can't be denied. If a cultivator decides to sell/transfer their license **of their own free will**, they are doing it by choice. Please allow them to transfer their license out of the Opt Out area when they can do so legally and then close the door behind them if they exercise this "choice." Look at the small businesses that suffered tremendous losses during the Covid shutdowns. All we have to do is look out the window to see the expansions that have occurred during this same period at the 3 cannabis farms in question. I don't mean to sound flippant but money doesn't seem to be an issue for them. I'm sure they can weather the storm and continue operating until a legal transfer out can occur while the County works diligently to address these issues and roll out their transition plan.

Lastly, One Maple Winery was established in 1998 and as you know it is located in the Lewiston Opt Out Expansion area. Please give this business the same consideration you gave the cannabis industry when you adopted the temporary Urgency Ordinance banning industrial hemp in Trinity County in 2019 based on the potential harm it posed to the local cannabis producers. Sadly, it doesn't appear anyone considered the potential harm commercial cannabis producers would have on our local vineyard [One Maple Winery] before approving two commercial cannabis licenses on parcels right next door to the winery in 2016. A third commercial cannabis license was approved above the winery in 2018. It is now surrounded by licensed commercial cannabis farms. Placing a moratorium on the issuance of new and transfer of existing commercial cannabis licenses would help mitigate the detrimental impacts this situation has had on One Maple Winery (and the non-cannabis residents and businesses). I'm not aware of any other winery in the County that has been affected the way this one has. I want to believe if a temporary Urgency Ordinance to ban hemp is enacted for the sole purpose of protecting the cannabis industry from harm, surely you can enact a temporary Urgency Ordinance that provides protections to One Maple Winery (and other wineries in the County) from harm as well. Please take additional steps to right this wrong.

I urge you to extend the Urgency Ordinance and modify the language to include a moratorium on transfers consistent with the the Rush Creek Opt Out Ordinance. Thank you in advance for your thoughtful consideration.

Laurie Wills  
Resident of the Lewiston Opt Out Expansion Area

**FROM:** Phyllis Swanson  
**SENT:** Fri 7/16/2021 11:43 AM  
**SUBJECT:** Continuation of recently approved Lewiston Opt-out

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To the Trinity County Board of Supervisors  
Re: Lewiston Expansion Opt-Out Extension  
July 16, 2021

We, Don & Phyllis Swanson live on Lewiston Road and are writing to you to show our support of extending the recently approved Lewiston Opt-out.

We have lived in Trinity County for 40 years and have seen and continue to experience its demise due to the pot farms. As you are aware there are way too many pot farms here and with the recent impact on our rural residential neighborhood in Lewiston/Grass Valley Creek and surrounding neighborhoods our quality of life here is at risk

We and many of our neighbors chose to live here in Trinity County, settling in the Lewiston Valley for its beauty, peacefulness and the wonderful people that live here. We did not settle here for the noise, the smell, the criminal element that it brings and the destruction of the natural resources (water, trees, erosion) that now plague this once peaceful valley – it's destroying our neighborhood.

Without having to repeat our on-going complaints all we ask at this point is that you (1) please extend our request for the Lewiston Expansion Opt-out and (2) **put the language back that mirrors the same language that was in the Rush Creek Opt-out and was in our original Opt-out request that includes the restriction on license transfers.** This is important to us, and to all of us that live here.

I believe with your continued support I'm hoping soon we all (cannabis growers and us non-cannabis growers) can eventually move on, not bother you; the Board anymore and as one of my other neighbors put it "get on with our various pursuits.

Thank you for your support

Don & Phyllis Swanson  
Lewiston CA

**FROM:** Heidi Miller  
**SENT:** Fri 7/16/2021 11:47 AM  
**SUBJECT:** Board Item Letter of Support Opt Out Ordinance

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Hello,

Please see below letter of support to the Lewiston Opt-Out Ordinance.

Thank you,  
Heidi Miller

Dear Trinity County Board of Supervisors,

Thank you and staff for supporting the Lewiston opt out expansion. It has been many exhausting years for county management, members of the public and cannabis industry adventurist. These past years communities throughout the county have for the most part embraced a cannabis industry model or have supported a theoretical model. These past many years have also shown that a large majority of residents and rural residential communities throughout Trinity have been using appropriate channels to clearly express real safety concerns and cumulative impacts from the cannabis industry. We have watched impacts, and grow sites grow expansively with in some cases no input watching these small cottage grow turn into large scale industrial operation that in some cases like the grow next to us using more power than our county hospital. Experiencing and seeing cannabis industry leaders steering and controlling the industry in Trinity understandably and skillfully taking advantage of industry management loopholes, some communities like ours here in Lewiston have chosen to slow the grow. The community of Lewiston, Rush Creek and Lewiston/Friend of Grass Valley Creek have used the appropriate steps with an un-arguable unanimous vote do not want any further commercial cannabis expansion in our rural residential neighborhood. Clearly seeing how powerful the cannabis industry leaders have become in Trinity for example; driving qualified real-estate market values well beyond real market value, creating a local cash only market, filtering cash through various local public and private channels, paying and offering cash for purchase or to hush and impressively professionally steering the cannabis industry in Trinity. It is this time we have to speak up and slow the grow. The Miller family does not support allowing any additional or the transfer of any additional cannabis license and ask that this be written into the new ordinance.

Please do not hesitate to contact me if you have any questions.

Thank you,

Tony Miller  
Resident of Lewiston

**FROM:** Galen Anderson  
**SENT:** Fri 7/16/2021 11:58 AM  
**SUBJECT:** Lewiston Opt-out extension

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It is imperative that the Lewiston Expansion Opt-out for the Grass Valley/Ohio Hill area be extended and made permanent.

Trinity County grossly underestimated the negative effects of commercial cannabis in rural residential areas. Cannabis cultivation is proving to be incompatible with most other land uses, especially residential land. Additionally, encouraging cannabis growers to use groundwater for cannabis irrigation is going to lead to water shortages, especially for residents that likely can't afford to drill deeper in the race to the bottom.

The county has surrendered Hyampom, Trinity Pines, Hayfork, Wildwood and many inholdings surrounded by federal lands to cannabis. When will there be enough? I do not want Trinity County to devolve into one large hell hole of cannabis cultivation. The county can't enforce its current ordinance. This Grass Valley/Ohio Hill area was beautiful and will be destroyed by cannabis if new permits are granted/expanded. The quality of life of the residents has been negatively affected for all the reasons that have been mentioned again and again: noise, smell, lights, traffic, visual blight, sediment delivery to streams, runoff from pesticides and fertilizer, waste products, roaming unfriendly dogs, and crime.

Please approve the opt out expansion.

Galen Anderson

**FROM:** Scott Simpson  
**SENT:** Fri 7/16/2021 11:59 AM  
**SUBJECT:** Lewiston Opt Out Zone

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Greetings

As a resident of Oak Ranch Rd, included within the recently discussed Lewiston Opt Out Zone, I am writing to request that the board of supervisors do whatever steps are necessary to continue to move toward ensuring that this become a permanent ban on any new permitting of commercial cannabis grows within the defined borders.

The past five years have been extremely stressful and difficult as we have all seen many detrimental occurrences that have impacted our quality of life. I've lived there since 1999, so the differences have been glaring and easy to identify. I've had numerous stray dogs chasing deer all over my 40 acres. I cannot get my mail without getting a headache on hot fall days, due to the extreme stench. There are portions of my parcel that I cannot spend any time on, due also to the stench of the grow on Coffin Road. Back up beepers, heavy equipment, additional traffic have all also arrived with the commercial grows. Add to this the visual blight of giant white grow houses in every direction visible from my once pristine view, and I must say the entire thing still makes me sad on a daily basis.

There simply needs to be more space between residences and these large grows than is available in what we refer to as Grass Valley Creek. I am certain the county wants no more problems in our area as much as we want there to be no further issues.

Please make the Lewiston Opt Out Zone permanent, and ensure that no existing permits elsewhere can be move into the opt out zone boundaries. We deserve to maintain the quality of life in our rural area that we all came here to enjoy.

Thank you for your consideration.

Scott Simpson  
Oak Ranch Road

**FROM:** Gayl Ward  
**SENT:** Fri 7/16/2021 12:12 PM  
**SUBJECT:** Extension of Lewiston Expansion opt out BOS meeting 20Jul21

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We are writing to encourage your support for the extension of the Lewiston Expansion opt-out which you approved as an interim urgency ordinance on June 15, 2021.

All the reasons that caused the vast majority of residents and property owners to rally against commercial cannabis in our neighborhood still exist, which validates the extension until such time as these issues can be addressed in a permanent ordinance. In general, there are concerns for the public health, safety, and welfare. Specifically, our environment has been negatively impacted by the associated smell, noise, threatening behavior of the growers, and potential contamination of the water we all access with our wells, to mention a few. Another concern regarding our common water table is the disproportionate amount of water drawn and used by the large commercial grows when we are in an extreme drought and we all fear our wells will go dry. It is a valid concern in any year but especially so under our current drought conditions. California's drought has become a major issue which seems to get worse year after year with no expectation of relief in sight.

Our urgency ordinance is in many ways consistent with the recently approved extension of the Rush Creek opt out with one major exception. The Rush Creek opt out is written with a ban on the transfer of licenses when a property is sold within the opt out zone. As we head toward a permanent ordinance, consistency among the opt-out zones would simplify and clarify the process. We urge you to consider changing the language in the Lewiston expansion urgency ordinance to also prohibit the transfer of commercial cannabis licenses when properties within the opt out zone are sold.

We would like to thank you for the time and effort you have taken to listen and understand our concerns in this matter. We hope we can count on your support for this extension.

Respectfully,  
Roy and Gayl Ward

**TRINITY COUNTY**  
Item Report 4.1

Meeting Date: 7/20/2021

Department:  
Clerk of the Board

Contact:

Phone:

4.1 Reports/Announcements

**Requested Action:**

- I. Report from Department Heads
- II. Report from County Administrative Officer
- III. Report from Members of the Board of Supervisors



## TRINITY COUNTY

### Item Report 5.1

Meeting Date: 7/20/2021

Department:  
Auditor/Controller

Contact:  
Angela Bickle

Phone:  
(530) 623-1317

#### 5.1 General Fund Contribution to Public Guardian

##### **Requested Action:**

Approve a budget adjustment for Contributions to Other Funds - Dept. 1990 increasing Transfers Out by \$53,888 approve a budget adjustment for Public Guardian - Dept 5105 increasing Transfers In by \$53,888; and approve a budget adjustment for General Fund Contingency decreasing appropriations by \$53,888.

##### **Fiscal Impact:**

Increase in General Fund Appropriation in the amount of \$53,888, current Contingency balance is \$279,572.

##### **Summary:**

Prior to FY 20/21, the Public Guardian department resided within the Health & Human Service Fund - Fund 111. The costs associated with Public Guardian is a General Fund obligation. Annually the County would establish a budget during budget development to transfer funds from the General Fund to the Public Guardian department. During FY 19/20, inadvertently only half of the allocated amount was transferred and this error was not identified by either HHS or the Auditor's office until the current fiscal year. Therefore, the amount not transferred rolled into the General Fund's cash carryover.

As of FY 20/21, the Public Guardian department has been completely transferred within the General Fund which will eliminate the need to transfer funds to cover their costs. However this transfer presented before you is necessary to make the HHS fund whole as they covered these expenses.

##### **Alternatives Including Financial Implications:**

Deny the budget adjustments. This would result in General Fund expenses residing in the Health & Human Services fund not being covered.

##### **Departmental Recommendation:**

It is my recommendation that the Board of Supervisors approve the agenda item as presented.

##### **ATTACHMENTS:**

Description

Contingency Budget Adjustment  
Contributions to Other Funds Budget Adjustment  
Public Guardian Budget Adjustment

7/7/2021

7/7/2021

Department: Contributions to Other Funds

Number: 1990

**Justification for budget adjustment:**

Increase budget appropriation to cover costs incurred between FY 19/20 which were not covered and are a General Fund responsibility

## Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL REVENUE CHANGES				-

## Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
5500	Transfer Out	2,839,896	2,893,784	53,888
			-	-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			53,888

Origin	<u>Angela Bickle</u>		Auditor-Controller
	Signature		Title
Auditor	Auditor Review _____ Date Reviewed: ____/____/____		
	REQUIRES BOARD ACTION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
CAO	CAO Approval _____		Date: ____/____/____
BOS	Approved by Board of Supervisors on: ____/____/____		_____ BOS      _____ AUD

July 20, 2021 Page 262 of 457

# TRINITY COUNTY BUDGET ADJUSTMENT

7/7/2021

Department: Public Guardian

Number: 5100

**Justification for budget adjustment:**

Transfer from General Fund to cover costs incurred between FY 19/20 which were not covered and are a General Fund responsibility

## Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
9800	Transfer In	-	53,888	53,888
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL REVENUE CHANGES				53,888

## Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
			-	-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL EXPENDITURE CHANGES				-

<b>Origin</b>	<u>Angela Bickle</u> <div style="text-align: center; font-size: small;">Signature</div>	<u>Auditor-Controller</u> <div style="text-align: center; font-size: small;">Title</div>
<b>Auditor</b>	Auditor Review _____ Date Reviewed: ____/____/____ REQUIRES BOARD ACTION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>CAO</b>	CAO Approval _____ Date: ____/____/____	
<b>BOS</b>	Approved by Board of Supervisors on: ____/____/____	

**TRINITY COUNTY**  
Item Report 5.2

Meeting Date: 7/20/2021

Department:  
County Administrative Office

Contact:  
Richard Kuhns

Phone:  
530-623-1382

5.2 Resolution: Department Head Salary and Benefits

**Requested Action:**

Adopt a resolution establishing salaries and benefits for Department Heads.

**Fiscal Impact:**

Approximately \$133,501 for FY 21/22.

**Summary:**

In March of 2020 the Board entered into MOU's with the Management and Confidential Unit implementing compensation increases that continue through July 1, 2024. There was already some compaction issues between Department Heads and their Deputies/Assistants that made it so there was little to no incentive for upper management level positions to consider stepping into the Department Head positions when vacancies occurred and the increase in the Management unit salaries increases this compaction. After the last increase for management level positions, the starting range for the Assistant Auditor Controller classification will be \$174.83 greater than the starting salary for the Auditor/Controller. With the Ag Commissioner and the Deputy Ag Commissioner we run into the same issue just not at A step. If our Deputy Ag Commissioner is at E step or above, they are going to be making more than a newly hired Ag Commissioner. Another example of this is with the Sheriff classification. After the negotiated salary increase for the Deputy Sheriff's Association, the Undersheriff will make more than a newly elected Sheriff if they are anything above B step. The proposal Administration would like to make is that, the salary and benefits resolution for Department Heads establishes that the salary range assigned to any Department Head classification shall be no less than 15% above the C step salary of that assigned to their 2nd in command. This will start eliminating the compaction issues we have with upper management and Department Heads and allow for more incentive for those Deputies/Assistants to step up into the Department Head level position when vacancies occur. This is the first step in addressing our classification structure within the county and is setting the stage for developing a well-defined organizational structure.

**ATTACHMENTS:**

Description

Resolution: Department Head Salary and Benefits

**RESOLUTION NO. 2021-XXX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY  
ESTABLISHING DEPARTMENT HEAD SALARIES AND BENEFITS**

**WHEREAS**, the Board of Supervisors is empowered to establish compensation for elected and appointed Department Heads, Management and Confidential, Non-Represented, and Classified employees; and

**WHEREAS**, this resolution supersedes any prior resolutions; and

**WHEREAS**, Government Code Section 3500-3510, known as the Meyers-Milias-Brown Act, allows for full communication between public employers and their employees including Department Heads; and

**WHEREAS**, the Meyers-Milias-Brown Act provides for a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment; and

**WHEREAS**, pursuant to Government Code section 3502, the classifications outlined in this Resolution are not represented by a recognized bargaining unit; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Trinity hereby establishes compensation and benefits for all Department Heads elected and appointed as follows:

**1. SALARIES:**

- a. Salaries shall be established pursuant to a formally adopted salary schedule and updated from time to time.
- b. Effective July 1, 2021, Department Head salaries shall be set so that A step of the salary range assigned is at least 15% above C step of their Deputy, Assistant or equivalent classification.
- c. Department Head's shall receive the same Cost of Living Adjustments (COLA) which are consistent with any Management Unit COLAs.
- d. Effective July 1, 2021, Department Heads who are assigned additional functions, not typically combined in other jurisdictions, are eligible for 10% special compensation per function, upon approval of the County Administrative Officer.

**2. TRAVEL EXPENSES:**

- a. Department Heads shall receive reimbursement for official travel at the rates prescribed by the Internal Revenue Service (IRS) for the use of personal vehicles.
- b. County vehicles shall be used on all business travel when available.
- c. Department Heads shall receive Per Diem in the same manner as the Management and Confidential Unit MOU.

**3. MEDICAL AND LIFE INSURANCE:**

- a. Employee Medical Insurance  
Commencing with the January 2021 premiums, COUNTY shall pay 90% of the bundled premium for eligible employees at the employee only PERS Choice medical premium. Said premium to commence on the 1st of the month following the month of employment for each employee. COUNTY may change medical insurance programs during the term of this contract, and shall

pay the premium for employee medical insurance with comparable coverage to PERS Choice upon change in policies. The bundled premium is the total premium of employee only PERS Choice medical insurance, plus employee only vision insurance and plus family dental insurance.

Employees recognize herein that Medical deductions are made a month in advance and Vision/Dental deductions are made in the month for which the premium applies.

All retirees and any employee hired prior to the date of adoption of this resolution shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Choice premium or other equivalent plan adopted prior to retirement. Employees hired after the date of adoption of this resolution shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution towards any elected plan adopted prior to retirement.

Should an employee and his/her spouse or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one employee may choose in writing to be added to this/her spouse's or registered domestic partner's insurance as a dependent, and the County will make a contribution to the dependent coverage that is equal to 90% of the bundled premium for eligible employees at the employee only PERS Choice medical premium, but in no event shall the total County contribution be greater than \$850.00 per spouse.

If after the first full year of their agreement, the Management and Confidential Unit meet and agree to the offering of a 401(a) plan, said plan will be offered to Department Heads hired after adoption of this resolution.

b. Retiree Medical Insurance

All retirees, retired or hired prior to the date of adoption of this resolution, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Choice premium.

Employees hired after the date of adoption of this resolution, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution.

For covered employees hired on or prior to adoption of this resolution who retire from active County service, the retiree medical premium will be paid as follows:

- (1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
- (3) The County will concurrently reimburse the retiree the PERS Choice



employee only rate, minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.

For covered employees hired after adoption of this resolution who retire from active County service, the retiree medical premium will be paid as follows:

- (1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

c. Total County Medical Contribution Cap

Notwithstanding the foregoing, County contributions for medical, dental and vision insurance shall be capped at a total cost to County of \$850 per month. Employees shall be responsible for any future increases in medical, dental or vision insurance costs above the \$850 cap, except that, upon retirement, employees hired prior to adoption of this resolution shall be entitled to PERS Choice employee only full medical benefits as stated in section 3(a) and 3(b) of this resolution.

d. Employee Life Insurance, Vision and Dental Coverage

County shall pay the entire premium for Department Heads' life insurance with \$50,000 coverage. Said premiums shall commence on the 1<sup>st</sup> of the month after completion of six (6) months of employment. County may change life insurance providers during the term of this agreement given the benefits provided are equal to those currently in effect.

e. Opt-Out Provision (Cash-in-Lieu)

Continuing through June 30, 2025, any Department Head hired prior to the adoption of this resolution, who is eligible and elects not to participate in the COUNTY'S medical, dental and/or vision benefits, shall be entitled to the COUNTY'S cost, up to the maximum amount described herein, as a contribution to a member's qualified deferred compensation account, flexible benefit plan or as a cash payment of not more than seven hundred dollars (\$700.00). If the member elects to receive benefits under this section as a cash payment, such payment will be reduced by payroll costs and deductions (Medicare and FICA). If the member elects to receive a benefit under this section as a contribution to the member's qualified deferred compensation account or flexible benefit plan, the entire \$700.00 may be applied toward the benefit.

Commencing July 1, 2025, any Department Head hired prior to the adoption of this resolution, who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation account of not more than seven hundred dollars (\$700.00).

Department Heads hired after the adoption of this resolution, are not eligible for the contribution to a deferred compensation account, flexible benefit plan or cash

payment opt-out options above.

Any eligible Department Head who elects to opt-out of County medical insurance shall provide proof of insurance showing the coverage period to the County on an annual basis and/or when requested.

**4. FLEXIBLE BENEFIT PLAN:**

County shall provide a flexible benefit plan for each Department Head. It is the intent of the parties that the plan conforms with the requirements of Section 125 of the IRS Code and regulations issued pursuant thereto. County shall continue to contribute two hundred seventy dollars (\$270.00) per month to the Department Head's deferred compensation.

**5. RETIREMENT PLANS AND CONTRIBUTIONS:**

The California Public Employee Retirement System (CalPERS) Pension Plan is designated as the County's primary retirement plan for the Department Head's at a current formula of 2.5% at 55 for non-safety and 3% at 50 for safety department heads.

Department Heads shall contribute an amount equal to 8% of salary as the required employee contribution to their retirement accounts. The County shall pay the employer's contribution.

Commencing January 1, 2013, all newly employed Department Head's, regardless of prior participation in CalPERS, shall be placed on a separate tier retirement plan.

County shall implement a 2% at 62 with a maximum benefit of 2.5% at 67 retirement plan for non-safety employees and a 2% at 50 with a maximum benefit of 2.7% at 57 for safety employees. The Department Head's shall pay no less than fifty percent (50%) of the basic cost of the applicable plan.

County has implemented a CalPERS Section 21548 Pre-Retirement Option 2W Settlement Death Benefit that the employee's beneficiary is entitled to under the terms and condition set by PERS.

**6. INCORPORATION OF PERSONNEL POLICIES**

Employees under this agreement shall be subject to all provisions of the County Personnel Code and County Policies, (Trinity County Code section 2.60 incorporated by reference herein) as amended, except as provided by law.

**7. HOLIDAYS**

a. Holiday Leave as provided in the Trinity County Code Chapter 2.60, Article IX, Section 2.60.530, subsection A, shall include December 24 (Christmas Eve).

b. Article IX, Section 2.60.530, subsection B, shall be modified as follows:

- (1) When a holiday as defined in this section falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday as defined in this section falls on a Sunday, the following Monday shall be observed as a holiday.

- (2) When December 24 falls on a Friday it shall be observed on the preceding Thursday.
- (3) When December 24 falls on a Sunday it shall be observed on the preceding Friday.

**DULY PASSED AND ADOPTED** this 20<sup>th</sup> day of July, 2021, by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES: Supervisors  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None

---

JEREMY BROWN, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

RICHARD KUHNS, PSY.D  
Clerk of the Board of Supervisors

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

## TRINITY COUNTY

### Item Report 5.3

Meeting Date: 7/20/2021

Department:  
Human Resources

Contact:  
Shelly Nelson

Phone:  
(530) 623-1325

#### 5.3 Modify Clerk Recorder Allocation List - Program Manager

##### **Requested Action:**

Modify the departmental allocation list for the Clerk/Recorder/Assessor's Office to read: Two (2) Account Clerk I/II, or Accounting Technician I/II /Senior, or Accountant I/II or Program Manager, effective July 20, 2021.

##### **Fiscal Impact:**

Approximate cost in salary and benefits per month for a Program Manager at A step is \$9,341.

##### **Summary:**

The Clerk/Recorder/Assessor Office requests approval to modify their allocation list for the Account Clerk I/II, or Accounting Technician I/II /Senior, or Accountant I/II classifications by increasing its allocation from one (1) to two (2) and including the position of Program Manager.

The office has been without election staff since September 2020. The County has run multiple recruitments for entry level staff without success. With a recall election scheduled for September 14, 2021, preparation for the Gubernatorial Election cycle that starts November 2021 and redistricting that must be completed by December 2021, it is crucial that this office has qualified staff. This office needs an individual who can interpret laws & regulations, including new laws proposed by legislation, and competently develop and implement policies and procedures based on any new laws. In Elections, the laws are frequently changing so it is imperative that this office has a qualified individual to assist the Department Head to ensure Trinity County stays compliant.

Recruiting for a higher-level and experienced individual will benefit the County as this individual will focus and assist primarily on the functions within the Elections Division of the Clerk/Recorder/Assessor/Elections offices.

There is sufficient funding within the office's budget to cover this position.

##### **Alternatives Including Financial Implications:**

Deny the request and advise staff.

##### **Departmental Recommendation:**

It is staff's recommendation to modify the departmental allocation list for the Clerk/Recorder/Assessor Office to read: Two (2) Account Clerk I/II, or Accounting Technician I/II

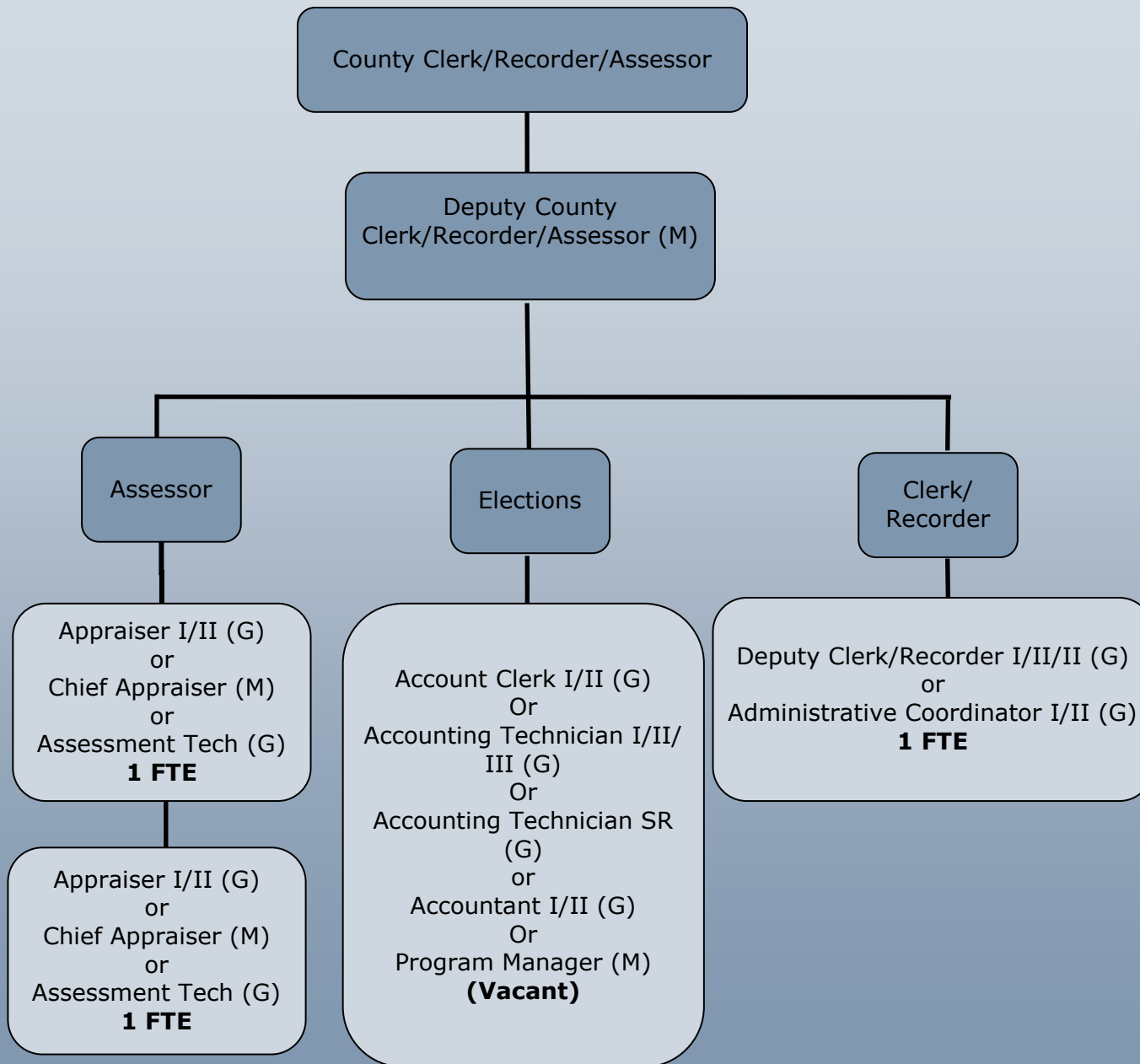
/Senior, or Accountant I/II or Program Manager, effective July 20, 2021.

**ATTACHMENTS:**

Description

Organization chart

Salary Benefits Worksheet



Payroll Rates - Refer to Budget Forecasting Sheet for Additional Information and Calculations																
All Miscellaneous General & Other Unit; Board of Supervisors; Department Heads - Prior to and After AB340 General Management Department Head									7.65%	42.60%		\$ 0.13	\$ 862.87		7.00%	
												\$ 1.12	\$ 868.31	3.00%		
												\$ 1,140.87				
EE ID	Salary		Position Title	FTE	Full Time Hrs/Mo	Base Monthly Salary Rate	Additional Monthly Incentive Pay	# of Mo.	# 1010	# 1100	# 1200	# 1210	# 1300	# 1300	# 1400	Total
	Range	Step							Regular Salary	FICA	County PERS	LIUNA	Benefits	Deferred Comp	UI	
	M237	A	Program Manager	1.00	173.33	5,375.03		1	5,375	411	2,289.76	194	868	161	41	\$ 9,341
Totals				1.00					\$ 5,375	\$ 411	\$ 2,290	\$ 194	\$ 868	\$ 161	\$ 41	\$ 9,341

**TRINITY COUNTY**  
Item Report 5.4

Meeting Date: 7/20/2021

Department:  
Human Resources

Contact:  
Shelly Nelson

Phone:  
(530) 623-1325

5.4 Above A Step: Staff Services Manager - Fiscal

**Requested Action:**

Pursuant to Trinity County Code Section 2.60.410(A) authorize hiring Candidate No. 111394 as a Staff Services Manager at Range M241 Step E in Health & Human Services - Fiscal, effective July 20, 2021.

**Fiscal Impact:**

Approximate cost in salary and benefits per month for a Staff Services Manager at A step is \$9,675 and at E step is \$11,522.

**Summary:**

The Health & Human Services Department - Fiscal Division ran a recruitment to fill a recent vacancy of Staff Services Manager due to a former employee's retirement. The applicant that scored the highest amongst the interview panelists has both the education and 27 years combined experience in the same classification series with another northern California County.

This department is requesting the Board approve offering above A step to E step. This salary range and step would commensurate with the employee's training and experience, which exceeds the position's minimum requirements.

This employee's long experience in both the field and management would provide a smooth transition for the department and staff.

**Alternatives Including Financial Implications:**

Do not approve and direct staff.

**Departmental Recommendation:**

It is the department's recommendation that the Board authorize hiring candidate no. 111394 as a Staff Services Manager at Range M241 Step E in Health & Human Services - Fiscal, effective July 20, 2021.

**ATTACHMENTS:**

Description



County Code 2.60.410  
Organization chart  
Salary & Benefits worksheet

## 2.60.410 - Appointments.

- A. Advance steps for new hires and voluntary reappointments to permanent full-time and permanent part-time positions may be requested under the following provisions and conditions:
1. There is a demonstrated inability to recruit applicants at the entry level step as certified by the personnel officer.
  2. Prior to the appointment of a new employee to a class or of a present employee seeking a voluntary reappointment, the department head shall make a written request to the personnel officer to establish compensation at a rate of Step B through E in the range assigned to the class when a candidate has training and/or experience beyond the minimum qualifications which is of the same type and level as that involved in the full and satisfactory performance in the class to which the candidate is being appointed. Such request shall follow prescribed procedures and provide sufficient documentation to enable the personnel officer to determine the eligibility for advanced steps.
  3. This information shall be presented to the board of supervisors by the personnel officer, and when appropriate, the respective department head or a representative of the department shall be present. The board of supervisors, by majority vote, shall authorize appointment at a level above the entrance step of the appropriate range.
- B. Upon reinstatement of a previous permanent employee separated due to a reduction in force, or otherwise terminated in good standing, the compensation rate may be established at any step in the range for the class, upon approval of the personnel officer, provided that it shall not exceed the step occupied at the time of leaving county service and the class specifications for the classification have not changed. In cases involving reinstated employees separated due to a reduction in force, reinstatement shall be at the same step occupied at the time of leaving county service and the anniversary date of the employee shall remain the same less the period of time while on layoff.
- C. Upon request of the department head, an extra help employee may be hired above Step A of the appropriate range, if such employee has had prior service in a permanent position in the same classification within the same department or if the individual is currently employed in a permanent position in the same classification

in another county department. Such requests shall be made in writing to the personnel officer who will approve, disapprove, or modify the request based on the individual's training and/or experience and the needs of the county.

- D. The compensation for an employee receiving a promotional appointment to a permanent full-time or permanent part-time position shall be at the entrance step of the promoted class, or within five dollars of a five percent increase in the monthly salary, whichever is the greater. However, in no case shall the salary exceed the maximum step assigned to the promoted class.
- E. Prior to promotion, a department head may request approval to establish a compensation rate for a promotional candidate at a higher step in the range than that provided in subsection D of this section of this chapter. The provisions and conditions established in subsection A of this section of this chapter shall govern such requests.
- F. A new anniversary date shall be established upon the promotion date of an employee.
- G. Disciplinary demotions shall be handled under the guidelines and procedures established under Article X of the the county personnel ordinance. Upon disciplinary demotion, an employee shall be assigned to any step in the lower classification range which is at least five percent less than the salary received in the previous class. The employee shall lose all seniority rights in the previous class and the time served in the previous class shall be credited to the new class for the purpose of establishing seniority lists. All disciplinary demotions require approval by the department head. The personnel officer shall insure that disciplinary demotions are handled according to proper procedures. A new anniversary date shall be established upon the effective date of demotion.
- H. If an employee transfers to a different position in the same class, or to a different classification with the same salary range, no pay adjustments shall be made and the individual's anniversary date shall remain the same.
- I. Upon involuntary reappointment, the employee shall continue to receive the same rate of pay if that rate corresponds with a step in the new range. If the employee's rate of pay does not correspond with a step in the range for the new class, then the employee's rate of pay shall be reduced to the nearest dollar amount in the new range. If the employee's pay, prior to the involuntary reappointment is above the maximum step in the new range, pay shall be established at the maximum step

in the new class. Under no circumstances shall an employee receive a salary increase upon an involuntary reappointment. The anniversary date of an employee shall remain the same upon an involuntary reappointment.

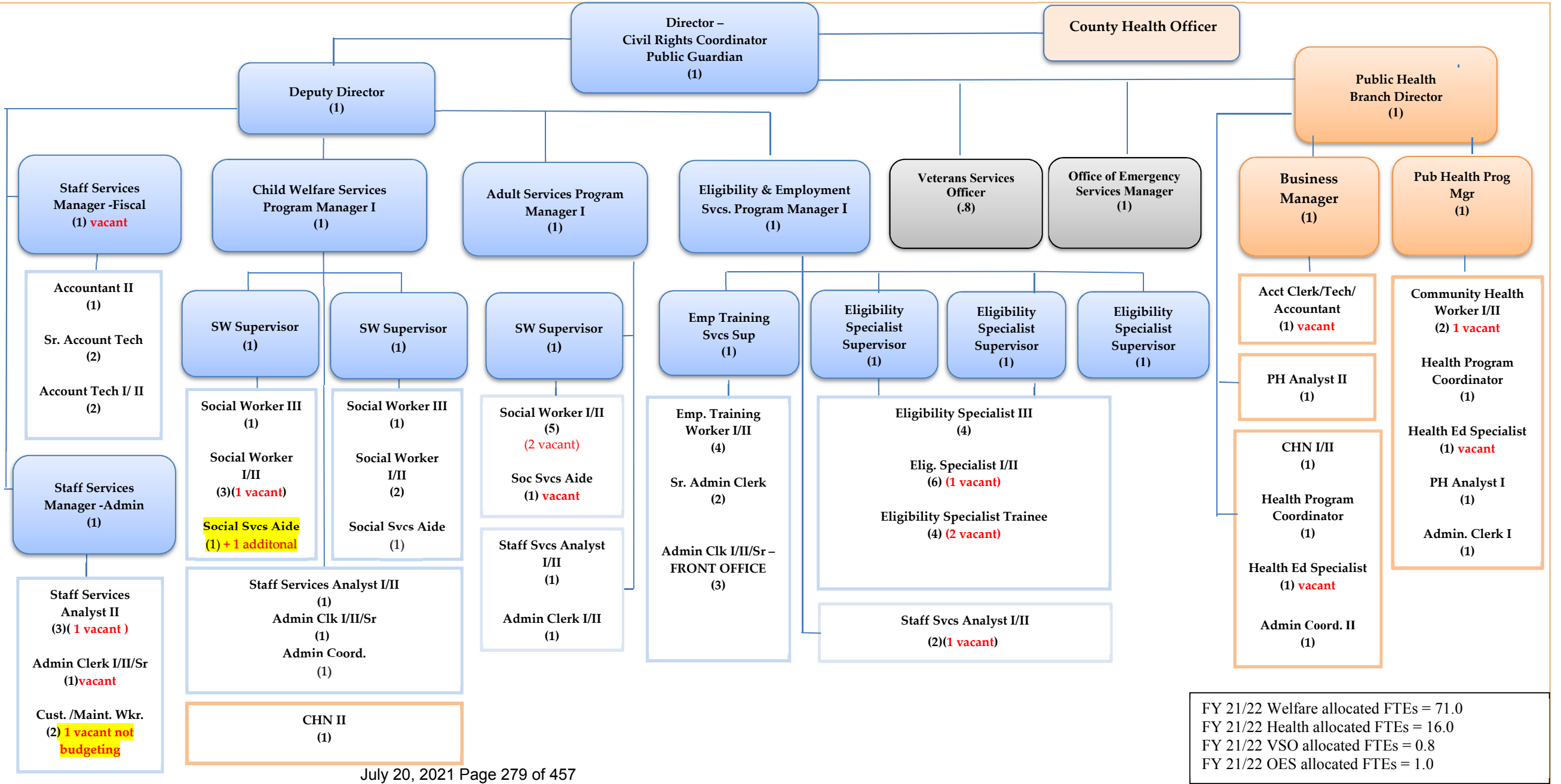
(Ord. 1087 §1(part), 1986)



Trinity County Health and Human Services Department  
Budgeted Position Organizational Chart

51 Industrial Park Way, P.O. Box 399

Weaverville, CA 96093-1470  
Phone: (530) 623-1265 or (800) 851-5658  
Fax: (530) 623-1250  
May 21, 2021



**Payroll Rates - Refer to Budget Forecasting Sheet for Additional Information and Calculations**

	General	7.65%	42.60%	\$ 0.13	\$ 862.87		7.00%	
	Management	7.65%	42.60%	\$ 1.12	\$ 868.31	3.00%	7.00%	
	Skilled Trades	7.65%	42.60%	\$ 1.21	\$ 862.87		7.00%	
	Deputy Sheriff's Association - Classic Safety	7.65%	78.12%	\$ 0.91	\$ 870.87		7.00%	
	Deputy Sheriff's Association - PEPPRA Safety	7.65%	13.69%	\$ 0.91	\$ 870.87		7.00%	
	Probation Peace Officer - Management - Classic Safety	7.65%	78.12%	\$ 0.87	\$ 868.31	3.00%	7.00%	
	Probation Peace Officer - Management - PEPPRA Safety	7.65%	13.69%	\$ 0.87	\$ 868.31	3.00%	7.00%	
	Probation Peace Officer - General - Classic Safety	7.65%	78.12%	\$ 0.13	\$ 862.87		7.00%	
	Probation Peace Officer - General - PEPPRA Safety	7.65%	13.69%	\$ 0.13	\$ 862.87		7.00%	
	Department Head	7.65%	42.60%		\$ 1,140.87		7.00%	

EE ID	Salary		Position Title	FTE	Full Time Hrs/Mo	Base Monthly Salary Rate	Additional Monthly Incentive Pay	# of Mo.	# 1010	# 1100	# 1200	# 1210	# 1300	# 1300	# 1400	Total
	Range	Step							Regular Salary	FICA	County PERS	LIUNA	Benefits	Deferred Comp	UI	
	M241	A	Staff Services Manager	1.00	173.33	5,593.28		1	5,593	428	2,382.74	194	868	168	41	\$ 9,675
																\$ -
	M241	E	Staff Services Manager	1.00	173.33	6,798.66		1	6,799	520	2,896.23	194	868	204	41	\$ 11,522
Totals									\$ 12,392	\$ 948	\$ 5,279	\$ 388	\$ 1,737	\$ 372	\$ 82	\$ 21,197

## TRINITY COUNTY

### Item Report 5.5

Meeting Date: 7/20/2021

Department:  
Planning and Zoning

Contact:  
Kimberly Hunter, Building &  
Planning Director

Phone:  
5306231351 Ext. 2839

5.5 Appeal of Planning Commission Decision by the Planning Director for CCL 397 (P-21-12)

#### **Requested Action:**

Hold an appeal hearing to consider upholding, modifying or overturning the Planning Commission's decision to grant an appeal of the Planning Director's decision to deny an extension under Urgency Ordinance 1355 for Commercial Cannabis License #397 to Jessica Smith/Pirate Farms, LLC on Assessor's Parcel Number 020-410-11-00. (Project Applicant: Jessica Smith/Pirate Farms; Appellant: Planning Director Kim Hunter)

#### **Fiscal Impact:**

Unknown fiscal impact.

#### **Summary:**

On June 10, 2021 the Planning Commission granted appeal P-21-12 for Jessica Smith and directed staff to issue an extension letter for CCL #397.

As stated in the attached appeal application to the and Planning Commission staff report, the denial of the CCL extension was because this license was not issued on or after January 1, 2019.

#### **Discussion:**

Planning Staff is seeking direction on the interpretation of Urgency Ordinance 1355.

Urgency Ordinance 1335, Section II.A.1 states:

*"The term of any cannabis cultivation license issued on or after January 1, 2019, and for which an application to renew such license had been submitted to the County on the effective date of this Urgency Ordinance, shall be deemed to be extended for the term of this Urgency Ordinance, as provided in Paragraph (C) of this Section."*

CCL 397 was last issued on November 5, 2018 and expired on November 4, 2019.

#### **Alternatives Including Financial Implications:**

Grant the appeal and/or provide direction to staff regarding the interpretation of Urgency Ordinance 1355. The granting of this appeal and subsequent issuance of an extension letter will set a precedence for other cannabis cultivation licenses in similar situation which have not been issued

extensions under the Urgency Ordinance because they were not issued on or after January 1, 2019 but are otherwise in good standing.

**Departmental Recommendation:**

Overturn the Planning Commission decision and/or provide direction to staff regarding the interpretation of Urgency Ordinance 1355.

**ATTACHMENTS:**

Description

Planning Commission Staff Report from 6/10/21

Urgency Ordinance 1355

Urgency Ordinance 1355 Amendment

Planning Commison Draft Minutes



<b>TRINITY COUNTY PLANNING COMMISSION STAFF REPORT</b>
--

**APPLICANT/APPELLANT:** Jessica Smith / Pirate Farms LLC

**APPEAL REQUEST:** Appeal of Director's Decision to deny the renewal extension for CCL #397

**LOCATION:** 3738 Zenia Bluff Rd., Zenia (APN: 020-410-11-00)

**APPROX. ACREAGE:** 94+/- acres

**ZONING DISTRICT:** Unclassified (UNC)

**ZONING DISTRICT OVERLAYS:** None

**GENERAL PLAN DESIGNATION:** Agriculture (A)

**STAFF RECOMMENDATION:** Deny the appeal.

**ADJACENT LAND USE AND ZONING INFORMATION:**

Direction	Land Use	Zoning	General Plan Designation
North	Vacant/Residential	Unclassified	Resource/Agriculture
South	Vacant/Agriculture	Unclassified	Agriculture
East	Residential/Agriculture	TPZ/Unclassified Production Zone	Resource
West	Residential/Agriculture	Unclassified	Resource

**SUMMARY:** Jessica Smith submitted an appeal of the Director's decision to deny an extension letter under Urgency Ordinance 1355 for Cannabis cultivation license (CCL) #397. The initial extension denial letter (dated January 5, 2021) was issued because renewal fees had not been submitted prior to December 9, 2020 which is the date that Urgency Ordinance 1355 was approved.

License renewal fees were paid on April 12, 2021 during the 30-day period provided by the Board of Supervisors. The file was again screened for an extension when it was determined that the cultivation license was last issued on November 5, 2018. Unfortunately, since the license was not issued on or after January 1, 2019, it still does not qualify for an extension.

Section II A(1) of Urgency Ordinance 1355 states that:

***"The term of any cannabis cultivation license issued on or after January 1, 2019, and for which an application to renew such license has been submitted to the County on the***

***effective date of this Urgency Ordinance, shall be deemed to be extended for the term of this Urgency Ordinance as provided in Paragraph C of this Section.***

Section II A(3) states:

***“Applicants for licenses under Sub-Paragraph (1) and (2) of this Paragraph must pay the applicable application renewal fees and submit a renewal application as a condition of receiving the extension of their licenses for the term of this Urgency Ordinance.”***

(Note: ***Emphasis added***)

**ATTACHMENTS:**

- 1) Appeal application dated March 4, 2021
- 2) Appeal letter with letter dated February 10, 2021
- 3) Email from Jessica Smith dated February 5, 2021
- 4) Extension denial letter and checklist dated January 6, 2021
- 5) Urgency Ordinance 1355 (Pages 4-5 only)



COUNTY OF TRINITY

APPEAL OF PLANNING DIRECTOR'S  
DECISION TO PLANNING COMMISSION

RECEIVED

MAR 04 2021

TRINITY COUNTY  
PLANNING DEPARTMENT

Received Stamp

Name: Jessica Smith / Pirate Farms LLC

Phone: 707-382-2274

Email: s.jessica15@yahoo.com

Physical Address or APN: 020-410-11-00

Mailing Address: PO Box 548, Garberville, CA 95542

Decision of Planning Director rendered on (date): 2/2/21

Planning Director's Decision was to: ☐ Approve ☒ Deny ☐ Continue

Request for: Reversal of Planning Director's decision denying the renewal extension for CCL 397.

Reason for Appeal:

See attached document.

Signature: Jessica Smith

Date: January 30, 2021

Clerk's Use Only

Date Filed: \_\_\_\_\_

Fee Collected: \_\_\_\_\_

Hearing Date: \_\_\_\_\_

Receipt No.: \_\_\_\_\_

Notice Published: \_\_\_\_\_

Notice Mailed: \_\_\_\_\_

Clear

397  
P-21-12

February 10, 2021

Re: Appeal to the Denial of Renewal Extension for CCL 397

Planning Commissioners,

This appeal is filed towards the Planning Director's decision to deny this license extension pursuant to the December 9<sup>th</sup> Urgency Ordinance based on no application fee being tendered before that date. The letter dated January 5, 2021 was received on February 2, 2021.

There is no valid basis for the denial of this extension. This licensee had attempted to pay this fee two times before the December 9<sup>th</sup> date. The Planning Department had been shut down to in person submissions and appointments the month leading up to the December 9<sup>th</sup> Urgency Ordinance. The first payment attempt was returned in an unopened packet that contained other building permit fees and maps. The second attempt by mailing in payment was returned from the Post Office for a bad address posted on the website. The third attempt was made via drop box on December 10<sup>th</sup>, 2020. Additionally, this licensee has been in good standing since their first license in 2017. A renewal application was filed in November of 2020 but returned for needing blue signatures (Exhibit A).

Also attached is email correspondence from Jeff Dickey in his capacity as a Cannabis Program Compliance specialist (Exhibit B). In an email dated August of 2020, Jeff relayed information to Flowra staff that the renewal be ready to be issued ASAP. Not only has this licensee shown good faith in completing their payment requirement before December 9, 2020 and had good reason via Mr. Dickey's email that the renewal was to be issued, this licensee also holds a valid CDFA state license and has had one since 2018.

The Urgency Ordinance (UO) passed by the Board of Supervisors on December 9, 2020, has the intention of granting *both* the Planning Department and licensees' relief from the 2020 pandemics that arose. Specifically, the UO states on page 1, "WHEREAS, in order to obtain a renewal license in 2020, an applicant for a cultivation license had to have received a license for 2018 and/or 2019 cultivation years", and on page 2:

"WHEREAS, the County's delay in processing and issuing 2020 cannabis-cultivation renewal licenses places applicants whose licenses have not been processed for this calendar year in jeopardy of losing, or not obtaining, their required state cultivation licenses;

"WHEREAS, the loss of the ability to lawfully supply cultivated cannabis within the regulated, legal state system would, through no fault of their own, expose applicants for 2020 cannabis cultivation renewal applications to significant losses on the considerable investments they have made to maintain lawful cultivation operations in a still-developing and highly competitive market";

"WHEREAS, it would be inequitable to expose applicants for cannabis cultivation licenses to these consequences due to circumstances beyond their control, including the effect of the COVID-19 pandemic and shortages in County staffing;"

"WHEREAS, in addition to the need to relieve 2020 cannabis cultivation license applicants from these potential inequities, the Program will shortly be undergoing a significant change in nature and scope due to the potential and imminent certification of a programmatic Environmental Impact Report."

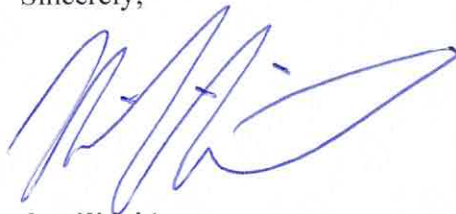
Evidently the Board of Supervisors' intentions were for **all** renewal licenses to be granted the same relief as the Planning Department. Additionally, there are no restrictions against reinstating renewals in the UO or in any other valid commercial cannabis ordinance. In fact, the historical practice of the Planning Department up until November of 2020 was to **accept** expired renewals. Just one day prior to the passing of the UO, Director Hunter issued a memo restricting renewal applications from being submitted as of that date. To halt this historical practice immediately, with no timely notice, is unauthorized authority exercised by the Planning Director. Furthermore,



the UO only states a prohibition against **new** cannabis licenses and stays silent on reinstatement of renewals (Urgency Ordinance Section II(A)(5)).

The denial of this renewal extension is clearly misplaced. Director Hunter cannot exercise authority greater than what is given to her by the Board of Supervisors; meaning she cannot go against the UO and its intentions to give licensees relief from the 2020 pandemics. The denial of this renewal extension must be reversed, and license extension issued immediately.

Sincerely,



**Ana Wright**

Executive Vice President

Flowra

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

M: (530) 739-9908

O: (800) 811-4356, ext 502



EXHIBIT A



# TRINITY COUNTY PLANNING DEPARTMENT

Kim Hunter, Director 530-623-1351

61 AIRPORT ROAD • 530-623-1351  
P.O. BOX 2819 WEAVERVILLE, CA 96093

TRINITY COUNTY  
PLANNING DEPARTMENT

Commercial Cannabis Division  
Phone: 530-623-1351  
FAX: 530-623-1353  
[Info.Planning@trinitycounty.org](mailto:Info.Planning@trinitycounty.org)

## For Office Use Only

Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Receipt number: \_\_\_\_\_  
CCL number: \_\_\_\_\_

## CANNABIS CULTIVATION ANNUAL LICENSE RENEWAL APPLICATION

(Rev. 3/16/2020)

Current Trinity County Cannabis Cultivation Number (CCL-XXXX-XXX):	CCL-2018-397
Cultivation Site Address:	Street: 3738 Zenia Bluff Rd City: Zenia State: CA Zip: 96041
Parcel Number(s):	020-410-11-00
Applicant Name (must match existing permit):	Jessica Smith
Mailing Address:	Street: PO Box 548 City: Garberville State: Zip: 95542
Phone Number:	707-382-2274
Email:	s.jessica15@yahoo.com

## RENEWAL APPLICATION INFORMATION

Please read each option and check the box most applicable.

### 1. Premise Map/Site Plan:

- ☒ There are changes to my Cultivation Site Plan. I have attached a new Cultivation & Operation Plan.  
☐ There are no changes to my Cultivation Site Plan. A new Premise Map is not needed.

### 2. Necessary Documents:

- ☐ I have applied for renewal of my annual variance and/or Director's Use Permit.  
☐ I have updated my Agent's Authorization form.

### 3. **REQUIRED** – Applicant, Owner, State Licensee and Employee List:

- ☐ Categorical Exemption Checklist for sites that are eligible. (CE 1,2,3,4,11)  
☒ Project Description for sites that are ineligible for a Categorical Exemption.

For a summary of how to demonstrate compliance with CEQA with a Categorical Exemption or to demonstrate that compliance with CEQA is underway with the preparation of an Initial Study, refer to the table below. For a more extensive explanation, Frequently Asked Questions, and additional guidance material, go to our commercial cannabis website where you will find helpful material posted on the upper right hand side of the webpage under the heading "Trinity County 2020 New Application and Renewal Guidance" <https://www.trinitycounty.org/Commercial-Cannabis>.

lit does  
12/21/2020



Ana Wright &lt;ana@theflowraplatform.com&gt;

---

**Fwd: Jessica Smith Site visit Zenia 8/14/20**

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**Linnea Kneaper** <linnea@theflowraplatform.com>

Tue, Feb 2, 2021 at 10:12 AM

To: Ana Wright &lt;ana@theflowraplatform.com&gt;, Lisa Wright &lt;lisa@theflowraplatform.com&gt;

Here is the forward from Jeff Dickey from August. Says he told Mary L. to have the renewal ready to issue. But looking back, could he have been talking about the building permits?

**Linnea Kneaper**

Account Manager

Flowra

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

M: (530) 739-5188

O: (800) 811-4356 ext. 510

**Schedule a meeting with me!**<https://calendly.com/linnea-7/30min>

----- Forwarded message -----

From: **Jeff Dickey** <jdickey@trinitycounty.org>

Date: Tue, Aug 18, 2020 at 9:08 AM

Subject: RE: Jessica Smith Site visit Zenia 8/14/20

To: Linnea Kneaper &lt;linnea@theflowraplatform.com&gt;

Yes, and I have already talked to Mary L. and asked her to have the renewal ready to be issued.

**From:** Linnea Kneaper [mailto:[linnea@theflowraplatform.com](mailto:linnea@theflowraplatform.com)]**Sent:** Tuesday, August 18, 2020 8:23 AM**To:** Kristalynne Anderson <[kanderson@trinitycounty.org](mailto:kanderson@trinitycounty.org)>**Cc:** Jeff Dickey <[jdickey@trinitycounty.org](mailto:jdickey@trinitycounty.org)>**Subject:** Re: Jessica Smith Site visit Zenia 8/14/20

Thank you both for the update. Kristy, can you please forward me the final paperwork when it is complete?

Jeff, I assume I would reach out to Mary L. once those permits are paid for the final on the building?

Have a great day!



**Linnea Kneaper**  
Account Manager  
Flowra  
[www.theflowraplatform.com](http://www.theflowraplatform.com)  
M: (530) 739-5188  
O: (800) 811-4356 ext. 510

**Schedule a meeting with me!**  
<https://calendly.com/linnea-7/30min>

On Tue, Aug 18, 2020 at 8:01 AM Kristalynne Anderson <[kanderson@trinitycounty.org](mailto:kanderson@trinitycounty.org)> wrote:

The septic near the residence had a final inspection, I just haven't completed the paperwork yet.

---

**From:** Jeff Dickey  
**Sent:** Tuesday, August 18, 2020 7:03 AM  
**To:** 'Linnea Kneaper' <[linnea@theflowraplatform.com](mailto:linnea@theflowraplatform.com)>; Kristalynne Anderson <[kanderson@trinitycounty.org](mailto:kanderson@trinitycounty.org)>  
**Subject:** RE: Jessica Smith Site visit Zenia 8/14/20

The dwelling and garage are finalized. Kristy can confirm the septic which I believe she approved.

Jeff

---

**From:** Linnea Kneaper [<mailto:linnea@theflowraplatform.com>]  
**Sent:** Monday, August 17, 2020 12:12 PM  
**To:** Kristalynne Anderson <[kanderson@trinitycounty.org](mailto:kanderson@trinitycounty.org)>; Jeff Dickey <[jdickey@trinitycounty.org](mailto:jdickey@trinitycounty.org)>  
**Subject:** Jessica Smith Site visit Zenia 8/14/20

Hello,

I just talked with Jessica and John regarding the site visit from last week. They are under the assumption that both the building and the septic will now be finalized? Can you confirm please? I know there has been some past confusion on this one and I just want to make sure everyone is on the same page.

I believe her CCL renewal from last year is still outstanding due to these items and I would like to get them cleared ASAP.

Thanks for your help!

Best,

**Linnea Kneaper**  
Account Manager

Flowra  
[www.theflowraplatform.com](http://www.theflowraplatform.com)  
M: (530) 739-5188  
O: (800) 811-4356 ext. 510

**Schedule a meeting with me!**  
<https://calendly.com/linnea-7/30min>

**From:** [Jessica Smith](#)  
**To:** [Kim Hunter](#)  
**Cc:** [Richard Kuhns](#); [Margie DeRose](#)  
**Subject:** Jessica Smith/ Pirate Farms Renewal RE: Ccl-397  
**Date:** Friday, February 5, 2021 9:27:51 AM

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To whom it may concern:

I am writing on behalf of a letter that I received that was dated 1/5/2021 with a postmark on the envelope 1/29/2021. I would have resolved this matter much sooner if I had known about it.

The letter states that no renewal fee was received by 12/9/2020. And my license was suspended.

I wrote a check to my consultant and mailed it out on October 23, 2020 to pay my renewal fee for me. I was told on December 3 2020 that my checks had been mailed back to my consultant but was postmarked 11/18/2020 with a forwarding stamp.

On December 3 at 9:14 AM I received a text that my consultant had an appointment to meet with Cody the very next day which would be December 4 to turn in my checks.

I am trying to draw you a timeline so that you are aware that I had every intent to pay my renewal fee on time and honestly thought that it had been handled when my consultant told me that she had walked the checks into the county.

When I received this letter on February 1, 2021 I immediately called my consultant to find out what happened? I was not aware that my renewal check was returned without a date on it thus then missing my dead line.

I am pleading to please understand my situation and that I had every intent on making sure my renewal was paid on time. I really hope you take this into consideration when my appeal is being heard. I have been trying to be compliant for the last four years and really want to do everything right.. Thank you for listening to me. If coming into your office to discuss this further would be beneficial please let me know and I will drive there. My phone number is 707-223-1964 if you have any questions. Thank you for your time.

Jessica Smith  
Pirate Farms, LLC

Sent from my iPhone



**TRINITY COUNTY**  
**COMMUNITY DEVELOPMENT SERVICES**  
BUILDING ♦ PLANNING ♦ ENVIRONMENTAL HEALTH  
CANNABIS DIVISION  
P.O. BOX 2819, WEAVERVILLE, CALIFORNIA 96093  
PHONE (530) 623-1351 ♦ FAX (530) 623-1353

Kim Hunter, Director

1/5/2021

Jessica Smith  
Pirate Farms, LLC  
PO Box 546  
Garberville, CA 95542

Re: CCL-397  
3738 Zenia Bluff Rd.

Dear Jessica,

The Board of Supervisors passed an Urgency Ordinance (No. 1355) on December 9, 2020 to extend previously issued Cannabis Cultivation Licenses if a licensee meets all requirements under the Urgency Ordinance. After a review of your file, it was determined that your expired License CCL-397 on Parcel Number 020-410-11-00, does not qualify for an extension under Trinity County Ordinance No. 1355 for the following reason(s) as indicated by an "X":

- |   |   |
|---|---|
|   | 1) After a State records search, there is no record of a current or pending State Cultivation License |
|   | 2) No renewal application was received by 12/9/2020   |
| X | 3) No renewal fee was received by 12/9/2020   |

- 1) If your County License did not qualify for an extension due to no record of a pending or valid State License, and you have proof that you applied or hold a State License on or before 12/9/2020, please provide this documentation in electronic form along with your County CCL number to [planning.cannabis@trinitycounty.org](mailto:planning.cannabis@trinitycounty.org). Your County License may be considered for an extension under the Urgency Ordinance.
- 2) If your expired County License did not qualify for an extension due to lack of a renewal application on or before 12/9/2020; or
- 3) If your expired County License did not qualify for an extension due to lack of a renewal payment on or before 12/9/2020, please do not submit these items at this time. Check the Commercial Cannabis website regularly at <https://www.trinitycounty.org/Commercial-Cannabis>. Your license may be considered for inclusion in the Transition Plan for the Amended Cannabis Program. Information will be posted on the website soon regarding the Transition Plan.

As a reminder, without a valid Trinity County Commercial Cannabis Cultivation License, or an extension of a previously issued License, you are not authorized to conduct Commercial Cannabis operations including but not limited to cultivation, processing, wholesale, etc. You must also maintain the existing site conditions as agreed to in the "Acknowledgement if Maintaining Existing Site Conditions" form you signed and submitted to the County.

A handwritten signature in black ink, appearing to read "Kim Hunter", is written over a horizontal line.

KIM HUNTER  
Trinity County Planning Director



Reviewed by: Mary L Date: 12/15/20 File Number: 397

Search in: Smart.gov, Master Data Sheet, License Doc's, and Physical File

☐ Did they have an Issued license and a Renewal Application submitted **after January 1, 2019**

Yes: ✓

No: ✓ DA (Do not pass go)

INCOMPLETE RENEWAL  
APP, RENEWAL FEES  
NOT PAID.

☐ Any NOV's, Non-Comp, Violations the have not been resolved (CDFA, CDFW, County, and State)

No: ✓

Yes: \_\_\_\_\_ (Do not pass go)

☐ State License

Yes: ✓

No: \_\_\_\_\_

License #: CCL19-0003798

WHEREAS, in addition to the pending applications for renewal cannabis cultivation licenses, the County received 69 applications in 2019 and 2020 for new cannabis cultivation licenses.

WHEREAS, in March 2020, the Planning Director issued a directive advising that the County would not accept applications for new cannabis cultivation licenses due to the impact of the existing Program's need to process applications for renewal cannabis cultivation licenses.

WHEREAS, the Board of Supervisors finds that the basis for the Planning Director's directive continues to exist; and more specifically, the Board of Supervisors finds that to ensure proper implementation of the Amended Program Ordinance, it is continues to be necessary to preclude issuance of licenses for new cannabis cultivation licenses as provided in Section II of this Urgency Ordinance.

WHEREAS, this suspension of review of new license applications is necessary because it would be infeasible to meaningfully and properly consider the approval of such applications under the standards of the Amended Program Ordinance until the forthcoming transition program is developed, adopted by the Board of Supervisors, and fully implemented.

WHEREAS, for all of the above reasons, the Board of Supervisors finds that the adoption of this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety in that enactment of the provisions within will ensure that licensed cultivation operations may remain in the regulated, legal cannabis market, achieving the objectives of the Program and MAUCRSA.

WHEREAS, the Board of Supervisors further finds that the adoption of this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety in that the provisions within will ensure that the County may as promptly as possible implement the new requirements of the Amended Program Ordinance, thereby ensuring that the Program implements recommended environmental mitigation measures as expeditiously as possible.

WHEREAS, the adoption of this ordinance as a non-urgency ordinance would not allow the provisions stated in Section II to take effect until late January at the earliest, resulting in many of the adverse consequences described above—which are already occurring and having detrimental effects—being continued for several more weeks.

WHEREAS, nothing in this urgency ordinance is intended to address, or shall address, the license for any Type 3/Medium Cultivation Licenses.

**SECTION II:** Based on the above findings, the Board of Supervisors ordains the following measures be immediately implemented:

A. Extension of Previously Issued Cannabis Cultivation Licenses.

1. The term of any cannabis cultivation license issued on or after January 1, 2019, and for which an application to renew such license had been submitted to the County on the effective date of this Urgency Ordinance,



**ORDINANCE NO. 1355**

**AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS  
OF TRINITY COUNTY  
EXTENDING THE TERMS OF PREVIOUSLY ISSUED CANNABIS CULTIVATION  
LICENSES AND PROHIBITING THE ISSUANCE OF LICENSES FOR NEW  
CANNABIS CULTIVATION OPERATIONS PENDING THE CREATION OF A  
TRANSITION PROGRAM IMPLEMENTING THE PROVISIONS AND MITIGATION  
MEASURES OF AN AMENDED CANNABIS PROGRAM ORDINANCE**

The Board of Supervisors of the County of Trinity State of California, ordains as follows:

**SECTION I:** In enacting this Urgency Ordinance, the Board of Supervisors finds as follows:

WHEREAS, the County of Trinity administers a Commercial Cannabis Program (“Program”) that includes the licensing of cannabis cultivation sites throughout the County.

WHEREAS, the County first began licensing commercial cannabis cultivation in 2016.

WHEREAS, the Cannabis Cultivation Ordinance was enacted by Ordinance 815-823 and was amended by Ordinances 315-829, 315-830, 315-841, and 315-843, with the latter amendment occurring on February 20, 2019 (collectively, these ordinances are referred to within as the “Cultivation Ordinance”).

WHEREAS, approximately 490 cannabis cultivation licenses have been issued since the adoption of the Cultivation Ordinance.

WHEREAS, licenses issued under the Cultivation Ordinance are generally issued for a period of one year from issuance, and applicants must apply to renew their licenses for each subsequent year.

WHEREAS, as of the effective date of this Ordinance, approximately 185 cannabis cultivation renewal license applications remained to be processed for the 2020 cultivation year.

WHEREAS, because of the effect of state- and locally-mandated orders concerning the COVID-19 pandemic, and because of a lack of sufficient Program staffing to handle the volume of applications, the County has not been able to timely process all 2020 cannabis cultivation renewal licenses.

WHEREAS, in order to obtain a renewal license in 2020, an applicant for a cultivation license had to have received a license for the 2018 and/or 2019 cultivation years.

WHEREAS in addition to having had to secure licenses for 2018 and/or 2019, applicants for 2020 cultivation license renewals had to have enrolled by 2016 in California Regional Water Quality Board, North Coast Order No. 2015-0023, the Waiver of Waste Discharge Requirements and General Water Quality Certification for Discharges of Waste Resulting from Cannabis Cultivation

and Associated Activities or Operations with Similar Effects in the North Coast Region, dated August 13, 2015 (“Regional Board Order”).

WHEREAS, the securing of a County cannabis cultivation license is, under California Business and Professions Code section 19322(a)(2), necessary to demonstrate local compliance for purpose of obtaining the required state license from a California licensing authority.

WHEREAS, in having enrolled in the Regional Board Order by 2016 and obtained County cultivation licenses in 2018 and/or 2019, cannabis cultivation licensees have been required to expend significant time, money, and resources in maintaining licensed and legally compliant cultivation operations.

WHEREAS, a cannabis “black market” continues to exist locally and statewide, and this unregulated, illegal market continues to compete with the regulated, legal market.

WHEREAS, the objective of the Cultivation Ordinance and California state law, specifically the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), is to provide a path to legal cannabis cultivation.

WHEREAS, a person or entity must possess a state cultivation license to lawfully supply cultivated cannabis to a cannabis processor, manufacturing facility, distributor, or retail operation.

WHEREAS, the County’s delay in processing and issuing 2020 cannabis-cultivation renewal licenses places applicants whose licenses have not been processed for this calendar year in jeopardy of losing, or not obtaining, their required state cultivation licenses.

WHEREAS, the loss of the ability to lawfully supply cultivated cannabis within the regulated, legal state system would, through no fault of their own, expose applicants for 2020 cannabis cultivation renewal application to significant losses on the considerable investments they have made to maintain lawful cultivation operations in a still-developing and highly competitive market.

WHEREAS, it would be inequitable to expose applicants for cannabis cultivation licenses to these consequences due to circumstances beyond their control, including the effect of the COVID-19 pandemic and shortages in County staffing.

WHEREAS, in addition to the need to relieve 2020 cannabis cultivation license applicants from these potential inequities, the Program will shortly be undergoing a significant change in nature and scope due to the potential and imminent certification of a programmatic Environmental Impact Report.

WHEREAS, the County published a Notice of Preparation of an Environmental Impact regarding the Program on December 21, 2018.

WHEREAS, on January 16, 2019, the County held a scoping meeting to elicit public input and comment regarding the preparation of the intended environmental impact report for the Program.



WHEREAS, following the preparation of a Draft Environmental Impact Report (“DEIR”) regarding the Program, the County published Notice of Availability of the DEIR on May 29, 2019.

WHEREAS, on September 26, 2019, the Planning Commission held a workshop to receive public input regarding the DEIR.

WHEREAS, on November 19, 2019, December 11, 2019, and February 11, 2020, the Board of Supervisors held special meetings to receive further public input regarding the DEIR.

WHEREAS, a Final Environmental Impact Report (“FEIR”) has been prepared, which includes written responses to all comments received during the formal comment period on the DEIR.

WHEREAS, to incorporate the mitigations identified in the FEIR into the Program, an amended ordinance has been prepared repealing and amending Chapter 17.43 of the County Code; enacting new sections to Chapters 17.43A, 17.43B, 17.43C, 17.43D, 17.43E, and 17.43F; and enacting new Chapter 17.43G (the “Amended Program Ordinance”).

WHEREAS, a public hearing was held before the Planning Commission on November 19, 2020 and December 3, 2020, following the conclusion of which, the Planning Commission recommended, with suggested modifications, that the Board of Supervisors certify the FEIR and adopt the Amended Program Ordinance.

WHEREAS, the Board of Supervisors is scheduled to hold a public hearing on December 21, 2020 to consider and act upon the Planning Commission’s recommendations concerning certification of the FEIR and adoption of the Amended Program Ordinance.

WHEREAS, if the Amended Program Ordinance is adopted, the amended ordinance would include the mitigation measures recommended by the FEIR, resulting in significant changes being made to the Program, including existing and new cannabis cultivation operations.

WHEREAS, County Staff is presently developing a transition plan to implement the new requirements of the Amended Program Ordinance by, among other things, creating application checklists, informational material (FAQs, advisements, etc.), guidance documents, and other review and compliance resources.

WHEREAS, it is in the best interest of the public, the environment, and the Program that County Staff devote its time, resources, and efforts toward implementing the requirements of the Amended Program Ordinance as promptly as possible.

WHEREAS, to allow County Staff to properly focus its efforts on developing and effecting a transition plan regarding the Amended Program Ordinance, and at the same time to avoid the inequities to applicants for 2020 cannabis cultivation licenses, as described above, the Board of Supervisors finds there is a compelling and immediate public need to extend the dates of previously issued cannabis cultivation licenses, as provided in Section II of this Ordinance.

WHEREAS, in addition to the pending applications for renewal cannabis cultivation licenses, the County received 69 applications in 2019 and 2020 for new cannabis cultivation licenses.

WHEREAS, in March 2020, the Planning Director issued a directive advising that the County would not accept applications for new cannabis cultivation licenses due to the impact of the existing Program's need to process applications for renewal cannabis cultivation licenses.

WHEREAS, the Board of Supervisors finds that the basis for the Planning Director's directive continues to exist; and more specifically, the Board of Supervisors finds that to ensure proper implementation of the Amended Program Ordinance, it is continues to be necessary to preclude issuance of licenses for new cannabis cultivation licenses as provided in Section II of this Urgency Ordinance.

WHEREAS, this suspension of review of new license applications is necessary because it would be infeasible to meaningfully and properly consider the approval of such applications under the standards of the Amended Program Ordinance until the forthcoming transition program is developed, adopted by the Board of Supervisors, and fully implemented.

WHEREAS, for all of the above reasons, the Board of Supervisors finds that the adoption of this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety in that enactment of the provisions within will ensure that licensed cultivation operations may remain in the regulated, legal cannabis market, achieving the objectives of the Program and MAUCRSA.

WHEREAS, the Board of Supervisors further finds that the adoption of this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety in that the provisions within will ensure that the County may as promptly as possible implement the new requirements of the Amended Program Ordinance, thereby ensuring that the Program implements recommended environmental mitigation measures as expeditiously as possible.

WHEREAS, the adoption of this ordinance as a non-urgency ordinance would not allow the provisions stated in Section II to take effect until late January at the earliest, resulting in many of the adverse consequences described above—which are already occurring and having detrimental effects—being continued for several more weeks.

WHEREAS, nothing in this urgency ordinance is intended to address, or shall address, the license for any Type 3/Medium Cultivation Licenses.

**SECTION II:** Based on the above findings, the Board of Supervisors ordains the following measures be immediately implemented:

A. Extension of Previously Issued Cannabis Cultivation Licenses.

1. The term of any cannabis cultivation license issued on or after January 1, 2019, and for which an application to renew such license had been submitted to the County on the effective date of this Urgency Ordinance,

shall be deemed to be extended for the term of this Urgency Ordinance, as provided in Paragraph (C) of this Section.

2. Should any cannabis cultivation license in effect as of the date of this Urgency Ordinance be scheduled to expire after the effective date of this Urgency Ordinance, the term of such license shall be extended for the term of this Urgency Ordinance, as provided in Paragraph (C) of this Section.
3. Applicants for licensees under Sub-Paragraph (1) and (2) of this Paragraph must pay the applicable renewal application fees and submit a renewal application as a condition for receiving the extension of their licenses for the term of this Urgency Ordinance.
4. The County shall take all actions reasonable and prudent to advise California state licensing authorities of the extensions of their local authorities as evidenced by the licenses as provided under this Urgency Ordinance.
5. Nothing in this Urgency Ordinance shall be interpreted to allow any licensee to violate any term or condition of any issued cannabis cultivation license or any provision of the Trinity County Code or state law. Nor shall anything in this Urgency Ordinance be interpreted to abridge or preclude the County's authority to suspend, revoke, or modify any license or seek any remedy authorized by law.
6. Transfer of an existing license to a new property shall be treated as a new application, and shall be subject to the prohibition to the Urgency Ordinance as stated in Paragraph B.

B. Prohibition on Issuance of New Cannabis Cultivation Licenses. The County may not accept, approve, or issue any application for a new cannabis cultivation license for the term of this Urgency Ordinance, as provided in Paragraph (C) of this Section.

C. Term of this Urgency Ordinance. This Urgency Ordinance shall take effect immediately and shall expire on the earlier of (1) 270 days from the effective date of this ordinance, as stated in Paragraph (D), or (2) the effective date of any further or subsequent ordinance suspending, repealing, amending, or superseding this Urgency Ordinance.

D. Effective Date. The effective date of this Urgency Ordinance is December 9, 2020.


**SECTION III:** This Ordinance is an urgency ordinance necessary for the immediate preservation of the public peace, health and safety. Pursuant to Government Code section 25123, subdivision (d), this ordinance shall take effect immediately upon adoption by four-fifths of the Board of Supervisors, and prior to the expiration of fifteen (15) days from the adoption thereof shall be

published at least one time in the *Trinity Journal*, a newspaper of general circulation in Trinity County.

**SECTION IV.** This ordinance is exempt from CEQA under the general rule that it can be seen with certainty that the temporary extension of existing cannabis cultivation licenses and prohibition on approval of new cultivation licenses have no possibility of having a significant effect on the environment, as set forth in California Code of regulations, title 14, section 15061, subdivision (b)(3). Further, this ordinance is exempt from CEQA pursuant to the provisions of Public Resources Code section 21080, subdivision (b)(4) and California Code of regulations, title 14, sections 15307 and 15308, in that the measures provided within are intended to protect natural resources and the environment. In addition, the extension of the duration of existing licenses under the terms provided within does not constitute a CEQA project under applicable case authorities, including *Moss v. County of Humboldt* (2008) 162 Cal.App.4th 1041, 1049, and *Latinos Unidos de Napa v. City of Napa* (2013) 221 Cal.App.4th 192, 202.

Introduced, passed and enacted at a special meeting of the Board of Supervisors held on the 9<sup>th</sup> day of December 2020 by the Board of Supervisors of the County of Trinity by motion, second (Morris/Brown), and the following vote:

AYES:	Supervisors Brown, Morris, Groves, Fenley and Chadwick
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

  
JEREMY BROWN, VICE-CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California


ATTEST:

RICHARD KUHNS, Psy.D  
Clerk of the Board of Supervisors

By: 

Deputy

APPROVED AS TO FORM AND LEGAL EFFECT:

  
Margaret E. Long, County Counsel

ORDINANCE NO. 1355.1AMEND

AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY  
AMENDING URGENCY ORDINANCE 1355 REGARDING  
EXTENDING THE TERMS OF PREVIOUSLY ISSUED CANNABIS CULTIVATION LICENSES AND  
PROHIBITING THE ISSUANCE OF LICENSES FOR NEW CANNABIS CULTIVATION OPERATIONS  
PENDING THE CREATION OF A TRANSITION PROGRAM IMPLEMENTING THE PROVISIONS AND  
MITIGATION MEASURES OF AN AMENDED CANNABIS PROGRAM

**Section I:** The Board of Supervisors of the County of Trinity, State of California, ordains as follows:

The County hereby amends the following language of Urgency Ordinance 1355:

WHEREAS, nothing in this urgency ordinance is intended to address, or shall address, the issuance of any annual license for any Type 3/Medium Cultivation License or other license type that has a site-specific CEQA environmental determination adopted by the Planning Commission.

Section II:


A. Extension of Previously Issued Cannabis Cultivation Licenses.

1. The term of any cannabis cultivation license issued on or after January 1, 2019, and for which an application to renew such license had been submitted to the County on the effective date of this Urgency Ordinance or between April 12, 2021 to May 11, 2021, shall be deemed to be extended for the term of this Urgency Ordinance, as provided in Paragraph (C) of this Section.

**Section II:** This Ordinance amends an urgency ordinance necessary for the immediate preservation of the public peace, health and safety. Pursuant to Government Code section 25123, subdivision (d), this ordinance shall take effect immediately upon adoption by four-fifths of the Board of Supervisors, and prior to the expiration of fifteen (15) days from the adoption thereof shall be published at least one time in the *Trinity Journal*, a newspaper of general circulation in Trinity County.

Introduced at a regular meeting of the Board of Supervisors held on the 20th day of April 2021, by the Board of Supervisors of the County of Trinity by motion, second (Groves/Frasier), and the following vote:

AYES:	Supervisors Frasier, Groves, Cox, Gogan, and Brown
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None


  
JEREMY BROWN, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

RICHARD KUHNS, Psy.D  
Clerk of the Board of Supervisors

By:   
Deputy

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
Margaret E. Long, County Counsel



## Draft/Excerpt Item 9 June 10, 2021 Minutes

**Item 9. APPEAL OF PLANNING DIRECTOR'S DECISION (P-21-12):** An appeal of the Planning Director's Decision to deny an extension under Urgency Ordinance 1355 for Commercial Cannabis Cultivation License (CCL) #397 for 3738 Zenia Bluff Road, Zenia. Appellant: Jessica Smith. Assessor's Parcel Number 020-410-11-00.

Lisa Lozier presented the staff report and a timeline of application submissions, screenings and communication with the appellant, and stated that additional information was available from the file to address potential questions of the Commission.

The public hearing was opened speakers were Ana Wright-Flowra, Lisa Wright of Lewiston, John Miranda-Zenia, Tom Ballanco-Douglas City, being there were no other speakers or comments for this item the public hearing was closed. Discussion was brought back to the Commission.

Discussion of the Commission revolved around procedural practice at the department.

By motion made and seconded (McHugh/McIntosh) and carried 4-0 to grant the appeal find that the appellant was in compliance and was unable to get the process done in a timely manner, thru no fault of their own, whilst the county delayed under the guise of the urgency ordinance.

## TRINITY COUNTY

### Item Report 5.6

Meeting Date: 7/20/2021

Department:  
Planning and Zoning

Contact:  
Kim Hunter, Building & Planning  
Director

Phone:  
(530)623-1351 Ext 2839

5.6 Appeal of Planning Commission Decision: Citizens for Proper Community Planning (P-19-38)

#### **Requested Action:**

Hold an appeal hearing to consider upholding, modifying or overturning the Planning Commission's decision to make a determination for a Mitigated Negative Declaration in accordance with the California Environmental Quality Act, and approve a Conditional Use Permit for Trinity Equipment & Materials, LLC on Assessor's Parcel Number 024-220-56-00. (Project Applicant: Thomas Ballanco; Appellant: Citizens for Proper Community Planning)

#### **Fiscal Impact:**

Unknown fiscal impact.

#### **Summary:**

The appellant, Citizens for Property Community Planning, represented by Underwood Law Office, P.C., have appealed the Planning Commission's decision to adopt the determination of a Mitigated Negative Declaration (MND) for the California Environmental Quality Act (CEQA) and grant a Condition Use Permit (CUP) for the operation of an onsite commercial cannabis nursery, non-volatile manufacturing, and distribution facility.

#### **Discussion:**

The proposed T.E.A.M. Commercial Cannabis Project (proposed project) is located within Trinity County, in the town of Weaverville. The project site is located at 311 Industrial Park Way, Weaverville, California. The 6.90-acre site is situated on the Lower Bench area of the Trinity Alps Business Park. Primary site access is provided via the paved Industrial Park Way road off of Highway 299.

The proposed project would develop the property with facilities and infrastructure to accommodate cannabis nursery, distribution, Type 6 (non-volatile), and manufacturing operations. These operations are summarized as follows:

- Nursery operations would be conducted inside propagation chambers in buildings up to 2,000 square feet and in up to 20,000 square feet of enclosed greenhouses with impermeable floors. This operation will employ 2-8 employees on a seasonal basis.
- Distribution operations would be conducted inside 1-2 enclosed steel buildings, each up to 5,000 square feet. This operation will employ 6-12 people through the year.
- Manufacturing operations would be conducted inside an enclosed steel building up to 5,000

sq. ft. in size. Pursuant to state license conditions the interior environment will be strictly controlled including temperature, humidity, and airflow. Any exhaust will be subjected to carbon filtration prior to venting to the atmosphere. All entrances, exits, loading docks, cannabis storage facilities and related operations will be covered by video monitoring and 24-hour onsite security. This operation will employ 4-8 employees throughout the year.

The application and CEQA IS/MND also include proposed testing and processing operations which were not included in the approved CUP:

- Proposed testing operations proposed for the site did not meet the criteria established by Trinity County Zoning Code section 17.43C for Cannabis Testing Facility Regulations.
- Processing Operations are not currently not recognized or provided for in the Trinity County Zoning Code although provisions are included in state law for this type of operation.

Should the testing and processing uses become viable operations at the project site in the future, the CEQA determination has been made an amendment to the CUP may be submitted requesting to include those uses.

The CUP was approved for Nursery, Non-Volatile Manufacturing and Distribution operations only which are respectively addressed by 17.43A, 17.43F, and 17.43B. Specific findings required by the applicable code sections were initially left out of the staff report and resolution. These findings were read into the record at the Planning Commission and included in the record which is an appropriate and acceptable action in such circumstances.

On June 18, 2021, an appeal of the Planning Commission's decision was filed by the Citizens for Proper Community Planning based on the following:

1. The Planning Commission's improper determination of General Plan consistency;
2. Inadequate CEQA review, analysis and mitigation for the proposed project; and
3. Insufficient CUP findings regarding land uses, injurious impacts and plan consistency.

#### **Alternatives Including Financial Implications:**

Grant the appeal or remand the project to the Planning Commission for modification.

#### **Departmental Recommendation:**

Deny the appeal based on the following:

1. No written comments were received during the 30-day public comment period for CEQA citing inadequate CEQA review, analysis and mitigation.
2. No comments were presented in writing or in oral testimony from the public in opposition to this project at the Planning Commission meeting.
3. Uses described for the lower level of the Trinity Alps Business Park with a Conditional Use Permit include heavy commercial and industrial uses. (A cannabis nursery CUP has already been approved in 2018 on an adjacent parcel but has since expired.)
4. The proposed commercial cannabis uses are all allowed within an SUD zone where heavy commercial and industrial uses are permitted.
5. Including those findings read into the record at the June 10th meeting prior to approval, adequate findings were made by the Planning Commission for this project.



**ATTACHMENTS:****Description**

Appeal Request Application Form

Planning Commission Staff Report from 6/10/21

Resolution 2021-08 T.E.A.M. CUP

Planning Commission Memo (P-19-38)

Planning Commission Meeting Minutes (Excerpt)

Additional Findings for the Record

TCC Code Sections 17.43A, B, C and F

Trinity Alps Business Park SUD Development Standards

Applicant Appeal Response

Appellant Appeal Response

Appellant Documents received at meeting



COUNTY OF TRINITY  
APPEAL OF PLANNING COMMISSION  
DECISION TO BOARD OF SUPERVISORS



Received Stamp

Name: Citizens for Proper Community Planning Email: jim@jmulawoffice.com

Telephone: 623-2200 Work: \_\_\_\_\_ Fax: 623-2204

Address: P.O. Box 2428, Weaverville CA 96093

Decision of Planning Commission rendered on: 6-10-21  
(date)

Planning Commission's Decision was to: ☒ Approve ☐ Deny ☐ Continue

Request for:

Reversal of Planning Commission approving Commercial Cannabis Nursery CUP (P-19-38).

Reason for Appeal:

(1) The Planning Commission's improper determination of General Plan consistency in the absence of a current,  
with updated and internally consistent elements, and that contemplates and permits such a community changing  
project; (2) inadequate CEQA review, analysis and mitigation, for the proposed project, including cumulative  
vicinity impacts; and (3) insufficient CUP findings regarding land uses, injurious impacts and plan consistency.

Signature: \_\_\_\_\_ Date: Friday, June 18, 2021

JAMES M. UNDERWOOD, ESQ.  
UNDERWOOD LAW OFFICES, P.C.  
For Appellant

Clerk's Use Only

Date Filed: 6-18-21

Fee Collected: 6-18-21

Hearing Date: \_\_\_\_\_

Planning Dept. Notified: 6-22-21

Notice Published: \_\_\_\_\_

Notice Mailed: \_\_\_\_\_

Clear





2 Results

Property Data

024-220-056-000

Property Data

024-220-046-000

Google

Map data ©2021 Imagery ©2021, Maxar Technologies

ENPLAN





## TRINITY COUNTY PLANNING COMMISSION STAFF REPORT

**PROJECT TITLE:** Trinity Equipment and Materials (T.E.A.M.) Conditional Use Permit

**APPLICANT:** Thomas Ballanco

**PROPERTY OWNER:** Gina and Casey Massel

**REPORT BY:** Planning Director Kim Hunter and SHN

**LOCATION:** 311 Industrial Park Way, Weaverville, California (APN 024-220-056)

**GENERAL PLAN DESIGNATION:** Industrial (I)

**ZONING DISTRICT:** Specific Unit Development (SUD)

**SITE CHARACTERISTICS:**

The approximately 6.90-acre project is located in the Lower Bench of the Trinity Alps Business Park in Weaverville at 311 Industrial Park Way, Weaverville (APN 024-220-056) (see Att. 3 – Location Map). Primary site access is provided via the paved Industrial Park Way road off of State Highway 299 (SR-299). The parcels immediately surrounding the project are designated by the County's General Plan as Industrial (I).

The land encompassing the project area is located on a currently undeveloped and highly disturbed industrial site, which in the past was the site of a concrete aggregate operation. The proposed project is located adjacent to Weaver Creek which merges with West Weaver Creek and is a tributary of the Trinity River watershed. The proposed project parcel is within the unincorporated community of Weaverville, California. Historical onsite activities included resource extraction (e.g., timber harvest and gravel mining). The subject parcel is bounded on the southeast by similar industrial uses, to the northwest by public facilities (wastewater treatment plant), to the west by the Weaver Creek riverine zone, and to the east by the Weaver Basin Wetlands conservation easement area (see Att. 4 – Project Aerial).

The site currently has two existing buildings left over from the former concrete plant and a sewer system connection to the Weaverville Sewer District. Water is provided by the Weaverville Community Services District (Weaverville CSD) and is connected to a water meter. Power is provided by the Trinity Public Utilities District (TPUD).

The subject property's main access is provided via the paved Industrial Park Way Road off of SR-299 (see Att. 3 – Location Map and Att. 4 – Project Aerial). The project falls under the Industrial (I) General Plan designation, with a zoning designation of Specific Unit Development (SUD). The site is adjoined by a 1.80 acre Industrial (I) designated parcel to the east (APN 024-220-055). Both the proposed project and APN 024-220-055 are surrounded entirely by APN 024-220-046 which has a General Plan designation of Industrial (I) with an underlying zoning of Specific Unit Development (SUD). Surrounding land uses include a former sand and gravel operation, and a former soil business. The parcel hosting the proposed project site is located on a former concrete aggregate operation. The previous parcel was subdivided and a 1.8-acre parcel that was split off from the original parcel was subsequently approved for a Conditional Use Permit on May 24, 2017 by the Trinity County Planning Commission for a Commercial Cannabis Nursery.

The existing General Plan Designation and Zoning District for the properties immediately adjacent to the project site are shown below (see Att. 5 – Zoning Map and Att. 6 – General Plan Designation Map).

**Table 1: General Information about Adjacent Parcels**

APN / Direction from Site	Size (acres)	General Plan Designation	Zoning District
024-220-46 North	Portion of the 70.25 total parcel acreage	Industrial (I)	Specific Unit Development (SUD)
024-220-55 East	1.80	Industrial (I)	Specific Unit Development (SUD)
024-220-46 South	Portion of the 70.25 total parcel acreage	Industrial (I)	Specific Unit Development (SUD)
024-220-46 West	Portion of the 70.25 total parcel acreage	Industrial (I) Open Space (OS)	Specific Unit Development (SUD)

**PROJECT DESCRIPTION:**

The purpose of this project is to operate a commercial cannabis business onsite as a permitted and licensed use under the County's cannabis ordinances. The project, as proposed, meets the requirements for uses compatible within the Industrial (I) General Plan designation and is consistent with the Specific Unit Development (SUD) zoning.

**Related Zoning and Uses**

The subject property has been zoned by the County as Specific Unit Development (SUD), which at this location (Area 1, Trinity Alps Business Park, Lower Level) allows for industrial uses, including Wholesale Sales and Distribution conducted within a building (without the need for securing a Use Permit) and any use with more than 20,000 square feet of floor and/or which "would exceed 60 decibels at the property line of the use" and/or "generates air emissions, ... noise, offensive odors ... which may be detrimental to the

public health, safety or welfare” after first securing a Use Permit. The proposed uses are consistent with the uses allowed for Specific Unit Development (SUD) zoned lands.

### **Proposed Operations**

The proposed project includes the five following proposed licensed operations and uses:

1. Nursery: Operations will be conducted inside propagation chambers in buildings up to 2,000 square feet and in up to 20,000 square feet of enclosed greenhouses, with impermeable floors. The nursery will employ 2 people for 4 months of the year and 8 people for 8 months of the year (see Att. 7 – Project Site Plan).
2. Processing: Operations will be conducted inside an enclosed steel building up to 5,000 square feet. Pursuant to state license conditions, the interior environment will be strictly controlled including temperature, humidity, and airflow. Any exhaust will be subjected to carbon filtration prior to venting to the atmosphere. The processing operation will employ up to 20 persons, with the largest numbers expected between June and December (see Att. 7 – Project Site Plan).
3. Non-Volatile Manufacturing: Operations will be conducted inside an enclosed steel building up to 5,000 square feet. Pursuant to state license conditions, the interior environment will be strictly controlled including temperature, humidity, and airflow. Any exhaust will be subjected to carbon filtration prior to venting to the atmosphere. All entrances, exits, loading docks, cannabis storage facilities, and related operations will be covered by video monitoring and 24-hour onsite security. The manufacturing operation will employ 4-8 persons throughout the year (see Att. 7 – Project Site Plan).
4. Distribution: Operations will be conducted inside 1 to 2 enclosed steel buildings, each up to 5,000 square feet. Pursuant to state license conditions the interior environment will be strictly controlled including temperature, humidity, and airflow. Any exhaust will be subjected to carbon filtration prior to venting to the atmosphere. All entrances, exits, cannabis storage facilities, administrative hold areas, packaging operations, and loading docks will be covered by video monitoring and 24-hour onsite security. The distribution operation will employ 6-12 persons throughout the year (see Att. 7 – Project Site Plan).
5. Testing: Operations will be conducted inside an enclosed steel building up to 2,000 square feet. Pursuant to state licensing conditions the interior environment will be strictly controlled for temperature, humidity, and airflow. Entrance will be strictly controlled by a key card system and as required by state regulation, any cannabis remaining after testing must be destroyed. The testing operation will employ 2-4 persons throughout the year (see Att. 7 – Project Site Plan).

While the nursery will only involve low-intensity lighting, any of the greenhouses using artificial light will be covered at dusk so that no glare escapes. Security lighting will be directional and generally downcast to avoid any glare impacts on surrounding businesses,

scenic vistas, and residences on the Davis Road – Ponderosa Lane bluff that look down on the Business Park's lower bench.

Each separate building that handles cannabis or cannabis products open to the internal environment will maintain a sufficient number of exhaust fans (Model: Vortex V-16XL, capacity 3800 CFM) with inline carbon filters to create negative air pressure throughout the building at all times during operating hours. For the 5,000 square foot buildings, assuming 20-foot ceilings throughout, this will entail 3 fans in each building so that the internal air is exchanged through the filters six times per hour. Fans will exhaust out the back of each building so as to minimize any noise they may create.

### **Site Access**

The subject property's main access is provided through an existing paved road (Industrial Park Way), from which an unimproved onsite access road is entered through a controlled locking gate. No new roadway encroachments are required for the implementation of the proposed project.

### **Water Availability**

Water is provided to the project site by the Weaverville CSD. The proposed project will not require the use of any groundwater or other/additional water resources for any of its operations. The parcel is served by a 2-inch water line and meter from the Weaverville CSD. Pursuant to Weaverville CSD's Standard Water Service Rates, a 2-inch meter is allowed 3,500 cubic feet of water per month as part of the minimum charge. Water use above the minimum allocation is billed at the rate of \$1.68 per 100 cubic feet.

The nursery is the only proposed use that will consume a significant amount of water beyond that required for employee bathrooms and break areas. Immature cannabis plants and clones use significantly less water than plants grown to maturity for flower production, and require up to 1-inch of water per week during the hottest parts of the year.

### **Domestic Wastewater Discharge**

The site maintains an existing municipal sewer system that would continue to serve the subject property treating typical residential-grade wastewater from daily employee use. Subject to seasonal fluctuations (i.e., depending upon the time of year), it is anticipated there would be at a maximum forty-four (44) full-time onsite employees. Any wastewater runoff from the nursery operation will be captured by floor drains and directed to a cistern that will be pumped and trucked offsite. All proposed uses will take place within enclosed buildings over impermeable floors. No wastewater, other than that generated by sinks and toilets, will be discharged to the Weaverville Sanitary District or the surrounding environment.

### **STAFF/AGENCY COMMENTS:**

Project referrals were sent out to the various County departments and applicable government agencies on August 4, 2020. A summary of the comments received are contained in Table 2 below.

**Table 2: Summary of Staff/Agency Comments**

Department/Agency	Comment	Comments Addressed?
County Assessor's Office	No response received.	NA
County Transportation Department	No response received.	NA
County Building Department	No response received.	NA
County Environmental Health Department	No response received.	NA
CDFW	No response received.	NA
Fire District: Weaverville	No response received.	NA
NCRWQCB	No response received.	NA
NCUAQMD	No response received.	NA
Nor-Rel-Muk Nation	A request for consultation pursuant to AB 52 was initiated on August 18, 2020. No response was received.	NA
Redding Rancheria	A request for consultation pursuant to AB 52 was initiated on August 18, 2020. No response was received.	NA
Round Valley Reservation/Covelo Indian	A request for consultation pursuant to AB 52 was initiated on August 18, 2020. No response was received.	NA
Trinity Public Utilities District	No response received.	NA
Weaverville Community Services District	No response received.	NA
Weaverville Sanitary District (WSD)	The WSD responded to the referral with comments related to the following: 1) submittal of a Wastewater Discharge Permit Application; 2) payment of all applicable fees associated with additional wastewater connections; and 3) development of a plan for offsite waste management.	The comments from the WSD have been included as a condition of approval for the project (see condition 4).
Wintu Educational & Cultural Council	A request for consultation pursuant to AB 52 was initiated on August 18, 2020. No response was received.	NA

As indicated in Table 2, the department/agency comments received for the project were addressed through conditions of approval.

### **PUBLIC COMMENTS RECEIVED:**

As of the writing of this staff report, public comments were received from the California Department of Fish and Wildlife (CDFW) on the CEQA Initial Study/Mitigation Negative Declaration (IS/MND) that was prepared for the project. A summary of the comments and responses from County staff are included below.

California Department of Fish & Wildlife: Habitat Conservation Program Manager Curt Babcock of the Department of Fish and Wildlife (CDFW) submitted a letter to the County (dated 5/27/21) with comments on the CEQA IS/MND that was prepared for the proposed



project. The comments provided by CDFW and responses from County staff are provided below:

1. Setbacks: Figure 2.0-2, Site Plan shows a single riparian setback from Weaver Creek. It is unclear how the setback was measured and whether minimum setbacks are being met all along the segment of channel that flows parallel to the western boundary of the Project parcel. All construction activities should take place at least 150 feet from Weaver Creek, measured from the 2-year high water mark of the creek or from the top edge of the creek bank if the channel is incised, whichever is more conservative (adapted from State Water Resources Control Board's Cannabis Cultivation Policy, 2019).

Response to Comment 1: Despite any potential inaccuracies contained in the Site Plan included in the IS/MND, the project applicant is required to comply with the setback requirements of the State Water Resources Control Board Cannabis General Order, which CDFW used as the basis for their comments on this issue. As part of implementation of the proposed project, compliance inspections will be conducted by various government agencies, which will ensure the site design complies with applicable regulatory requirements.

2. Species of Special Concern: The following species of special concern (SSC) have a high likelihood of occurring in the riparian habitat of the Project parcel and are sensitive to anthropogenic disturbance. Setbacks should be flagged or fenced to prevent encroachment to minimize significant impacts to:
  - Foothill yellow-legged frog (*Rana boylei*)  
Foothill yellow-legged frog is an SSC that dwells in streams and requires flowing water. Foothill yellow-legged frogs have been observed to occur in Weaver Creek. During exceptionally dry periods, foothill yellow-legged frogs may seek refuge in any surface water. If surface water is present during the work period, the Department recommends a biologist inspect the work area daily before work begins and during construction. If foothill yellow-legged frogs are observed at any time during Project construction, work shall halt, and the Department should be contacted.
  - Coastal tailed frog (*Ascaphus truei*)  
Coastal tailed frog is an SSC that dwells primarily in streams and requires cold, swiftly flowing water. Coastal tailed frogs are sensitive to temperature increases caused by sedimentation, vegetation removal, and shifts in algal communities. Appropriate setbacks must be met, and special care should be employed to ensure that no runoff from the cannabis waste area enters Weaver Creek. The Department recommends a biologist inspect the work area daily before work begins and during construction. If coastal tailed frogs are observed at any time during Project construction, work shall halt, and the Department should be contacted.

- Western pond turtle (*Emys marmorata*)

Western pond turtle is an SSC that occurs in a broad range of aquatic water bodies, including flowing streams and wetlands, and exhibits high site fidelity. It is not unlikely that the pond turtle would use the Project site to move between habitats. Furthermore, if found and relocated, the likelihood of the pond turtle returning to the construction site is high. The Department recommends a biologist inspect the work area daily before work begins and during construction. If western pond turtles are observed at any time during Project construction, work shall halt, and the Department should be contacted.

Response to Comment 2: The applicant is required to comply with Sections 17.43G.030.D and 17.43G.030.E of the County Cannabis Ordinance (No. 315-849), which address special-status amphibians and pond turtles, respectively. These sections require pre-construction surveys to be conducted by a qualified biologist 24 hours before new development activities. If special-status amphibians or pond turtles are located, injury or mortality to these individuals will be avoided by modifying project design, installation of exclusionary fencing, or relocating animals in consultation with CDFW. If special-status amphibians or pond turtles are not detected during the pre-construction survey, further mitigation is not required. The Environmental Impact Report (EIR) prepared for the County's Cannabis Ordinance (DEIR, pgs. 3.4-44 to 3.4-47) determined that the implementation of these measures would reduce impacts to special-status amphibians and pond turtles to a less than significant level. The requirement to conduct pre-construction surveys for special-amphibians and pond turtles per the requirements of the County Cannabis Ordinance, has been included as a condition of approval for the project.

3. Nesting Birds: If the Project has the potential to directly impact nesting bird habitat or indirectly disturb nesting birds through audio or visual disturbance, the Department recommends the following measures be implemented to protect nesting birds and raptors protected under FGC sections 3503 and 3503.5:
  - a) Conduct vegetation removal and other ground-disturbance activities associated with construction from September 1 through January 31, when birds are not nesting; or
  - b) Conduct pre-construction surveys for nesting birds if vegetation removal or ground disturbing activities are to take place during the nesting season (February 1 through August 31). These surveys shall be conducted by a qualified biologist no more than one week prior to vegetation removal or construction activities during the nesting season. If an active nest is located during the pre-construction surveys, a non-disturbance buffer shall be established around the nest by a qualified biologist in consultation with the Department. No vegetation removal or construction activities shall occur within this non-disturbance buffer until the young have fledged, as

determined through additional monitoring by the qualified biologist. The results of the pre-construction surveys shall be sent electronically to the Department at [R1CEQARedding@wildlife.ca.gov](mailto:R1CEQARedding@wildlife.ca.gov).

Response to Comment 3: The applicant is required to comply with Sections 17.43G.030.F and 17.43G.030.H of the County Cannabis Ordinance (No. 315-849), which includes similar standards for pre-construction nesting bird surveys. The EIR prepared for the County's Cannabis Ordinance (DEIR, pgs. 3.4-47 to 3.4-48 and pgs. 3.4-51 to 3.4-52) determined that the implementation of these measures would reduce impacts to nesting birds to a less than significant level. The requirement to conduct pre-construction surveys for nesting birds per the requirements of the County Cannabis Ordinance, has been included as a condition of approval for the project.

4. Native Vegetation in Landscaping: The Department recommends utilizing vegetation native to the local area in landscaping whenever possible. Benefits of utilizing native vegetation in landscaping include providing resources for native wildlife such as hummingbirds and beneficial pollinators, conserving water, reducing pesticide use, and reducing landscaping maintenance. The California Native Plant Society (CNPS) website (<https://www.cnps.org>) includes a variety of useful information and tools to help determine which native species occur in a particular area, information on care and maintenance of native species, and contacts for purchasing native plants or seeds. The CNPS tool Calscape generates a list of native plants that grow in an area based on a specific address. A search of Calscape returned a wide variety of plants native to the Project site and surrounding landscapes (<https://calscape.org/>).

For more information regarding the importance of using native species in landscaping, please see the CNPS Guidelines for Landscaping to Protect Native Vegetation from Genetic Degradation at: <https://www.cnps.org/wp-content/uploads/2018/04/landscaping.pdf>.

Response to Comment 4: The Trinity County Code and County Cannabis Ordinance do not contain requirements for native landscaping, except in the case when cultivation sites are visible from a County-designated scenic roadway, or scenic byway, or Trinity heritage scenic byway (Section 17.43.060.U of Ord. No. 315-849). As described in the Aesthetics section of the IS/MND (pg. 3.0-6), the section of SR-299 that passes by the Trinity Alps Business Park is part of the Trinity Scenic Byway. However, there are no views of the site from SR-299 as the site is approximately 100 feet lower in elevation than the highway and obscured from view by topography, vegetation, and buildings. According to the applicant's consultant, some of the plant species proposed for the site landscaping are native to Trinity County and some are non-native. CDFW is recommending that native plants be used whenever possible. Since Trinity County and CDFW do not have any regulations applicable to the project that require the use of all native landscaping, County staff has determined that there is no basis for requiring the

applicant to comply with this recommendation.

5. Survey Results: If any special status species are found during surveys, the Department requests that California Natural Diversity Data Base (CNDDDB) forms be filled out and sent to Sacramento and a copy of the form be sent to the Regional office at the above address. Instructions for providing data to the CNDDDB can be found at: <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>.

Response to Comment 5: Unless permits are required from CDFW, USFWS, or other regulatory agencies with jurisdiction, the submittal of species observation data to CDFW for inclusion in the CNDDDB database is a voluntary activity that is often undertaken by biologists and botanists that complete surveys for special status species. Although highly encouraged by CDFW and Trinity County, County staff has determined there is no basis for requiring the applicant and/or their biological consultants to comply with this recommendation.

### **GENERAL PLAN CONSISTENCY:**

The project site has been designated Industrial (I) in the County General Plan. As discussed in the General Plan Land Use Element, industrial designated areas are intended to indicate the most likely and desirable areas for industrial development including federal, state, or local facilities of an industrial nature. Industrial areas should be located near existing communities to promote energy conservation and to utilize community services as required. The County General Plan did not specifically anticipate commercial cannabis operations when it was developed. However, when the County adopted its Cannabis Ordinance, it determined that several General Plan designations and zoning districts were appropriate for the cannabis activities proposed by this application (i.e., nursery, processing, non-volatile manufacturing, distribution, and testing operations). The Industrial (I) designation was determined to be appropriate for the proposed uses. Therefore, the above noted operations on property designated for Industrial (I) land uses, is found to be consistent with the General Plan.

### **COUNTY CODE COMPLIANCE:**

Both the County General Plan and County Code did not specifically anticipate development of commercial cannabis when they were developed and adopted. In response to California State Law that allows commercial cannabis activities under permitted and controlled conditions, Trinity County developed County-specific ordinances to regulate commercial cannabis cultivation, testing, nurseries, manufacturing, distribution, microbusiness, events, and sales within the County. Ordinance 315-824 (Cannabis Testing Facilities Regulations), Ordinance 315-833 (Wholesale Cannabis Nurseries and Resale of Auxiliary Nursery Products), Ordinance 315-834 (Distribution of Cannabis), Ordinance 315-842 (Commercial Manufacturing of Cannabis), and Ordinance 315-849 (Implementation of the Mitigation Measures for the County's Commercial Cannabis Program) apply to the proposed project and are referred to, collectively, in this section as the "Cannabis Ordinance."

The project site has been zoned by the County as Specific Unit Development (SUD), which at this location (Area 1, Trinity Alps Business Park, Lower Level) allows for industrial uses, including Wholesale Sales and Distribution conducted within a building (without the need for securing a Use Permit) and any use with more than 20,000 square feet of floor and/or which “would exceed 60 decibels at the property line of the use” and/or “generates air emissions, ... noise, offensive odors ... which may be detrimental to the public health, safety or welfare” after first securing a Use Permit. As discussed below, the proposed cannabis uses are consistent with the uses allowed by the County Cannabis Ordinance in the Specific Unit Development (SUD) zoning district.

Per Section 17.43A.020 of the County Cannabis Ordinance, to be eligible for a Type 4 (Wholesale Cannabis Nurseries and Resale of Auxiliary Nursery Products) license, the applicant must be applying for property that is located within an allowable zoning district and apply for and obtain a Conditional Use Permit. This Conditional Use Permit application is for a property that is appropriately zoned Specific Unit Development (SUD), making the property eligible for a Type 4 wholesale nursery license.

Per Section 17.43B.020 of the County Cannabis Ordinance, to be eligible for a Type 11 (Distribution) license, the applicant must be applying for property that is located within an allowable zoning district and apply for and obtain a Conditional Use Permit. This Conditional Use Permit application is for a property that is appropriately zoned Specific Unit Development (SUD), making the property eligible for a Type 11 distribution license.

Per Section 17.43C.020 of the County Cannabis Ordinance, to be eligible for a Type 8 (Testing) license, the applicant must be applying for property that is located within an allowable zoning district and apply for and obtain a Conditional Use Permit. The subject property has been zoned by the County as Specific Unit Development (SUD), which at this location (Area 1, Trinity Alps Business Park, Lower Level) allows for industrial uses. The subject parcel (APN 024-220-056) is also located on a former concrete aggregate operation. Per Section 17.24.030 (Specific Unit Development or “SUD” Zone District), any use or combination of uses which are arranged and designed in such a manner as to result in development which is internally compatible and compatible with surrounding uses is permitted as long as a planning commission use permit is obtained. As previously described above, the proposed project is adjoined by a 1.80 acre Industrial (I) designated parcel to the east (APN 024-220-055). Both the proposed project site (APN 024-220-056) and APN 024-220-055 are surrounded entirely by APN 024-220-046 which has a General Plan designation of Industrial (I) with an underlying zoning of Specific Unit Development (SUD). Surrounding land uses include a former sand and gravel operation and a former soil business. The 1.80-acre parcel (APN 024-220-055) was subsequently approved for a Conditional Use Permit on May 24, 2017 by the Trinity County Planning Commission for a Commercial Cannabis Nursery. Per the Trinity Alps Business Park Development Standards, Section C, “Uses Permitted Subject to First Securing a Use Permit – Lower Level,” the following uses are conditionally permitted:

- Any use with more than 20,000 square feet of floor;

- Any use requiring an “Authority to Construct Permit” from the North Coast Unified Air Quality Control Board;  
Any use requiring a “Discharge Permit” from the Regional Water Quality Control Board;
- Any use which would exceed 60 decibels at the property line of the use;
- Any use which generates air emissions, liquid, solid or hazardous wastes, noise, offensive odors, smoke, dust or glare in a manner which may be detrimental to the public health, safety or welfare;
- Batch plants; and
- Rock crushing.

Staff believes that the Conditional Use Permit application, as described, evaluated, and mitigated in the Draft IS/MND (SCH #2021040656), is consistent with the industrial uses allowed and intended for Specific Unit Development (SUD) zoned lands identified within Area 1, Trinity Alps Business Park, Lower Level, making the property eligible for a Type 8 testing license.

Per Section 17.43F.020 of the County Cannabis Ordinance, to be eligible for a Type 6 (Non-Volatile Manufacturing) license, the applicant must be applying for property that is located within an allowable zoning district and apply for and obtain a Conditional Use Permit. In accordance with Section 17.43.F.040, the applicant has proposed a security and emergency response plan pursuant to Bureau of Cannabis Control (BCC) regulations. This Conditional Use Permit application under consideration is for a property that is appropriately zoned Specific Unit Development (SUD) in Area 1, Trinity Alps Business Park, Lower Level which allows industrial type uses with a Use Permit, making the property eligible for a Type 11 non-volatile manufacturing license.

Table 3 compares the design of the proposed project to the applicable development standards contained in the Trinity Alps Business Park Development Standards. These development guidelines supplement the Trinity County Zoning Code.

**Table 3: Summary of County Code Compliance**

County Code Development Standard	County Code Requirement	Proposed by Project	Compliant with County Code?
Minimum Lot Size	½ acre	>5 acres	Yes
Minimum Lot Width	100 feet	>100 feet	Yes
Maximum Lot Coverage	60%	<15%	Yes
Minimum Front Yard	20 feet	>20 feet	Yes
Minimum Side Yard	20 feet	>10 feet	Yes
Minimum Rear Yard	10 feet	>20 feet	Yes
Maximum building height	45 feet	<45 feet	Yes

As illustrated on the Project Site Plan (see Att. 7) and noted in Table 3, the proposed project has been designed to be consistent with the development standards in the County Code.

## **ENVIRONMENTAL REVIEW:**

Since the project is subject to discretionary review by the County Planning Commission (i.e., Use Permit), a California Environmental Quality Act (CEQA) determination must be adopted as part of the approval. Due to the site conditions and characteristics, such as those involving biological resources and cultural resources, the project does not qualify for an exemption under CEQA. As such, an Initial Study-Mitigated Negative Declaration (IS/MND) has been prepared and is proposed for adoption pursuant to the CEQA Guidelines. The IS/MND identifies mitigation for impacts related to aesthetics, air quality, biological resources, cultural resources, and tribal cultural resources. The potential impacts that require mitigation are related to short-term construction and long-term operation of the proposed project.

As required by CEQA Guidelines Section 15073(d), the CEQA document prepared for the project was sent to the State Clearinghouse (SCH#: 2021040656) and was circulated for review from 4/28/2021 to 5/27/2021. As required by CEQA Guidelines Section 15072(a), a 'Notice of Availability' was provided to the public, responsible agencies, and trustee agencies, and the County Clerk. As previously stated, comments were received from CDFW on the IS/MND. See a summary of the comments received and responses from County staff in the section on Public Comments above. Minor revisions were made to the IS/MND to clarify the project analysis. The revisions made to the IS/MND clarify the information in the IS/MND and/or provide minor corrections or edits to the text. The revisions to the IS/MND do not identify new significant environmental impacts, do not constitute significant new information, and do not alter the conclusions of the environmental analysis. Where revisions consist of added or modified text, that text is underlined (example text), while deleted text is struck out (~~example text~~).

The revised CEQA IS/MND can be found online at the County of Trinity website at the following address: <https://www.trinitycounty.org/Planning>

The cannabis permit application for this property was submitted to the County in November 2019. During the processing of this application, the County adopted an Amended Cannabis Program Ordinance and a corresponding Environmental Impact Report (EIR) (SCH#: 2018122049) on 12/28/20. The EIR contains a number of mitigation measures that were also incorporated into the County's Amended Cannabis Program Ordinance as enforceable regulations. These regulations are primarily performance standards and will be required, where applicable, as conditions of approval for the proposed project. This will ensure that the project is consistent with the requirements of the County's Cannabis Ordinance and do not change any of the significance determinations in the CEQA IS/MND prepared for the proposed project.

## **FINDINGS OF FACT**

### **Conditional Use Permit Findings**

Trinity County Code Section 17.32.010 states the following:

*“A use permit is granted at the discretion of the Planning Commission or the Planning Director and is not the automatic right of any applicant. In considering an application for a use permit, the following guidelines shall be observed, 1. Sound Principles of Land Use; A use permit shall be granted upon sound principals of land use. 2. Not Injurious; A use permit shall not be granted if it will be detrimental to the public health, safety or welfare, or if it results in the creation of a public nuisance. 3. Plan Consistency; A use permit must comply with the objectives of the general or specific plan for the area in which it is located.”*

In considering the conditional use permit, the following findings are recommended pursuant to the guidelines of Section 17.32.010 of the Trinity County Code:

**1. Sound Principles of Land Use. A use permit shall be granted upon sound principals of land use.**

Finding: As required by the County’s Cannabis Ordinance, the applicant is applying for a Conditional Use Permit to allow nursery, processing, non-volatile manufacturing, distribution, and testing operations on APN 024-220-056 located within Area 1, Trinity Alps Business Park, Lower Level. Evaluation of the project has determined that the project as proposed, conditioned, and mitigated is: 1) compatible with the General Plan land use designation, neighborhood character, and the intensity of uses in the surrounding area; 2) consistent with the County Cannabis Ordinance; and 3) compliant with CEQA.

**2. Not Injurious. A use permit shall not be granted if it will be detrimental to the public health, safety or welfare, or if it results in the creation of a public nuisance.**

Finding: The project, as proposed, conditioned, and mitigated, will not cause detrimental effects to public health, safety, welfare or result in the creation of a public nuisance. The project site is surrounded entirely by APN 024-220-046, which has a General Plan designation of Industrial (I) with an underlying zoning of Specific Unit Development (SUD). Surrounding land uses include a former sand and gravel operation, a former soil business, and a Commercial Cannabis Nursery approved by Trinity County Planning in 2017 bordering the proposed project parcel. The closest sensitive receptors to the project site are more than 650 feet from the project site and will not be significantly impacted by potential impacts from the project.

**3. Plan Consistency: A use permit must comply with the objectives of the general plan or specific plan for the area in which it is located.**

Finding: The project, as proposed and conditioned, is consistent with the goals and objectives of the County General Plan and Specific Unit Development (SUD) zoning district (Area 1, Trinity Alps Business Park, Lower Level), as the proposed project consists of land uses that are of a commercial and/or light industrial nature



(i.e., nursery, processing, non-volatile manufacturing, distribution, and testing operations) on a site designated as Industrial (I).

**STAFF RECOMMENDATION:**

Staff recommends that the Planning Commission Adopt a resolution to:

- a) Adopt the California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration and the Mitigation, Monitoring, and Reporting Program (MMRP);
- b) Approve the Conditional Use Permit (P-19-38) based on the recommended findings in Resolution 2021-08 and subject to the conditions of approval set forth in Exhibit A to Resolution 2021-08.

**ATTACHMENTS:**

- 1) Draft Resolution 2021-08 and Conditions of Approval
- 2) CEQA Mitigation Monitoring and Reporting Plan (MMRP)
- 3) Location Map
- 4) Project Aerial
- 5) Zoning Map
- 6) General Plan Designation Map
- 7) Project Site Plan

**RESOLUTION NO. 2021-08**

**A RESOLUTION OF THE PLANNING COMMISSION  
OF THE COUNTY OF TRINITY  
APPROVING CONDITIONAL USE PERMIT  
(Trinity Equipment and Materials (T.E.A.M.), P-19-38)**

**WHEREAS**, Thomas Ballanco filed an application dated November 1, 2019 for a Commercial Cannabis Conditional Use Permit (P-19-18). The CUP is for operation of an onsite nursery, processing, non-volatile manufacturing, distribution, and testing facilities on a site designated as Industrial (I). The project is located at 311 Industrial Park Way, Weaverville, California on Trinity County assessor parcel number 024-220-56; and

**WHEREAS**, County of Trinity staff has reviewed the submitted application and evidence and has referred the application and evidence to all governmental and utility agencies affected by the development to allow the opportunity for conducting site inspections and providing comments and recommendations; and

**WHEREAS**, the project is subject to environmental review pursuant to the California Environmental Quality Act (CEQA) and the County of Trinity is the lead agency for the project. A proposed Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared with respect to said project and a Notice of Availability was published in a newspaper of general circulation, filed with the County of Trinity Clerk-Recorder's Office, and filed with the Governor's Office of Planning and Research CEQA State Clearinghouse (State Clearinghouse). The IS/MND was made available for review and comment by the general public and public agencies for a period of 30 days (4/24/21 to 5/27/21) by posting it on the County of Trinity website and filing with the State Clearinghouse (SCH#: 2021040656); and

**WHEREAS**, after due notice of public hearing in accordance with applicable laws, the matter came on for hearing before the Planning Commission of the County of Trinity on June 10, 2021; and

**WHEREAS**, at said public hearing, due consideration was given to all oral and written comments regarding the request for approval of the Conditional Use Permit, and the Planning Commission concluded that the Conditional Use Permit should be granted subject to certain conditions hereinafter set forth; and

**WHEREAS**, at said public hearings, due consideration was given to the proposed IS/MND and Mitigation, Monitoring, and Reporting Program, the environmental effect of the project, and any changes connected therewith. The Planning Commission reviewed and considered the whole record before it and found that there is no substantial evidence that the project, as mitigated, will have a significant effect on the environment.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the County of Trinity makes the following findings:

1. Pursuant to the State CEQA Guidelines, the Planning Commission of the County of Trinity makes the following environmental findings:
  - A. The Planning Commission of the County of Trinity finds on the basis of the Initial Study and all comments received, that the proposed commercial cannabis development would have potential significant effects on the environment, which, with the inclusion of specific mitigation measures, will be rendered less than significant. Accordingly, a Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program is adopted pursuant to the CEQA Guidelines.

2. Pursuant to Chapter 17.32 (Use Permits) of the County Code of Ordinances, the Planning Commission of the County of Trinity makes the following findings for the Use Permit:
  - A. As required by the County's Cannabis Ordinance, the applicant is applying for a Conditional Use Permit to allow nursery, processing, non-volatile manufacturing, distribution, and testing operations on APN 024-220-56 located within Area 1, Trinity Alps Business Park, Lower Level. Evaluation of the project has determined that the project as proposed, conditioned, and mitigated is: 1) compatible with the General Plan land use designation, neighborhood character, and the limited intensity uses of the surrounding area; 2) consistent with the County Cannabis Ordinance; and 3) compliant with CEQA.
  - B. The project, as proposed, conditioned, and mitigated, will not cause detrimental effects to public health, safety, welfare or result in the creation of a public nuisance. The project site is surrounded entirely by APN 024-220-46 which has a General Plan designation of Industrial (I) with an underlying zoning of Specific Unit Development (SUD). Surrounding land uses include a former sand and gravel operation, a former soil business, and a Commercial Cannabis Nursery approved by Trinity County Planning in 2017 bordering the proposed project parcel. The closest sensitive receptors to the project site are more 650 feet from the project site and will not be significantly impacted by potential impacts from the project.
  - C. The project, as proposed and conditioned, is consistent with the goals and objectives of the County General Plan and Specific Unit Development (SUD) zoning district (Area 1, Trinity Alps Business Park, Lower Level), as the proposed project consists of nursery, processing, non-volatile manufacturing, distribution, and testing operations on a site designated as Industrial (I).
3. The Planning Commission of the County of Trinity hereby approves the Conditional Use Permit (P-19-38), subject to the conditions set forth in Exhibit "A", attached hereto and made a part hereof.

**DULY PASSED AND ADOPTED** this 10<sup>th</sup> day of June, 2021 by the Planning Commission of the County of Trinity by motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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DIANA STEWART, Chair  
Planning Commission  
County of Trinity, State of California

Resolution No. 2021-08  
June 10, 2021

ATTEST:

By: \_\_\_\_\_  
KIMBERLY HUNTER  
Secretary of the Planning Commission  
County of Trinity, State of California

**EXHIBIT “A” to Resolution PC-2021-08**  
**CONDITIONAL USE PERMIT CONDITIONS OF APPROVAL**

(Trinity Equipment and Materials (T.E.A.M.), P-19-38)

The following conditions of approval shall be satisfied prior to the issuance of any building permits, unless a different time for compliance is specifically noted:

1. The Permittee shall comply with all County cannabis regulations, as are applicable for the commercial cannabis activities proposed by the Permittee under this use permit. These regulations are provided in the Trinity County Board of Supervisors Ordinances 315-823, 315-824, 315-826, 315-828, 315-829, 315-830, 315-833, 315-834, 315-835, 315-849, and as amended.
2. The Permittee must be in compliance with all County building permit requirements including, but not limited to, structures, roads, electrical, and water and sewer connections. Prior to issuance of building permits, a detailed and to scale site plan depicting the existing and proposed development of the site, including building envelopes or footprints, setbacks, parking and circulation shall be provided for review and approval by Trinity County. Adequate area for parking and internal circulation shall be provided.
3. Structures on the property shall be in compliance with the California Building Code and Trinity County Code.
4. The Permittee shall comply with all relevant requirements listed in the project referral response received from the Weaverville Sanitary District.
5. The Permittees site uses must be in compliance with State and County Fire Safe Regulations. Should the County or State determine that site conditions are not in compliance with the Fire Safe Regulations, the Permittee shall be required to come into compliance.
6. This Use Permit is subject to the Permittee securing all necessary permits for the development and eventual use of the project site for commercial cannabis activities from County, State and Federal agencies having jurisdiction over the activities at the project site, and as applicable to the Permittees uses. Any requirements imposed by an agency having jurisdiction shall be considered a condition of this permit. The County shall in no-way be considered responsible for issuance or oversight of State or Federal permits/authorizations that may apply to the uses by the Permittee under this use permit. The Permittee has the sole responsibility for compliance with all requirements and regulations.
7. This Use Permit shall become effective after all applicable appeal periods have expired or appeal processes exhausted. Failure of the Permittee to make use of this use permit within one year or failure to comply with payment of any fees within specified time periods shall result in the automatic expiration/termination of this permit.
8. Any proposed changes or modifications to the uses at the site by the Permittee will require review and approval by the Trinity County Planning Department, prior to those changes or modifications. Based on the proposed changes or modifications, the Planning Department may require additional reviews and approvals from other County/State/Federal departments or agencies as may be appropriate for the proposed changes or modifications.

The following conditions of approval include the mitigation measures from the Initial Study/Mitigated Negative Declaration (SCH#: 2021040656) that was prepared for the proposed project. The responsibility for implementation and timing of these mitigation measures is identified in the Mitigation, Monitoring, and Reporting Program.

11. **A-1:** The Nursery would utilize only low-intensity lighting, and the greenhouses will be covered at dusk so that no light/glare escapes. Security lighting will be directional and generally downcast to avoid any light and/or glare impacts on surrounding industrial properties or residences up on the bluff to the northeast.
12. **AQ-1:** Any and all exhaust produced by the Project will be treated by forced-air venting through carbon filters to eliminate any potential impact from objectionable odors produced by the proposed operations at the Project site.
13. **BIO-1:** The following measures shall be implemented to minimize potential impacts to resident and migratory wildlife utilizing habitat around the Project site:
  - All buildings and Project activity on the parcel should remain within a 150-foot disturbance buffer of the Class I stream, Weaver Creek, as per regulatory statutes.
  - The County Cannabis Cultivation ordinance (Ordinance No. 315-823 and amendments) as well as CDFA licensing regulations [3 California Code of Regulations (CCR) § 8304(c) and (g)] require light generated by the proposed project would be required to be both (1) downcast, shielded and/or screened to keep light from emanating offsite or into the sky, and (2) light uses for operations require that lighting in greenhouses is shielded so that little to no light escapes, and light shall not escape at a level that is visible from neighboring properties between sunset and sunrise.
  - The Nursery should utilize only low-intensity lighting, and the greenhouses should be covered at dusk so that no light/glare escapes, per county requirements.
  - Security lighting should be directional and motion activated, and generally downcast to avoid any light and/or glare impacts. This implementation of the standard requirements of the County's General Plan and Weaverville Town Plan provides a uniform standard for reduction and minimization of light trespass.
  - All hazardous and non-hazardous waste should be collected and disposed of or recycled offsite. All trash should be disposed of regularly, so as not to attract wildlife.
  - Placement of temporary staging areas and other facilities shall avoid or minimize disturbance to habitat and remain outside of the 150-foot riparian buffer.
  - Vehicle speed shall be kept to a maximum of 10 mph while onsite to minimize dust generation.
  - All fuel sources and chemicals shall be stored and handled properly to prevent leakage into the environment and refueling and storage shall occur greater than 100 feet away from any creeks, or natural areas.
  - All refueling and pesticide and chemical storage and transfer should occur on top of an impermeable surface capable of completely containing any spillage.
  - Containers including buckets should be turned over on their sides to allow animals to escape when not in use.
  - Excavation and grading activities should be scheduled for dry weather periods to prevent additional sedimentation and erosion.
  - Loud activity exceeding 50 db 100 ft from the Project site, including construction activity with heavy machinery, should be completed outside of the northern spotted owl (NSO) breeding period (February 1- September 1), and within normal operating business hours (8 AM- 5 PM).

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- Site activity post-construction should not regularly exceed 50 db 100 ft from the Project area to prevent disturbance to NSO, bats, and other wildlife.
  - Special care should be given to activity and disturbance during peak migration periods (Spring and Fall) to reduce disturbance to other migratory bird species utilizing adjacent habitat.
  - If shrubs and non-woody riparian vegetation are disturbed, they shall be replaced with similar native species appropriate to the site.
  - All vegetation shall be surveyed on foot once a year by staff and new outbreaks of any invasive weeds identified by the California Invasive Plant Council as noxious or invasive to be removed by the owner or qualified landscaping professionals.
  - The spread or introduction of exotic plant species shall be avoided to the maximum extent possible by avoiding areas with established native vegetation during cleanup/restoration activities, restoring disturbed areas with appropriate native species, and post-Project monitoring and control of exotic species.
  - Removal of invasive exotic species after construction activities is strongly recommended. Mechanical removal (hand tools, weed whacking, hand pulling) of exotics should be done in preparation for establishment of native plantings, if appropriate.
14. **CR-1:** If cultural resources, such as chipped or ground stone, or bone are discovered during ground-disturbance activities, work shall be stopped within 50 feet of the discovery, as required by the California Environmental Quality Act (CEQA; January 1999 Revised Guidelines, Title 14 California Code of Regulations [CCR] 15064.5 (f)). Work near the archaeological finds shall not resume until a professional archaeologist, who meets the Secretary of the Interior's Standards and Guidelines, has evaluated the material and offered recommendations for further action.
15. **CR-2:** If In the event that previously unidentified evidence of human burial or human remains are discovered during project construction, work will stop at the discovery location, within 20 meters (66 feet), and any nearby area reasonably suspected to overlie human remains (Public Resources Code, Section 7050.5), the Trinity County Coroner must be informed and consulted, per State law. If the coroner determines the remains to be Native American, he or she shall contact the Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent. The most likely descendent will be given an opportunity to make recommendations for means of treatment of the human remains and any associated grave goods. when the commission is unable to identify a descendant or the descendants identified fail to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance. Work in the area shall not continue until the human remains are dealt with according to the recommendations of the County Coroner, Native American Heritage Commission and/or the most likely descendent have been implemented.

The following conditions of approval include the relevant mitigation measures from the Environmental Impact Report (SCH#: 2018122049) that was prepared for the Amended Cannabis Program Ordinance (No. 315-849) adopted by the County Board of Supervisors on December 28, 2020:

**16. 3.1-1b: Maintain Cultivation Parcel**

License applications for new cultivation sites and requests for license renewal will maintain the parcel clear of trash and debris piles. No trash or debris, including abandoned cars, various woody

materials, plastic tarps, cannabis waste, or household appliances, will be allowed to accumulate on the parcel for a period greater than two weeks for the life of the license. The County will inspect compliance with this measure prior to license renewal.

**17. 3.3-1a: Prohibit Burning Vegetation**

Prohibit the burning of vegetation that has been cleared for cultivation purposes. It should also be noted that CDFA regulations prohibit the burning of cannabis waste under CCR, Title 3, Division 8, Chapter 1, Section 8308.

**18. 3.3-1b: Implement Diesel Engine Exhaust Control Measures and Dust Control**

Exhaust Control Measures: All diesel-powered off-road equipment used in construction shall meet EPA's Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available construction equipment can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors.

Dust Control: Construction activities will implement measures to control dust such as:

- Water all exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) two times per day.
- Cover all haul trucks transporting soil, sand, or other loose material off-site.
- Remove all visible mud or dirt track-out onto adjacent roads.
- Limit all construction vehicle speeds on unpaved roads to 15 miles per hour.

**19. 3.3-1c: Use Alternative Fuels**

Renewable diesel (RD) fuel shall be used in diesel-powered construction equipment if commercially available in reasonable proximity. RD fuel must meet the following criteria:

- meet California's Low Carbon Fuel Standards and be certified by CARB Executive Officer;
- be hydrogenation-derived (reaction with hydrogen at high temperatures) from 100 percent biomass material (i.e., non-petroleum sources), such as animal fats and vegetables;
- contain no fatty acids or functionalized fatty acid esters; and
- have a chemical structure that is identical to petroleum-based diesel and complies with American Society for Testing and Materials D975 requirements for diesel fuels to ensure compatibility with all existing diesel engines.

The County shall require implementation of this measure of the licensed entities building a new cannabis site.

**20. 3.3-2a: Limit the Use of Fossil Fuel-Powered Outdoor Power Equipment at All Commercial Cannabis Cultivation and Noncultivation Sites**

Limit the use of off-road equipment that is powered by gasoline, diesel, or other fossil fuels where available. This requirement does not apply to generators.

**21. 3.3-2b: Require Use of Low Emission Diesel Back-Up Generators at All Commercial Cannabis Cultivation and Noncultivation Sites**



All generators shall meet EPA's Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available model can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors.

**22. 3.4-1c: Implement Measures to Avoid Introduction or Spread of Invasive Plant Species**

Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ to avoid the introduction or spread of plants classified as invasive plant species by the California Invasive Plant Council:

- The application will include identification of invasive plant species that occur on the site to the extent practicable and where they are located, including noxious weed species prioritized by the Trinity County Weed Management Association. The application will identify specific measures to be employed for the removal of invasive species and on-site management practices.
- All invasive plant species shall be removed from the site using measures appropriate to the species to the extent practicable. For example, species that cannot easily reroot, resprout, or disperse seeds may be left on site in a debris pile. Species that resprout readily (e.g., English ivy) or disperse seeds (e.g., Pampas grass) should be hauled off-site and disposed of appropriately at a landfill site.
- Applicants shall monitor annually to ensure successful removal and prevention of new infestations of invasive species.
- Heavy equipment and other machinery shall be inspected for the presence of invasive species before on-site use, and shall be cleaned before entering the site, to reduce the risk of introducing invasive plant species.
- Only weed-free erosion control materials and mulch shall be used on-site.

**23. 3.4-2a: Conduct Preconstruction Surveys for Special-Status Amphibians**

Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of special-status amphibian species from new development related to cannabis activities.

- If special-status amphibians are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as project design modifications, relocation of the site, relocation of individual animals, or installation of exclusionary fencing, will be necessary and appropriate.
- Regardless of detection during the initial biological reconnaissance survey, if suitable habitat for special-status amphibians is present within the proposed development area, a qualified biologist approved by the County and familiar with the life cycle of Cascades frog, foothill yellow-legged frog, Pacific tailed-frog, southern long-toed salamander, and southern torrent salamander shall conduct preconstruction surveys of proposed new development activities 24 hours before new development activities. Preconstruction surveys for special-status amphibians shall follow widely used and accepted standardized protocols that control for habitat type, seasonality, and environmental conditions, including the methods described in Considerations for Conserving Foothill Yellow-

Legged Frog (CDFW 2018b), and Visual Encounter Survey Protocol for *Rana Boylei* in Lotic Environments (UC Davis 2017). Preconstruction surveys for special-status amphibian species shall be conducted throughout the proposed construction area and at least a 400-foot buffer around the proposed development area. Surveys shall consist of “visual encounter” as well as “walk and turn” surveys of areas beneath surface objects (e.g., rocks, leaf litter, moss mats, coarse woody debris) for salamanders, and visual searches for frogs. Preconstruction surveys shall be conducted within the appropriate season to maximize potential for observation for each species, and appropriate surveys will be conducted for the applicable life stages (i.e., eggs, larvae, adults).

- If special-status amphibians are not detected during the preconstruction survey, then further mitigation is not required.
- If special-status amphibians are detected during the preconstruction survey, work on the site shall not commence until the applicant has consulted with CDFW as described above. Injury to or mortality of special-status amphibians will be avoided by modifying project design, relocating the cultivation site, or relocating individual animals. If impacts to Cascades frog or foothill yellow-legged frog (both listed under CESA) are unavoidable, then the applicant will submit an incidental take permit (ITP) application to CDFW and receive take authorization before commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual Cascades frogs or foothill yellow-legged frogs, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.

**In their comments on the project, the California Department of Fish and Wildlife (CDFW) has indicated that it is likely that special-status amphibians occur within the riparian habitat adjacent to the site. Therefore, pre-construction surveys will be required for the project consistent with the requirements of Mitigation Measure 3.4-2a.**

#### **24. 3.4-2b: Conduct Surveys for Western Pond Turtle and Relocate Individuals**

Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of western pond turtle from new development related to cannabis activities:

- If pond turtles are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a), preconstruction surveys, or are determined to be likely to occur, consultation with CDFW shall be initiated to determine whether additional measures, such as project design modifications, relocation of the site, relocation of individual animals by a qualified biologist with a valid CDFW Scientific Collecting Permit, or installation of exclusionary fencing, will be necessary and appropriate.
- Regardless of detection during the initial biological reconnaissance survey, if suitable aquatic habitat for western pond turtle is present within the proposed development area, a qualified biologist approved by the County and familiar with the life history of western pond turtle shall conduct preconstruction surveys of proposed new development activities within 200 feet of any aquatic habitat 24 hours before such development activities.
- If pond turtles are not detected during the preconstruction survey, then further mitigation is not required.
- If pond turtles are detected during the preconstruction survey, then consultation with CDFW shall be initiated as described above. Injury or mortality of western pond turtle will be avoided through project design modification, cultivation site relocation, or relocation of the turtle by a qualified biologist with a valid CDFW Scientific Collecting Permit. If relocation of western pond turtles is determined to be necessary, turtles shall be relocated to similar nearby habitat free of predators (e.g., racoon, coyote, raptors,

bullfrog, nonnative turtles, other western pond turtles) as determined by the qualified biologist. If western pond turtles are relocated, a report shall be submitted electronically to CDFW within 15 days of the relocation. The report shall include the location, date, time, and duration of collection and release; the number of individuals relocated; and identification of the qualified biologist.

**In their comments on the project, the California Department of Fish and Wildlife (CDFW) has indicated that it is likely that pond turtles occur within the riparian habitat adjacent to the site. Therefore, pre-construction surveys will be required for the project consistent with the requirements of Mitigation Measure 3.4-2b.**

**25. 3.4-2c: Conduct Preconstruction Nesting Raptor Surveys and Establish Protective Buffers**

Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of nesting raptors from new development related to cannabis activities:

- To minimize the potential for loss of nesting raptors, tree removal activities shall occur only during the nonbreeding season (September 1–January 31).
- Prior to removal of any trees or ground-disturbing activities between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nesting raptors and shall identify active nests within 500 feet of the proposed development area. The surveys shall be conducted between February 1 and August 31.
- Impacts to nesting raptors, including direct impacts and indirect impacts (e.g., noise, presence of construction crews) shall be avoided by establishing appropriate buffers around active nest sites identified during preconstruction raptor surveys. Factors to be considered for determining buffer size will include the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline levels of noise and human activity. Buffer size if the qualified biologist and the applicant, in consultation with CDFW, determine that such an adjustment would not be likely to adversely affect the nest. The buffer areas shall be protected with construction fencing, and no activity shall occur within the buffer areas until the qualified biologist has determined, in coordination with CDFW, that the young have fledged, the nest is no longer active, or reducing the buffer would not likely result in nest abandonment. Monitoring of the nest by a qualified biologist approved by the County during and after construction activities (e.g., ground disturbance, vegetation removal, installation cultivation sites) will be required if the activity has potential to adversely affect the nest.
- Removal of bald and golden eagle nests is prohibited regardless of the occupancy status under the federal Bald and Golden Eagle Protection Act. If bald or golden eagle nests are found during preconstruction surveys, then the nest tree shall not be removed.
- Trees shall not be removed during the breeding season for nesting raptors unless a survey by the qualified biologist verifies that there is not an active nest in the tree.

**Due to the presence of suitable habitat for raptors adjacent to the project site, pre-construction nesting bird surveys shall be conducted consistent with the requirements of Mitigation Measure 3.4-2c.**

**26. 3.4-2e: Conduct Preconstruction Special-Status Nesting Bird Surveys and Establish Protective Buffers**

Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the

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protection of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests from new development related to cannabis activities:

- To minimize the potential for disturbance to or loss of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests, vegetation removal activities shall occur only during the nonbreeding season (September 1-January 31).
- If little willow flycatcher is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or is determined to be likely to occur based on the presence of suitable habitat, a protocol-level survey shall be conducted by a qualified biologist familiar with the species and the protocol prior to removal of any vegetation or any ground disturbance. The protocol-level survey shall utilize methods outlined in A Willow Flycatcher Survey Protocol for California (Bombay et al. 2003).
- If little willow flycatcher is determined to be present during the protocol-level survey, no development activity shall occur during the breeding season (May 1 through August 31) in and within 300 feet of the little willow flycatcher habitat. Development activities within or adjacent to identified little willow flycatcher habitat shall not damage or destroy willows or other riparian shrubs unless agreed upon through consultation with CDFW.
- If olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat prior to removal of any vegetation or any ground disturbance between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nests on any structure or vegetation planned for removal. The surveys shall be conducted no more than 7 days before construction commences. If no active nests are found during focused surveys, no further action under this measure will be required. If active nests are located during the preconstruction surveys, the biologist shall notify the Planning Director and CDFW. If deemed necessary by the Planning Director in consultation with CDFW, modifications to the project design to avoid removal of occupied habitat while still achieving project objectives may be required. If the County determines in consultation with CDFW that avoidance is not feasible or conflicts with project objectives, construction shall be prohibited within a minimum of 100 feet of the nest to avoid disturbance until the nest is no longer active.

**Due to the presence of suitable habitat for nesting birds adjacent to the project site, pre-construction nesting bird surveys shall be conducted consistent with the requirements of Mitigation Measure 3.4-2e.**

**27. 3.4-2n: Implement Generator Noise Reduction Measures**

The cultivation of cannabis shall not exceed the noise level standards as set forth in the County General Plan: 55 A-weighted decibels (dBA) from 7:00 a.m. to 7:00 p.m. and 50 dBA from 7:00 p.m. to 7:00 a.m. measured at the property line, except that generators associated with a commercial grow are not to be used between 10:00 p.m. and 7:00 a.m. (Section 315-843[6][b]).

The following additional noise performance standards shall apply to generator use:

- Project-generated sound must not exceed ambient nesting conditions by 20-25 dBA.
- Project-generated sound, when added to existing ambient conditions, must not exceed 90 dBA.

**28. 3.8-1c: Renewable Electricity Requirements**

All electricity sources used for commercial cannabis cultivation, manufacturing, microbusinesses, non-storefront retail, testing, nurseries, and distribution shall be from renewable sources by conforming to one or more of the following standards:

June 10, 2021

- Grid-based electricity supplied from 100 percent renewable sources
- On-site power supplied fully by renewable source (e.g., photovoltaic system)
- On-site power supplied by partial or wholly non-renewable source with purchase of carbon offset credits
- Or some combination of the above.

This mitigation measure is consistent with a local action measure recommended in Appendix B, Local Action, of the 2017 Scoping Plan, which reads, “Require on-site renewable energy generation” (CARB 2017:B-8).

**29. 3.10-1a: Demonstrate Compliance with Water Resource Standards**

Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ.

- All cultivation sites (new and licensed renewals) are required to demonstrate compliance with all applicable requirements of SWRCB Order WQ 2019-0001-DWQ or any subsequent water quality standards that apply to all new commercial cannabis cultivation operations and will not be limited by a minimum area of disturbance as part of application review and at annual licensed renewal. This will include documentation, Site Management Plan, and grading details prepared by a qualified professional to help ensure that any grading of the site will be stable and describing how stabilization will be achieved. The documentation will also identify the location of all water quality control features for the site and associated access roads. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with the Road Handbook, per CCR Title 14, Chapter 4. Compliance with water diversion standards and restrictions of SWRCB Order WQ 2019-0001-DWQ will also be provided to the County. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.
- On-site sewage systems shall be designed to accommodate employees and seasonal employees during harvest consistent with the requirements of County Code of Ordinances Section 16.48.122.
- Applications will identify drainage and water quality controls for the site, including roads leading to and from a site, that ensure no sedimentation or other pollutants leave the site as part of project construction and operation. Compliance with this requirement may be combined with the NPDES Construction General Permit compliance measures. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with the Five Counties Salmonid Conservation Roads Maintenance Manual. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.

**30. 3.12-1: Implement Construction Noise Mitigation**

All outdoor construction activity and use of heavy equipment outdoors shall take place between 7:00 a.m. and 7:00 p.m.

**31. 3.14-3: Provide Site Access Free of Hazards Due to Geometric Roadway Design**

Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that roadways providing site access are in compliance with Chapter 12.10: Design Policies of the Trinity County Code of Ordinances. New roadway water quality control and drainage features or new drainage features on existing

June 10, 2021

roadways shall be designed to accommodate peak flow conditions and will be consistent with the Road Handbook, per CCR Title 14, Chapter 4 and SWRCB Order WQ 2019-0001-DWQ.

**32. 3.14-4: Provide Adequate Emergency Access**

Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that site access is in compliance with Chapter 8.30 – Fire Safe Ordinance of the Trinity County Code.

**33. 3.15-3: Implement a Cannabis Waste Composting Management Plan**

Applicants for new commercial cannabis operations and relicensed sites will develop and implement a cannabis waste composting management plan if the operator proposes to dispose of cannabis waste through onsite composting. The plan shall meet all state requirements and the following requirements that will be confirmed by the County during inspections:

- Designation of the composting area on a site plan that is contained within the site boundaries (must be located within the Designated Area for cultivation operations) that is of adequate size to accommodate site cannabis waste needs.
- Identification of water quality control features that ensure no discharge of cannabis waste or other pollutants.
- Details on routine management and equipment used in the composting area that ensures proper composting and control of odors, potential fuel hazards, and pests for the life of the cannabis operation.

**34. 3.16-2b: Implement Fire Prevention Measures for On-Site Construction and Maintenance Activities**

The operation of outdoor motorized equipment on-site for construction and maintenance activities shall be required to be covered under a fire protection plan that includes the following provisions:

- Fire watch personnel responsible for watching for the occurrence of fire during and after equipment use shall be identified.
- Equipment shall be located so that exhausts do not discharge against combustible materials.
- Equipment shall not be refueled while in operation and not until after a cooldown period.
- Water and tools dedicated to firefighting shall be on hand in the area of onsite construction and maintenance activities at all times.
- Designated smoking areas with cigarette disposal receptacles that are burn resistant.

**END OF CONDITIONS**

**NOTE:** Approval of this use permit will expire on June 10, 2023. Any request for a time extension and accompanying fees must be received by the Trinity County Planning Department 30 days prior to this expiration date.

CEQA Mitigation, Monitoring, and Reporting Program (MMRP)  
T.E.A.M. Conditional Use Permit (P-19-38)

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation	Verification Compliance		
					Initials	Date	Remarks
Aesthetics							
A-1: The Nursery would utilize only low-intensity lighting, and the greenhouses will be covered at dusk so that no light/glare escapes. Security lighting will be directional and generally downcast to avoid any light and/or glare impacts on surrounding industrial properties or residences up on the bluff to the northeast.	Permittee responsibility throughout operation of the project.	Permittee responsibility throughout operation of the project.	Trinity County Planning	Less Than Significant			
Agriculture and Forestry Resources							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
Air Quality							
AQ-1: Any and all exhaust produced by the Project will be treated by forced-air venting through carbon filters to eliminate any potential impact from objectionable odors produced by the proposed operations at the Project site.	Permittee responsibility throughout operation of the project.	Permittee responsibility throughout operation of the project.	Trinity County Planning	Less Than Significant			
Biological Resources							
BIO-1: Biological Assessment Mitigation  The following measures shall be implemented to minimize potential impacts to resident and migratory wildlife utilizing habitat around the Project site: <ul style="list-style-type: none"><li>All buildings and Project activity on the parcel should remain within a 150-foot disturbance buffer of the Class I stream, Weaver Creek, as per regulatory statutes.</li><li>The County Cannabis Cultivation ordinance (Ordinance No. 315-823 and amendments) as well as CDFA licensing regulations [3 California Code of Regulations (CCR) § 8304(c) and (g)] require light generated by the proposed project would be required to be both (1) downcast, shielded and/or screened to keep light from emanating offsite or into the sky, and (2) light uses for operations require that lighting in greenhouses is shielded so that little to no light escapes, and light shall not escape at a level that is visible from neighboring properties between sunset and sunrise.</li><li>The Nursery should utilize only low-intensity lighting, and the greenhouses should be covered at dusk so that no light/glare escapes, per county requirements.</li><li>Security lighting should be directional and motion activated, and generally downcast to avoid any light and/or glare impacts. This implementation of the standard requirements of the County’s General Plan and Weaverville Town Plan provides a uniform standard for reduction and minimization of light trespass.</li><li>All hazardous and non-hazardous waste should be collected and disposed of or recycled offsite. All trash should be disposed of regularly, so as not to attract wildlife.</li><li>Placement of temporary staging areas and other facilities shall avoid or minimize disturbance to habitat and remain outside of the 150-foot riparian buffer.</li></ul>	Permittee responsibility throughout construction and operation of the project.	Permittee responsibility throughout construction and operation of the project.	Trinity County Planning, CDFW, and USFWS	Less Than Significant			

CEQA Mitigation, Monitoring, and Reporting Program (MMRP)  
T.E.A.M. Conditional Use Permit (P-19-38)

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation	Verification Compliance		
					Initials	Date	Remarks
<ul style="list-style-type: none"><li>Vehicle speed shall be kept to a maximum of 10 mph while onsite to minimize dust generation.</li><li>All fuel sources and chemicals shall be stored and handled properly to prevent leakage into the environment and refueling and storage shall occur greater than 100 feet away from any creeks, or natural areas.</li><li>All refueling and pesticide and chemical storage and transfer should occur on top of an impermeable surface capable of completely containing any spillage.</li><li>Containers including buckets should be turned over on their sides to allow animals to escape when not in use.</li><li>Excavation and grading activities should be scheduled for dry weather periods to prevent additional sedimentation and erosion.</li><li>Loud activity exceeding 50 db 100 ft from the Project site, including construction activity with heavy machinery, should be completed outside of the northern spotted owl (NSO) breeding period (February 1- September 1), and within normal operating business hours (8 AM- 5 PM).</li><li>Site activity post-construction should not regularly exceed 50 db 100 ft from the Project area to prevent disturbance to NSO, bats, and other wildlife.</li><li>Special care should be given to activity and disturbance during peak migration periods (Spring and Fall) to reduce disturbance to other migratory bird species utilizing adjacent habitat.</li><li>If shrubs and non-woody riparian vegetation are disturbed, they shall be replaced with similar native species appropriate to the site.</li><li>All vegetation shall be surveyed on foot once a year by staff and new outbreaks of any invasive weeds identified by the California Invasive Plant Council as noxious or invasive to be removed by the owner or qualified landscaping professionals.</li><li>The spread or introduction of exotic plant species shall be avoided to the maximum extent possible by avoiding areas with established native vegetation during cleanup/restoration activities, restoring disturbed areas with appropriate native species, and post-Project monitoring and control of exotic species.</li><li>Removal of invasive exotic species after construction activities is strongly recommended. Mechanical removal (hand tools, weed whacking, hand pulling) of exotics should be done in preparation for establishment of native plantings, if appropriate.</li></ul>							
Cultural Resources							
<b>CR-1: Cultural and Archeological Resources</b> If cultural resources, such as chipped or ground stone, or bone are discovered during ground-disturbance activities, work shall be stopped within 50 feet of the discovery, as required by the California Environmental Quality Act (CEQA; January 1999 Revised Guidelines, Title 14 California Code of Regulations [CCR] 15064.5 (f)). Work near the archaeological finds shall not resume until a professional archaeologist,	Permittee and Construction Contractor responsibility during ground-disturbing activities	Permittee and Construction Contractor responsibility during ground-disturbing activities	Trinity County Planning and the THPOs for the Nor-Rel-Muk Nation, Redding Rancheria, Round Valley, and Wintu Tribes	Less Than Significant			



CEQA Mitigation, Monitoring, and Reporting Program (MMRP)  
T.E.A.M. Conditional Use Permit (P-19-38)

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation	Verification Compliance		
					Initials	Date	Remarks
who meets the Secretary of the Interior’s Standards and Guidelines, has evaluated the material and offered recommendations for further action.							
<b>CR-2: Unidentified Human Remains</b> If In the event that previously unidentified evidence of human burial or human remains are discovered during project construction, work will stop at the discovery location, within 20 meters (66 feet), and any nearby area reasonably suspected to overlie human remains (Public Resources Code, Section 7050.5), the Trinity County Coroner must be informed and consulted, per State law. If the coroner determines the remains to be Native American, he or she shall contact the Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent. The most likely descendent will be given an opportunity to make recommendations for means of treatment of the human remains and any associated grave goods. when the commission is unable to identify a descendant or the descendants identified fail to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance. Work in the area shall not continue until the human remains are dealt with according to the recommendations of the County Coroner, Native American Heritage Commission and/or the most likely descendent have been implemented.	Permittee and Construction Contractor responsibility during ground-disturbing activities	Permittee and Construction Contractor responsibility during ground-disturbing activities	Trinity County Coroner and Native American Heritage Commission	Less Than Significant			
<b>Energy</b>							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
<b>Geology and Soils</b>							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
<b>Greenhouse Gas Emissions</b>							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
<b>Hazards and Hazardous Materials</b>							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
<b>Hydrology and Water Quality</b>							

CEQA Mitigation, Monitoring, and Reporting Program (MMRP)  
T.E.A.M. Conditional Use Permit (P-19-38)

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation	Verification Compliance		
					Initials	Date	Remarks
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
Land Use and Planning							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
Mineral Resources							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
Noise							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
Population and Housing							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
Public Services							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
Recreation							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
Transportation							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
Tribal Cultural Resources							
Implementation of Mitigation Measure CR-1.	Per CR-1	Per CR-1	Per CR-1	Less Than Significant			
Utilities and Service Systems							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
Wildfire							
The IS/MND does not identify significant effects or mitigation measures in this resource area.							
Mandatory Findings of Significance							

CEQA Mitigation, Monitoring, and Reporting Program (MMRP)  
T.E.A.M. Conditional Use Permit (P-19-38)

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation	Verification Compliance		
					Initials	Date	Remarks
Implementation of Mitigation Measures A-1, AQ-1, BIO-1, CR-1, and CR-2.	Per A-1, AQ-1, BIO-1, CR-1, and CR-2	Per A-1, AQ-1, BIO-1, CR-1, and CR-2	Per A-1, AQ-1, BIO-1, CR-1, and CR-2	Less Than Significant			

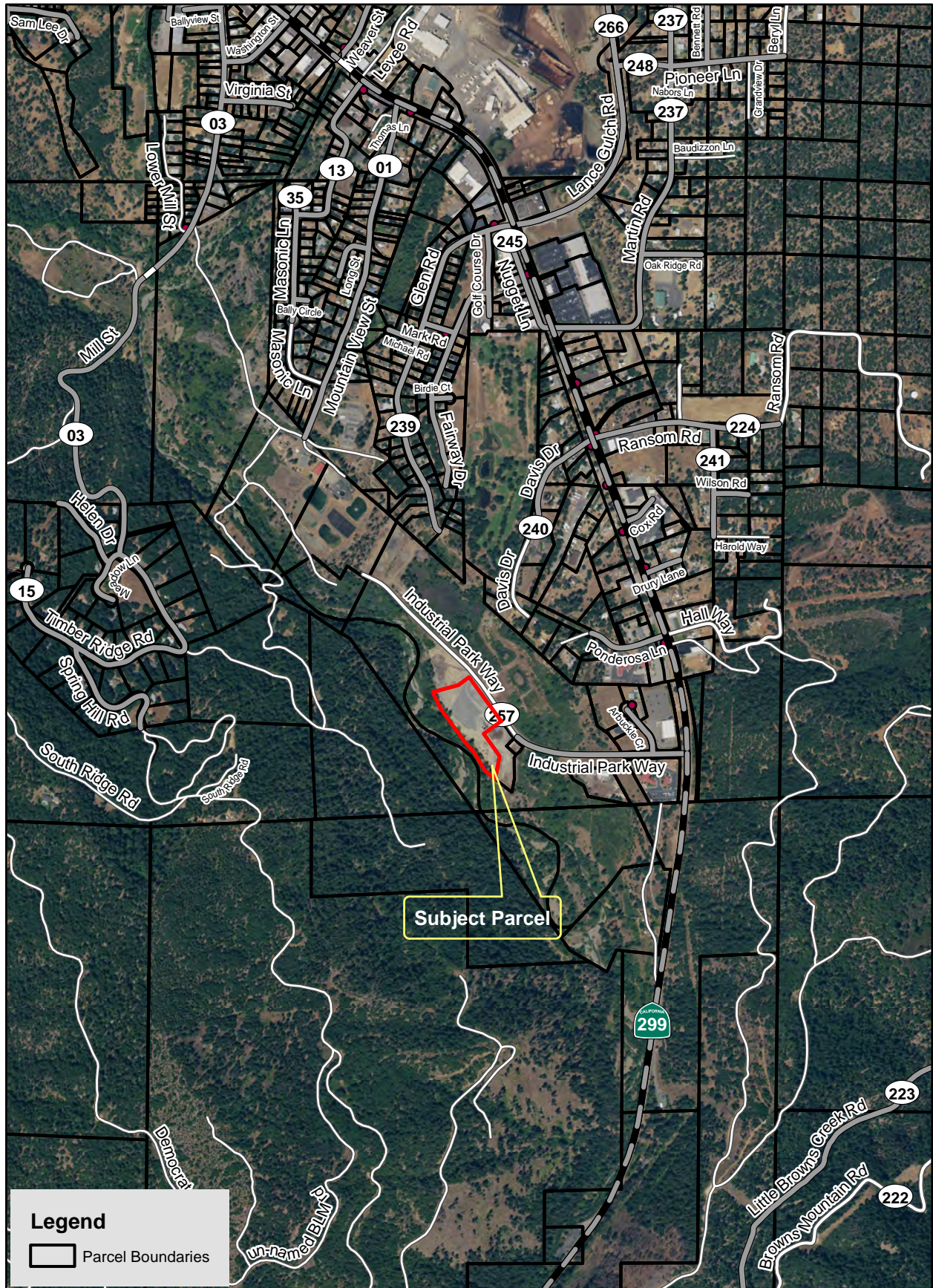




# Figure 3 - Location Map

APN 024-220-56-00

P-19-38 | Trinity Equipment & Materials, LLC ("T.E.A.M.")



0 0.1 0.2 0.4 0.6 0.8 Miles





**Figure 4 - Project Aerial**  
**APN 024-220-56-00**

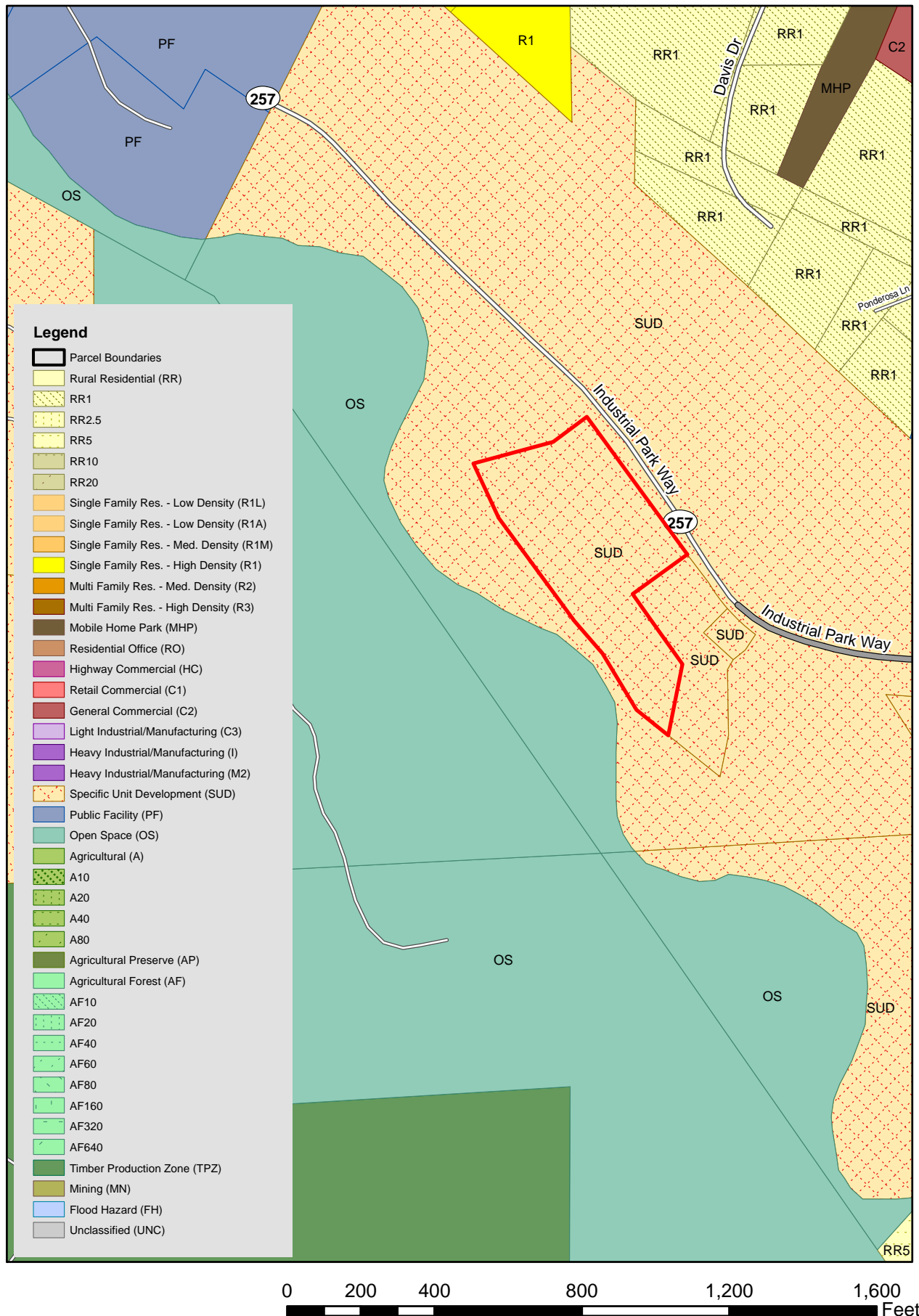
**P-19-38 | Trinity Equipment & Materials, LLC ("T.E.A.M.")**





# Figure 5 - Zoning Map APN 024-220-56-00

P-19-38 | Trinity Equipment & Materials, LLC ("T.E.A.M.")

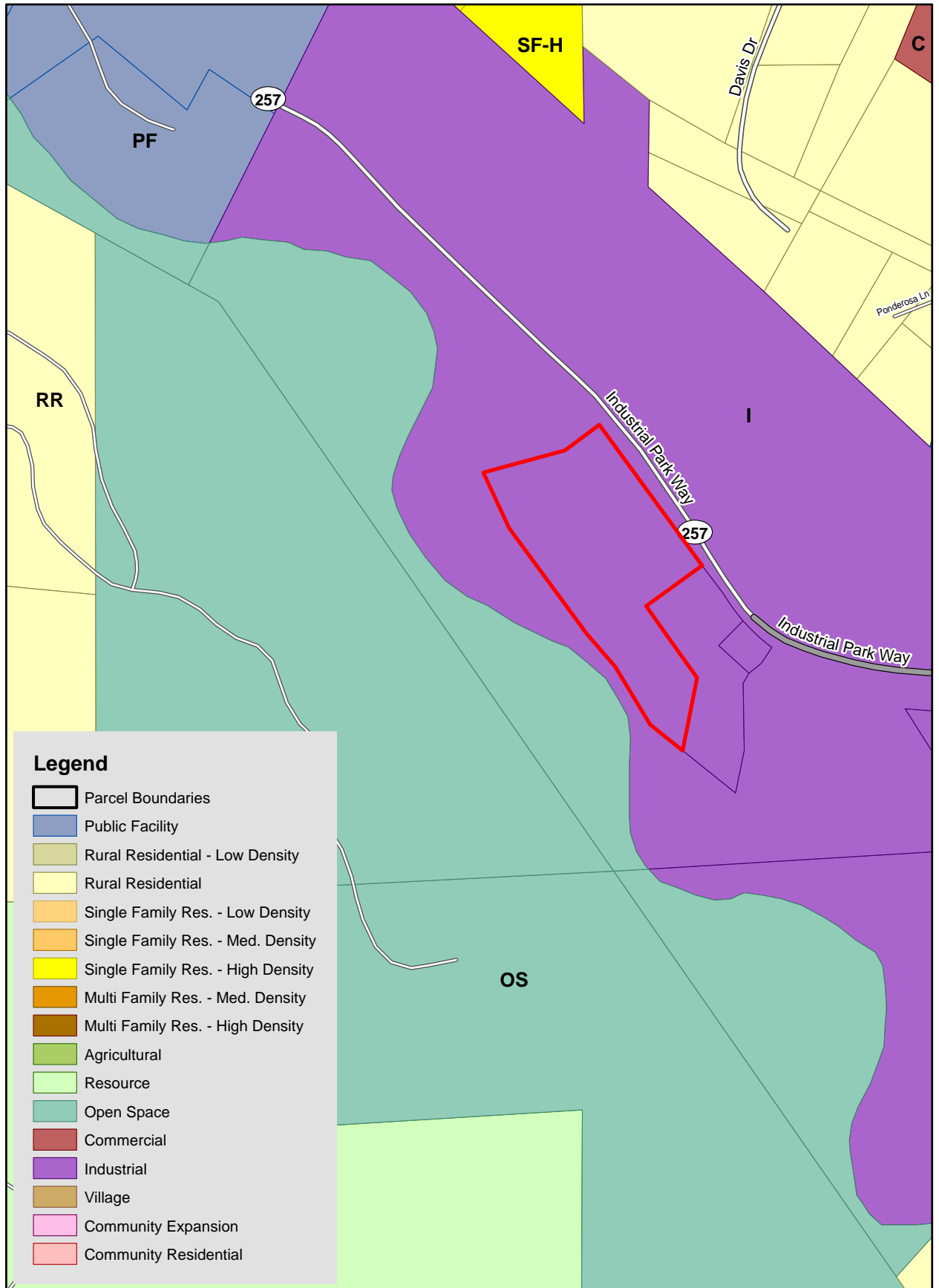




# Figure 6 - General Plan Designation Map

APN 024-220-56-00

P-19-38 | Trinity Equipment & Materials, LLC ("T.E.A.M.")



## Legend

- Parcel Boundaries
- Public Facility
- Rural Residential - Low Density
- Rural Residential
- Single Family Res. - Low Density
- Single Family Res. - Med. Density
- Single Family Res. - High Density
- Multi Family Res. - Med. Density
- Multi Family Res. - High Density
- Agricultural
- Resource
- Open Space
- Commercial
- Industrial
- Village
- Community Expansion
- Community Residential

0 200 400 800 1,200 1,600 Feet





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**RESOLUTION NO. 2021-08**

**A RESOLUTION OF THE PLANNING COMMISSION  
OF THE COUNTY OF TRINITY  
APPROVING CONDITIONAL USE PERMIT  
(Trinity Equipment and Materials (T.E.A.M.), P-19-38)**

**WHEREAS**, Thomas Ballanco filed an application dated November 1, 2019 for a Commercial Cannabis Conditional Use Permit (P-19-18). The CUP is for operation of an onsite nursery, processing, non-volatile manufacturing, distribution, and testing facilities on a site designated as Industrial (I). The project is located at 311 Industrial Park Way, Weaverville, California on Trinity County assessor parcel number 024-220-56; and

**WHEREAS**, County of Trinity staff has reviewed the submitted application and evidence and has referred the application and evidence to all governmental and utility agencies affected by the development to allow the opportunity for conducting site inspections and providing comments and recommendations; and

**WHEREAS**, the project is subject to environmental review pursuant to the California Environmental Quality Act (CEQA) and the County of Trinity is the lead agency for the project. A proposed Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared with respect to said project and a Notice of Availability was published in a newspaper of general circulation, filed with the County of Trinity Clerk-Recorder's Office, and filed with the Governor's Office of Planning and Research CEQA State Clearinghouse (State Clearinghouse). The IS/MND was made available for review and comment by the general public and public agencies for a period of 30 days (4/24/21 to 5/27/21) by posting it on the County of Trinity website and filing with the State Clearinghouse (SCH#: 2021040656); and

**WHEREAS**, after due notice of public hearing in accordance with applicable laws, the matter came on for hearing before the Planning Commission of the County of Trinity on June 10, 2021; and

**WHEREAS**, at said public hearing, due consideration was given to all oral and written comments regarding the request for approval of the Conditional Use Permit, and the Planning Commission concluded that the Conditional Use Permit should be granted subject to certain conditions hereinafter set forth; and

**WHEREAS**, at said public hearings, due consideration was given to the proposed IS/MND and Mitigation, Monitoring, and Reporting Program, the environmental effect of the project, and any changes connected therewith. The Planning Commission reviewed and considered the whole record before it and found that there is no substantial evidence that the project, as mitigated, will have a significant effect on the environment.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the County of Trinity makes the following findings:

1. Pursuant to the State CEQA Guidelines, the Planning Commission of the County of Trinity makes the following environmental findings:
  - A. The Planning Commission of the County of Trinity finds on the basis of the Initial Study and all comments received, that the proposed commercial cannabis development would have potential significant effects on the environment, which, with the inclusion of specific mitigation measures, will be rendered less than significant. Accordingly, a Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program is adopted pursuant to the CEQA Guidelines.

2. Pursuant to Chapter 17.32 (Use Permits) of the County Code of Ordinances, the Planning Commission of the County of Trinity makes the following findings for the Use Permit:
  - A. As required by the County's Cannabis Ordinance, the applicant is applying for a Conditional Use Permit to allow nursery, processing, non-volatile manufacturing, distribution, and testing operations on APN 024-220-56 located within Area 1, Trinity Alps Business Park, Lower Level. Evaluation of the project has determined that the project as proposed, conditioned, and mitigated is: 1) compatible with the General Plan land use designation, neighborhood character, and the limited intensity uses of the surrounding area; 2) consistent with the County Cannabis Ordinance; and 3) compliant with CEQA.
  - B. The project, as proposed, conditioned, and mitigated, will not cause detrimental effects to public health, safety, welfare or result in the creation of a public nuisance. The project site is surrounded entirely by APN 024-220-46 which has a General Plan designation of Industrial (I) with an underlying zoning of Specific Unit Development (SUD). Surrounding land uses include a former sand and gravel operation, a former soil business, and a Commercial Cannabis Nursery approved by Trinity County Planning in 2017 bordering the proposed project parcel. The closest sensitive receptors to the project site are more 650 feet from the project site and will not be significantly impacted by potential impacts from the project.
  - C. The project, as proposed and conditioned, is consistent with the goals and objectives of the County General Plan and Specific Unit Development (SUD) zoning district (Area 1, Trinity Alps Business Park, Lower Level), as the proposed project consists of nursery, processing, non-volatile manufacturing, distribution, and testing operations on a site designated as Industrial (I).
3. The Planning Commission of the County of Trinity hereby approves the Conditional Use Permit (P-19-38), subject to the conditions set forth in Exhibit "A", attached hereto and made a part hereof.

**DULY PASSED AND ADOPTED** this 10<sup>th</sup> day of June, 2021 by the Planning Commission of the County of Trinity by motion of Commissioner Stewart, seconded by Commissioner McIntosh, and the following vote:

AYES: McIntosh, Stewart, Heaton  
NOES: McHugh  
ABSENT: Sharp  
ABSTAIN:  
RECUSE:

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DIANA STEWART, Chair  
Planning Commission  
County of Trinity, State of California

ATTEST:

By: \_\_\_\_\_  
KIMBERLY HUNTER  
Secretary of the Planning Commission  
County of Trinity, State of California

**EXHIBIT “A” to Resolution PC-2021-08**

**CONDITIONAL USE PERMIT CONDITIONS OF APPROVAL**

(Trinity Equipment and Materials (T.E.A.M.), P-19-38)

The following conditions of approval shall be satisfied prior to the issuance of any building permits, unless a different time for compliance is specifically noted:

1. The Permittee shall comply with all County cannabis regulations, as are applicable for the commercial cannabis activities proposed by the Permittee under this use permit. These regulations are provided in the Trinity County Board of Supervisors Ordinances 315-823, 315-824, 315-826, 315-828, 315-829, 315-830, 315-833, 315-834, 315-835, 315-849, and as amended.
2. The Permittee must be in compliance with all County building permit requirements including, but not limited to, structures, roads, electrical, and water and sewer connections. Prior to issuance of building permits, a detailed and to scale site plan depicting the existing and proposed development of the site, including building envelopes or footprints, setbacks, parking and circulation shall be provided for review and approval by Trinity County. Adequate area for parking and internal circulation shall be provided.
3. Structures on the property shall be in compliance with the California Building Code and Trinity County Code.
4. The Permittee shall comply with all relevant requirements listed in the project referral response received from the Weaverville Sanitary District.
5. The Permittees site uses must be in compliance with State and County Fire Safe Regulations. Should the County or State determine that site conditions are not in compliance with the Fire Safe Regulations, the Permittee shall be required to come into compliance.
6. This Use Permit is subject to the Permittee securing all necessary permits for the development and eventual use of the project site for commercial cannabis activities from County, State and Federal agencies having jurisdiction over the activities at the project site, and as applicable to the Permittees uses. Any requirements imposed by an agency having jurisdiction shall be considered a condition of this permit. The County shall in no-way be considered responsible for issuance or oversight of State or Federal permits/authorizations that may apply to the uses by the Permittee under this use permit. The Permittee has the sole responsibility for compliance with all requirements and regulations.
7. This Use Permit shall become effective after all applicable appeal periods have expired or appeal processes exhausted. Failure of the Permittee to make use of this use permit within one year or failure to comply with payment of any fees within specified time periods shall result in the automatic expiration/termination of this permit.
8. Any proposed changes or modifications to the uses at the site by the Permittee will require review and approval by the Trinity County Planning Department, prior to those changes or modifications. Based on the proposed changes or modifications, the Planning Department may require additional reviews and approvals from other County/State/Federal departments or agencies as may be appropriate for the proposed changes or modifications.

**Section 17.43A Wholesale Cannabis Nurseries and Resale of Auxiliary Nursery Products:**

**Section 17.43A.040 - Required Conditions of Use Permit Approval:**

A. In addition to any other conditions and mitigation measures required, all of the following conditions shall apply to all cannabis nurseries:

1. All cannabis nursery license holders shall maintain accurate records on sales, including proof that sales occur only to licensed individuals.
2. Sales shall only be to licensed cannabis cultivators in the State of California.
3. License holders shall comply with all applicable state and county laws.
4. The Trinity County Agricultural Commissioner may create standards for plant quality which shall comply with State of California regulations.
5. All sales locations shall have adequate parking to accommodate customers.
6. Glare from nursery facilities and resale locations shall not emanate onto neighboring properties. This condition will also be reviewed on a case-by-case basis as part of the use permit process.
7. Cannabis nurseries shall comply with the cultivation plan required in state Type 4 licenses.

B. Operators of cannabis nurseries shall allow access to the facility and access to records if requested by the county, its officers, or agents; shall pay for an annual inspection; and shall submit to inspections from the county or its officers to verify compliance with all relevant rules, regulations, and conditions.

C. The applicant, owner, and operator shall agree to submit to, and pay for, routine and focused inspections of operations and relevant records or documents necessary to determine compliance with this chapter from any enforcement officer of the county or their designee.

D. Operators of cannabis nurseries and, if different, the property owner(s) shall execute an agreement to defend, indemnify and hold harmless the County of Trinity and its agents, officers, and employees from any claim, action, or proceeding brought against the county, its agencies, board, planning commission or board of supervisors arising from the county's registration of the site. The indemnification shall apply to any damages, cost of suit, attorney fees or other expenses incurred by the county, its agents, officers and employees in connection with such action.

E. Any person operating a cannabis nursery shall obtain a valid and fully executed commercial cannabis cultivation Type 4 state license prior to commencing operations and must maintain such license in good standing to continue operations.

F. The property owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with permits and licenses required by Trinity County Code and state law. Failure to take appropriate action to evict or otherwise remove operators who do not maintain permits or licenses in good standing with the county or state shall be grounds for the suspension or revocation of the cannabis nursery license.

G. Cannabis nurseries and related activities shall be maintained in accordance with operating plans approved by the county.

H. A license for cannabis nursery cultivation or for the resale of wholesale cannabis products does not guarantee that the applicant will be considered compliant with any future land use ordinance.

I. Application for cannabis nursery cultivation does not give the applicant any property rights, and it does not guarantee that a cannabis nursery cultivation license will be issued. The application shall not be transferrable.

J. Cannabis is not recognized under federal law and an application does not grant any right to violate federal law.

K. When the state begins issuing Type 4 licenses under Medicinal and Adult Use Cannabis Regulations and Safety Act (MAUCRSA), the applicant or license holder shall file a complete application for the appropriate state license with the appropriate state licensing authority within sixty days of obtaining a county license.

L. The effective date of a county issued entitlement for a cannabis nursery shall not begin until all state and county licensing, permitting and approvals have been obtained.

M. Notwithstanding any other provision of this ordinance or the Trinity County Code, a person cultivating cannabis for the purposes of nursery sales, or resale of wholesale cannabis nursery products pursuant to this ordinance, but who applies for and is denied a state license, shall immediately cease all cannabis nursery cultivation within the county until he/she successfully obtains the proper state nursery cultivation license(s) under MAUCRSA.

#### **Section 17.43B Distribution Regulations for Commercial Cannabis**

##### **Section 17.43B.040 - Required Findings:**

A conditional use permit for cannabis distribution shall not be granted by the trinity county planning department unless all of the following findings are made based on substantial evidence:

- A. The distribution, as approved and conditioned will not result in significant unavoidable impacts on the environment.

Finding: The potential for the project to result in significant unavoidable impacts on the environment is addressed in the CEQA Initial Study-Mitigated Negative Declaration that was prepared for this project. The CEQA analysis determined that with the incorporation of mitigation measures and compliance with existing regulatory requirements, the impacts of the proposed project would be less than significant. Therefore, the project would not result in significant unavoidable impacts on the environment.

- B. The distribution includes adequate quality control measures to ensure cannabis distributed at the site meets state standards for a regulatory market.

Finding: The applicant will be required to demonstrate compliance with state quality control measures enforced by the Bureau of Cannabis Control in order to obtain and maintain their state license for distribution.

C. The distribution operations plan includes adequate measures that address the federal enforcement priorities for cannabis activities.

Finding: The state regulations for distribution operations that are enforced by the Bureau of Cannabis Control are designed and intended to ensure consistency with federal enforcement priorities. The applicant will be required to demonstrate compliance with these regulations in order to obtain and maintain their state license for distribution.

**Section 17.43B.050 – Required Conditions:**

In addition to conditions and mitigation measures that may be included in the conditional use permit for a distribution facility, the following conditions shall be met:

- A. The distributor shall allow access to the facility and any vehicles utilized in transportation, and access to records if requested by the county, its officers, or agents, and shall allow inspections from the county or its officers to verify compliance with all relevant rules, regulations and conditions.
- B. The applicant for the distribution facility and the property owner shall indemnify, defend, and hold the county harmless from any and all claims and proceedings relating to the approval of the license or relating to any damage to property or persons stemming from the commercial cannabis activity.
- C. Any person operating a cannabis distribution facility shall obtain a valid and fully executed commercial cannabis distribution license or provisional license from the state prior to commencing operations, and must maintain such license in good standing in order to continue operations.
- D. The property owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with permits and licenses required by Trinity County Code and state law. Failure to take appropriate action to evict or otherwise remove licensees who do not maintain permits or licenses in good standing with the county or state shall be grounds for the suspension or revocation of a conditional use permit pursuant to this chapter.
- E. The distribution facility and activities shall be maintained in accordance with the operating plan associated with the conditional use permit and approved by the county.
- F. Any person who is not the legal owner of a parcel for which they are obtaining a conditional use permit to operate a cannabis distribution facility shall provide written and notarized authorization from the legal owner of the parcel prior to commencing activities included in the conditional use permit on such parcel.
- G. The cannabis distribution program fee is due annually on March 1st and is set at:
  - 1. Type 11: Six thousand dollars plus one thousand dollars towards the general plan update.
  - 2. Type 13 (transportation only): Two thousand dollars.
  - 3. Fees shall be paid thereafter annually prior to March 1st of each year.

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- H. The above fee amounts are not anticipated to fully cover the cost of administering this chapter; however, within twelve months of this chapter, the County may conduct a fee study to determine the total cost of administering this chapter.
- I. If, based on the results of the fee study, the fee needs to be increased, the county may increase the fee by way of resolution for any new or renewal registrations.
- J. If, based on the results of the fee study, the fee exceeds the cost of administering this chapter the county shall decrease the fee by way of resolution and shall also reimburse applicants their proportional share of any overpayment.

#### **Section 17.43F Distribution Regulations for Commercial Cannabis**

##### **Section 17.43B.040 - Required Findings:**

The appropriate use permit for cannabis manufacturing shall not be granted by the appropriate authority unless all of the following findings are made based on substantial evidence:

- A. The manufacturing facility will comply with all of the requirements of the state and county for the cannabis manufacturing. This includes, but is not limited to, product safety, THC levels, edible standards, timelines, packaging and labeling requirements.

Finding: The applicant will be required to demonstrate compliance with state and county regulations enforced by the Manufactured Cannabis Safety Branch and County of Trinity in order to obtain and maintain their state and county licenses for non-volatile manufacturing.

- B. The manufacturing, as approved and conditioned will not result in significant unavoidable impacts on the environment.

Finding: The potential for the project to result in significant unavoidable impacts on the environment is addressed in the CEQA Initial Study-Mitigated Negative Declaration that was prepared for this project. The CEQA analysis determined that with the incorporation of mitigation measures and compliance with existing regulatory requirements, the impacts of the proposed project would be less than significant. Therefore, the project would not result in significant unavoidable impacts on the environment.

- C. The manufacturing includes adequate quality control measures to ensure cannabis manufactured at the site meets industry state standards.

Finding: The applicant will be required to demonstrate compliance with state quality control measures enforced by the Manufactured Cannabis Safety Branch in order to obtain and maintain their state license for non-volatile manufacturing.

- D. The manufacturing facility does not pose a significant threat to the public or to neighboring uses from explosion or from the release of harmful gases, liquids or substances.

Finding: The applicant proposes non-volatile manufacturing activities, which do not have the potential for explosions or the release of harmful gases, liquids, or substances. The non-volatile manufacturing activities would occur within enclosed structures that must be designed in compliance with state regulations to minimize potential impacts. As designed and in compliance

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with existing regulatory requirements, the proposed non-volatile manufacturing activities do not have the potential to pose a significant threat to the public or neighboring uses.

**Section 17.43B.050 – Required Conditions:**

In addition to any other conditions and mitigation that apply to all permits for cannabis manufacturing:

- A. The manufacturer shall allow access to the facility and access to records if requested by the county, its officers, or agents, for an annual inspection and submit to inspections from the county or its officers to verify compliance with all relevant rules, regulations and conditions.
- B. The applicant for the manufacturing facility and the property owner shall indemnify, defend, and hold the county harmless from any and all claims and proceedings relating to the approval of the permit or relating to any damage to property or persons stemming from the commercial cannabis activity.
- C. Any person operating a cannabis manufacturing facility shall obtain a valid and fully executed commercial cannabis manufacturing license from the state prior to commencing operations, and must maintain such license in good standing in order to continue operations.
- D. The property owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with permits and licenses required by the Trinity County Code and California State law. Failure to take appropriate action to evict or otherwise remove operators who do not maintain permits or licenses in good standing with the county or state shall be grounds for the suspension or revocation of a use permit pursuant to this chapter.
- E. The manufacturing facilities and activities shall be maintained in accordance with the operating plans approved by the county.
  1. At any time during the license period, a licensee may request to change the manufacturing activities conducted at the licensed premises. All proposed changes require pre-approval, including infrastructure or building improvements specific to the new use. To request approval for proposed changes, the licensee shall submit a revised operating plan and drawings per Trinity County's application process.
  2. Any change requests shall be evaluated on a case-by-case basis by Trinity County Planning Department, and upon approval, the licensee may begin conducting the additional manufacturing operation or make the requested change to the premises. The existing license shall be amended to reflect the change in operations, if applicable, but the date of expiration shall not change.
- F. The cannabis manufacturing program fee is due annually from date of issuance and is set at:
  1. Type 6: Five thousand dollars plus one thousand dollars towards the general plan update.
  2. Type 7: Six thousand dollars plus one thousand dollars towards the general plan update.
  3. Type N: Two thousand dollars plus five hundred dollars towards the General Plan update.
  4. Type P: Two thousand dollars plus five hundred dollars towards the general plan update.



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5. Type S: No fee for Trinity County Commercial Cannabis licensees; two thousand dollars for all other users.
  6. Shared Use Facility: One thousand five hundred dollars.
  7. Transfer fee to New Applicant: One thousand dollars.
  8. Transfer fee to New Site: Sixty percent of original license fee, prorated monthly.
  9. Renewal fee: Sixty percent of original license fee.
- G. The above fee amounts are not anticipated to fully cover the cost of administering this chapter; however, within twelve months of this chapter, the county shall conduct a fee study to determine the total cost of administering this chapter.
1. If, based on the results of the fee study, the fee needs to be increased; the county may increase the fee by way of resolution for any new or renewal registrations.
  2. If, based on the results of the fee study, the fee exceeds the cost of administering this chapter the county shall decrease the fee by way of resolution and shall also reimburse applicants their proportional share of any overpayment.

The following conditions of approval include the mitigation measures from the Initial Study/Mitigated Negative Declaration (SCH#: 2021040656) that was prepared for the proposed project. The responsibility for implementation and timing of these mitigation measures is identified in the Mitigation, Monitoring, and Reporting Program.

11. **A-1:** The Nursery would utilize only low-intensity lighting, and the greenhouses will be covered at dusk so that no light/glare escapes. Security lighting will be directional and generally downcast to avoid any light and/or glare impacts on surrounding industrial properties or residences up on the bluff to the northeast.
12. **AQ-1:** Any and all exhaust produced by the Project will be treated by forced-air venting through carbon filters to eliminate any potential impact from objectionable odors produced by the proposed operations at the Project site.
13. **BIO-1:** The following measures shall be implemented to minimize potential impacts to resident and migratory wildlife utilizing habitat around the Project site:
  - All buildings and Project activity on the parcel should remain within a 150-foot disturbance buffer of the Class I stream, Weaver Creek, as per regulatory statutes.
  - The County Cannabis Cultivation ordinance (Ordinance No. 315-823 and amendments) as well as CDFA licensing regulations [3 California Code of Regulations (CCR) § 8304(c) and (g)] require light generated by the proposed project would be required to be both (1) downcast, shielded and/or screened to keep light from emanating offsite or into the sky, and (2) light uses for operations require that lighting in greenhouses is shielded so that little to no light escapes, and light shall not escape at a level that is visible from neighboring properties between sunset and sunrise.
  - The Nursery should utilize only low-intensity lighting, and the greenhouses should be covered at dusk so that no light/glare escapes, per county requirements.
  - Security lighting should be directional and motion activated, and generally downcast to avoid any light and/or glare impacts. This implementation of the standard requirements of

the County's General Plan and Weaverville Town Plan provides a uniform standard for reduction and minimization of light trespass.

- All hazardous and non-hazardous waste should be collected and disposed of or recycled offsite. All trash should be disposed of regularly, so as not to attract wildlife.
- Placement of temporary staging areas and other facilities shall avoid or minimize disturbance to habitat and remain outside of the 150-foot riparian buffer.
- Vehicle speed shall be kept to a maximum of 10 mph while onsite to minimize dust generation.
- All fuel sources and chemicals shall be stored and handled properly to prevent leakage into the environment and refueling and storage shall occur greater than 100 feet away from any creeks, or natural areas.
- All refueling and pesticide and chemical storage and transfer should occur on top of an impermeable surface capable of completely containing any spillage.
- Containers including buckets should be turned over on their sides to allow animals to escape when not in use.
- Excavation and grading activities should be scheduled for dry weather periods to prevent additional sedimentation and erosion.
- Loud activity exceeding 50 db 100 ft from the Project site, including construction activity with heavy machinery, should be completed outside of the northern spotted owl (NSO) breeding period (February 1- September 1), and within normal operating business hours (8 AM- 5 PM).
- Site activity post-construction should not regularly exceed 50 db 100 ft from the Project area to prevent disturbance to NSO, bats, and other wildlife.
- Special care should be given to activity and disturbance during peak migration periods (Spring and Fall) to reduce disturbance to other migratory bird species utilizing adjacent habitat.
- If shrubs and non-woody riparian vegetation are disturbed, they shall be replaced with similar native species appropriate to the site.
- All vegetation shall be surveyed on foot once a year by staff and new outbreaks of any invasive weeds identified by the California Invasive Plant Council as noxious or invasive to be removed by the owner or qualified landscaping professionals.
- The spread or introduction of exotic plant species shall be avoided to the maximum extent possible by avoiding areas with established native vegetation during cleanup/restoration activities, restoring disturbed areas with appropriate native species, and post-Project monitoring and control of exotic species.
- Removal of invasive exotic species after construction activities is strongly recommended. Mechanical removal (hand tools, weed whacking, hand pulling) of exotics should be done in preparation for establishment of native plantings, if appropriate.

14. **CR-1:** If cultural resources, such as chipped or ground stone, or bone are discovered during ground-disturbance activities, work shall be stopped within 50 feet of the discovery, as required by the California Environmental Quality Act (CEQA; January 1999 Revised Guidelines, Title 14 California Code of Regulations [CCR] 15064.5 (f)). Work near the archaeological finds shall not resume until a professional archaeologist, who meets the Secretary of the Interior's Standards and Guidelines, has evaluated the material and offered recommendations for further action.
15. **CR-2:** If In the event that previously unidentified evidence of human burial or human remains are discovered during project construction, work will stop at the discovery location, within 20 meters (66 feet), and any nearby area reasonably suspected to overlie human remains (Public Resources Code, Section 7050.5), the Trinity County Coroner must be informed and consulted, per State law. If the coroner determines the remains to be Native American, he or she shall contact the

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Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent. The most likely descendent will be given an opportunity to make recommendations for means of treatment of the human remains and any associated grave goods. When the commission is unable to identify a descendant or the descendants identified fail to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance. Work in the area shall not continue until the human remains are dealt with according to the recommendations of the County Coroner, Native American Heritage Commission and/or the most likely descendent have been implemented.

The following conditions of approval include the relevant mitigation measures from the Environmental Impact Report (SCH#: 2018122049) that was prepared for the Amended Cannabis Program Ordinance (No. 315-849) adopted by the County Board of Supervisors on December 28, 2020:

**16. 3.1-1b: Maintain Cultivation Parcel**

License applications for new cultivation sites and requests for license renewal will maintain the parcel clear of trash and debris piles. No trash or debris, including abandoned cars, various woody

materials, plastic tarps, cannabis waste, or household appliances, will be allowed to accumulate on the parcel for a period greater than two weeks for the life of the license. The County will inspect compliance with this measure prior to license renewal.

**17. 3.3-1a: Prohibit Burning Vegetation**

Prohibit the burning of vegetation that has been cleared for cultivation purposes. It should also be noted that CDFA regulations prohibit the burning of cannabis waste under CCR, Title 3, Division 8, Chapter 1, Section 8308.

**18. 3.3-1b: Implement Diesel Engine Exhaust Control Measures and Dust Control**

Exhaust Control Measures: All diesel-powered off-road equipment used in construction shall meet EPA's Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available construction equipment can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors.

Dust Control: Construction activities will implement measures to control dust such as:

- Water all exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) two times per day.
- Cover all haul trucks transporting soil, sand, or other loose material off-site.
- Remove all visible mud or dirt track-out onto adjacent roads.
- Limit all construction vehicle speeds on unpaved roads to 15 miles per hour.

**19. 3.3-1c: Use Alternative Fuels**

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Renewable diesel (RD) fuel shall be used in diesel-powered construction equipment if commercially available in reasonable proximity. RD fuel must meet the following criteria:

- meet California's Low Carbon Fuel Standards and be certified by CARB Executive Officer;
- be hydrogenation-derived (reaction with hydrogen at high temperatures) from 100 percent biomass material (i.e., non-petroleum sources), such as animal fats and vegetables;
- contain no fatty acids or functionalized fatty acid esters; and
- have a chemical structure that is identical to petroleum-based diesel and complies with American Society for Testing and Materials D975 requirements for diesel fuels to ensure compatibility with all existing diesel engines.

The County shall require implementation of this measure of the licensed entities building a new cannabis site.

**20. 3.3-2a: Limit the Use of Fossil Fuel–Powered Outdoor Power Equipment at All Commercial Cannabis Cultivation and Noncultivation Sites**

Limit the use of off-road equipment that is powered by gasoline, diesel, or other fossil fuels where available. This requirement does not apply to generators.

**21. 3.3-2b: Require Use of Low Emission Diesel Back-Up Generators at All Commercial Cannabis Cultivation and Noncultivation Sites**

All generators shall meet EPA's Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available model can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors.

**22. 3.4-1c: Implement Measures to Avoid Introduction or Spread of Invasive Plant Species**

Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ to avoid the introduction or spread of plants classified as invasive plant species by the California Invasive Plant Council:

- The application will include identification of invasive plant species that occur on the site to the extent practicable and where they are located, including noxious weed species prioritized by the Trinity County Weed Management Association. The application will identify specific measures to be employed for the removal invasive species and on-site management practices.
- All invasive plant species shall be removed from the site using measures appropriate to the species to the extent practicable. For example, species that cannot easily reroot, resprout, or disperse seeds may be left on site in a debris pile. Species that resprout readily (e.g., English ivy) or disperse seeds (e.g., Pampas grass) should be hauled off-site and disposed of appropriately at a landfill site.
- Applicants shall monitor annually to ensure successful removal and prevention of new infestations of invasive species.
- Heavy equipment and other machinery shall be inspected for the presence of invasive species before on-site use, and shall be cleaned before entering the site, to reduce the risk of introducing invasive plant species.

- Only weed-free erosion control materials and mulch shall be used on-site.

**23. 3.4-2a: Conduct Preconstruction Surveys for Special-Status Amphibians**

Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of special-status amphibian species from new development related to cannabis activities.

- If special-status amphibians are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as project design modifications, relocation of the site, relocation of individual animals, or installation of exclusionary fencing, will be necessary and appropriate.
- Regardless of detection during the initial biological reconnaissance survey, if suitable habitat for special-status amphibians is present within the proposed development area, a qualified biologist approved by the County and familiar with the life cycle of Cascades frog, foothill yellow-legged frog, Pacific tailed-frog, southern long-toed salamander, and southern torrent salamander shall conduct preconstruction surveys of proposed new development activities 24 hours before new development activities. Preconstruction surveys for special-status amphibians shall follow widely used and accepted standardized protocols that control for habitat type, seasonality, and environmental conditions, including the methods described in Considerations for Conserving Foothill Yellow-Legged Frog (CDFW 2018b), and Visual Encounter Survey Protocol for *Rana Boylii* in Lotic Environments (UC Davis 2017). Preconstruction surveys for special-status amphibian species shall be conducted throughout the proposed construction area and at least a 400-foot buffer around the proposed development area. Surveys shall consist of “visual encounter” as well as “walk and turn” surveys of areas beneath surface objects (e.g., rocks, leaf litter, moss mats, coarse woody debris) for salamanders, and visual searches for frogs. Preconstruction surveys shall be conducted within the appropriate season to maximize potential for observation for each species, and appropriate surveys will be conducted for the applicable life stages (i.e., eggs, larvae, adults).
- If special-status amphibians are not detected during the preconstruction survey, then further mitigation is not required.
- If special-status amphibians are detected during the preconstruction survey, work on the site shall not commence until the applicant has consulted with CDFW as described above. Injury to or mortality of special-status amphibians will be avoided by modifying project design, relocating the cultivation site, or relocating individual animals. If impacts to Cascades frog or foothill yellow-legged frog (both listed under CESA) are unavoidable, then the applicant will submit an incidental take permit (ITP) application to CDFW and receive take authorization before commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual Cascades frogs or foothill yellow-legged frogs, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.

**In their comments on the project, the California Department of Fish and Wildlife (CDFW) has indicated that it is likely that special-status amphibians occur within the riparian habitat adjacent to the site. Therefore, pre-construction surveys will be required for the project consistent with the requirements of Mitigation Measure 3.4-2a.**

**24. 3.4-2b: Conduct Surveys for Western Pond Turtle and Relocate Individuals**

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Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of western pond turtle from new development related to cannabis activities:

- If pond turtles are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a), preconstruction surveys, or are determined to be likely to occur, consultation with CDFW shall be initiated to determine whether additional measures, such as project design modifications, relocation of the site, relocation of individual animals by a qualified biologist with a valid CDFW Scientific Collecting Permit, or installation of exclusionary fencing, will be necessary and appropriate.
- Regardless of detection during the initial biological reconnaissance survey, if suitable aquatic habitat for western pond turtle is present within the proposed development area, a qualified biologist approved by the County and familiar with the life history of western pond turtle shall conduct preconstruction surveys of proposed new development activities within 200 feet of any aquatic habitat 24 hours before such development activities.
- If pond turtles are not detected during the preconstruction survey, then further mitigation is not required.
- If pond turtles are detected during the preconstruction survey, then consultation with CDFW shall be initiated as described above. Injury or mortality of western pond turtle will be avoided through project design modification, cultivation site relocation, or relocation of the turtle by a qualified biologist with a valid CDFW Scientific Collecting Permit. If relocation of western pond turtles is determined to be necessary, turtles shall be relocated to similar nearby habitat free of predators (e.g., racoon, coyote, raptors, bullfrog, nonnative turtles, other western pond turtles) as determined by the qualified biologist. If western pond turtles are relocated, a report shall be submitted electronically to CDFW within 15 days of the relocation. The report shall include the location, date, time, and duration of collection and release; the number of individuals relocated; and identification of the qualified biologist.

**In their comments on the project, the California Department of Fish and Wildlife (CDFW) has indicated that it is likely that pond turtles occur within the riparian habitat adjacent to the site. Therefore, pre-construction surveys will be required for the project consistent with the requirements of Mitigation Measure 3.4-2b.**

**25. 3.4-2c: Conduct Preconstruction Nesting Raptor Surveys and Establish Protective Buffers**

Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of nesting raptors from new development related to cannabis activities:

- To minimize the potential for loss of nesting raptors, tree removal activities shall occur only during the nonbreeding season (September 1–January 31).
- Prior to removal of any trees or ground-disturbing activities between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nesting raptors and shall identify active nests within 500 feet of the proposed development area. The surveys shall be conducted between February 1 and August 31.
- Impacts to nesting raptors, including direct impacts and indirect impacts (e.g., noise, presence of construction crews) shall be avoided by establishing appropriate buffers around active nest sites identified during preconstruction raptor surveys. Factors to be considered for determining buffer size will include the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline levels of noise and human activity. Buffer size if the qualified biologist and the applicant, in consultation with CDFW, determine that such an adjustment would not be likely to adversely affect the nest. The buffer areas shall be protected with construction

fencing, and no activity shall occur within the buffer areas until the qualified biologist has determined, in coordination with CDFW, that the young have fledged, the nest is no longer active, or reducing the buffer would not likely result in nest abandonment. Monitoring of the nest by a qualified biologist approved by the County during and after construction activities (e.g., ground disturbance, vegetation removal, installation cultivation sites) will be required if the activity has potential to adversely affect the nest.

- Removal of bald and golden eagle nests is prohibited regardless of the occupancy status under the federal Bald and Golden Eagle Protection Act. If bald or golden eagle nests are found during preconstruction surveys, then the nest tree shall not be removed.
- Trees shall not be removed during the breeding season for nesting raptors unless a survey by the qualified biologist verifies that there is not an active nest in the tree.

**Due to the presence of suitable habitat for raptors adjacent to the project site, pre-construction nesting bird surveys shall be conducted consistent with the requirements of Mitigation Measure 3.4-2c.**

**26. 3.4-2e: Conduct Preconstruction Special-Status Nesting Bird Surveys and Establish Protective Buffers**

Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests from new development related to cannabis activities:

- To minimize the potential for disturbance to or loss of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests, vegetation removal activities shall occur only during the nonbreeding season (September 1-January 31).
- If little willow flycatcher is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or is determined to be likely to occur based on the presence of suitable habitat, a protocol-level survey shall be conducted by a qualified biologist familiar with the species and the protocol prior to removal of any vegetation or any ground disturbance. The protocol-level survey shall utilize methods outlined in A Willow Flycatcher Survey Protocol for California (Bombay et al. 2003).
- If little willow flycatcher is determined to be present during the protocol-level survey, no development activity shall occur during the breeding season (May 1 through August 31) in and within 300 feet of the little willow flycatcher habitat. Development activities within or adjacent to identified little willow flycatcher habitat shall not damage or destroy willows or other riparian shrubs unless agreed upon through consultation with CDFW.
- If olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat prior to removal of any vegetation or any ground disturbance between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nests on any structure or vegetation planned for removal. The surveys shall be conducted no more than 7 days before construction commences. If no active nests are found during focused surveys, no further action under this measure will be required. If active nests are located during the preconstruction surveys, the biologist shall notify the Planning Director and CDFW. If deemed necessary by the Planning Director in consultation with CDFW, modifications to the project design to avoid removal of occupied habitat while still achieving project objectives may be required. If the County determines in consultation with CDFW that avoidance is not feasible or conflicts with project objectives, construction shall be prohibited within a minimum of 100 feet of the nest to avoid disturbance until the nest is no longer active.

**Due to the presence of suitable habitat for nesting birds adjacent to the project site, pre-construction nesting bird surveys shall be conducted consistent with the requirements of Mitigation Measure 3.4-2e.**

**27. 3.4-2n: Implement Generator Noise Reduction Measures**

The cultivation of cannabis shall not exceed the noise level standards as set forth in the County General Plan: 55 A-weighted decibels (dBA) from 7:00 a.m. to 7:00 p.m. and 50 dBA from 7:00 p.m. to 7:00 a.m. measured at the property line, except that generators associated with a commercial grow are not to be used between 10:00 p.m. and 7:00 a.m. (Section 315-843[6][b]). The following additional noise performance standards shall apply to generator use:

- Project-generated sound must not exceed ambient nesting conditions by 20-25 dBA.
- Project-generated sound, when added to existing ambient conditions, must not exceed 90 dBA.

**28. 3.8-1c: Renewable Electricity Requirements**

All electricity sources used for commercial cannabis cultivation, manufacturing, microbusinesses, non-storefront retail, testing, nurseries, and distribution shall be from renewable sources by conforming to one or more of the following standards:

- Grid-based electricity supplied from 100 percent renewable sources
- On-site power supplied fully by renewable source (e.g., photovoltaic system)
- On-site power supplied by partial or wholly non-renewable source with purchase of carbon offset credits
- Or some combination of the above.

This mitigation measure is consistent with a local action measure recommended in Appendix B, Local Action, of the 2017 Scoping Plan, which reads, “Require on-site renewable energy generation” (CARB 2017:B-8).

**29. 3.10-1a: Demonstrate Compliance with Water Resource Standards**

Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ.

- All cultivation sites (new and licensed renewals) are required to demonstrate compliance with all applicable requirements of SWRCB Order WQ 2019-0001-DWQ or any subsequent water quality standards that apply to all new commercial cannabis cultivation operations and will not be limited by a minimum area of disturbance as part of application review and at annual licensed renewal. This will include documentation, Site Management Plan, and grading details prepared by a qualified professional to help ensure that any grading of the site will be stable and describing how stabilization will be achieved. The documentation will also identify the location of all water quality control features for the site and associated access roads. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with the Road Handbook, per CCR Title 14, Chapter 4. Compliance with water diversion standards and restrictions of SWRCB Order WQ 2019-0001-DWQ will also be provided to the County. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.
- On-site sewage systems shall be designed to accommodate employees and seasonal employees during harvest consistent with the requirements of County Code of Ordinances Section 16.48.122.



- Applications will identify drainage and water quality controls for the site, including roads leading to and from a site, that ensure no sedimentation or other pollutants leave the site as part of project construction and operation. Compliance with this requirement may be combined with the NPDES Construction General Permit compliance measures. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with the Five Counties Salmonid Conservation Roads Maintenance Manual. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.

**30. 3.12-1: Implement Construction Noise Mitigation**

All outdoor construction activity and use of heavy equipment outdoors shall take place between 7:00 a.m. and 7:00 p.m.

**31. 3.14-3: Provide Site Access Free of Hazards Due to Geometric Roadway Design**

Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that roadways providing site access are in compliance with Chapter 12.10: Design Policies of the Trinity County Code of Ordinances. New roadway water quality control and drainage features or new drainage features on existing roadways shall be designed to accommodate peak flow conditions and will be consistent with the Road Handbook, per CCR Title 14, Chapter 4 and SWRCB Order WQ 2019-0001-DWQ.

**32. 3.14-4: Provide Adequate Emergency Access**

Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that site access is in compliance with Chapter 8.30 – Fire Safe Ordinance of the Trinity County Code.

**33. 3.15-3: Implement a Cannabis Waste Composting Management Plan**

Applicants for new commercial cannabis operations and relicensed sites will develop and implement a cannabis waste composting management plan if the operator proposes to dispose of cannabis waste through onsite composting. The plan shall meet all state requirements and the following requirements that will be confirmed by the County during inspections:

- Designation of the composting area on a site plan that is contained within the site boundaries (must be located within the Designated Area for cultivation operations) that is of adequate size to accommodate site cannabis waste needs.
- Identification of water quality control features that ensure no discharge of cannabis waste or other pollutants.
- Details on routine management and equipment used in the composting area that ensures proper composting and control of odors, potential fuel hazards, and pests for the life of the cannabis operation.

**34. 3.16-2b: Implement Fire Prevention Measures for On-Site Construction and Maintenance Activities**

The operation of outdoor motorized equipment on-site for construction and maintenance activities shall be required to be covered under a fire protection plan that includes the following provisions:

- Fire watch personnel responsible for watching for the occurrence of fire during and after equipment use shall be identified.
- Equipment shall be located so that exhausts do not discharge against combustible materials.

Resolution No. 2021-08

June 10, 2021

- Equipment shall not be refueled while in operation and not until after a cooldown period.
- Water and tools dedicated to firefighting shall be on hand in the area of onsite construction and maintenance activities at all times.
- Designated smoking areas with cigarette disposal receptacles that are burn resistant.

**END OF CONDITIONS**

**NOTE:** Approval of this use permit will expire on June 10, 2023. Any request for a time extension and accompanying fees must be received by the Trinity County Planning Department 30 days prior to this expiration date.



**TRINITY COUNTY**  
**COMMUNITY DEVELOPMENT SERVICES**  
BUILDING ♦ PLANNING ♦ ENVIRONMENTAL HEALTH  
P.O. BOX 2819, WEAVERVILLE, CALIFORNIA 96093  
PHONE (530) 623-1351 ♦ FAX (530) 623-1353

**Kim Hunter, Director**

**MEMORANDUM**

DATE: June 10, 2021  
TO: Planning Commissioners and members of the public  
FROM: Kim Hunter, Director of Planning *Kim Hunter*  
SUBJECT: Agenda Item 5 – CUP Trinity Equipment and Manufacturing (P-19-38)

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Staff received the attached letter in opposition to Agenda Item 5.

The Planning Commission originally approved Conditional Use Permit P-17-51, located at 271 Industrial Parkway Weaverville, to facilitate the development and operation of a Commercial Cannabis Nursery on May 24, 2018. The Conditional Use Permit was issued on June 7, 2018 and set to expire on June 7, 2020.

Mr. Kaden Koffler, purchased the property in June of 2019 and on June 5, 2020 County Staff received a letter requesting the extension of time of CUP P-17-51 and the appropriate fees.

Extension of Time (P-20-21) was approved by the Planning Commission on September 10, 2020 and set to expire June 7, 2021. As of today's date, the use approved for the CUP P-17-51 has not been established consistent with Trinity County Zoning Code, Section 17.32.050(C) Conditional Use Permit P-17-51 is expired, Resolution PC-2020-11 is also attached for your review.

## Deborah Rogge

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**From:** [REDACTED]  
**Sent:** Monday, June 7, 2021 6:18 PM  
**To:** Info.Planning  
**Cc:** 'Adam Stringham'  
**Subject:** Comments RE P-19-38

This is Kaden Koffler writing these comments on behalf of Kultured Cannabis, as one of its owners.

These comments are in reference to CUP/TEAM P-19-38 on the agenda for a Public Hearing on June 10.

We own 271 Industrial Park Way, Weaverville CA 96093, the property directly adjacent to 311 Industrial Park Way, which is the property with use permit proposals on the agenda.

Our property has an approved cannabis nursery CUP and will be developed into an operational facility very soon. Additionally, our longer term plans included applying for the additional uses of Type 6/7 manufacturing, distribution, and a testing lab.

We have had several conversations with the applicants of P-19-38 over the last couple of years over the possibility of partnership of some kind on our property, and shared with them our plans for developing the site.

As such, we find it interesting the applicants are attempting to pursue essentially the same project that we have already been developing and shared with them over a number of conversations, on a property next door to ours.

We strongly oppose approval of P-19-38 because we see no reason why there should be two cannabis nurseries, manufacturing, distribution, and testing centers side by side.

Thank you,

Kaden Koffler  
Kultured Cannabis  
[REDACTED]

**RESOLUTION NO. PC-2020-11**

**A RESOLUTION OF THE PLANNING COMMISSION  
OF THE COUNTY OF TRINITY**

**Approving a one-year Extension of Time P-20-21 for Conditional Use Permit P-17-51  
(Koffler)**

**WHEREAS**, the Trinity County Planning Department has considered a request for an extension of time for Conditional Use Permit P-17-51, filed by Kaden Koffler, in accordance with Title 17, Trinity County Zoning Code Section 17.32.050(D); and

**WHEREAS**, approved Conditional Use Permits must be established within two years of issuance; and

**WHEREAS**, the legislative bodies or advisory agency may extend the expiration date of approved Conditional Use Permits in accordance with the local ordinance; and

**WHEREAS**, the Planning Commission held a public hearing and considered this matter at the regular meeting held on September 10, 2020.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the County of Trinity:

1. Finds the requested extension of time to be exempt from the requirements of the California Environmental Quality Act under the General Rule exemption 15061(b)(3) on the basis that there are no substantial changes to the project or to circumstances under which the project is proposed to be undertaken, and no new information has become available or been made known showing unanalyzed environmental effects; and
2. Makes the following map findings:
  - A. That an extension of time to June 7, 2021, may be granted in accordance with the Title 17, Trinity County Zoning Code Section 17.32.050(D)
  - B. That no evidence has been presented which would substantiate denial of the extension of time.
  - C. That the Conditional Use Permit P-17-51 is substantially the same as the original approved project.
3. Approves the one-year extension of time set to expire June 7, 2021, for Conditional Use Permit P-20-21, subject to the conditions of approval adopted on May 24, 2018.



**DULY PASSED AND ADOPTED** this 10<sup>th</sup> day of September, 2020 by the Planning Commission of the County of Trinity by the following vote:

AYES: Commissioners – McIntosh, Stewart, Matthews

NAYS: Commissioners – McHugh

ABSENT: - Commissioner - Frasier

ABSTAIN:

RECUSE:



\_\_\_\_\_  
GRAHAM MATTHEWS, Commissioner  
Planning Commission  
County of Trinity  
State of California

ATTEST:

By:



\_\_\_\_\_  
KIMBERLY HUNTER  
Secretary of the Planning Commission  
County of Trinity, State of California

## Draft/Excerpt Item 5 June 10, 2021 Minutes

**Item 5. CONDITIONAL USE PERMIT/TEAM (P-19-38):** A request for approval of a conditional use permit for commercial cannabis uses including: (1) nursery; (2) processing; (3) distribution; (4) Type 6 (non-volatile) manufacturing; and (5) testing. uses on. The project site a 6.9-acre parcel located at 311 Industrial Park Way, Weaverville, which is situated on the Lower Bench area of the Trinity Alps Business Park. The proposed project would develop the property with facilities and infrastructure to accommodate the proposed uses. The subject property is zoned as Specific Unit Development (SUD), which at this location (Area 1, Trinity Alps Business Park, Lower Level) allows for industrial uses, including Wholesale Sales and Distribution conducted within a building (without the need for securing a Use Permit) and any use with more than 20,000 sq. ft. of floor and/or which “would exceed 60 decibels at the property line of the use” and/or “generates air emissions, ... noise, offensive odors ... which may be detrimental to the public health, safety or welfare” after first securing a use permit. The proposed CEQA determination is a Mitigated Negative Declaration. Applicant: Trinity Equipment & Materials, LLC (T.E.A.M). Authorized Agents: Tom Ballanco and Flowra. Assessor’s Parcel Number: 024-220-56-00. Planner: K. Hunter & SHN

Lisa Lozier reported on the memo of a previously issued use permit to an adjacent parcel, which has expired, and presented a summarized version of the staff report and and issues that were brought to the departments attention.

The public hearing was opened and Tom Ballanco/Appellant spoke to the Commission as did Ana Wright-Agent for the appellant. Comments were received from Jake Grossman of Hayfork, Lisa Wright of Lewiston, and ZOOM participant, Veronica Kelly-Albiez of Douglas City, there being no other speakers the public hearing was closed.

Item 5 was brought back to the Commissioners and project was discussed at length on the Commission’s ability to grant the CUP for P-19-38 on all proposed uses and the location in the Industrial Park.

Garry Rees read into record the revised recommended findings for the project.

By motion made and seconded (Stewart/McIntosh) to adopt the California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration and the Mitigation, Monitoring, and Reporting Program (MMRP); and approve the Conditional Use Permit (P-19-38) for the Nursery, Distribution, and Manufacturing portion based on the recommended findings in Resolution 2021-08 and those read into the record and subject to the conditions of approval set forth in Exhibit A to the Resolution 2021-08 and also including those required conditions as listed in the specific Ordinances associated with Nursery, Distribution and Manufacturing.

There was continued discussion as to whether or not the site was appropriate for this type of project, the need to support the Cannabis Industry in Trinity County, and where other appropriate areas would be if not in the Trinity Alps Business and Industrial Park.

Roll Call vote: Commissioner McIntosh-Aye, Commissioner Stewart-Aye, Commissioner McHugh-No, Commissioner Heaton-Aye, (Commissioner Sharp-Absent) and carried 3-1.

### **Distribution**

#### **17.43B.040 - Required findings.**

A conditional use permit for cannabis distribution shall not be granted by the trinity county planning department unless all of the following findings are made based on substantial evidence:

A. The distribution, as approved and conditioned will not result in significant unavoidable impacts on the environment.

**Finding: The potential for the project to result in significant unavoidable impacts on the environment is addressed in the CEQA Initial Study-Mitigated Negative Declaration that was prepared for this project. The CEQA analysis determined that with the incorporation of mitigation measures and compliance with existing regulatory requirements, the impacts of the proposed project would be less than significant. Therefore, the project would not result in significant unavoidable impacts on the environment.**

B. The distribution includes adequate quality control measures to ensure cannabis distributed at the site meets state standards for a regulatory market.

**Finding: The applicant will be required to demonstrate compliance with state quality control measures enforced by the Bureau of Cannabis Control in order to obtain and maintain their state license for distribution.**

C. The distribution operations plan includes adequate measures that address the federal enforcement priorities for cannabis activities.

**Finding: The state regulations for distribution operations that are enforced by the Bureau of Cannabis Control are designed and intended to ensure consistency with federal enforcement priorities. The applicant will be required to demonstrate compliance with these regulations in order to obtain and maintain their state license for distribution.**

### **Cannabis Manufacturing**

#### **17.43F.050 - Required findings.**

The appropriate use permit for cannabis manufacturing shall not be granted by the appropriate authority unless all of the following findings are made based on substantial evidence:

A. The manufacturing facility will comply with all of the requirements of the state and county for the cannabis manufacturing. This includes, but is not limited to, product safety, THC levels, edible standards, timelines, packaging and labeling requirements.

**Finding: The applicant will be required to demonstrate compliance with state and county regulations enforced by the Manufactured Cannabis Safety Branch and County of Trinity in order to obtain and maintain their state and county licenses for non-volatile manufacturing.**



## Additional Findings Read Into the Record for P-19-38 and P-20-02

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B. The manufacturing, as approved and conditioned will not result in significant unavoidable impacts on the environment.

**Finding:** The potential for the project to result in significant unavoidable impacts on the environment is addressed in the CEQA Initial Study-Mitigated Negative Declaration that was prepared for this project. The CEQA analysis determined that with the incorporation of mitigation measures and compliance with existing regulatory requirements, the impacts of the proposed project would be less than significant. Therefore, the project would not result in significant unavoidable impacts on the environment.

C. The manufacturing includes adequate quality control measures to ensure cannabis manufactured at the site meets industry state standards.

**Finding:** The applicant will be required to demonstrate compliance with state quality control measures enforced by the Manufactured Cannabis Safety Branch in order to obtain and maintain their state license for non-volatile manufacturing.

D. The manufacturing facility does not pose a significant threat to the public or to neighboring uses from explosion or from the release of harmful gases, liquids or substances.

**Finding:** The applicant proposes non-volatile manufacturing activities, which do not have the potential for explosions or the release of harmful gases, liquids, or substances. The non-volatile manufacturing activities would occur within enclosed structures that must be designed in compliance with state regulations to minimize potential impacts. As designed and in compliance with existing regulatory requirements, the proposed non-volatile manufacturing activities do not have the potential to pose a significant threat to the public or neighboring uses.

## Chapter 17.43A - WHOLESALE CANNABIS NURSERIES AND RESALE OF AUXILIARY NURSERY PRODUCTS

Sections:

## 17.43A.010 - Definitions.

"Authorized school bus stop" means any location established by a school district for pick-up and/or delivery of school children.

"Auxiliary nursery sales" means ancillary goods sold within a cannabis nursery that are directly related, supplementary and subordinate to the cannabis products sold within the nursery and that are specifically for planting and promulgation of cannabis.

"Cannabis" and "marijuana" are used interchangeably and mean any plant of the genus cannabis, as defined by Section 11018 of the Health and Safety Code.

"Cannabis nursery" means a wholesale sales facility operated by a licensee that produces only clones, immature plants, seeds and other agricultural products used specifically for planting and promulgation of cannabis and sold only to licensed commercial cannabis cultivation growers. Retail sales are not permitted.

"Church" means a structure or leased portion of a structure, which is used primarily for religious worship and related religious activities.

"Residential treatment facility" means a facility providing for treatment of drug and alcohol dependency.

"School" means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code, or any licensed preschool or child day care facility. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education.

"Youth-oriented facility" means public park, school authorized bus stop and any establishment that advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors.

( Ord. No. 315-826, § 1, 12-4-17; Ord. No. 315-827, § 1, 1-3-18)

## 17.43A.020 - Allowable zoning districts.

All cannabis nursery facilities require a Type 4 state license.

- A. Cannabis nursery facilities may be permitted only in the following zoning districts subject to first securing a planning commission-issued conditional use permit:
1. Agriculture (A).
  2. Heavy commercial (C-3).
  3. Heavy industrial/manufacturing (M-2).
  4. Light industrial/manufacturing (M-1).
  5. Industrial (I).
  6. Specific unit development (SUD), whose guidelines specifically identify parcels for industrial

development.

7. Agricultural preserve ("AP"). Cannabis nursery facilities in AP zones may not have auxiliary nursery sales.

B. Regardless of zoning district, cannabis nurseries shall not be permitted within the following areas:

1. Recreation district #1(RD-1) [this is primarily the area included within the Shasta-Whiskeytown-Trinity National Recreation Area].

2. Ruth Lake Specific Unit Development [this is primarily the area within the Ruth Lake Recreation Area].

( Ord. No. 315-826, § 1, 12-4-17; Ord. No. 315-827, § 1, 1-3-18; Ord. No. 315-833, § 1, 6-19-18)

#### 17.43A.030 - Regulation of nurseries.

A. The following requirements shall apply to all cannabis nurseries:

1. A cannabis nursery shall possess and be in full compliance with a Type 4 state license.
2. Cannabis nurseries shall not be located within one thousand feet of a youth-oriented facility, school, church, or residential treatment facility as defined herein or within five hundred (500) feet of an authorize[d] school bus stop. Variances are allowed upon review of the planning commission.
3. Cannabis nursery operators shall ensure that all clones, immature plants, seeds and other agricultural products are obtained from appropriately licensed cultivation sources and shall implement best practices to ensure that all cannabis products are properly stored, labeled, transported, and inspected prior to distribution to an appropriately licensed individual.
4. Cannabis nurseries shall have security measures, including fencing, sufficient to restrict access and deter trespass and theft of cannabis or cannabis products. Fencing must include a lockable gate that is locked at all times when the property owner and/or employees are not on the premises. Fencing shall not violate any other ordinance, code section or provision of law regarding height and location restrictions and shall not be constructed or covered with plastic or cloth, although shade cloth may be used on the inside of the fence.
5. Cannabis nurseries may grow clones and immature plants indoors, but only when allowed by the required conditional use permit.
6. Cannabis nurseries shall comply with all other provisions of the Trinity County Code and the zoning ordinance.
7. Development Standards. The development standards (such as setbacks, minimum lot coverage, etc.) shall be as shown for the applicable zoning district, provided, however, that the planning commission may establish more restrictive standards on a case-by-case basis during the use permit approval process.
8. Auxiliary nursery sales are permitted within the established nursery facility; however, the location of sales shall not exceed ten percent of the cannabis nursery facility.

( Ord. No. 315-826, § 1, 12-4-17; Ord. No. 315-827, § 1, 1-3-18)

#### 17.43A.035 - Mitigation measures applicable.

The requirements in this chapter are in addition to those requirements stated in Chapter 17.43G of this code.

( Ord. No. 315-849, § 2, 12-28-2020)

## 17.43A.040 - Required conditions of use permit approval.

- A. In addition to any other conditions and mitigation measures required, all of the following conditions shall apply to all cannabis nurseries:
1. All cannabis nursery license holders shall maintain accurate records on sales, including proof that sales occur only to licensed individuals.
  2. Sales shall only be to licensed cannabis cultivators in the State of California.
  3. License holders shall comply with all applicable state and county laws.
  4. The Trinity County Agricultural Commissioner may create standards for plant quality which shall comply with State of California regulations.
  5. All sales locations shall have adequate parking to accommodate customers.
  6. Glare from nursery facilities and resale locations shall not emanate onto neighboring properties. This condition will also be reviewed on a case-by-case basis as part of the use permit process.
  7. Cannabis nurseries shall comply with the cultivation plan required in state Type 4 licenses.
- B. Operators of cannabis nurseries shall allow access to the facility and access to records if requested by the county, its officers, or agents; shall pay for an annual inspection; and shall submit to inspections from the county or its officers to verify compliance with all relevant rules, regulations, and conditions.
- C. The applicant, owner, and operator shall agree to submit to, and pay for, routine and focused inspections of operations and relevant records or documents necessary to determine compliance with this chapter from any enforcement officer of the county or their designee.
- D. Operators of cannabis nurseries and, if different, the property owner(s) shall execute an agreement to defend, indemnify and hold harmless the County of Trinity and its agents, officers, and employees from any claim, action, or proceeding brought against the county, its agencies, board, planning commission or board of supervisors arising from the county's registration of the site. The indemnification shall apply to any damages, cost of suit, attorney fees or other expenses incurred by the county, its agents, officers and employees in connection with such action.
- E. Any person operating a cannabis nursery shall obtain a valid and fully executed commercial cannabis cultivation Type 4 state license prior to commencing operations and must maintain such license in good standing to continue operations.
- F. The property owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with permits and licenses required by Trinity County Code and state law. Failure to take appropriate action to evict or otherwise remove operators who do not maintain permits or licenses in good standing with the county or state shall be grounds for the suspension or revocation of the cannabis nursery license.
- G. Cannabis nurseries and related activities shall be maintained in accordance with operating plans approved by the county.
- H. A license for cannabis nursery cultivation or for the resale of wholesale cannabis products does not guarantee that the applicant will be considered compliant with any future land use ordinance.
- I. Application for cannabis nursery cultivation does not give the applicant any property rights, and it does not guarantee that a cannabis nursery cultivation license will be issued. The application shall not be transferrable.

- J. Cannabis is not recognized under federal law and an application does not grant any right to violate federal law.
- K. When the state begins issuing Type 4 licenses under Medicinal and Adult Use Cannabis Regulations and Safety Act (MAUCRSA), the applicant or license holder shall file a complete application for the appropriate state license with the appropriate state licensing authority within sixty days of obtaining a county license.
- L. The effective date of a county issued entitlement for a cannabis nursery shall not begin until all state and county licensing, permitting and approvals have been obtained.
- M. Notwithstanding any other provision of this ordinance or the Trinity County Code, a person cultivating cannabis for the purposes of nursery sales, or resale of wholesale cannabis nursery products pursuant to this ordinance, but who applies for and is denied a state license, shall immediately cease all cannabis nursery cultivation within the county until he/she successfully obtains the proper state nursery cultivation license(s) under MAUCRSA.

( Ord. No. 315-826, § 1, 12-4-17; Ord. No. 315-827, § 1, 1-3-18)

#### 17.43A.050 - Enforcement.

In addition to enforcement measures in this chapter, violation of this chapter also constitutes a nuisance and is subject to fines and abatement pursuant to Chapters 8.64 and 8.90 of the Trinity County Code.

( Ord. No. 315-826, § 1, 12-4-17; Ord. No. 315-827, § 1, 1-3-18)

#### 17.43A.060 - Fees.

- A. The county shall collect from the applicant a regulatory program fee ("fee") when the application is submitted to the planning department pursuant to this chapter.
- B. Such fee shall fairly and proportionately generate sufficient revenue to cover the costs of administering, implementing, and enforcing this chapter.
- C. The cannabis nursery program fee is set at:
  - 1. Nursery License: Two thousand five hundred dollars, plus one thousand dollars toward general plan update.
  - 2. Inspection Fee: \$200.
- D. Fees shall be paid annually one year from date of issuance.

( Ord. No. 315-826, § 1, 12-4-17; Ord. No. 315-827, § 1, 1-3-18; Ord. No. 315-833, § 1, 6-19-18)

#### 17.43A.070 - Denial/rescission of license.

- A. Applicant's application shall be denied or the issuance of a license rescinded if the county becomes aware that:
  - 1. The applicant has provided materially false documents or testimony.
  - 2. The operation as proposed, if permitted, would not comply with all applicable laws, including, but not limited to, the building, planning, housing, fire, and health codes of the county, including the provisions of the chapter and with all applicable laws, including zoning and county ordinances.
- B. The applicant shall be given a minimum of seven business days to correct any deficiencies prior to the

issuance of a denial or rescission.

- C. The applicant may appeal a denial or revocation as provided in the appeals process of the zoning ordinance, or, if applicable as prescribed in Chapter 8.90.130 of the Trinity County Code.

( Ord. No. 315-826, § 1, 12-4-17; Ord. No. 315-827, § 1, 1-3-18)

#### Chapter 17.43B - DISTRIBUTION REGULATIONS FOR COMMERCIAL CANNABIS

##### Sections:

##### 17.43B.010 - Definitions.

"Cannabis" and "marijuana" are used interchangeably and mean any plant of the genus cannabis, as defined by Section 11018 of the Health and Safety Code.

"Cannabis distribution facility" means a building or premises used exclusively for storage, packaging, labeling, and/or as a transportation terminus for cannabis products between entities that are properly licensed.

"Distribution" means the procurement, sale and transport of cannabis and Cannabis products between entities that are properly licensed.

"School" means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code, or any licensed preschool or child day care facility. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, excluding homeschools.

"Youth-oriented facility" means public park, and any establishment that advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors.

( Ord. No. 315-828, § 2, 1-17-18)

##### 17.43B.020 - Allowable zoning districts.

- A. Cannabis distribution (requiring Type 11 State licenses) may be allowed in the following zoning districts subject to first obtaining a conditional use permit:
1. General commercial ("C2").
  2. Heavy commercial ("C3").
  3. Industrial ("I").
  4. Agricultural ("A").
  5. Specific unit development ("SUD"), whose guidelines specifically identify parcels for industrial development.
  6. Agriculture-forest ("AF")
- B. The restrictions under subsection A do not apply to transportation only licenses.
- C. Type 13 transportation only licenses will be allowed within the Trinity County jurisdiction of the Whiskeytown-Shasta-Trinity National Recreation Area and within the lease lots within the Ruth Lake Community Services

District, although no cannabis distribution facilities will be allowed in these areas.

( Ord. No. 315-828, § 2, 1-17-18; Ord. No. 315-834, § 1, 6-19-18)

#### 17.43B.030 - Regulations.

Cannabis distribution shall comply with all of the following regulations:

- A. Cannabis distribution facilities shall be located only in zoning districts identified in Section 17.43B.020(A) in this chapter as allowable zoning districts for cannabis distribution facilities.
- B. Cannabis distribution facilities shall not be allowed within one thousand feet of a youth-oriented facility, school, church, or residential treatment facility as defined herein or within five hundred feet of an authorized school bus stop, unless a variance is obtained.
- C. All cannabis distributors shall ensure that cannabis is obtained from licensed cultivation sources and shall implement best practices to ensure that all cannabis products are properly stored, labeled, transported and tested prior to distribution at a legally permitted and licensed retail facility.
  1. A transportation only license is also available from Trinity County, which will allow the transportation of cannabis products within the State of California for distribution to licensed distributors and manufacturers.
- D. Security plan shall be developed which is compliant with state requirements and submitted with an application and must be sufficient to restrict access to only those intended and to deter trespass and theft of cannabis or cannabis products shall be provided and maintained. The security plan shall be approved by the board of supervisors, or its designee.
- E. A site operations plan shall be submitted with the application for a conditional use permit.
- F. Any license holder of a distribution license shall not have been convicted of serious felony or Schedule I, II or III felony, excluding a non-serious felony conviction for sale, transportation or cultivation of cannabis except if the conviction is on public lands. Applicants will have to declare this under penalty of perjury on one of the application forms.
- G. Cannabis and cannabis products shall only be transported between licensed commercial operations in good standing with the county and the state.
- H. Distributors shall ensure that appropriate samples of cannabis or cannabis products are tested by a state- and/or county-licensed testing facility prior to distribution.
- I. Prior to distribution to retailers, the distributor shall receive a certificate of analysis stating that test samples meet specifications required by law.
- J. Cannabis and cannabis products shall be packaged and labeled in accordance with the requirements of state law.
- K. Overnight storage of cannabis and cannabis product is not allowed in any vehicles within the county unless secured in a licensed distribution facility.

( Ord. No. 315-828, § 2, 1-17-18)

#### 17.43B.035 - Mitigation measures applicable.

The requirements in this chapter are in addition to those requirements stated in Chapter 17.43G of this code.

( Ord. No. 315-849, § 3, 12-28-2020)

17.43B.040 - Required findings.

A conditional use permit for cannabis distribution shall not be granted by the trinity county planning department unless all of the following findings are made based on substantial evidence:

- A. The distribution, as approved and conditioned will not result in significant unavoidable impacts on the environment.
- B. The distribution includes adequate quality control measures to ensure cannabis distributed at the site meets state standards for a regulatory market.
- C. The distribution operations plan includes adequate measures that address the federal enforcement priorities for cannabis activities.

( Ord. No. 315-828, § 2, 1-17-18)

17.43B.050 - Required conditions.

In addition to conditions and mitigation measures that may be included in the conditional use permit for a distribution facility, the following conditions shall be met:

- A. The distributor shall allow access to the facility and any vehicles utilized in transportation, and access to records if requested by the county, its officers, or agents, and shall allow inspections from the county or its officers to verify compliance with all relevant rules, regulations and conditions.
- B. The applicant for the distribution facility and the property owner shall indemnify, defend, and hold the county harmless from any and all claims and proceedings relating to the approval of the license or relating to any damage to property or persons stemming from the commercial cannabis activity.
- C. Any person operating a cannabis distribution facility shall obtain a valid and fully executed commercial cannabis distribution license or provisional license from the state prior to commencing operations, and must maintain such license in good standing in order to continue operations.
- D. The property owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with permits and licenses required by Trinity County Code and state law. Failure to take appropriate action to evict or otherwise remove licensees who do not maintain permits or licenses in good standing with the county or state shall be grounds for the suspension or revocation of a conditional use permit pursuant to this chapter.
- E. The distribution facility and activities shall be maintained in accordance with the operating plan associated with the conditional use permit and approved by the county.
- F. Any person who is not the legal owner of a parcel for which they are obtaining a conditional use permit to operate a cannabis distribution facility shall provide written and notarized authorization from the legal owner of the parcel prior to commencing activities included in the conditional use permit on such parcel.
- G. The cannabis distribution program fee is due annually on March 1st and is set at:
  - 1. Type 11: Six thousand dollars plus one thousand dollars towards the general plan update.
  - 2. Type 13 (transportation only): Two thousand dollars.
  - 3. Fees shall be paid thereafter annually prior to March 1st of each year.



- H. The above fee amounts are not anticipated to fully cover the cost of administering this chapter; however, within months of this chapter, the County may conduct a fee study to determine the total cost of administering this chapter.
- I. If, based on the results of the fee study, the fee needs to be increased, the county may increase the fee by way of resolution for any new or renewal registrations.
- J. If, based on the results of the fee study, the fee exceeds the cost of administering this chapter the county shall decrease the fee by way of resolution and shall also reimburse applicants their proportional share of any overpayment.

( Ord. No. 315-828, § 2, 1-17-18; Ord. No. 315-834, § 1, 6-19-18)

#### 17.43B.060 - Denial/rescission of license.

- A. Applicant's application shall be denied or the issuance of a license rescinded if Trinity County becomes aware that:
  - 1. The applicant has provided materially false documents or testimony; or
  - 2. The operation as proposed if allowed, would not comply with all applicable laws including but not limited to the building, planning, housing, fire and health and safety codes of the county including the provisions of this chapter and with all applicable laws including zoning and Trinity County ordinances.
  - 3. Applicant shall be given up to seven business days to correct any deficiencies prior to the issuance of a denial or rescission unless there is an immediate threat to public health or safety that requires an immediate correction of the deficiency.
  - 4. Applicant or licensee shall have the right to appeal any denials or rescissions as prescribed in Chapter 8.90.130 of the Trinity County Code.

( Ord. No. 315-828, § 2, 1-17-18)

#### Chapter 17.43C - CANNABIS TESTING FACILITIES REGULATIONS

##### Sections:

#### 17.43C.010 - Definitions.

"Cannabis" and "marijuana" are used interchangeably and mean any plant of the genus cannabis, as defined by Section 11018 of the Health and Safety Code.

"School" means an institution of learning, whether public or private, offering a regular course of instruction required by the California Education Code, or any licensed preschool or child day care facility. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education.

"Youth-oriented facility" means public park, school authorized bus stop and any establishment that advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors.

( Ord. No. 315-824, § 1, 10-17-17)

## 17.43C.020 - Applicability.

Cannabis testing facilities (requiring a Type 8 state license) may be allowed with a use permit in the following zoning districts;

- A. C2 (general commercial).
- B. C3 (heavy Commercial).
- C. I (industrial).
- D. All other zones are ineligible.

Testing facilities shall be subject to the requirements of this chapter. A use permit and/or license applications are independent and separate actions. Approval of one does not guarantee approval of the other.

( Ord. No. 315-824, § 1, 10-17-17)

## 17.43C.030 - Regulations.

- A. Within sixty days of adoption of the ordinance codified in this chapter any person or entity desiring a cannabis testing facilities license within Trinity County may apply with the Trinity County Planning Department. An application shall be on a form provided by the Trinity County Planning Department and will require, at minimum, confirmation that the applicant meets the requirements of this chapter. Application shall include a plan of operation pursuant to Section 17.43C.040(F) and 17.43C.040(G).
- B. Cannabis testing facilities shall comply with all of the following regulations:
  - 1. Shall not be within one thousand feet of a youth-oriented facility, a school, any church, or residential treatment facility as defined herein or within five hundred feet of an authorized school bus stop and will be measured from footprint of building to edge of parcel boundary if sensitive receptors are present.
  - 2. The owners, operators, and employees of the cannabis testing facilities shall be independent from all other persons, associations and/or entities involved in the cannabis industry, and shall not hold any other state or county license related to cannabis.
  - 3. Cannabis testing facilities shall apply for appropriate licensing and/or register with any state agencies upon establishment of a state regulatory framework as required by the state and provide copies of the license application and the issued license to the county.
  - 4. Cannabis testing facilities shall show proof of ISO 17025 accreditation, or proof that the applicant is in the process of applying for or is preparing to apply for ISO 17025 accreditation as required by the state.
  - 5. Cannabis testing facilities shall adopt written standard operating procedures for laboratory processes, and analytical methods as required by state regulations.
  - 6. Cannabis testing facilities shall adopt a written standard operating procedure to obtain samples for testing according to state regulations.
  - 7. Cannabis testing facilities shall develop and implement scientifically valid testing methodologies for the chemical, physical and microbial analysis of cannabis products according to state regulations.
  - 8. Cannabis testing facilities shall develop and implement test methods and corresponding standard operating procedures for the analyses of organic and inorganic materials identified by the state. Additional analyses may be conducted as requested by the cultivator of the sample(s) to be tested.
  - 9. Cannabis testing facilities shall dispose of test samples according to state regulations and document

waste disposal procedures followed for each sample.

10. Cannabis testing facilities shall comply with all safety standards and requirements for cannabis testing facilities identified by the state, and shall ensure the safety of its employees and the proper disposal of all chemicals and byproducts pursuant to California Department of Public Health guidelines, California Division of Occupational Safety and Health requirements, California Department of Transportation, California Department of Toxic Substances Control (Trinity County CUPA), and Trinity County Department of Environmental Health.
11. Cannabis testing facilities shall develop and implement standard operating procedures or programs required by the state including quality assurance and quality control.
12. Cannabis testing facilities shall employ personnel who meet the experience and education requirements specified by the state and shall train qualified personnel as required by the state.
13. Cannabis testing facilities shall adopt a written security protocol and implement the protocol to prevent diversion, theft and loss of cannabis samples.
14. Cannabis shall not be sold or consumed on or within the premises on which this license is issued.

( Ord. No. 315-824, § 1, 10-17-17)

#### 17.43C.035 - Mitigation measures applicable.

The requirements in this chapter are in addition to those requirements stated in Chapter 17.43G of this code.

( Ord. No. 315-849, § 4, 12-28-2020)

#### 17.43C.040 - Required findings.

A license for a cannabis testing facility shall not be granted by the county unless all of the following findings are made based on substantial evidence:

- A. The testing facility, as proposed, will comply with all of the requirements of the State of California Bureau of Medical Cannabis Regulation and Trinity County Code for Cannabis testing facilities.
- B. The cannabis testing, as approved and conditioned, will not result in significant adverse impacts on the environment.
- C. The testing facility is accredited by an approved accrediting agency recognized by the state and the County of Trinity.
- D. Plans for the testing facility demonstrate proper protocols and procedures for statistically valid sampling methods and accurate certification of cannabis and cannabis products for potency, purity, pesticide residual levels, mold, and other contaminants according to adopted industry standards.
- E. The testing facility shall agree to provide as requested and/or required to state and county agencies procedures, processes and/or data collected resulting from testing performed.
- F. Plans for the testing facility demonstrate proper protocols and procedures for transport, handling, and disposal of all chemicals used in the testing process.
- G. The testing facility is located in a building permitted by the Trinity County Building Department and meets Trinity County Code.

( Ord. No. 315-824, § 1, 10-17-17)

## 17.43C.050 - Required conditions.

In addition to any other conditions and mitigation measures required, all of the following conditions shall apply to all licenses for a cannabis testing facility:

- A. Operators of the testing facility shall allow access to the facility and access to records if requested by the county or state, its officers, or agents, and shall pay for routine and focused inspections and submit to inspections from the county or its officers to verify compliance with all relevant rules, regulations, and conditions.
- B. The applicant, owner, and operator shall agree to submit to, allow access for, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this chapter from any enforcement officer of the county or their designee.
- C. Operators of the testing facility and, if different, the property owner shall execute an agreement to defend, indemnify and hold harmless the County of Trinity and its agents, officers, and employees from any claim, action, or proceeding brought against the county, its agents, boards, planning commission or board of supervisors arising from the county's registration of the site. The indemnification shall apply to any damages, costs of suit, attorney fees or other expenses incurred by the county, its agents, officers and employees in connection with such action.
- D. The facility operator shall be responsible for ensuring that all cannabis testing activities at the site operate in good standing with licenses required by Trinity County Code and state law. Failure to take appropriate action to evict or otherwise remove operators who do not maintain licenses or licenses in good standing with the county or state shall be grounds for the suspension or revocation of the license.
- E. The testing facility and related activities shall be maintained in accordance with the operating plans accepted by the county.
- F. A safety and security plan shall be submitted and accepted by the county. This plan shall be updated annually. All security protocols shall be implemented prior to commencing operations.
- G. Hours of operation shall be determined on a site-specific basis established in the use permit associated with the testing facility.
- H. This license does not guarantee that the applicant will be considered compliant with any future land use ordinance.
  - I. Licenses are transferrable with payment of fees and review of an updated application including information regarding new ownership.
- J. Cannabis is not recognized under federal law and applicant does not grant any right to violate federal law.
- K. When the State Bureau of Medical Cannabis Regulation (BMCR) begins issuing Type 8 licenses under MCRSA, the applicant or license holder shall file a complete application with the BMCR within sixty days.
- L. Notwithstanding any other provision of this chapter, a person participating in the testing of cannabis who is registered pursuant to this chapter, but who applies for and is denied a state license shall immediately cease all cannabis testing within the county until he/she successfully obtains the proper state testing license(s) by BMCR.

( Ord. No. 315-824, § 1, 10-17-17)

## 17.43C.060 - Fees.

- A. The county shall collect from the applicant a regulatory program fee (hereinafter referred to as fee) when an applicant submits an application to establish a cannabis testing facility with the planning department pursuant to this chapter.
- B. Such fee shall fairly and proportionately generate sufficient revenue to cover the costs of administering, implementing, and enforcing this chapter.
- C. A use permit required by this license is an independent action that shall require a use permit fee.
- D. The cannabis testing facilities program fee is shall be:
  - 1. Type 8 License: Year one—Two dollars per square foot plus one thousand dollars general plan update. Successive years—One thousand dollars general plan fee, plus one thousand dollars processing fee.
  - 2. Inspection/Reinspection Fee: Two hundred dollars.
  - 3. Transfer Fee: Three thousand dollars.
- E. Fees shall be paid thereafter annually prior to March 1 of each year.

( Ord. No. 315-824, § 1, 10-17-17)

## 17.43C.070 - Denial/revocation of license.

- A. Applicant's application shall be denied or the issuance of a license rescinded if Trinity County becomes aware that:
  - 1. The applicant has provided materially false documents or testimony; or
  - 2. The operation as proposed, if licensed, would not comply with all applicable laws, including, but not limited to, the building, planning, housing, fire, and health codes of the county, including the provisions of this chapter and with all applicable laws including zoning and county ordinances.
- B. Applicant shall be given a minimum of seven business days to correct any deficiencies prior to the issuance of a denial or rescission.
- C. Applicants shall have the right to appeal any denials to the planning director. Any person dissatisfied with the decisions of the planning director may appeal therefrom to the planning commission at any time within ten working days after notice of the decision is given. Such appeal is taken by filing a notice of appeal with the planning director and paying the required appeal fee. Upon filing of a notice of appeal, the planning director shall within ten days to transmit to the secretary of the planning commission all papers and documents on file with the planning director relating to the appeal and schedule the appeal for the commission hearing.
- D. Applicant shall have the right to appeal any denials or rescissions as prescribed in Chapter 8.90.130 of the Trinity County Code.

( Ord. No. 315-824, § 1, 10-17-17)

## 17.43C.080 - Enforcement.

- A. Violation of this chapter constitutes a nuisance and is subject to fines and abatement pursuant to Chapters 8.64 and 8.90 of the Trinity County Code.
- B. The code enforcement officer shall make reasonable efforts to notify the owner and/or violator.
- C. Additional fees may be required for code enforcement reinspection.

( Ord. No. 315-824, § 1, 10-17-17)

## Chapter 17.43F - CANNABIS MANUFACTURING

### Sections:

#### 17.43F.010 - Definitions.

"Cannabis" and "marijuana" are used interchangeably and mean any plant of the genus cannabis, as defined by Section 11018 of the Health and Safety Code.

"Manufacture" means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product. In addition, "manufacturer" means a licensee that conducts the production, preparation or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination or extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

"Nonvolatile solvent" means any solvent used in the extraction process that is not a volatile solvent, including carbon dioxide and ethanol. This requires a Type 6 license which allows for extraction using mechanical methods or nonvolatile solvents.

"School" means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code, or any licensed preschool or child day care facility. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, excluding homeschools.

"Shared-use facility" means a manufacturing premises operated by a Type 6, Type N, or Type 7 licensee in which Type S licensees are authorized to conduct manufacturing operations. Shared use facilities shall be operated in accordance with California Code of Regulations, Title 17 Division 1 Chapter 13, Manufactured Cannabis Safety Subchapter 1, General Provisions and Definitions, Article 6, Shared-Use Facilities, or as those provisions are amended.

"Volatile solvent" means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. The state's examples of volatile solvents include, butane, hexane, and propane. Type 7 licensee can use both nonvolatile and volatile solvents in its extractions, infusions or mechanical methods.

"Youth-oriented facility" means public park, and any establishment that advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors.

( Ord. No. 315-838, § 2, 8-7-18; Ord. No. 315-842, § 2, 12-4-18)

#### 17.43F.020 - Allowable zoning districts.

- A. Nonvolatile or mechanical methods cannabis manufacturing facilities (requiring a Type 6, Type N and Type P State License) may be permitted in the following zoning districts subject to first obtaining the appropriate Use permit, see section 17.43F.040(J)—(M):

1. General commercial ("C2").
  2. Heavy commercial ("C3").
  3. Industrial ("I").
  4. Agricultural ("A").
  5. Specific unit development ("SUD"), whose guidelines specifically identify parcels for industrial development.
  6. Agricultural preserve ("AP").
  7. Agricultural forest ("AF").
- B. Cannabis manufacturing facilities licensed as microbusinesses and involving Type 6 mechanical or low-impact extraction, such as rosin pressing, bubble/water hash or kief/dry sifting, may be permitted in the following zoning districts, subject to first obtaining the appropriate use permit:
- Rural residential.
- Unclassified.
- C. Cannabis manufacturing facilities involving volatile, nonvolatile, or mechanical methods, processes or substances (requiring a Type 7 State license) may be permitted in the following zoning districts subject to first obtaining a conditional use permit:
1. Heavy commercial ("C3").
  2. Industrial ("I").
  3. Specific unit development ("SUD"), whose guidelines specifically identify parcels for industrial development.
- D. Shared use facilities must be licensed with Trinity County and may be permitted in the zoning districts allowed by the license type subject to first obtaining a conditional use permit pursuant to Section 17.43F.040(K):
- E. Cannabis manufacturing facilities shall not be allowed within the following areas:
1. Trinity County jurisdiction of the Whiskeytown-Shasta-Trinity National Recreation Area and within the lease lots within the Ruth Lake Community Services District.
  2. Within the legal boundaries of the following areas which are in proximity to higher density populations, and therefore, create a substantial risk of a public nuisance:
    - a. Historic District of Weaverville;
    - b. Coffee Creek Volunteer Fire District;
    - c. Trinity Center Community Services District;
    - d. Within the following area of the Lewiston Community Services District: Mt. Diablo Meridian, Township 33N, Range 8W, Sections 17, 18, 19, 20, and Mt. Diablo Meridian, Township 33N, Range 9W, Section 24
    - e. Bucktail Subdivision: Unit 1, 2 and 3 as found in Trinity County Book of Maps 3, Page 273, Book of Maps 4, Page 53, and Book of Maps 4, Page 150 accordingly on record with the Trinity County Recorder.

( Ord. No. 315-838, § 2, 8-7-18; Ord. No. 315-842, § 2, 12-4-18)

- A. State Type 6 non-volatile licenses, defined per 17 CA CCR § 40118, are available for extractions using nonvolatile solvents or mechanical methods.
- B. State Type 7 volatile licenses are available for extractions using volatile substances.
- C. State Type N licenses are available for infusions, including using pre-extracted oils to create edibles, beverages, capsules, water cartridges, tinctures or topical.
- D. State Type P licenses are available for packaging and labeling only.
- E. State Type S licensees are eligible to conduct manufacturing operations at a registered "shared-use facility."
- F. Shared use facility licenses are available for operating a shared use facility.

( Ord. No. 315-838, § 2, 8-7-18; Ord. No. 315-842, § 2, 12-4-18)

#### 17.43F.040 - Regulations.

Cannabis manufacturing shall comply with all of the following regulations:

- A. Cannabis manufacturing facilities shall be located only in zones that specifically provide for this use. The facility shall not be on prime agricultural soil, as determined by the planning director or his/her designee.
- B. Cannabis manufacturing facilities shall not be allowed within one thousand feet of a youth-oriented facility, school, church, or residential treatment facility as defined herein. Cannabis manufacturing facilities shall not be within five hundred feet from an authorized school bus stop, unless a variance is obtained.
- C. All cannabis manufacturing operations shall ensure that cannabis is obtained from licensed cultivation sources and shall implement best practices and comply with state law to ensure that all manufactured cannabis products are properly stored, labeled, transported and inspected prior to distribution at a legally permitted and licensed retail outlet. Cannabis manufacturing operations shall purchase at least seventy-five percent of its cannabis from Trinity County sources.
- D. Security plan shall be developed which is compliant with state requirements and must be sufficient to restrict access to only those intended and to deter trespass and theft of cannabis or cannabis products. A copy of the security plan submitted to the state shall be provided to the Trinity County Planning Department within thirty days of submission to the state.
- E. A detailed operating site plan must be submitted with an application for the appropriate use permit, see subsections J—M.
- F. Fire plans must be prepared by the applicant and approved by the Weaverville Fire District Chief or a designee of the Trinity County Board of Supervisors. An approved fire plan must be submitted with an application for the appropriate use permit, see subsections J—M.
- G. Applicants must apply for certified unified program agencies ("CUPA") which, for Trinity County, is administered through the department of toxic substances control.
- H. Any employees of a cannabis manufacturing facility operating potentially hazardous equipment shall be trained on the proper use of equipment and on the proper hazard response protocols in the event of equipment failure. In addition, employees handling edible cannabis products or ingredients shall be trained on proper food safety practices.
- I. Any license holder of a manufacturing license shall not have been convicted of serious felony or Schedule I, II or III Felony, excluding a non-serious felony conviction for sale, transportation or cultivation of



cannabis except if the conviction is on public lands. Applicants will have to declare this under penalty of perjury on one of the application forms.

- J. Type 7 applicants are required to obtain a conditional use permit before starting operations, including infrastructure and building improvements specific to the use, and the following additional requirements must be met:
  - 1. Extractions must be in closed loop system as defined and prescribed by State of California.
  - 2. Wastewater shall be disposed of in to an adequate sewage system, as prescribed by Trinity County Environmental Health Division and pursuant to California State regulations.
  - 3. The facility must be setback a minimum of one hundred feet from all adjacent property lines. Application for a variance from this provision will be considered concurrently with application for a conditional use permit from the Trinity County Planning Commission.
  - 4. All building structures must have operational automatic fire sprinklers.
- K. Type 6, Type 7 or Type N licensees who wish to register as a shared use facility shall obtain a conditional use permit before starting operations, including infrastructure and building improvements.
- L. For Type 6 licenses the following requirements must be met to qualify for a director's use permit. Applicants who meet these requirements must obtain an approved director's use permit before starting operations, including infrastructure and building improvements specific to the use.
  - 1. The manufacturing business:
    - a. Operates under a Type N or Type P license.
    - b. Utilizes extractions with butter or food-grade oils, provided that the resulting extract or concentrate shall be used solely in the manufacture of the licensee's infused product, and shall not be sold to any other licensee.
    - c. Utilizes extractions methods such as rosin pressing, bubble/water hash or kief/dry sifting.
    - d. Any post-extraction methods that involve substances included in Title 8. Industrial Relations Division 1. Department of Industrial Relations Chapter 3.2. California Occupational Safety and Health Regulations (Cal/OSHA) Subchapter 1. Regulations of the Director of Industrial Relations Article 5. Hazardous Substances Information and Training (Refs and Annos) CCR § 339 The hazardous substances list may require a conditional use permit, as determined by the director.
  - 2. The manufacturing business does not employ more than three permanent, full-time employees, and/or does not compensate more than six thousand two hundred forty employee work hours per year.
  - 3. The manufacturing business does not generate more than two non-employee vehicles per week.
  - 4. The manufacturing facilities are operated within the footprint of an existing building.
  - 5. Vehicle access to the manufacturing premises utilizing a shared and privately owned or maintained road or driveway shall prompt the Trinity County Planning Department to notify adjacent impacted property owners. Objections from adjacent impacted property owners may require mitigation measures or require a conditional use permit, as determined by the director.
- M. All Type 6, Type P or Type N applicants that do not meet the requirements outlined in subsection L shall obtain a conditional use permit before starting operations, including infrastructure or building improvements specific to the use.

( Ord. No. 315-838, § 2, 8-7-18; Ord. No. 315-842, § 2, 12-4-18)

17.43F.045 - Mitigation measures applicable.

The requirements in this chapter are in addition to those requirements stated in Chapter 17.43G of this code.

( Ord. No. 315-849, § 7, 12-28-2020)

17.43F.050 - Required findings.

The appropriate use permit for cannabis manufacturing shall not be granted by the appropriate authority unless all of the following findings are made based on substantial evidence:

- A. The manufacturing facility will comply with all of the requirements of the state and county for the cannabis manufacturing. This includes, but is not limited to, product safety, THC levels, edible standards, timelines, packaging and labeling requirements.
- B. The manufacturing, as approved and conditioned will not result in significant unavoidable impacts on the environment.
- C. The manufacturing includes adequate quality control measures to ensure cannabis manufactured at the site meets industry state standards.
- D. The manufacturing facility does not pose a significant threat to the public or to neighboring uses from explosion or from the release of harmful gases, liquids or substances.

( Ord. No. 315-838, § 2, 8-7-18; Ord. No. 315-842, § 2, 12-4-18)

17.43F.060 - Required conditions.

In addition to any other conditions and mitigation that apply to all permits for cannabis manufacturing:

- A. The manufacturer shall allow access to the facility and access to records if requested by the county, its officers, or agents, for an annual inspection and submit to inspections from the county or its officers to verify compliance with all relevant rules, regulations and conditions.
- B. The applicant for the manufacturing facility and the property owner shall indemnify, defend, and hold the county harmless from any and all claims and proceedings relating to the approval of the permit or relating to any damage to property or persons stemming from the commercial cannabis activity.
- C. Any person operating a cannabis manufacturing facility shall obtain a valid and fully executed commercial cannabis manufacturing license from the state prior to commencing operations, and must maintain such license in good standing in order to continue operations.
- D. The property owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with permits and licenses required by the Trinity County Code and California State law. Failure to take appropriate action to evict or otherwise remove operators who do not maintain permits or licenses in good standing with the county or state shall be grounds for the suspension or revocation of a use permit pursuant to this chapter.
- E. The manufacturing facilities and activities shall be maintained in accordance with the operating plans approved by the county.

1. At any time during the license period, a licensee may request to change the manufacturing activities

conducted at the licensed premises. All proposed changes require pre-approval, including infrastructure or building improvements specific to the new use. To request approval for proposed changes, the licensee shall submit a revised operating plan and drawings per Trinity County's application process.

2. Any change requests shall be evaluated on a case-by-case basis by Trinity County Planning Department, and upon approval, the licensee may begin conducting the additional manufacturing operation or make the requested change to the premises. The existing license shall be amended to reflect the change in operations, if applicable, but the date of expiration shall not change.
- F. The cannabis manufacturing program fee is due annually from date of issuance and is set at:
1. Type 6: Five thousand dollars plus one thousand dollars towards the general plan update.
  2. Type 7: Six thousand dollars plus one thousand dollars towards the general plan update.
  3. Type N: Two thousand dollars plus five hundred dollars towards the General Plan update.
  4. Type P: Two thousand dollars plus five hundred dollars towards the general plan update.
  5. Type S: No fee for Trinity County Commercial Cannabis licensees; two thousand dollars for all other users.
  6. Shared Use Facility: One thousand five hundred dollars.
  7. Transfer fee to New Applicant: One thousand dollars.
  8. Transfer fee to New Site: Sixty percent of original license fee, prorated monthly.
  9. Renewal fee: Sixty percent of original license fee.
- G. The above fee amounts are not anticipated to fully cover the cost of administering this chapter; however, within twelve months of this chapter, the county shall conduct a fee study to determine the total cost of administering this chapter.
1. If, based on the results of the fee study, the fee needs to be increased; the county may increase the fee by way of resolution for any new or renewal registrations.
  2. If, based on the results of the fee study, the fee exceeds the cost of administering this chapter the county shall decrease the fee by way of resolution and shall also reimburse applicants their proportional share of any overpayment.

( Ord. No. 315-838, § 2, 8-7-18; Ord. No. 315-842, § 2, 12-4-18)

#### 17.43F.070 - Denial/rescission of license.

- A. Applicant's application shall be denied or the issuance of a license rescinded if the Trinity County becomes aware of any of the following:
  1. The applicant has provided materially false documents or testimony;
  2. The operation as proposed if permitted, would not comply with all applicable state and local laws, including, but not limited to the building, planning, housing, fire and health codes of the county including the provisions of this Chapter and with all applicable laws including zoning and county ordinances;
  3. The applicant engages in site or building improvements specific to the use before the appropriate use permit has been issued or before the licensee's requested changes have been approved.
- B. Applicant shall be given a minimum of seven business days to correct any deficiencies prior to the

issuance of a denial or rescission.

- C. Applicant or licensee shall have the right to appeal any denials or rescissions as prescribed in Section 8.90.130 of the Trinity County Code.

( Ord. No. 315-838, § 2, 8-7-18; Ord. No. 315-842, § 2, 12-4-18)



## TRINITY ALPS BUSINESS PARK DEVELOPMENT STANDARDS

### A. GENERAL DESCRIPTION:

The purpose of these development standards is to create a setting conducive to the development of general commercial and industrial uses which encourage industrial diversification of the local economy and enhance employment opportunities in the area.

All projects will be reviewed by the Director of Planning (303 Trinity Lakes Blvd., Weaverville, (916) 623-1351) or his designee prior to issuance of a building permit or as stipulated in the use permit. If neither a building permit nor a Commission issued use permit are required for a project, then a Planning Director's use permit shall be obtained prior to site disturbance.

These development guidelines supplement the Trinity County Zoning Ordinance. Where conflict may arise, they supersede the provisions of the Zoning Ordinance. Where these guidelines are silent, the Zoning Ordinance and/or Sign Ordinance will apply.

### B. USES PERMITTED WITHOUT A USE PERMIT (UPPER LEVEL)

(Note: Any use with more than 20,000 sq. ft. of floor area requires a use permit.)

#### UPPER LEVEL

Auto Service Station

Building Materials Supply, conducted within a building

Cabinet Manufacturing, conducted within a building

Catalog Sales, Billing, or Distribution Center

Financial Institution, with/without drive-thru service

Hotel/Motel (40 units or less)

Low Intensity Manufacturing, conducted within a building

Office(s)

Office Equipment Service or Distribution Center

Plumbing Supply, conducted within a building

Printing Shop

Restaurant, with/without drive-thru service

Retail Sales and Services, conducted within a building

Telecommunication Services

Welding/Machine Shop/Metal Fabrication, conducted within a building

Wholesale Sales and Distribution, conducted within a building

Wood Products Manufacturing, conducted within a building

Other uses found to be similar in nature by the Planning Commission

LOWER LEVEL

Auto Repair  
Cabinet Shop  
Fire House  
Lumber Yard/Building Materials Supply  
Plumbing Supply  
Truck/Heavy Equipment Repair  
Welding/Machine Shop/Metal Fabrication  
Wholesale Sales and Distribution  
Wood Products Manufacturing  
Other uses found to be similar in nature by the Planning  
Commission

C. USES PERMITTED SUBJECT TO FIRST SECURING A USE PERMIT:

UPPER LEVEL

Any use listed in Subsection B (Upper Level) with more than  
20,000 sq. ft. of floor area  
Building Materials Supply, indoor/outdoor  
Cabinet Manufacturing, indoor/outdoor  
Hotel/Motel (41 units or more)  
Low Intensity Manufacturing, indoor/outdoor  
Plumbing Supply, indoor/outdoor  
Welding Sales and Distribution, indoor/outdoor  
Wood Products Manufacturing, indoor/outdoor  
Other uses found to be similar in nature by the Planning  
Commission

LOWER LEVEL

Any use with more than 20,000 sq. ft. of floor area  
Any use requiring an "Authority to Construct Permit" from the  
North Coast Unified Air Quality Control Board  
Any use requiring a "Discharge Permit" from the Regional Water  
Quality Control Board  
Any use which would exceed 60 decibels at the property line of  
the use  
Any use which generates air emissions, liquid, solid or hazardous  
wastes, noise, offensive odors, smoke, dust or glare in a  
manner which may be detrimental to the public health, safety  
or welfare.  
Batch Plant  
Rock Crushing

D. ACCESSORY BUILDINGS AND USES:

Accessory buildings and uses are permitted which are normally  
incidental to the uses permitted, including watchman's quarters.  
(Accessory uses may not be established prior to the main use.)

- E. MINIMUM LOT SIZE: 1/2 acre
- F. MINIMUM LOT WIDTH: 100 feet
- G. MAXIMUM ALLOWABLE LOT COVERAGE BY ALL STRUCTURES: 60 percent
- H. MAXIMUM ALLOWABLE HEIGHT: Upper level: 25 feet, not to exceed two stories  
Lower level: 45 feet
- I. MINIMUM FRONT YARD REQUIRED: 20 feet
- J. EXTERIOR SIDE YARD SETBACK: 20 feet
- K. MINIMUM REAR YARD REQUIRED: Upper level: 20 feet  
Lower level: 10 feet
- L. GRADING/DRAINAGE:

An engineered grading and drainage plan (including erosion control measures where necessary) shall be submitted to and approved by the Department of Transportation and Planning prior to issuance of building or use permit(s). The plan shall not only address on-site improvements, but also the impacts of additional drainage waters and grading on neighboring parcels, streams, waterways, and wetland areas. The property owner(s) is responsible for maintaining drainage ways carrying drainage through and from his development.

- M. ENCROACHMENT PERMIT/CIRCULATION PLAN:

An encroachment permit shall be obtained and a circulation plan (including sidewalk improvements on the Upper Level) shall be submitted and approved by the Department of Transportation and Planning prior to issuance of building or use permit(s). All improvements shall be designed, installed and inspected as shown on the approved plans and/or encroachment permit. Projects generating a high ADT may require a traffic analysis and off-site improvements prior to approval.

- N. LANDSCAPING:

A landscape plan identifying size, location and plant name (common name to be included), plans for irrigation and a maintenance program to ensure success of the landscaped area shall be provided for the review and approval of the Director of Transportation and Planning, or his designee. It shall be the responsibility for the property owner to maintain the landscaping in a healthy condition. All required yard areas abutting public roads shall be landscaped with trees, shrubs or ground cover. Shade trees shall be provided in parking lots with more than twenty (20) spaces.



5. Garbage containers, loading docks, mechanical equipment, utility meters, storage tanks or other accessory facilities shall be concealed or screened from public view with materials which are similar to and compatible with those of the main building. No exposed conduit, tubing or raceway shall be permitted.

#### LOWER LEVEL

1. Security lighting shall be directed away from neighboring parcels and public roadways.
2. One free standing sign may be placed on each parcel, provided that it is no higher than ten (10) feet from the level of the nearest public road.

#### S. COUNTY RETAINED LANDS:

The County of Trinity shall retain: All lands lying within the 100 year floodplain of Weaver Creek, wetland areas, wetland mitigation banks and a 10 foot buffer strip bordering all wetlands and wetland mitigation banks. The Wetlands Mitigation Plan approved and adopted by the Trinity County Board of Supervisors on October 4, 1988 (Res. 112-88) shall be implemented. All wetlands shall be maintained in their existing natural state. Only minor trail and observatory blind construction shall be permitted within wetlands, subject to prior approval of the Planning Director and the California Department of Fish and Game Warden. Any modifications to wetlands will require approval from the U.S. Army Corps of Engineers and the California Department of Fish and Game.

#### T. DEVIATIONS:

1. Major deviations from these development standards require the approval of the Planning Commission. Minor deviations may be approved by the Planning Director if they do not substantially deviate from these development standards. A "substantial deviation" is one that will result in a material change in the nature of the development when all the circumstances surrounding the deviation are considered.
2. Determination of Substantiality by Planning Commission. The Planning Director may, at his or her discretion, request a determination by the Planning Commission as to whether a proposed change is a substantial deviation. If the Planning Commission determines that the change is substantial, a public hearing shall be set for the purpose of considering the deviation.

3. Mandatory Finding of Substantial Deviation. The Planning Director shall find the following changes to be substantial deviations. This list is not intended to be inclusive and the fact that a particular deviation is not included on this list shall in no way limit the authority of the Planning Director to, in his or her discretion, determine that a change is a substantial deviation.
- a. Any major change in the pattern or volume of traffic flow either on or off any property covered by the use permit.
  - b. Any increase in height, setbacks or lot coverage of a structure.



July 14, 2021

Re: Appeal on P-19-38

Dear Supervisors,

The appeal raises three allegations that the Project is not consistent with the General Plan, that there was inadequate CEQA review and the CUP lacked sufficient findings. All three allegations must fail.

First, regarding consistency with the General Plan, the parcel where the Project is located is designated Industrial in the General Plan, which matches current and historic uses of the area. The county road accessing the parcel is Industrial Park Way. When enacting the county ordinances regarding commercial cannabis Distribution, Nursery and Manufacturing, the Planning Commission and this Board, determined that those uses were appropriate in Industrial zones, specifically in Special Unit Development zones with underlying Industrial designations such as the case here. Those ordinances were not challenged based on General Plan consistency.

Second, the Mitigated Negative Declaration for the Project, prepared by SHN, was posted to the state clearinghouse, noticed in the Trinity Journal and made available in hard copy at the Trinity County Planning Department and online at the Planning Department website. The only comments received were from the California Department of Fish & Wildlife, which were incorporated into the final document. CEQA law is clear that only those persons or organizations that file comments can challenge a final CEQA document.

Finally, both the Trinity County Commercial Cannabis Distribution & Manufacturing Ordinances require specific findings to be made prior to the approval of any CUP authorizing those activities. At its June 10, 2021 meeting, the Planning Commission made specific findings consistent with the requirements in both those ordinances.

The Applicant respectfully requests that the Board deny this appeal and allow the Conditional Use Permit approved by the Planning Commission to issue.

Thank you,

A handwritten signature in blue ink, consisting of a series of loops and a horizontal line extending to the right.

Tom Ballanco, Applicant  
Trinity Equipment & Materials

# UNDERWOOD LAW OFFICES, P.C.

Weaverville Office:  
PO Box 2428  
121 Forest Ave., Ste. A  
Weaverville, CA 96093  
Telephone: 530-623-2200

James M. Underwood

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1274 Court Street  
Redding, CA 96001  
Telephone: 530-276-8246

## **VIA HAND-DELIVERY AND E-MAIL**

([rkuhns@trinitycounty.org](mailto:rkuhns@trinitycounty.org))

Thursday, July 15, 2021

Trinity County Board of Supervisors  
C/o CAO/Clerk of the Board  
P.O. Box 1613  
Weaverville, CA 96093

**Re: CUP P-19-38 (271 Industrial Parkway, Weaverville) – Citizens for Proper Planning Appeal**

Dear Trinity County Board of Supervisors:

Following the Notice of Appeal submitted by my office on behalf of Citizens for Proper Planning (“CPP”), an unassociated group of concerned Trinity County citizens. After having requested and received documents from the County concerning the above proposed project, by Public Records Act Request, I am now providing this letter in order to amplify the stated grounds for this appeal.

## **SUMMARY**

There are various legal and factual grounds for entirely over-turning the Planning Commission’s approval of the above referenced CUP. These primarily include the absence of a proper, updated, internally consistent County General Plan, which is an absolute legal prerequisite to making any findings of proposed project consistency with the General Plan. If the County proceeds by upholding the Planning Commission’s decision it will be doing so in a way that would be in violation of the California Planning & Zoning Law, and the County’s adopted ordinances, and subject the County to litigation in order to compel the County to abide by related requirements.

Additionally, because the Board of Supervisors previously adopted a so-called “carve-out” for the Weaverville area in which the proposed project would be located, which at least in spirit prohibited all commercial cannabis activities within the defined area, this would be a separate and independent local ordinance basis for sustaining this appeal even if the General Plan were to be legally adequate and the Board could make a project consistency finding. At the very least, there is no doubt but that the proposed nursery component of the project appealed from, because it would allow at least the limited cultivation of commercial cannabis, is prohibited by explicit terms of the just referenced opt out ordinance, and this project component must therefore be disallowed if the project is otherwise permitted to proceed.

Additionally, given the County’s need to make factual findings that the proposed project is in conformity with principles of good planning, but with the County having acknowledged that its General Plan is woefully inadequate and in need of comprehensive updating (and with that process

having been commenced and expected to be completed in up to three years), the proposed project term should be limited to the earlier of when the General Plan update is completed or three (3) years. While this would not satisfy the need for a proper General Plan consistency finding, this would better enable proper long-term planning, including the explicit allowance of commercial cannabis land-uses where determined to be appropriate following the comprehensive planning process just beginning, and prevent this community-changing project to commence for an unlimited term without proper, albeit delayed, advance community planning.

## **BACKGROUND**

The Trinity County Planning Commission, on a split decision, approved this use permit in the Lower Level of the Trinity Alps Business Park area in Weaverville, in June the proposed CUP would allow commercial cannabis nursery, processing, manufacturing, distribution and testing operations in that location. The proposed project, by any definition, would result in substantial community change, given the scope of the proposed commercial cannabis business and without any prior such businesses in the community of Weaverville.

The County's Business Park, which was created and developed before commercial cannabis was permitted in Trinity County, is part of a Special Use District (SUD) that generally allows manufacturing, but does not specifically allow commercial cannabis manufacturing or cannabis cultivation. This SUD area is also within the Weaverville CSD boundary, which has been previously designated by the Board of Supervisors as a cannabis cultivation "carve-out" area, where no such cultivation is permitted. The SUD project area boundary is also shared with R-1 (high density) residential land-uses, and adjoins other sensitive and youth oriented public uses (e.g., the new Health Care Clinic, Shasta Community College, and TPAC) on its immediate border.

Adoption SUD and Trinity Alps Business Park development, including County consideration of this CUP, have also proceeded during a time of undisputed lack of proper General Plan updating, to enable a coherent, forward thinking plan for the growth and development of our communities. A history of the intermittent actions comprising the County General Plan, including Weaverville Community Plan adoption over thirty (30) years ago, is appended as Attachment "A."

The most recent apparent amendment to the County General Plan, excepting isolated Housing elements updates needed to obtain related grant funding, occurred in 2001. (See Board of Supervisors Resolution No. 2001-028, appended as Attachment "B," which deleted all "discussions, goals, objectives and policies from the Trinity County Land Use Element" for identified communities, including Weaverville.) The apparent affect of this 2001 "update" was to gut the prior stated, and even then outdated, General Plan Land Use Element objectives and policies, and all other similar substance, leaving the Weaverville Community Plan adopted in 1990 to guide community changing projects of the kind before the Board on appeal.

Additionally, while the County certified a Final EIR for the Commercial Cannabis Program last December, which included generalized environmental impact analysis and mitigation for projects such as that being, appealed, it is not expressly stated that the FEIR mitigation adopted by the County and incorporated into its updated Commercial Cannabis Ordinance (Ord. No. 315-849), were



included as conditions of Planning Commission approval. Nor did the supplemental CEQA review sufficiently identify, analyze, and mitigate all significant environmental impacts, including those associated with the potential noise, odor, lighting and growth-inducing impacts associated with this proposed project.

### **CITIZENS FOR PROPER PLANNING APPEAL**

CPP has appealed the proposed use permit because it is located adjoining pre-established land uses which will create unavoidable and undesirable conflicts, and would introduce community changing commercial cannabis to Weaverville on a scale and in a way that has not been fully and properly planning for. This is the result of the County's failure to update its General Plan Land-Use Element since the 1980s, and the creation of a Trinity Alps Business Park ordinance and related development guidelines there, long before commercial cannabis activities were made lawful in Trinity County, and therefore long before such a project was ever even contemplated.

As stated in the CPP Notice of Appeal, this appeal is based on three separate grounds: (1) The Planning Commission's improper determination of General Plan consistency in the absence of a current, updated, internally consistent County General Plan, that contemplates and permits such community changing commercial cannabis projects in the Weaverville community; (2) inadequate CEQA review, including insufficient impacts identification, analysis and mitigation, for the proposed project; and (3) Insufficient CUP findings of fact with regard to land uses, injurious project impacts, and General Plan consistency. Each of these grounds for appeal, which are independently sufficient to require that the appeal be granted, are addressed in greater detail below.

#### **1. A Mandatory Finding of General Plan Consistency Is Not Possible Due to the County's Legally Inadequate Plan Which is Now Being Updated.**

It is a fundamental requirement in local land-use decision making, such as here, that discretionary proposed projects must be determined by the approving agency to be consistent with its general plan (e.g., Government Code §§65359, 65454). A project is consistent with the general plan if, considering all its aspects, it will *further the objectives and policies of the general plan* and not obstruct their attainment. So, there must be a review and analysis of all such objectives and policies to make this determination.

The lead agency's consistency finding must be supported by substantial factual evidence. *See Save Our Heritage Org. v City of San Diego* (2015) 237 CA4th 163, 186. When no reasonable person examining a general plan could interpret it to include the determination made by the approving agency the agency's finding of consistency will not be upheld. *Orange Citizens*, 2 Cal 5th at page 155. Further, a finding of consistency with a general plan is not, and cannot be, valid when a general plan is incomplete or inadequate, or when the elements are internally inconsistent. *See, e.g., Resource Defense Fund v County of Santa Cruz* (1982) 133 CA3d 800, 806; *Sierra Club v Board of Supervisors* (1981) 126 CA3d 698, 704; *Camp v Board of Supervisors* (1981) 123 CA3d 334, 348.

Here, the Planning Commission, in approving CUP P-19-38 in a conclusory fashion and without factual support or analysis, for lack of identification and proper consideration of applicable County

General Plan objectives and policies, summarily determined that “[t]he project...is consistent with the goals and objectives of the County General Plan...as the proposed project [as defined is located] on a site designated as Industrial (I).” It is undisputed that the County General Plan Land-Use Element, as adopted in the 1980s described uses permitted on Industrial (I) designated lands, and the later adopted Specific Unit Development (SUD) zoning district for the affected area allow “industrial” uses. But, a proper determination of general plan consistency does not begin or end there, particularly where there are no current planning objectives and policies to guide the decision-making process, if they exist at all.

As a result, in making a determination of consistency the County must review, analyze, and make factual determinations in support of a conclusion that the project will further the objectives and policies of its General Plan, and not obstruct their attainment. The Planning Department did not undertake such an analysis, including but not limited to Land-Use Element objectives and policies directed at finding a proper balance between industrial and adjoining non-industrial uses, because it could not do so with General Plan Land Use Element policies and objectives having been “deleted” by Board resolution No. 2001-028, in 2001, with no subsequent amendment establishing new, updated policies and objectives. Therefore, Planning Commission Resolution 2021-08 did not make, and could not have made, specific requisite resulting findings, and the conclusionary resulting Commission finding of general plan consistency is therefore both factually and legally insufficient.

Moreover, the Board of Supervisors cannot properly rectify this Planning Commission action deficiency. This is because the County has a general plan that is incomplete and inadequate, with mandatory elements not having been adopted or updated, sometimes for up to a period exceeding forty (40) years, with resulting unavoidable internally inconsistencies. In effect, a more thorough analysis of non-existing County General Plan objectives and policies could not rectify this prerequisite to CUP approval. Only a proper General Plan update can now rectify this fundamental barrier to proper project approval.

In short, a zoning ordinance such as the Commercial Cannabis Program codified in Title 17 of the County Code, having not foundation in the aged County General Plan, is ineffectual, and invalid. *Leshar Communications, Inc. v. City of Walnut Creek* (1990) 52 Cal 3d 531, 544 (zoning ordinance that conflicts with general plan is invalid at time it is passed and there is no way of rescuing or validating it).

## **2. CEQA Review for the Proposed CUP Does Not Adequately Identify, Analyze & Mitigate Significant Adverse Environmental Impacts on Adjoining Land-Uses.**

A Mitigate Negative Declaration prepared by the applicant, without apparent independent review and analysis by the Planning Department, has served as the environmental review for this project. The County, as the lead agency under CEQA, must have independently conducted CEQA review, and made associated determinations, before project approval, but the administrative record obtained by the appellant by recent Public Records Act request appears not to support a conclusion that this occurred. (See Cal. Code Regs., Title 14 (CEQA Guidelines), § 15090, subd. (a).)



Additionally, while the County recently certified a Final EIR for the County's Commercial Cannabis Program, including at least generalized environmental review associated with the ordinance allowing for wholesale cannabis nurseries (Ord. No. 315-826), the impacts analysis and mitigation required in that EIR do not appear to be explicitly required as conditions of CUP P-19-38, as they must be. And even to the extent that it might be said that all such mitigation measures/conditions are necessarily to be applied to this project, following County adoption of its updated Commercial Cannabis Ordinance following FEIR completion last December (Ord. 315-849), tiered, site-specific CEQA analysis to address all unique environmental impacts more fully has not occurred, and is required before this project can be approved on appeal.

One such environmental impact that was not adequately addressed from a CEQA standpoint, for the reasons stated above, is land-use consistency. Another significant adverse impact that has received little more than conclusory attention is the growth-inducing impacts associated with the proposed project. A third site-specific and community impact not adequately addressed in the proposed MND is the manufacturing related and cumulative impacts on fire and other first responder services, with those services working with limited resources that complicated new commercial projects can only exacerbate.

Given the unique impacts associated with the broad array of commercial cannabis operations proposed in the County's Business Park, and that such uses have been said by the Planning Department to be permitted without limitation in the entire SUD Lower Level, this project will also encourage similar commercial cannabis land-uses. Accordingly, the growth-inducing impact of this proposed project has not occurred, and is critically important, in light of the immediately bordering now-existing R-1 residential uses, the soon to be completed Medical Clinic, and the Shasta Community College and Performing Arts Center on the Upper Level of this SUD zone, with resulting potential land-use conflicts, that resulting impacts be further analyzed and mitigated to comply with CEQA fully and properly.

### **3. The Proposed CUP Is Not and Cannot be Supported by Adequate Findings Regarding Land Uses, Injurious Impacts and Plan Consistency.**

As stated in the Planning Department staff report to the Planning Commission, Section 17.32.010 of the Trinity County Code requires certain findings, each to be supported by substantial facts. Planning Commission Resolution No. 2021-08, approving the proposed CUP, in Resolution No. 2021-08, made only conclusory findings in support of the mandatory findings for this project.

**(a) The CUP Not Based on "Sound Principles of Planning."** The County Zoning Code requires that the County approve a use permit, such as that being appealed, only upon determining that the project review and approval will have been based on "sound principles of land use planning" (County Code Section 17.32.010). This is required, as explained in the governing County Zoning Code section, because "[a] use permit is a zoning instrument utilized to review uses which are of such a nature as to warrant *special consideration*. These uses generally have a *distinct impact on the area in which they are located, or are capable of creating special problems for bordering properties* unless given special attention."

Accordingly, mere reliance on the County's inadequate General Plan and the SUD ordinance permitted land-uses, without more specifically addressing special problems for bordering areas with different uses, does not satisfy the kind of "special" and "distinct" planning required by the County's ordinance for the purpose of making this finding. In other words, this cannot simply be an academic exercise, but rather one that genuinely examines and makes specific factual determinations in support of its conclusions. The Planning Department staff report and Planning Commission findings in this regard are therefore too conclusory, and entirely unsupported by analysis and substantial pertinent facts.

**(b) Insufficient Finding that Project is Not Injurious.** The County Zoning Code, in the same code section referenced above, also provides that a use permit, such as that being appealed, "shall not be granted if it will be detrimental to the public health, safety or welfare, or if it results in the creation of a public nuisance." The Planning Department staff report addressing this issue, again simply refers to the outdated and otherwise inadequate General Plan and SUD designations, and then simply concludes that the proposed project would not have detrimental impacts. While the staff report stated that the closest "sensitive receptors" are "more than 650 feet from the project site" this is the entirety of the purported facts in support of this staff recommended, and the resulting Planning Commission finding.

In fact, however, there are R-1 residential land uses as close as 570 feet of the North-East area of the proposed project, and which are immediately contiguous with the SUD Lower Level boundary that may well be developed with similar uses due to the growth inducing impact of the proposed CUP. Additionally, the proposed new Health Clinic is approximately 798 feet away, the Shasta Community College campus is a bit more than 1,000 feet away, the Trinity Performing Arts Theatre is approximately 1,275 feet away, and Trinity County Health & Human Services is within about 1,080 feet. (See attached arial photos showing all sensitive adjoining land uses, as appended as Attachment "C.")

While some of these adjoining land-uses are technically far enough away to make the general prohibition against commercial cannabis operations "within 1,000 feet of a "youth-oriented facility, school, church, or residential treatment facility," arguably inapplicable, there has been no analysis and findings of fact as to whether or not the proximity of the proposed CUP project might still create a "public nuisance." Even the County's Commercial Cannabis Ordinance recitals and its approved Final EIR make clear that commercial cannabis activities can create such conditions. For this reason, with the Planning Commission findings in Resolution 2021-08 being particularly conclusory and without supporting findings of fact, the prerequisite findings of Section 17.32.010 have not been and cannot now be properly met.

**(c) The Project Does Not Meet "Plan Consistency" Requirements.** Section 17.32.010 also requires "Plan Consistency." Specifically, this section states that "[a] use permit must comply with the objectives of the general or specific plan for the area in which it is located." But for the reasons above stated, there cannot be a proper finding of General Plan consistency due to the absence of any existing, current General Plan objectives and policies; and therefore until the County completes its just started General Plan update. That, according to recent County estimates, will not likely occur for at least another three (3) years.



Additionally, the Planning Department staff report to the Planning Commission and the Commission's Resolution No. 2021-08, simply refer to the General Plan designation of the proposed CUP uses as consistent with the Industrial (I) designation, but without addressing Weaverville Community Plan ("WCP") consistency and related County ordinance consistency, including County Cannabis Program ordinance consistency. Importantly, staff does acknowledge in its report to the Commission that neither the General Plan nor the SUD specifically allow the proposed commercial cannabis uses, but there is no mention at all of nor consideration of the Weaverville Community Plan, as adopted in 1990.

Accordingly, before approving this CUP the County must have found it to be consistent with WCP provisions such as Goal #4 – To emphasize and retain existing neighborhood characteristics, and related Objective 4.1: Prevent encroachment of undesirable uses into residential neighbors." And while the proposed broad range of commercial cannabis uses, excepting the proposed nursery cultivation uses, might at least arguably be permitted when looking to the land-use designations in those plans alone, the County's Weaverville area commercial cannabis "carve-out" ordinance does not.

The County's Commercial Cannabis Program Ordinance (Ord. No. 315-849) applies to any "commercial cannabis" activity, and defines "cultivation" as the "planting, growing, harvesting, drying, *or* processing of cannabis plants..." (County Code Section 17.43.010.) The County's Wholesale Cannabis Nursery Ordinance (Ord. 315-826) does not deviate from that definition of commercial cannabis activities, including that the "growing" of any cannabis plants constitutes "cultivation." Therefore, and despite that the proposed CUP project would cultivate cannabis only for limited, nursery purposes, and not to maturity per the project description, the proposed nursery activities are subject to the County's prior adopted prohibition against cannabis cultivation within the areas served by the Weaverville CSD, including the proposed SUD area project site.

The proposed nursery operation in the SUD would therefore not be consistent with the County's "carve-out" from the land use plan specifically adopted for where commercial cannabis operations can and cannot be located. The Planning Commission's finding of plan consistency is therefore not properly supported, and unless and until the Board modifies its existing Weaverville carve-out ordinance, this inconsistency cannot be cured. Arguably, that same Weaverville carve-out applies to all commercial cannabis activities within the Weaverville CSD area, including the proposed nursery, processing, manufacturing, distribution, and testing operations; but because there are other fatal legal deficiencies associated with this project, as above stated, the Board can and should uphold this appeal without even considering this important additional issue.

**C. CPP's Broader Related Concerns:** CPP has broader related concerns, beyond the more localized negative implications of County approval of this specific CUP project, which address larger picture County planning issues. These concerns include:

1. *Proper Advance Planning is Needed* - All proposed new land uses, including but not limited to commercial cannabis operations such as that proposed, should be based on a thoughtful, updated County General Plan that identifies and reasonably separates inherently conflicting land uses

such as manufacturing and cultivation, relative to adjoining residential and other sensitive land uses, including but not limited to youth oriented public facilities.

2. *Commercial Cannabis Should be Prohibited in the Weaverville Carve-Out Area* – The spirit, if not the letter, of the Weaverville Carve-Out Ordinance was intended to keep all commercial cannabis activities out of Weaverville. If not in this appeal, this issue should be clarified before any more commercial cannabis licenses of any type are approved within this existing carve-out area.

3. *Threatened Disregard of Other Carve-Out & Opt-Out Prohibitions* - If the Weaverville carve-out prohibition is disregarded for this proposed project, at least as it pertains to the proposed nursery cultivation operation, there can be no reliable public assurances that similar County deviations from now existing or future carve-out or opt-out areas in other County locations will not occur as well, as so-called “precedent” will arguably have been set.

## **CONCLUSION**

For the above state reasons, the Board of Supervisors should, and legally must, uphold this appeal. To do otherwise would be inconsistent with the County’s adopted Commercial Cannabis Ordinances, and would be in violation of CEQA and California Planning & Zoning statutes. Mostly, though, allowing the proposed project to proceed would be based on inadequate advance planning, and result in a growth-inducing new commercial cannabis operation within the Weaverville opt-out area that does not fully and properly consider adverse impacts on adjoining residential and public uses.

At the Planning Commission hearing on this CUP one speaker said words to the effect of “where, if not here?” That question should have been, “If not here, when, where and with what conditions to protect all adjoining and community interests?” And the proper answer to that question should be, possibly here, but only after there has been a thoughtful, updated General Plan to properly separate conflicting land-uses, and then only if proper CEQA review has occurred with sufficient impact mitigating conditions then required for the project. In the meantime, perhaps there is a more suitable location, such as in an industrial area not surrounded by public facility and residential uses, that the project proponent could consider.

Respectfully Submitted,



JAMES M. UNDERWOOD

Attachments

cc: Citizens for Proper Planning  
Richard Kuhn, County Administrative Officer  
Kim Hunter, Director, Department of Planning  
Margaret Long, County Counsel



## ATTACHMENT "A"

# Trinity County General Plan and Community Plans\*

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## ELEMENTS

Circulation Element (2002)

Housing Element (2020)

Land Use Element (1988)

Planning Areas:

- Denny Planning Area
- Junction City Planning Area
- North Lake Planning Area
- Salyer/Burnt Ranch Planning Area
- Big Bar Planning Area
- Weaverville Planning Area
- Lewiston/Douglas City Planning Area
- Hyampom Planning Area
- Hayfork Planning Area
- Wildwood Planning Area
- South Fork Planning Area
- South Trinity Planning Area
- Land Use Resolutions

Noise Element (2003)

Open Space and Conservation Element (1973)

Safety (2014)

# COMMUNITY PLANS

Douglas City (1987)

Hayfork (1996)

- Community Zoning Map
- General Plan Land Use Designations Map

Junction City (1987)

Lewiston (1986)

Weaverville (1990)

\* Note: This is a summary of the history of Trinity County General Plan adoption and updates.

**ATTACHMENT “B”**

Board of Supervisors Resolution No. 2001-028  
(Amendment to Trinity County General Plan Land Use Element)

**BOARD OF SUPERVISORS**

**COUNTY OF TRINITY, STATE OF CALIFORNIA**

**6<sup>th</sup> DAY OF March, 2001**

**RESOLUTION NO. 2001-028**

**RESOLUTION APPROVING AMENDMENT TO  
LAND USE ELEMENT  
A PART OF THE TRINITY COUNTY GENERAL PLAN  
(Trinity County Planning Department PW-2000-16)**

**WHEREAS**, on June 7, 1989 the Board of Supervisors of the County of Trinity adopted the Trinity County Land Use Element, a part of the Trinity County General Plan; and

**WHEREAS**, discussions, goals and objectives related to the following communities of Weaverville, Hayfork, Junction City, Douglas City and Lewiston have been adopted and approved in the individual Community Plans and therefor their reference in the Land Use Element is no longer necessary; and

**WHEREAS**, following careful study and the holding of public hearings, the Trinity County Planning Commission recommended to the Board of Supervisors the adoption of an amendment to the Trinity County Land Use Element, and approved a Negative Declaration; and

**WHEREAS**, this Board of Supervisors, after having carefully considered the Trinity County Land Use Element, noticed and held required hearings, finds that said amendment to the Trinity County Land Use Element provides a suitable and logical plan for future development that is compatible with said Community Plan and the County General Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Trinity, State of California, that said Board hereby adopts the following amendments to the Trinity County Land Use Element:

Delete discussions, goals, objectives and policies from the Trinity County Land Use Element for the following communities: Weaverville, Hayfork, Lewiston, Douglas City, and Junction City.

Upon motion of Supervisor Erikson, seconded by Supervisor Miller, and on the following vote, to-wit:

**AYES:** Supervisors Miller, Erikson, Reiss, Modine and Stewart

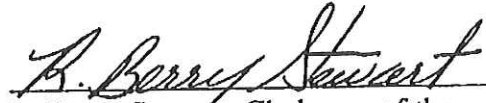
**NOES:** None

**ABSENT:** None



ABSTAINING: None

The foregoing resolution is hereby adopted:


  
R. Berry Stewart, Chairman of the  
Board of Supervisors, County of Trinity,  
State of California

ATTEST:

DERO B. FORSLUND  
County Clerk/Recorder, Ex-Officio  
Clerk of the Board of Supervisors,  
County of Trinity, State of California

By:   
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

  
David Hammer, County Counsel,  
County of Trinity, State of California

Dated: 3/6/01  
Planning: JAJ

## **ATTACHMENT “C”**

Sensitive Land-Uses Immediately Adjoining Proposed Project



Google

ENPLAN

# TRINITY COUNTY CANNABIS PARK SUD ZONE AREA

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**2 Results**  
**Property Data**  
 024-220-056-000  
**Property Data**  
 024-220-046-000



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### **HAND-DELIVERED**

Tuesday, July 20, 2021

Trinity County Board of Supervisors  
C/o CAO/Clerk of the Board  
P.O. Box 1613  
Weaverville, CA 96093

**Re: CUP P-19-38 (271 Industrial Parkway, Weaverville) – Citizens for Proper Planning  
Appeal Concern About Potential EDA Grant Liability**

Dear Trinity County Board of Supervisors:

Included in your agenda packet was a letter submitted by me on behalf of the Citizens for Proper Planning (CPP) in the above referenced matter. In the meantime, in the past few days, some significant additional information has come to my attention that is extremely pertinent to how the Board of Supervisors chooses to proceed with this appeal, because it relates to the underlying purposes for which the Trinity Alps business Park was developed, using Economic Development Administration (EDA) grant funds, and the potentially substantial County financial liability if unauthorized uses in the park are allowed, such as that now community changing commercial cannabis project now proposed.

### **THE EDA GRANT USED FOR BUSINESS PARK DEVELOPMENT**

It has come to my attention that in approximately 1991 the County, in concert with local folks interested in economic development in Trinity County, spearheaded an effort to obtain funding for the purpose of developing a new “shovel ready” business park. The proposed park, following the successful securing of an EDA grant in an amount of approximately \$1.7 Million, together with other secured local funding and soft matching resources, was improved with public works infrastructure that resulted in the Trinity Alps Business Park.

As for general back ground, this was permitted in accordance with federal law governing EDA grants, and with consistent adopted federal regulations. (See 42 U.S.C 3211 et seq.; and 13 CFR Ch. III, Part 314.) That authority allowed the Secretary of Commerce, acting through the EDA, to conditionally approve grant funding to local governments for the purpose of public works improvement projects consistent with the grant recipient’s then existing plan for economic development. Importantly, the authorized uses of such EDA grant funds, which could be used for the benefit of both public and private development following completion of funded improvements, were conditioned to ensure that all subsequent uses would be consistent with federal law.

The governing EDA regulations, particularly those governing the EDA's continuing property interest, are attached. (See Attachment "A.")

### **SUMMARY OF EDA GRANT TERMS & USE LIMITATIONS**

The most important terms stated in the attached EDA grant regulations, that govern administration of the grant funded Trinity Alps Business Park property, can be summarized as follows:

**1. Continuing EDA Property Interest** - The EDA has a continuing "Federal Interest" in EDA grant improved property for the "Useful Life" of the improved property. (Section 314.2) With the EDA grant having funded the existing infrastructure for the Business Park, there can be little doubt but that the useful life of those improvements continues. In practice, I understand that the EDA considers such infrastructure improvements to have a useful life of up to fifty (50) years, or for at least another ten (20) years.

**2. Authorized Uses Could Not Have Included Illegal Cannabis Activities** - The County, as the original grant Recipient must have used grant funds only for improvements serving only "Authorized Uses" of the property. This was the case both initially, and at the time of successor owner conveyances, with the property not to have been disposed of without the EDA's prior written authorization to ensure grant terms compliance. (Section 314.3) Additionally, with cannabis not legal in the early 1990s the County would not have contemplated commercial cannabis uses of the Business Park at the time of EDA grant approval.

**3. Unauthorized Uses Will Create County & Successor Owner Grant Repayment Liability** - If the property on which EDA grant funds have been used for improvements is used for "Unauthorized Uses," either by the County or a successor property owner, prior to release of EDA's interest in the property, the EDA may recover the Federal Share, based on original grant amount plus costs and interest. (Sections 314.4 & 314.5)

**4. Continuing EDA Interest in the Business Park Property** - The EDA grant funding regulations allow for but do not require that the EDA must have actually effected the recording of a "lien, statement or other recordable instrument setting forth EDA's Property interest" in a grant funded project. (Section 314.2) It is unclear at this time if such a document was recorded by the EDA for this specific parcel (as confirmed to have been done for others), but even if that did not occur the EDA now has and will continue to have an "undivided equitable reversionary interest in the Property" until that Federal Share is properly released. (Sections 314.2 & 314.10 et seq.)

**5. Substantial County Liability Unless EDA Has Relinquished Its Property Interest.**

Accordingly, unless the County has verified, or can verify, either that the proposed commercial cannabis use of the Lower Level Trinity Alps Business Park parcel on which the proposed CUP Project would permit has been formally approved by the EDA as an Authorized Use of that property; or that EDA has formally relinquished its Federal Interest in the Property at a prior date, the County (and the successor property owner) will be subject to grant funds recovery by

the EDA, together with interest and costs incurred. The precise 1991 grant terms have not been confirmed, but based on an assumed grant amount of \$1.7 Million, and estimated interest accrual for the purpose of determining potential grant repayment liability, the County and the successor property owner undertaking an "Unauthorized Use" would have a liability of approximately \$3.1 Million following County approval of this proposed CUP. (See Attachment "B.")

### **CONCLUSION**

The prior submitted CPP letter in support of this appeal makes clear that this is being treated by the County Planning Department in a way akin to "The Emperor has no Clothes" parable, at least as it relates to the County's inability to make a proper general plan consistency finding for this proposed CUP due to the absence of a legally adequate County General Plan. Nor can other required CUP findings be made based on the actual facts presented.

Board approval of the CUP notwithstanding the problems previously identified by CPP would subject the County to more senseless litigation expenses, based on the Board's prioritizing of commercial cannabis over sound planning. But if the County similarly determines to disregard the EDA grant regulations requiring compliance with federal law, and permit commercial cannabis activities on the subject grant funded property despite the clear federal law prohibiting such uses, the County may have a lot more explaining to do to more than just the Trinity County taxpayers, as the EDA may soon be knocking on your door.

For all of these reasons, please refrain from further promoting commercial cannabis at the expense of sound planning and the law, by upholding the appeal and denying the proposed CUP.

Respectfully Submitted,



JAMES M. UNDERWOOD

Attachments

# ATTACHMENT "A"

## CHAPTER III—ECONOMIC DEVELOPMENT ADMINISTRATION, DEPARTMENT OF COMMERCE

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- 314.9 Recorded statement—title.

**Subpart D—Release of EDA's Property Interest**

- 314.10 Procedures for release of EDA's Property interest.

AUTHORITY: 42 U.S.C. 3211; Department of Commerce Organization Order 10-4.

SOURCE: 71 FR 56675, Sept. 27, 2006, unless otherwise noted.

**Subpart A—General****§314.1 Definitions.**

In addition to the defined terms set forth in §300.3 of this chapter, the following terms shall have the following meanings:

*Adequate Consideration* means the fair market value at the time of sale or lease of any Property, as adjusted, in EDA's sole discretion, by any services, property exchanges, contractual commitments, acts of forbearance or other considerations that are in furtherance of the authorized purposes of the Investment Assistance, which are received by the Recipient or Owner in exchange for such Property.

*Disposition* or *Dispose* means the sale, lease, abandonment or other disposition of any Property and also includes the Unauthorized Use of such Property.

*Estimated Useful Life*, as used in this part, means the period of years that constitutes the expected useful lifespan of a Project, as determined by EDA, during which EDA anticipates obtaining the economic development benefits of its Investment.

*Federal Interest* has the definition ascribed to it in §314.2(a).

*Federal Share* has the definition ascribed to it in §314.5.

*Owner* means a fee owner, transferee, lessee or optionee of any Property. The term Owner also includes the holder of other interests in a Property where the interests are such that the holder effectively controls the use of such Property.

*Personal Property* means all tangible and intangible property other than Real Property.

*Property* means Real Property, Personal Property and mixed property.

*Real Property* means any land, whether raw or improved, and includes structures, fixtures, appurtenances and other permanent improvements, excluding moveable machinery and equipment. Real Property includes land that is improved by the construction of Project infrastructure such as, but not limited to, roads, sewers and water lines that are not situated on or under the land, where the infrastructure contributes to the value of such land as a specific purpose of the Project.

*Successor Recipient* means an EDA-approved transferee of Property pursuant to §314.3(d). A Successor Recipient must be an Eligible Recipient of Investment Assistance.

*Unauthorized Use* means any use of Property acquired or improved in whole or in part for purposes not authorized by EDA Investment Assistance, PWEDA or this chapter, as set forth in §314.4.

**\* §314.2 Federal Interest.**

(a) Property that is acquired or improved, in whole or in part, with Investment Assistance shall be held in trust by the Recipient for the benefit of the Project for the Estimated Useful Life of the Project, during which period EDA retains an undivided equitable reversionary interest in the Property (the "Federal Interest"). The Federal Interest secures compliance with matters such as the purpose, scope and use of a Project and is often reflected by a recorded lien, statement or other recordable instrument setting forth EDA's Property interest in a Project (e.g., a mortgage, covenant, or other statement of EDA's Real Property interest in the case of a Project involving



the acquisition, construction or improvement of a building. See § 314.8.)

(b) When the Federal government is fully compensated for the Federal Share of Property acquired or improved, in whole or in part, with Investment Assistance, the Federal Interest is extinguished and the Federal government has no further interest in the Property.

\*

#### § 314.3 Authorized Use of Property.

(a) The Recipient or Owner must use any Property acquired or improved in whole or in part with Investment Assistance only for the authorized purpose of the Project and such Property must not be Disposed of or encumbered without EDA's prior written authorization.

(b) Where EDA and the Recipient determine that Property acquired or improved in whole or in part with Investment Assistance is no longer needed for the original purpose of the Investment Assistance, EDA, in its sole discretion, may approve the use of such Property in other Federal grant programs or in programs that have purposes consistent with those authorized by PWEDA and by this chapter.

(c) Where EDA determines that the authorized purpose of the Investment Assistance is to develop Real Property to be leased or sold, such sale or lease is permitted provided it is for Adequate Consideration and the sale is consistent with the authorized purpose of the Investment Assistance and with all applicable Investment Assistance requirements including but not limited to nondiscrimination and environmental compliance.

(d) EDA, in its sole discretion, may approve the transfer of any Property from a Recipient to a Successor Recipient (or from one Successor Recipient to another Successor Recipient). The Recipient will remain responsible for complying with the rules of this part and the terms and conditions of the Investment Assistance for the period in which it is the Recipient. Thereafter, the Successor Recipient must comply with the rules of this part and with the same terms and conditions as were applicable to the Recipient (unless such terms and conditions are otherwise amended by EDA). The same rules

apply to EDA-approved transfers of Property between Successor Recipients.

(e) When acquiring replacement Personal Property of equal or greater value than Personal Property originally acquired with Investment Assistance, the Recipient may, with EDA's approval, trade in such Personal Property originally acquired or sell the original Personal Property and use the proceeds for the acquisition of the replacement Personal Property; provided that the replacement Personal Property is for use in the Project. The replacement Personal Property is subject to the same requirements as the original Personal Property. In extraordinary and compelling circumstances, the Assistant Secretary may approve the replacement of Real Property used in a Project.

(f) With EDA's prior written approval, a Recipient may undertake an incidental use of Property that does not interfere with the scope of the Project or the economic purpose for which the Investment was made; provided that the Recipient is in compliance with applicable law and the terms and conditions of the Investment Assistance, and the incidental use of the Property will not violate the terms and conditions of the Investment Assistance or otherwise adversely affect the economic useful life of the Property. Eligible Applicants and Recipients should contact the appropriate regional office (whose contact information is available via the Internet at <http://www.eda.gov>) for guidelines on obtaining approval for incidental use of Property under this section.

#### § 314.4 Unauthorized Use of Property.

(a) Except as provided in §§ 314.3 (regarding the authorized use of Property) or 314.10 (regarding the release of EDA's interest in certain Property), or as otherwise authorized by EDA, the Federal government must be compensated by the Recipient for the Federal Share whenever, during the Estimated Useful Life of the Project, any Property acquired or improved in whole or in part with Investment Assistance is Disposed of, encumbered, or no longer used for the purpose of the Project; provided that for equipment

and supplies, the requirements at 15 CFR parts 14 or 24, as applicable, including any supplements or amendments thereto, shall apply.

(b) Additionally, prior to the release of EDA's interest, Real Property or tangible Personal Property acquired or improved with EDA Investment Assistance may not be used:

(1) In violation of the nondiscrimination requirements of § 302.20 of this chapter or in violation of the terms and conditions of the Investment Assistance; or

(2) For any purpose prohibited by applicable law.

(c) Where the Disposition, encumbrance or use of any Property violates paragraphs (a) or (b) of this section, EDA may assert its interest in the Property to recover the Federal Share for the Federal government and may take such actions as authorized by PWEDA and this chapter, including but not limited to the actions provided in §§ 302.3 and 307.21 of this chapter. EDA may pursue its rights under paragraph (a) of this section and this paragraph (c) to recover the Federal Share, plus costs and interest. When the Federal government is fully compensated for the Federal Share, the Federal Interest is extinguished as provided in § 314.2(b), and EDA will have no further interest in the ownership, use or Disposition of the Property.

#### § 314.5 Federal Share.

(a) For purposes of this part, "*Federal Share*" means that portion of the current fair market value of any Property attributable to EDA's participation in the Project. The Federal Share shall be the current fair market value of the Property after deducting:

(1) Reasonable repair expenses, if any, incurred to put the Property into marketable condition; and

(2) Sales, commission and marketing costs.

(b) The Federal Share excludes that portion of the current fair market value of the Property attributable to acquisition or improvements before or after EDA's participation in the Project, which are not included in the total Project costs. For example, if the total Project costs are \$100, consisting of \$50 of Investment Assistance and \$50

of Matching Share, the Federal Share is fifty (50) percent. If the Property is disposed of when its current fair market is \$250, the Federal Share is \$125 (i.e., fifty (50) percent of \$250). If \$10 is spent to put the Property into salable condition, the Federal Share is \$120 (i.e., fifty (50) percent of (\$250 - \$10)).

[73 FR 62870, Oct. 22, 2008]

#### § 314.6 Encumbrances.

(a) *General.* Except as provided in paragraph (b) of this section or as otherwise authorized by EDA, Recipient-owned Property acquired or improved in whole or in part with Investment Assistance must not be used to secure a mortgage or deed of trust or in any way otherwise encumbered, except to secure a grant or loan made by a Federal Agency or State agency or other public body participating in the same Project.

(b) *Exceptions.* Subject to EDA's approval, which will not be unreasonably withheld or unduly delayed, paragraph (a) of this section does not apply to:

(1) Recipient-owned Property that is subject to an encumbrance at the time EDA approves the Project, where EDA determines that the requirements of § 314.7(b) are met;

(2) Encumbrances arising solely from the requirements of a pre-existing water or sewer facility or other utility encumbrances, which by their terms extend to additional Property connected to such facilities; and

(3) Encumbrances in cases where all of the following are met:

(i) EDA, in its sole discretion, determines that there is good cause for a waiver of paragraph (a) of this section;

(ii) All proceeds secured by the encumbrance on the Property shall be available only to the Recipient and shall be used only for the Project for which the Investment Assistance applies or for related activities of which the Project is an essential part;

(iii) A grantor/lender will not provide funds without the security of a lien on the Property; and

(iv) There is a reasonable expectation, as determined by EDA, that the Recipient will not default on its obligations. In determining whether an expectation is reasonable for purposes of

this paragraph, EDA shall take into account whether a Recipient that is a non-profit organization is joined in the Project with a co-Recipient that is a public body, whether the non-profit organization has demonstrated stability over time, and such other factors as EDA deems appropriate.

(c) Encumbering Recipient-owned Property, other than as permitted in this section, is an Unauthorized Use of the Property under §314.4.

[71 FR 56675, Sept. 27, 2006, as amended at 73 FR 62870, Oct. 22, 2008]

### Subpart B—Real Property

#### §314.7 Title.

(a) *General.* The Recipient must hold title to the Real Property required for a Project at the time the Investment Assistance is awarded or as provided by paragraph (c) of this section and must maintain title at all times during the Estimated Useful Life of the Project, except in those limited circumstances as provided in paragraph (c) of this section. The Recipient must also furnish evidence, satisfactory in form and substance to EDA, that title to Real Property required for a Project (other than property of the United States) is vested in the Recipient and that any easements, rights-of-way, State or local government permits, long-term leases or other items required for the Project have been or will be obtained by the Recipient within an acceptable time, as determined by EDA.

(b)(1) The Recipient must disclose to EDA all encumbrances, including but not limited to the following:

- (i) Liens;
- (ii) Mortgages;
- (iii) Reservations;
- (iv) Reversionary interests; and

(v) Other restrictions on title or on the Recipient's interest in the Property.

(2) No encumbrance will be acceptable if, as determined by EDA, the encumbrance interferes with the construction, use, operation or maintenance of the Project during its Estimated Useful Life.

(c) *Exceptions.* The following are exceptions to the requirements of paragraph (a) of this section that the Re-

cipient hold title to the Real Property required for a Project.

(1) Where the acquisition of Real Property required for a Project is contemplated as part of an Investment Assistance award, EDA may determine that an agreement for the Recipient to purchase the Real Property will be acceptable for purposes of paragraph (a) of this section if:

(i) The Recipient provides EDA with reasonable assurances that it will obtain fee title to the Real Property prior to or concurrent with the initial disbursement of the Investment Assistance; and

(ii) EDA, in its sole discretion, determines that the terms and conditions of the purchase agreement adequately safeguard the Federal government's interest in the Real Property.

(2) EDA may determine that a long-term leasehold interest for a period not less than the Estimated Useful Life of the Real Property required for a Project will be acceptable for purposes of paragraph (a) of this section if:

(i) Fee title to the Real Property is not otherwise obtainable; and

(ii) EDA, in its sole discretion, determines that the terms and conditions of the lease adequately safeguard the Federal government's interest in the Real Property and demonstrate the economic development and public benefits of the leasehold transaction.

(3) When a Project includes construction within a railroad's right-of-way or over a railroad crossing, EDA may find it acceptable for the work to be completed by the railroad and for the railroad to continue to own, operate and maintain that portion of the Project, if required by the railroad; and provided that, the construction is a minor but essential component of the Project.

(4) When the Project includes construction on a public highway the owner of which is not the Recipient, EDA may allow the Project to be constructed in whole or in part in the right-of-way of such public highway, provided that:

(i) All EDA-funded construction is completed in accordance with EDA requirements;

(ii) The Recipient confirms in writing to EDA, satisfactory to EDA, that:

(A) The Recipient is committed during the Estimated Useful Life of the Project to operate, maintain and repair all improvements for the Project consistent with the Investment Assistance; and

(B) If at any time during the Estimated Useful Life of the Project any or all of the improvements in the Project within the public highway are relocated for any reason pursuant to requirements of the owner of the public highway, the Recipient shall be responsible for accomplishing such relocation, including as necessary expending the Recipient's own funds, so that the Project continues as authorized by the Investment Assistance; and

(iii) The Recipient obtains all written authorizations (i.e., State or county permit(s)) necessary for the Project to be constructed within the public highway, copies of which shall be submitted to EDA. Such authorizations shall contain no time limits that EDA determines substantially restrict the use of the public highway for the Project during the Estimated Useful Life of the Project.

(5)(i) When an authorized purpose of the Project is to construct facilities to serve Real Property owned by the Recipient, including but not limited to industrial or commercial parks, for sale or lease to private parties, such sale or lease is permitted so long as:

(A) In cases where an authorized purpose of the Project is to sell Real Property, the Recipient provides evidence sufficient to EDA that it holds title to the Real Property required for such Project prior to the disbursement of any portion of the Investment Assistance and will retain title until the sale of the Property;

(B) In cases where an authorized purpose of the Project is to lease Real Property, the Recipient provides evidence sufficient to EDA that it holds title to the Real Property required for such Project prior to the EDA disbursement of any portion of the Investment Assistance and will retain title for the entire Estimated Useful Life of the Project;

(C) The Recipient completes the Project according to the terms of the Investment Assistance;

(D) The sale or lease of any portion of the Project during its Estimated Useful Life must be for Adequate Consideration and the terms and conditions of the Investment Assistance and the purpose(s) of the Project must continue to be fulfilled after such sale or lease; provided, however, that EDA may waive this provision for any sale or lease occurring after the ten (10) year anniversary of the award date of the Investment Assistance;

(E) The Recipient agrees that the termination, cessation, abandonment or other failure on behalf of the Recipient, purchaser or lessee to complete the Project by the five (5) year anniversary of the award date of the Investment Assistance constitutes a failure on behalf of the Recipient to use the Real Property for the economic purposes justifying the Project; and

(F) The Recipient agrees that a violation of this paragraph by the Recipient, purchaser or lessee constitutes an Unauthorized Use of the Real Property and the Recipient must further agree to compensate EDA for the Federal government's Federal Share of the Project in the case of such Unauthorized Use.

(ii) EDA may also condition the sale or lease on the satisfaction by the Recipient, purchaser or lessee (as the case may be) of any additional requirements that EDA may impose, including but not limited to EDA's pre-approval of the sale or lease.

(6)(i) When an authorized purpose of the Project is to construct facilities to serve privately-owned Real Property, including but not limited to industrial or commercial parks, the ownership, sale or lease of such Real Property is permitted so long as:

(A) The Owner provides evidence sufficient to EDA that it holds title to the Real Property improved or benefited by the EDA Investment Assistance prior to the disbursement of any portion of the Investment Assistance and will retain title to the Real Property for the entire Estimated Useful Life of the Property or until the sale of such Real Property;

(B) The Recipient and the Owner agree to use Real Property improved or

### §314.8

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benefited by the EDA Investment Assistance only for the authorized purposes of the Project and in manner consistent with the terms and conditions of the EDA Investment Assistance for the Estimated Useful Life of the Project;

(C) The Recipient must provide adequate assurances that the Owner will complete the Project according to the terms of the Investment Assistance;

(D) The sale or lease of any portion of the Project during its Estimated Useful Life must be for Adequate Consideration and the terms and conditions of the Investment Assistance and the purpose(s) of the Project must continue to be fulfilled after such sale or lease; provided, however, that EDA may waive this provision for any sale or lease occurring after the ten (10) year anniversary of the award date of the Investment Assistance;

(E) The Recipient agrees that the termination, cessation, abandonment or other failure on behalf of the Recipient, Owner, purchaser or lessee to complete the Project by the five (5) year anniversary of the award date of the Investment Assistance constitutes a failure on behalf of the Recipient to use the Real Property for the economic purposes justifying the Project; and

(F) The Recipient further agrees that a violation of this paragraph by the Owner, purchaser or lessee constitutes an Unauthorized Use of the Real Property and the Recipient must further agree to compensate EDA for the Federal government's Federal Share of the Project in the case of such Unauthorized Use.

(ii) EDA may also condition its Investment Assistance on the satisfaction by the Recipient, Owner or by the purchaser or lessee (as the case may be) of any additional requirements that EDA may impose, including but not limited to EDA's pre-approval of a sale or lease.

[71 FR 56675, Sept. 27, 2006, as amended at 73 FR 62870, Oct. 22, 2008]

#### §314.8 Recorded statement.

(a) For all Projects involving the acquisition, construction or improvement of a building, as determined by EDA, the Recipient shall execute a lien, covenant or other statement of EDA's in-

terest in the Property acquired or improved in whole or in part with the EDA Investment Assistance. The statement shall specify the Estimated Useful Life of the Project and shall include, but not be limited to, the Disposition, encumbrance and Federal Share requirements. The statement shall be satisfactory in form and substance to EDA.

(b) The statement of EDA's interest must be perfected and placed of record in the Real Property records of the jurisdiction in which the Real Property is located, all in accordance with applicable law.

(c) Facilities in which the EDA Investment is only a small part of a large project, as determined by EDA, may be exempted from the requirements of this section.

### Subpart C—Personal Property

#### §314.9 Recorded statement—title.

For all Projects which EDA determines involve the acquisition or improvement of significant items of Personal Property, including but not limited to ships, machinery, equipment, removable fixtures or structural components of buildings, the Recipient shall execute a security interest or other statement of EDA's interest in the Personal Property, acceptable in form and substance to EDA, which statement must be perfected and placed of record in accordance with applicable law, with continuances re-filed as appropriate. Whether or not a statement is required by EDA to be recorded, the Recipient must hold title to the Personal Property acquired or improved as part of the Project, except as otherwise provided in this part.

### Subpart D—Release of EDA's Property Interest

#### §314.10 Procedures for release of EDA's Property interest.

(a) *General.* Upon the request of a Recipient and before the expiration of the Estimated Useful Life of a Project, EDA may release any Real Property or tangible Personal Property interest held by EDA, in connection with Investment Assistance after the date that is twenty (20) years after the date

on which the Investment Assistance was awarded.

(b) *Exception.* EDA releases all of its Real Property and tangible Personal Property interests in Projects awarded under the Public Works Employment Act of 1976 (Pub. L. 94-369), as amended by the Public Works Employment Act of 1977 (Pub. L. 95-28).

(c)(1) *Unauthorized Use.* Notwithstanding the release of EDA's interest pursuant to paragraphs (a) or (b) of this section, Real Property or tangible Personal Property acquired or improved with Investment Assistance may not be used:

(i) In violation of the nondiscrimination requirements set forth in §302.20 of this chapter; or

(ii) For inherently religious activities prohibited by applicable Federal law.

(2) Violation of this paragraph (c) constitutes an Unauthorized Use of the Real Property or of the tangible Personal Property.

(d) *Release.* (1) Except as provided in paragraph (b) of this section, the release of EDA's interest pursuant to this section is not automatic; it requires EDA's approval, which will not be withheld except for good cause, as determined in EDA's sole discretion. In addition to the restrictions set forth in paragraph (c) of this section, the release may be conditioned upon some activity of the Recipient intended to be pursued as a consequence of the release.

(2) When requesting a release of EDA's interest pursuant to paragraph (a) of this section, the Recipient will be required to disclose to EDA the intended future use of the Real Property or the tangible Personal Property for which the release is requested.

(i) A Recipient not intending to use the Real Property or tangible Personal Property for inherently religious activities following EDA's release will be required to execute a covenant of use. A covenant of use with respect to Real Property shall be recorded in the jurisdiction where the Real Property is located in accordance with §314.8. A covenant of use with respect to items of tangible Personal Property shall be perfected and recorded in accordance with applicable law, with continuances

re-filed as appropriate. *See* §314.9. A covenant of use shall (at a minimum) prohibit the use of the Real Property or the tangible Personal Property:

(A) For inherently religious activities in violation of applicable Federal law; and

(B) For any purpose that would violate the nondiscrimination requirements set forth in §302.20 of this chapter.

(ii) EDA may require a Recipient (or its successors in interest) who intends or foresees the use of Real Property or tangible Personal Property for inherently religious activities following the release of EDA's interest to compensate EDA for the Federal Share of such Property. EDA recommends that a Recipient who intends or foresees the use of Real Property or tangible Personal Property (including by successors of the Recipient) for inherently religious activities to contact EDA well in advance of requesting a release pursuant to this section.

## PART 315—TRADE ADJUSTMENT ASSISTANCE FOR FIRMS

### Subpart A—General Provisions

#### Sec.

- 315.1 Purpose and scope.
- 315.2 Definitions.
- 315.3 Confidential Business Information.
- 315.4 Eligible applicants.
- 315.5 TAAC scope, selection, evaluation and awards.
- 315.6 Firm eligibility for Adjustment Assistance.

### Subpart B—Certification of Firms

- 315.7 Certification requirements.
- 315.8 Processing petitions for certification.
- 315.9 Hearings.
- 315.10 Loss of certification benefits.
- 315.11 Appeals, final determinations and termination of certification.

### Subpart C—Protective Provisions

- 315.12 Recordkeeping.
- 315.13 Audit and examination.
- 315.14 Certifications.
- 315.15 Conflicts of interest.

### Subpart D—Adjustment Proposals

- 315.16 Adjustment proposal requirements.

# ATTACHMENT "B"

## POTENTIAL TRINITY ALPS BUSINESS PARK EDA GRANT LIABILITY FOR UNAUTHORIZED USES

A. Original Grant Amount

\$1,700,000

B. Interest Accrual Since 1991	2%	Annual Amount	Combined P&I
1		34,000	1,734,000
2		34680	1,768,680
3		35374	1,804,054
4		36081	1,840,135
5		36803	1,876,937
6		37539	1,914,476
7		38290	1,952,766
8		39055	1,991,821
9		39836	2,031,657
10		40633	2,072,291
11		41446	2,113,736
12		42275	2,156,011
13		43120	2,199,131
14		43983	2,243,114
15		44862	2,287,976
16		45760	2,333,736
17		46675	2,380,410
18		47608	2,428,019
19		48560	2,476,579
20		49532	2,526,111
21		50522	2,576,633
22		51533	2,628,165
23		52563	2,680,729
24		53615	2,734,343
25		54687	2,789,030
26		55781	2,844,811
27		56896	2,901,707
28		58034	2,959,741
29		59195	3,018,936
30		60379	3,079,315

ESTIMATED UNAUTHORIZED USE  
LIABILITY

\$ 3,079,315

## TRINITY COUNTY

### Item Report 5.7

Meeting Date: 7/20/2021

Department:  
Treasurer/Tax Collector

Contact:  
Terri Mc Brayer

Phone:  
530-623-1251

#### 5.7 Resolution: Discharge of Accountability for Delinquent Taxes on Unsecured Property

##### **Requested Action:**

Adopt a resolution ordering the Discharge of Accountability for delinquent taxes on Unsecured property.

##### **Fiscal Impact:**

Discharge of Accountability in the amount of \$187,601.28 of noncollectable delinquent Unsecured Taxes.

##### **Summary:**

This item is requesting the adoption of a Resolution ordering Discharge of Accountability on Unsecured Property Taxes that have been deemed noncollectable.

##### **Discussion:**

Unsecured Taxes are collected on the following: businesses; boats; aircrafts; and possessory interests (IE: mining claims; aircraft hangar; misc. leases). Unsecured taxes differ from secured taxes in that the taxes are due from the taxpayer and are not tied to real property. Delinquent mobile home taxes and supplemental taxes with change in ownership are also part of our delinquent collections. Inability to locate a taxpayer, or the death of a tax payer can render the tax impractical to collect.

Statutorily the Treasurer-Tax Collector is allowed to remove from the active collectible accounts, those unsecured assessments deemed no longer viably collectible and still delinquent after five or more years per Revenue and Taxation Code Section 2611.1.

The discharge procedure is not a write-off, but a reduction of our delinquent accounts on the tax roll and the amounts we are "charged" with collecting. Most importantly is that by simply discharging these accounts, it will NOT relieve the taxpayer of their liability. Our objective each year is to collect the Unsecured Tax in the year it is billed.

An account is not deemed non-collectible until after every reasonable way to collect on it have been exhausted and unsuccessful. The accounts included with this request are non-collectible. Additional reasons an account can be non-collectible are: the taxpayer is deceased; the assessed item is destroyed; or there has been a bankruptcy filed. Due to the nature of these accounts, no further collection activity can be performed by the department. Liens against individual taxpayers and/or businesses has been filed against all of these accounts. The lien will remain in effect for ten



years and can be re-filed before the ten-year deadline for another ten years.

We continue to use a variety of collection methods. All of which are successful, but labor intensive. Listed below are methods available to use.

1. Mail notices and conduct personal visits to the last known address.
2. Place ten-year liens
3. File delinquent vessel accounts with the DMV
4. Request summary judgments and issue writs of execution
5. Seize asset
6. Seize bank accounts
7. Using Franchise Tax Board, intercept and seize tax refunds and/ or lottery winnings
8. Use subscribed services to conduct additional in-depth searches for additional names and addresses

Some of the reasons that the collection efforts were unsuccessful are stated below:

1. Taxpayer has filed bankruptcy
2. Taxpayer may be deceased
3. Some assets may be invalid
4. The Statute of Limitations has run out on more aggressive collection proceedings.

If this resolution is approved it will result in additional time to allow our team to work on accounts that are collectible. The costs associated with collection efforts include, staff time of the Treasurer-Tax Collector's office; certified mailing charges, and delinquent billing costs, seizure and agency fees assessed.

**Alternatives Including Financial Implications:**

- 1.) Approve resolution as presented.
- 2.) Denying the resolution would result in the Tax Collector's office continuing to spend time and effort on accounts that are non-collectable.

**Departmental Recommendation:**

It is staff's recommendation to approve the requested resolution.

**ATTACHMENTS:**

Description

Revenue & Taxation Code 2611.1

Resolution 2020-21 Discharge of Accountability

ASMTS Eligible for Discharge of Accountability



## REVENUE AND TAXATION CODE - RTC

### **DIVISION 1. PROPERTY TAXATION [50 - 5911] ( Division 1 enacted by Stats. 1939, Ch. 154. )**

#### **PART 5. COLLECTION OF TAXES [2501 - 3205] ( Part 5 enacted by Stats. 1939, Ch. 154. )**

### **CHAPTER 2. Collection Generally [2601 - 2636] ( Chapter 2 enacted by Stats. 1939, Ch. 154. )**

**2611.1.** Any county department, officer, or employee charged by law with the collection of any county tax assessment, penalty or cost, license fees or money owing the county for any reason, that is due and payable, may file a verified application with the board of supervisors for a discharge from accountability for the collection of the tax assessment, penalty or cost, license fees or money owing the county for any reason in accordance with Sections 25257, 25258, 25259, and 25259.5 of the Government Code.

*(Amended by Stats. 2011, Ch. 352, Sec. 3. Effective January 1, 2012.)*

**RESOLUTION NO. 2021-XXX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY  
DISCHARGING ACCOUNTABILITY OF DELINQUENT TAXES ON UNSECURED PROERTY**

**WHEREAS**, the Treasurer-Tax Collector of the County of Trinity is charged by law with the collection of delinquent taxes on the unsecured property; and

**WHEREAS**, there are persons owing such unpaid taxes on unsecured property in amounts so small as to not justify the cost of collection or in which collection enforcement is impractical; and

**WHEREAS**, the Treasurer-Tax Collector of Trinity County has filed with the Board of Supervisors of Trinity County a verified application for a discharge from accountability for the collection of such taxes listing the names of the persons liable and the nature and amount of the sums to be discharged; and

**WHEREAS**, Revenue and Taxation Code section 2923 provides that any tax collector charged by law with the collection of any delinquent taxes on unsecured property may file a verified application with the Board of Supervisors for a discharge from accountability for the collection of the taxes, penalty, interest, and any other charge pertaining thereto, if the amount is so small as to not justify the cost of collection or collection enforcement is impractical; and

**WHEREAS**, Board of Supervisors of Trinity County is satisfied that the matters contained in the application are true and the amounts are so small as to not justify the cost of collection or collection enforcement is impractical.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Trinity, State of California, hereby orders that the Treasurer-Tax Collector of Trinity County is discharged from further accountability for the collection of amounts specified in the application dated July 20, 2021 attached hereto as "Exhibit A", and is authorized to close the books on those items;

**DULY PASSED AND ADOPTED** this 20<sup>th</sup> day of July, 2021 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES: Supervisors  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None

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JEREMY BROWN, CHAIRMAN  
Board of Supervisors  
County of Trinity  
State of California

ATTEST:

Clerk of the Board of Supervisors

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

County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
OWEN, BRENT	025-120-006-000	2008	J	140.42	14.04	0.00	154.46	□	_____
RODGERS CHRISTOPHER	800-000-049-000	2011	Y	27.76	2.77	0.00	30.53	□	_____
RODGERS CHRISTOPHER	800-000-049-000	2012	Y	30.74	3.07	0.00	33.81	□	_____
RODGERS CHRISTOPHER	800-000-049-000	2013	Y	30.41	3.04	0.00	33.45	□	_____
STEVENS ANDREA	800-000-050-000	2012	Y	30.80	3.08	0.00	33.88	□	_____
STEVENS ANDREA	800-000-050-000	2014	Y	33.57	3.35	0.00	36.92	□	_____
STEVENS ANDREA	800-000-050-000	2015	Y	33.63	3.36	0.00	36.99	□	_____
STEVENS ANDREA	800-000-050-000	2016	Y	33.44	3.34	0.00	36.78	□	_____
NORTHERN EXPOSURE REALSTAT IN	800-000-268-000	2010	Y	93.60	9.36	0.00	102.96	□	_____
NORTHERN EXPOSURE REALSTAT IN	800-000-268-000	2011	Y	113.22	11.32	0.00	124.54	□	_____
NORTHERN EXPOSURE REALSTAT IN	800-000-268-000	2012	Y	82.54	8.25	0.00	90.79	□	_____
NORTHERN EXPOSURE REALSTAT IN	800-000-268-000	2013	Y	60.91	6.09	0.00	67.00	□	_____
NORTHERN EXPOSURE REALSTAT IN	800-000-268-000	2014	Y	64.29	6.42	0.00	70.71	□	_____
NORTHERN EXPOSURE REALSTAT IN	800-000-268-000	2015	Y	42.69	4.26	0.00	46.95	□	_____
UMSTEAD RICHARD R	800-000-271-000	2016	Y	35.64	3.56	0.00	39.20	□	_____
ROBELEN WILLIAM	800-000-345-000	2014	Y	98.26	9.82	0.00	108.08	□	_____
ROBELEN WILLIAM	800-000-345-000	2015	Y	89.92	8.99	0.00	98.91	□	_____
DCA CABLEVISION	800-000-470-000	2006	Y	5,541.89	554.18	0.00	6,096.07	□	_____
DCA CABLEVISION	800-000-470-000	2007	Y	6,609.69	660.96	0.00	7,270.65	□	_____
DCA CABLEVISION	800-000-470-000	2008	Y	7,260.49	726.04	0.00	7,986.53	□	_____
RODGERS DAVID	800-000-521-000	2016	Y	25.12	2.51	0.00	27.63	□	_____
ALPERT ANTHONY	800-000-551-000	2016	Y	83.33	8.33	0.00	91.66	□	_____
CRAIG BRIAN	800-000-672-000	2016	Y	142.52	14.25	0.00	156.77	□	_____
ROLFF JAMES	800-000-877-000	2010	Y	111.11	11.11	0.00	122.22	□	_____
CAROLIN LEVI	800-000-886-000	2011	Y	134.36	13.43	0.00	147.79	□	_____
CAROLIN LEVI	800-000-886-000	2012	Y	148.78	14.87	0.00	163.65	□	_____
OFF DA GRID LLC	800-000-903-000	2009	Y	138.65	13.86	0.00	152.51	□	_____
OMEGA FOODS CORP	800-000-936-000	2009	Y	111.19	11.11	0.00	122.30	□	_____
OMEGA FOODS CORP	800-000-936-000	2010	Y	134.69	13.46	0.00	148.15	□	_____
OMEGA FOODS CORP	800-000-936-000	2011	Y	162.87	16.28	0.00	179.15	□	_____
OMEGA FOODS CORP	800-000-936-000	2012	Y	180.37	18.03	0.00	198.40	□	_____
OMEGA FOODS CORP	800-000-936-000	2013	Y	178.35	17.83	0.00	196.18	□	_____
R'TRINITY OUTPOST	800-001-142-000	2007	Y	110.75	11.07	0.00	121.82	□	_____
WILKERSON CHERYL J	800-001-500-000	2016	Y	25.12	2.51	0.00	27.63	□	_____
HARTMAN WILLIAM M	800-001-588-000	2016	Y	343.09	34.30	0.00	377.39	□	_____
YANG JALYNN	800-001-791-000	2016	Y	25.87	2.58	0.00	28.45	□	_____
PEDROTTI DARLA	800-001-794-000	2016	Y	25.12	2.51	0.00	27.63	□	_____
RICHARDS AARON	800-001-804-000	2016	Y	25.12	2.51	0.00	27.63	□	_____
COAHRAN TRACY	800-001-813-000	2016	Y	25.12	2.51	0.00	27.63	□	_____

County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
VANDERVELDT CHARLES	800-001-818-000	2016	Y	25.12	2.51	0.00	27.63	□	
DIAMOND IN THE ROUGH PROP REN	800-001-820-000	2016	Y	25.12	2.51	0.00	27.63	□	
ALPINE VITALITY CORPORATION	800-001-828-000	2016	Y	25.12	2.51	0.00	27.63	□	
NORCAL MEDICINAL GARDENS	800-001-832-000	2016	Y	25.12	2.51	0.00	27.63	□	
FARBSTEIN JESSICA	800-001-934-000	2016	Y	51.76	5.17	0.00	56.93	□	
NOREL POM NATURAL FOODS LLC	800-001-992-000	2015	Y	26.06	2.60	0.00	28.66	□	
NOREL POM NATURAL FOODS LLC	800-001-992-000	2016	Y	25.87	2.58	0.00	28.45	□	
WALKER ALISHA	800-002-002-000	2015	Y	25.26	2.52	0.00	27.78	□	
ARM & ALARM INC	800-002-004-000	2015	Y	25.26	2.52	0.00	27.78	□	
ARM & ALARM INC	800-002-004-000	2016	Y	25.12	2.51	0.00	27.63	□	
ALLEN RICHARD	800-901-785-000	2016	Y	25.12	2.51	0.00	27.63	□	
ALLEN RICHARD	800-901-787-000	2015	Y	25.26	2.52	0.00	27.78	□	
MONROE MARK	800-901-797-000	2015	Y	404.28	40.42	0.00	444.70	□	
DUANGMALAY THONG INH	800-901-802-000	2013	Y	134.40	13.44	0.00	147.84	□	
DUANGMALAY THONG INH	800-901-803-000	2014	Y	125.59	12.55	0.00	138.14	□	
DUANGMALAY THONG INH	800-901-804-000	2015	Y	113.70	11.37	0.00	125.07	□	
CANADIAN RESERVE, INC.	800-901-961-000	2010	Y	1,667.32	166.73	0.00	1,834.05	□	
CANADIAN RESERVE, INC.	800-901-962-000	2014	Y	1,196.68	119.66	0.00	1,316.34	□	
CANADIAN RESERVE, INC.	800-901-963-000	2012	Y	2,174.73	217.47	0.00	2,392.20	□	
CANADIAN RESERVE, INC.	800-901-964-000	2008	Y	1,427.10	142.71	0.00	1,569.81	□	
CANADIAN RESERVE, INC.	800-901-965-000	2007	Y	1,450.80	145.08	0.00	1,595.88	□	
CANADIAN RESERVE, INC.	800-901-966-000	2013	Y	2,351.09	235.10	0.00	2,586.19	□	
CANADIAN RESERVE, INC.	800-901-967-000	2011	Y	1,978.04	197.80	0.00	2,175.84	□	
ZIEGLER, LEROY A.	800-901-973-000	2009	Y	22.20	2.22	0.00	24.42	□	
ZIEGLER, LEROY A.	800-901-974-000	2011	Y	32.50	3.25	0.00	35.75	□	
WILSON, DARCY A.	800-901-977-000	2013	Y	381.73	38.17	0.00	419.90	□	
GREENE, JAMES & JEANNE	800-901-988-000	2009	Y	254.58	25.45	0.00	280.03	□	
GREENE, JAMES & JEANNE	800-901-989-000	2015	Y	134.16	13.41	0.00	147.57	□	
GREENE, JAMES & JEANNE	800-901-990-000	2010	Y	308.34	30.83	0.00	339.17	□	
GREENE, JAMES & JEANNE	800-901-991-000	2014	Y	159.85	15.98	0.00	175.83	□	
GREENE, JAMES & JEANNE	800-901-993-000	2012	Y	158.49	15.84	0.00	174.33	□	
GREENE, JAMES & JEANNE	800-901-994-000	2008	Y	210.97	21.09	0.00	232.06	□	
GREENE, JAMES & JEANNE	800-901-995-000	2013	Y	182.77	18.27	0.00	201.04	□	
GREENE, JAMES & JEANNE	800-901-996-000	2011	Y	372.85	37.28	0.00	410.13	□	
SANFORD, TAMARA	800-901-998-000	2010	Y	77.26	7.72	0.00	84.98	□	
SANFORD, TAMARA	800-901-999-000	2011	Y	93.45	9.34	0.00	102.79	□	
WILTSE, JIM	800-902-015-000	2012	Y	445.54	44.55	0.00	490.09	□	
WEINZINGER, WENDY	800-902-017-000	2006	Y	121.88	12.18	0.00	134.06	□	
LETCHER, CRAIG A.	800-902-018-000	2010	Y	482.31	48.23	0.00	530.54	□	

**County of TRINITY**  
**ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY**

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
WILKERSON, CHERYL J	800-902-020-000	2015	Y	25.26	2.52	0.00	27.78	□	_____
WILKERSON, CHERYL J	800-902-021-000	2014	Y	25.22	2.52	0.00	27.74	□	_____
WILKERSON, CHERYL J	800-902-022-000	2010	Y	262.44	26.24	0.00	288.68	□	_____
BARCELLOS LARRY	800-902-025-000	2016	Y	25.12	2.51	0.00	27.63	□	_____
GRITSCH, JOSEPH R	800-902-033-000	2010	Y	42.62	4.26	0.00	46.88	□	_____
GRITSCH, JOSEPH R	800-902-034-000	2012	Y	23.19	2.31	0.00	25.50	□	_____
HENRIKSON, REGGIE D	800-902-035-000	2009	Y	216.29	21.62	0.00	237.91	□	_____
HENRIKSON, REGGIE D	800-902-036-000	2012	Y	115.40	11.54	0.00	126.94	□	_____
HENRIKSON, REGGIE D	800-902-037-000	2013	Y	104.61	10.46	0.00	115.07	□	_____
UMSTEAD, RICHARD R	800-902-045-000	2015	Y	42.08	4.20	0.00	46.28	□	_____
UMSTEAD, RICHARD R	800-902-046-000	2014	Y	46.26	4.62	0.00	50.88	□	_____
UMSTEAD, RICHARD R	800-902-047-000	2013	Y	48.88	4.88	0.00	53.76	□	_____
WOLVERTON, KENNETH E	800-902-048-000	2007	Y	153.60	15.36	0.00	168.96	□	_____
WOLVERTON, KENNETH E	800-902-049-000	2006	Y	127.49	12.74	0.00	140.23	□	_____
WOLVERTON, KENNETH E	800-902-050-000	2008	Y	185.66	18.56	0.00	204.22	□	_____
TAYLOR, JEFF	800-902-051-000	2009	Y	216.67	21.66	0.00	238.33	□	_____
TAYLOR, JEFF	800-902-052-000	2010	Y	262.44	26.24	0.00	288.68	□	_____
TAYLOR, JEFF	800-902-053-000	2012	Y	137.39	13.73	0.00	151.12	□	_____
TAYLOR, JEFF	800-902-054-000	2007	Y	147.72	14.77	0.00	162.49	□	_____
TAYLOR, JEFF	800-902-055-000	2006	Y	121.88	12.18	0.00	134.06	□	_____
TAYLOR, JEFF	800-902-056-000	2008	Y	179.62	17.96	0.00	197.58	□	_____
TAYLOR, JEFF	800-902-057-000	2011	Y	317.37	31.73	0.00	349.10	□	_____
STORTZ, BARBARA	800-902-058-000	2005	Y	48.55	4.85	0.00	53.40	□	_____
STORTZ, BARBARA	800-902-059-000	2007	Y	147.72	14.77	0.00	162.49	□	_____
STORTZ, BARBARA	800-902-060-000	2006	Y	121.88	12.18	0.00	134.06	□	_____
AVERY, RONALD J	800-902-061-000	2007	Y	162.49	16.24	0.00	178.73	□	_____
MOWLES, THOMAS	800-902-064-000	2009	Y	237.91	23.79	0.00	261.70	□	_____
MOWLES, THOMAS	800-902-065-000	2010	Y	288.15	28.81	0.00	316.96	□	_____
MOWLES, THOMAS	800-902-066-000	2007	Y	162.15	16.21	0.00	178.36	□	_____
MOWLES, THOMAS	800-902-067-000	2006	Y	133.58	13.35	0.00	146.93	□	_____
MOWLES, THOMAS	800-902-068-000	2008	Y	197.15	19.71	0.00	216.86	□	_____
MOWLES, THOMAS	800-902-069-000	2011	Y	348.43	34.84	0.00	383.27	□	_____
SOVICK, JOHN L	800-902-072-000	2010	Y	22.94	2.29	0.00	25.23	□	_____
SCOTT, GREG	800-902-073-000	2014	Y	25.22	2.52	0.00	27.74	□	_____
COUCH, WILMER JR	800-902-074-000	2010	Y	22.26	2.22	0.00	24.48	□	_____
COUCH, WILMER JR	800-902-075-000	2011	Y	26.92	2.69	0.00	29.61	□	_____
CRAIG, BRIAN	800-902-077-000	2015	Y	144.81	14.48	0.00	159.29	□	_____
KING-LEAK, VIRGINA	800-902-080-000	2009	Y	41.91	4.19	0.00	46.10	□	_____
KING-LEAK, VIRGINA	800-902-081-000	2007	Y	28.84	2.88	0.00	31.72	□	_____

County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
KING-LEAK, VIRGINA	800-902-082-000	2008	Y	34.86	3.48	0.00	38.34	□	_____
YANG, MINHO	800-902-084-000	2007	Y	342.04	34.20	0.00	376.24	□	_____
YANG, MINHO	800-902-085-000	2008	Y	368.23	36.82	0.00	405.05	□	_____
SMITH, THOMAS F	800-902-086-000	2014	Y	177.27	17.72	0.00	194.99	□	_____
FAULKNER, SUNNI R	800-902-087-000	2006	Y	127.49	12.74	0.00	140.23	□	_____
ALPERT, ANTHONY	800-902-093-000	2009	Y	62.63	6.26	0.00	68.89	□	_____
ALPERT, ANTHONY	800-902-095-000	2014	Y	25.22	2.52	0.00	27.74	□	_____
ALPERT, ANTHONY	800-902-096-000	2010	Y	75.85	7.58	0.00	83.43	□	_____
ALPERT, ANTHONY	800-902-097-000	2007	Y	64.50	6.45	0.00	70.95	□	_____
LEACH, TERRI L	800-902-099-000	2008	Y	884.51	88.45	0.00	972.96	□	_____
BARCELLOS LARRY	800-902-101-000	2016	Y	25.12	2.51	0.00	27.63	□	_____
BEACH, REBECCA E	800-902-104-000	2009	Y	22.91	2.29	0.00	25.20	□	_____
MC DONNELL, PHILIP A	800-902-105-000	2007	Y	110.98	11.09	0.00	122.07	□	_____
RIGGS, ANGELA	800-902-119-000	2015	Y	26.06	2.60	0.00	28.66	□	_____
RIGGS, ANGELA	800-902-120-000	2013	Y	25.90	2.59	0.00	28.49	□	_____
STEELE, MARK	800-902-127-000	2008	Y	111.53	11.15	0.00	122.68	□	_____
WATERMAN, LOREN	800-902-129-000	2012	Y	50.70	5.07	0.00	55.77	□	_____
WATERMAN, LOREN	800-902-130-000	2011	Y	74.76	7.47	0.00	82.23	□	_____
WATERMAN, LOREN	800-902-131-000	2013	Y	55.05	5.50	0.00	60.55	□	_____
HEAVEN, MARIIEH	800-902-137-000	2009	Y	111.19	11.11	0.00	122.30	□	_____
HEAVEN, MARIIEH	800-902-138-000	2010	Y	134.69	13.46	0.00	148.15	□	_____
MORTGAGE EQUITY CONV TST	800-902-340-000	2015	Y	397.18	39.70	20.00	456.88	□	_____
MILLER, FRED DANIEL	800-902-341-000	2010	Y	768.84	0.00	0.00	768.84	□	_____
HSBC BANK USA NA	800-902-342-000	2015	Y	33.20	3.32	20.00	56.52	□	_____
MARTINEZ, RUBEN & BRENDA	800-902-428-000	2014	Y	25.22	2.52	0.00	27.74	□	_____
MARTINEZ, RUBEN & BRENDA	800-902-429-000	2015	Y	25.26	2.52	0.00	27.78	□	_____
MARTINEZ, RUBEN & BRENDA	800-902-431-000	2011	Y	720.40	72.04	0.00	792.44	□	_____
GREGG, LYLE T.	800-902-443-000	2012	Y	48.71	4.87	0.00	53.58	□	_____
MARBEROX, A GEN. PARTNERSHIP	800-902-445-000	2000	Y	2,014.23	201.42	0.00	2,215.65	□	_____
FRANKLIN, ANDREW	800-902-455-000	2011	Y	317.37	31.73	0.00	349.10	□	_____
CARPENTER, WALTER & JOEY	800-902-468-000	2012	Y	51.10	5.11	0.00	56.21	□	_____
CARPENTER, WALTER & JOEY	800-902-469-000	2000	Y	575.74	57.57	0.00	633.31	□	_____
CARPENTER, WALTER & JOEY	800-902-470-000	2013	Y	56.04	5.60	0.00	61.64	□	_____
GRITSCH,JOSEPH R.& REFEISS,J.	800-902-484-000	1995	Y	401.87	40.18	0.00	442.05	□	_____
GRITSCH, JOSEPH R.& REFEISS J	800-902-485-000	1996	Y	478.85	47.88	0.00	526.73	□	_____
GRITSCH, JOSEPH R.& REFEISS J	800-902-486-000	1998	Y	515.46	51.54	0.00	567.00	□	_____
GRITSCH, JOSEPH R.& REFEISS J	800-902-487-000	1999	Y	520.61	52.06	0.00	572.67	□	_____
GRITSCH, JOSEPH R.& REFEISS J	800-902-488-000	1999	Y	46.39	4.63	0.00	51.02	□	_____
GRITSCH, JOSEPH R.& REFEISS J	800-902-489-000	1997	Y	468.60	46.86	0.00	515.46	□	_____

County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
GRITSCH, JOSEPH R. & REFEISS J	800-902-490-000	2000	Y	686.07	68.60	0.00	754.67	□	_____
STRINGALL, RICHARD	800-902-494-000	1996	Y	30.00	3.00	0.00	33.00	□	_____
STRINGALL, RICHARD	800-902-495-000	1998	Y	30.00	3.00	0.00	33.00	□	_____
STRINGALL, RICHARD	800-902-496-000	1999	Y	30.00	3.00	0.00	33.00	□	_____
STRINGALL, RICHARD	800-902-497-000	1997	Y	30.00	3.00	0.00	33.00	□	_____
STRINGALL, RICHARD	800-902-502-000	1995	Y	98.91	9.89	0.00	108.80	□	_____
STRINGALL, RICHARD	800-902-503-000	1996	Y	79.20	7.92	0.00	87.12	□	_____
STRINGALL, RICHARD	800-902-504-000	1998	Y	79.20	7.92	0.00	87.12	□	_____
STRINGALL, RICHARD	800-902-505-000	1999	Y	79.20	7.92	0.00	87.12	□	_____
STRINGALL, RICHARD	800-902-506-000	1997	Y	79.20	7.92	0.00	87.12	□	_____
HARTMAN, WILLIAM M.	800-902-521-000	2015	Y	386.28	38.62	0.00	424.90	□	_____
CARPENTER, WALTER & JOEY	800-902-525-000	1999	Y	193.50	19.35	0.00	212.85	□	_____
OLSEN, SUSAN	800-902-529-000	1997	Y	343.64	34.36	0.00	378.00	□	_____
CANADIAN RESERVE, INC.	800-902-530-000	2009	Y	1,410.19	141.01	0.00	1,551.20	□	_____
GOODMAN ADAM ETAL	807-000-070-000	2011	Y	148.04	14.80	0.00	162.84	□	_____
GOODMAN ADAM ETAL	807-000-070-000	2012	Y	149.02	14.90	0.00	163.92	□	_____
GOODMAN ADAM ETAL	807-000-071-000	2011	Y	222.06	22.20	0.00	244.26	□	_____
GOODMAN ADAM ETAL	807-000-071-000	2012	Y	223.54	22.35	0.00	245.89	□	_____
GOODMAN ADAM ETAL	807-000-072-000	2011	Y	222.06	22.20	0.00	244.26	□	_____
GOODMAN ADAM ETAL	807-000-072-000	2012	Y	223.54	22.35	0.00	245.89	□	_____
GOODMAN ADAM ETAL	807-000-073-000	2011	Y	222.06	22.20	0.00	244.26	□	_____
GOODMAN ADAM ETAL	807-000-073-000	2012	Y	223.54	22.35	0.00	245.89	□	_____
GOODMAN ADAM ETAL	807-000-074-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
GOODMAN ADAM ETAL	807-000-074-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
DAVIS RANDY ETAL	807-000-122-000	2013	Y	36.85	3.68	0.00	40.53	□	_____
NEW MILLENNIUM MINING/CO LLC	807-000-163-000	2015	Y	161.06	16.10	0.00	177.16	□	_____
REIFEISS JAMES R	807-000-188-000	2016	Y	76.41	7.64	0.00	84.05	□	_____
PETERSON LELAND G	807-000-208-000	2016	Y	32.41	3.24	0.00	35.65	□	_____
NOBLE MARK	807-000-289-000	2015	Y	77.21	7.72	0.00	84.93	□	_____
HAIDUCK ROBERT	807-000-347-000	2011	Y	37.00	3.70	0.00	40.70	□	_____
HAIDUCK ROBERT	807-000-347-000	2012	Y	37.25	3.72	0.00	40.97	□	_____
HAIDUCK ROBERT	807-000-347-000	2013	Y	36.85	3.68	0.00	40.53	□	_____
CANADIAN RESERVE INC	807-000-471-000	2007	Y	195.67	19.56	0.00	215.23	□	_____
CANADIAN RESERVE INC	807-000-471-000	2008	Y	196.63	19.66	0.00	216.29	□	_____
CANADIAN RESERVE INC	807-000-471-000	2009	Y	189.04	18.90	0.00	207.94	□	_____
CANADIAN RESERVE INC	807-000-471-000	2010	Y	171.77	17.17	0.00	188.94	□	_____
ANDERSEN SCOTT	807-000-578-000	2015	Y	26.58	2.65	0.00	29.23	□	_____
MARTIN CINDY	807-000-598-000	2015	Y	22.37	2.23	0.00	24.60	□	_____
FONTENOT BRANDON	807-000-616-000	2016	Y	22.68	2.26	0.00	24.94	□	_____



County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
OLIVER WILLIAM	807-000-657-000	2016	Y	23.43	2.34	0.00	25.77	□	_____
DOUGHERTY WILLIAM J	807-000-666-000	2016	Y	25.44	2.54	0.00	27.98	□	_____
HAIDUCK ROBERT ETAL	807-000-706-000	2011	Y	55.51	5.55	0.00	61.06	□	_____
HAIDUCK ROBERT ETAL	807-000-706-000	2012	Y	55.88	5.58	0.00	61.46	□	_____
HAIDUCK ROBERT ETAL	807-000-706-000	2013	Y	55.28	5.52	0.00	60.80	□	_____
HAIDUCK ROBERT ETAL	807-000-707-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
HAIDUCK ROBERT ETAL	807-000-707-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
HAIDUCK ROBERT ETAL	807-000-707-000	2013	Y	73.71	7.37	0.00	81.08	□	_____
MEDLEY SHAWN	807-000-765-000	2010	Y	21.21	2.12	0.00	23.33	□	_____
BEAN VALERY L ETAL	807-000-922-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
BEAN VALERY L ETAL	807-000-922-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
BEAN VALERY L ETAL	807-000-922-000	2013	Y	73.71	7.37	0.00	81.08	□	_____
HAIDUCK HELEN ETAL	807-001-021-000	2011	Y	37.00	3.70	0.00	40.70	□	_____
HAIDUCK HELEN ETAL	807-001-021-000	2012	Y	37.25	3.72	0.00	40.97	□	_____
HAIDUCK HELEN ETAL	807-001-021-000	2013	Y	36.85	3.68	0.00	40.53	□	_____
HAIDUCK HELEN ETAL	807-001-022-000	2011	Y	37.00	3.70	0.00	40.70	□	_____
HAIDUCK HELEN ETAL	807-001-022-000	2012	Y	37.25	3.72	0.00	40.97	□	_____
HAIDUCK HELEN ETAL	807-001-022-000	2013	Y	36.85	3.68	0.00	40.53	□	_____
HAIDUCK HELEN ETAL	807-001-023-000	2011	Y	37.00	3.70	0.00	40.70	□	_____
HAIDUCK HELEN ETAL	807-001-023-000	2012	Y	37.25	3.72	0.00	40.97	□	_____
HAIDUCK HELEN ETAL	807-001-023-000	2013	Y	36.85	3.68	0.00	40.53	□	_____
HAIDUCK HELEN ETAL	807-001-024-000	2011	Y	37.00	3.70	0.00	40.70	□	_____
HAIDUCK HELEN ETAL	807-001-024-000	2012	Y	37.25	3.72	0.00	40.97	□	_____
HAIDUCK HELEN ETAL	807-001-024-000	2013	Y	36.85	3.68	0.00	40.53	□	_____
FREEMAN JEFFREY ETAL	807-001-025-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
FREEMAN JEFFREY ETAL	807-001-025-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
FREEMAN JEFFREY ETAL	807-001-025-000	2013	Y	73.71	7.37	0.00	81.08	□	_____
FREEMAN JEFFREY ETAL	807-001-025-000	2015	Y	49.26	4.92	0.00	54.18	□	_____
FISH ROBERT J	807-001-031-000	2011	Y	27.75	2.77	0.00	30.52	□	_____
HANKINS LIVING TRUST ETAL	807-001-143-000	2009	Y	46.82	4.68	0.00	51.50	□	_____
HAIDUCK ROBERT	807-001-169-000	2011	Y	27.75	2.77	0.00	30.52	□	_____
HAIDUCK ROBERT	807-001-169-000	2012	Y	27.93	2.79	0.00	30.72	□	_____
HAIDUCK ROBERT	807-001-169-000	2013	Y	27.63	2.76	0.00	30.39	□	_____
GOODMAN ADAM ETAL	807-001-213-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
GOODMAN ADAM ETAL	807-001-213-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
GOODMAN ADAM ETAL	807-001-214-000	2011	Y	222.06	22.20	0.00	244.26	□	_____
GOODMAN ADAM ETAL	807-001-214-000	2012	Y	223.54	22.35	0.00	245.89	□	_____
GOODMAN ADAM ETAL	807-001-215-000	2011	Y	148.04	14.80	0.00	162.84	□	_____
GOODMAN ADAM ETAL	807-001-215-000	2012	Y	149.02	14.90	0.00	163.92	□	_____

County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
GOODMAN ADAM ETAL	807-001-216-000	2011	Y	222.06	22.20	0.00	244.26	□	_____
GOODMAN ADAM ETAL	807-001-216-000	2012	Y	223.54	22.35	0.00	245.89	□	_____
GOODMAN ADAM ETAL	807-001-217-000	2011	Y	148.04	14.80	0.00	162.84	□	_____
GOODMAN ADAM ETAL	807-001-217-000	2012	Y	149.02	14.90	0.00	163.92	□	_____
DAVIS, WILLIAM C	807-902-153-000	2006	Y	46.82	4.68	0.00	51.50	□	_____
KAPLAN, ROGER P	807-902-154-000	2007	Y	48.32	4.83	0.00	53.15	□	_____
HAIDUCK, ROBERT	807-902-155-000	2009	Y	46.82	4.68	0.00	51.50	□	_____
HAIDUCK, ROBERT	807-902-156-000	2010	Y	42.42	4.24	0.00	46.66	□	_____
ODOM, ROBIN C	807-902-187-000	2009	Y	46.82	4.68	0.00	51.50	□	_____
AHMED, MO	807-902-188-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
AHMED, MO	807-902-189-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
AHMED, MO	807-902-190-000	2013	Y	73.71	7.37	0.00	81.08	□	_____
HAIDUCK, ROBERT	807-902-191-000	2009	Y	35.11	3.51	0.00	38.62	□	_____
HAIDUCK, ROBERT	807-902-192-000	2010	Y	31.81	3.18	0.00	34.99	□	_____
FREEMAN, JEFFREY B ETAL	807-902-196-000	2015	Y	81.21	8.12	0.00	89.33	□	_____
FREEMAN, JEFFREY B ETAL	807-902-197-000	2011	Y	148.04	14.80	0.00	162.84	□	_____
FREEMAN, JEFFREY B ETAL	807-902-198-000	2010	Y	169.69	16.96	0.00	186.65	□	_____
TEW, NOLAN	807-902-199-000	2009	Y	23.41	2.34	0.00	25.75	□	_____
TEW, NOLAN	807-902-200-000	2008	Y	22.25	2.22	0.00	24.47	□	_____
SMITH, RODNEY	807-902-201-000	2010	Y	21.21	2.12	0.00	23.33	□	_____
HAIDUCK, ROBERT ETAL	807-902-202-000	2009	Y	46.82	4.68	0.00	51.50	□	_____
HAIDUCK, ROBERT	807-902-203-000	2009	Y	140.46	14.04	0.00	154.50	□	_____
HAIDUCK, ROBERT ETAL	807-902-204-000	2009	Y	93.64	9.36	0.00	103.00	□	_____
HAIDUCK, ROBERT ETAL	807-902-205-000	2010	Y	84.84	8.48	0.00	93.32	□	_____
BROWN, DOUGLAS	807-902-206-000	2009	Y	23.41	2.34	0.00	25.75	□	_____
WERNER, JACK ETAL	807-902-207-000	2009	Y	23.41	2.34	0.00	25.75	□	_____
HAIDUCK, ROBERT ETAL	807-902-209-000	2009	Y	70.23	7.02	0.00	77.25	□	_____
HAIDUCK, ROBERT ETAL	807-902-210-000	2010	Y	63.63	6.36	0.00	69.99	□	_____
HAIDUCK, ROBERT ETAL	807-902-214-000	2009	Y	93.64	9.36	0.00	103.00	□	_____
HAIDUCK, ROBERT ETAL	807-902-215-000	2010	Y	84.84	8.48	0.00	93.32	□	_____
HAIDUCK, ROBERT ETAL	807-902-219-000	2009	Y	46.82	4.68	0.00	51.50	□	_____
HAIDUCK, ROBERT ETAL	807-902-220-000	2009	Y	70.23	7.02	0.00	77.25	□	_____
HAIDUCK, ROBERT ETAL	807-902-221-000	2010	Y	63.63	6.36	0.00	69.99	□	_____
LINDSEY, KEITH	807-902-222-000	2010	Y	21.21	2.12	0.00	23.33	□	_____
BROWN, DOUGLAS ETAL	807-902-223-000	2009	Y	46.82	4.68	0.00	51.50	□	_____
BROWN, DOUGLAS ETAL	807-902-224-000	2010	Y	42.42	4.24	0.00	46.66	□	_____
HAIDUCK, ROBERT ETAL	807-902-225-000	2009	Y	46.82	4.68	0.00	51.50	□	_____
HAIDUCK, ROBERT ETAL	807-902-226-000	2010	Y	42.42	4.24	0.00	46.66	□	_____
HAIDUCK, ROBERT ETAL	807-902-227-000	2009	Y	46.82	4.68	0.00	51.50	□	_____

County of TRINITY  
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Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
HAIIDUCK, ROBERT ETAL	807-902-228-000	2010	Y	42.42	4.24	0.00	46.66	□	_____
MEDLEY, SHAWN T	807-902-229-000	2010	Y	21.21	2.12	0.00	23.33	□	_____
CLARK, KELLY	807-902-230-000	2010	Y	40.91	4.09	0.00	45.00	□	_____
MEDLEY, SHAWN T	807-902-231-000	2010	Y	21.21	2.12	0.00	23.33	□	_____
AUBERT, J ETAL	807-902-232-000	2010	Y	31.81	3.18	0.00	34.99	□	_____
AUBERT, JAMES	807-902-233-000	2010	Y	26.51	2.65	0.00	29.16	□	_____
AUBERT, J ETAL	807-902-234-000	2010	Y	45.08	4.50	0.00	49.58	□	_____
AUBERT, J ETAL	807-902-235-000	2010	Y	84.84	8.48	0.00	93.32	□	_____
LANKFORD, JOHN F	807-902-236-000	2010	Y	42.42	4.24	0.00	46.66	□	_____
MC COY MONTY ETAL	807-902-238-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
MC COY MONTY ETAL	807-902-239-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
MC COY MONTY ETAL	807-902-240-000	2013	Y	73.71	7.37	0.00	81.08	□	_____
MC COY MONTY ETAL	807-902-241-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
MC COY MONTY ETAL	807-902-242-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
MC COY MONTY ETAL	807-902-243-000	2013	Y	73.71	7.37	0.00	81.08	□	_____
MC COY MONTY ETAL	807-902-244-000	2012	Y	74.16	7.41	0.00	81.57	□	_____
MC COY MONTY ETAL	807-902-245-000	2011	Y	73.67	7.36	0.00	81.03	□	_____
MC COY MONTY ETAL	807-902-246-000	2013	Y	73.37	7.33	0.00	80.70	□	_____
MC COY MONTY ETAL	807-902-247-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
MC COY MONTY ETAL	807-902-248-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
MC COY MONTY ETAL	807-902-249-000	2013	Y	73.71	7.37	0.00	81.08	□	_____
MC COY MONTY ETAL	807-902-250-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
MC COY MONTY ETAL	807-902-251-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
MC COY MONTY ETAL	807-902-252-000	2013	Y	73.71	7.37	0.00	81.08	□	_____
MC COY MONTY ETAL	807-902-253-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
MC COY MONTY ETAL	807-902-254-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
MC COY MONTY ETAL	807-902-255-000	2013	Y	73.71	7.37	0.00	81.08	□	_____
MC COY MONTY ETAL	807-902-256-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
MC COY MONTY ETAL	807-902-257-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
MC COY MONTY ETAL	807-902-258-000	2013	Y	73.71	7.37	0.00	81.08	□	_____
MC COY MONTY ETAL	807-902-259-000	2012	Y	74.27	7.42	0.00	81.69	□	_____
MC COY MONTY ETAL	807-902-260-000	2011	Y	73.78	7.37	0.00	81.15	□	_____
MC COY MONTY ETAL	807-902-261-000	2013	Y	73.48	7.34	0.00	80.82	□	_____
MC COY MONTY ETAL	807-902-262-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
MC COY MONTY ETAL	807-902-263-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
MC COY MONTY ETAL	807-902-264-000	2013	Y	73.71	7.37	0.00	81.08	□	_____
MC COY MONTY ETAL	807-902-265-000	2012	Y	74.50	7.45	0.00	81.95	□	_____
MC COY MONTY ETAL	807-902-266-000	2011	Y	74.01	7.40	0.00	81.41	□	_____
MC COY MONTY ETAL	807-902-267-000	2013	Y	73.71	7.37	0.00	81.08	□	_____

County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
MC COY MONTY ETAL	807-902-268-000	2012	Y	74.50	7.45	0.00	81.95	□	
MC COY MONTY ETAL	807-902-269-000	2011	Y	74.01	7.40	0.00	81.41	□	
MC COY MONTY ETAL	807-902-270-000	2013	Y	73.71	7.37	0.00	81.08	□	
MC COY MONTY ETAL	807-902-271-000	2012	Y	74.50	7.45	0.00	81.95	□	
MC COY MONTY ETAL	807-902-272-000	2011	Y	74.01	7.40	0.00	81.41	□	
MC COY MONTY ETAL	807-902-273-000	2013	Y	73.71	7.37	0.00	81.08	□	
MC COY MONTY ETAL	807-902-274-000	2012	Y	74.50	7.45	0.00	81.95	□	
MC COY MONTY ETAL	807-902-275-000	2011	Y	74.01	7.40	0.00	81.41	□	
MC COY MONTY ETAL	807-902-276-000	2013	Y	73.71	7.37	0.00	81.08	□	
MC COY MONTY ETAL	807-902-277-000	2012	Y	74.50	7.45	0.00	81.95	□	
MC COY MONTY ETAL	807-902-278-000	2011	Y	74.01	7.40	0.00	81.41	□	
MC COY MONTY ETAL	807-902-279-000	2012	Y	78.58	7.85	0.00	86.43	□	
MC COY MONTY ETAL	807-902-280-000	2011	Y	78.08	7.80	0.00	85.88	□	
MC COY MONTY ETAL	807-902-281-000	2013	Y	78.37	7.83	0.00	86.20	□	
MC COY MONTY ETAL	807-902-298-000	2012	Y	74.20	7.42	0.00	81.62	□	
MC COY MONTY ETAL	807-902-299-000	2011	Y	73.71	7.37	0.00	81.08	□	
MC COY MONTY ETAL	807-902-300-000	2013	Y	73.41	7.34	0.00	80.75	□	
MC COY MONTY ETAL	807-902-301-000	2012	Y	74.50	7.45	0.00	81.95	□	
MC COY MONTY ETAL	807-902-302-000	2011	Y	74.01	7.40	0.00	81.41	□	
MC COY MONTY ETAL	807-902-303-000	2012	Y	74.24	7.42	0.00	81.66	□	
MC COY MONTY ETAL	807-902-304-000	2011	Y	73.75	7.37	0.00	81.12	□	
SONDROL, WESTON	807-902-328-000	2010	Y	31.81	3.18	0.00	34.99	□	
SONDROL, WESTON	807-902-329-000	2012	Y	27.93	2.79	0.00	30.72	□	
SONDROL, WESTON	807-902-330-000	2011	Y	27.75	2.77	0.00	30.52	□	
SONDROL, WESTON	807-902-331-000	2013	Y	27.63	2.76	0.00	30.39	□	
MORRISON, DAN	807-902-718-000	2009	Y	23.41	2.34	0.00	25.75	□	
MORRISON, DAN	807-902-719-000	2009	Y	23.41	2.34	0.00	25.75	□	
MORRISON, DAN	807-902-720-000	2009	Y	33.94	3.39	0.00	37.33	□	
SULLIVAN, DENNIS ETAL	807-902-721-000	2009	Y	35.11	3.51	0.00	38.62	□	
SULLIVAN, DENNIS ETALS	807-902-722-000	2009	Y	40.96	4.09	0.00	45.05	□	
RHODES, RITA	811-902-682-000	2009	Y	113.44	11.34	0.00	124.78	□	
BRUNKAL, A.L. ETALS	811-902-686-000	2007	Y	20.83	2.08	0.00	22.91	□	
BOSIO, RICHARD J.	811-902-687-000	1996	Y	632.56	63.25	0.00	695.81	□	
BOSIO, RICHARD J.	811-902-688-000	1997	Y	645.21	64.52	0.00	709.73	□	
BOSIO, RICHARD J.	811-902-689-000	1998	Y	658.10	65.81	0.00	723.91	□	
BOSIO, RICHARD J.	811-902-690-000	2002	Y	711.29	71.12	0.00	782.41	□	
BOSIO, RICHARD J &	811-902-691-000	2003	Y	732.27	73.22	0.00	805.49	□	
BOSIO, RICHARD J &	811-902-692-000	2004	Y	744.10	74.41	0.00	818.51	□	
BOSIO, RICHARD J	811-902-693-000	2005	Y	757.19	75.71	0.00	832.90	□	

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Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
BOSIO, RICHARD J	811-902-694-000	2009	Y	823.32	82.33	0.00	905.65	□	_____
BOSIO, RICHARD J	811-902-695-000	2006	Y	771.68	77.16	0.00	848.84	□	_____
BOSIO, RICHARD J	811-902-696-000	2007	Y	789.60	78.96	0.00	868.56	□	_____
BOSIO, RICHARD J	811-902-697-000	2008	Y	809.34	80.93	0.00	890.27	□	_____
BOSIO, RICHARD J	811-902-698-000	2010	Y	822.18	82.21	0.00	904.39	□	_____
BOSIO, RICHARD J	811-902-699-000	2012	Y	852.16	85.21	0.00	937.37	□	_____
BOSIO RICHARD J	811-902-700-000	2016	Y	894.26	89.42	0.00	983.68	□	_____
BOSIO, RICHARD J	811-902-701-000	2015	Y	885.75	88.57	0.00	974.32	□	_____
BOSIO, RICHARD J	811-902-702-000	2011	Y	829.96	82.99	0.00	912.95	□	_____
BOSIO, RICHARD J	811-902-703-000	2013	Y	859.95	85.99	0.00	945.94	□	_____
SCAMAN, ALESA	811-902-709-000	2001	Y	145.00	14.50	0.00	159.50	□	_____
RANDOLPH, VICTORIA	811-902-712-000	2009	Y	27.21	2.72	0.00	29.93	□	_____
PENNINGTON PARK INC	830-000-478-000	2006	Y	46.67	4.66	0.00	51.33	□	_____
WOODS DANA M	830-000-622-000	2011	Y	47.24	4.72	0.00	51.96	□	_____
WOODS DANA M	830-000-622-000	2012	Y	47.55	4.75	0.00	52.30	□	_____
WOODS DANA M	830-000-622-000	2013	Y	45.63	4.56	0.00	50.19	□	_____
WOODS DANA M	830-000-622-000	2014	Y	42.58	4.25	0.00	46.83	□	_____
SCHWEDER BRYAN R	830-001-164-000	2011	Y	21.19	2.11	0.00	23.30	□	_____
SCHWEDER BRYAN R	830-001-164-000	2012	Y	21.34	2.13	0.00	23.47	□	_____
SCHWEDER BRYAN R	830-001-164-000	2013	Y	20.47	2.04	0.00	22.51	□	_____
WRIGHT TIMOTHY D	830-001-423-000	2016	Y	149.35	14.93	0.00	164.28	□	_____
WILLIS ROBERT J III	830-001-689-000	2014	Y	29.29	2.92	0.00	32.21	□	_____
HARRISON CHRISTOPHER J	830-002-702-000	2013	Y	209.06	20.90	0.00	229.96	□	_____
HARRISON CHRISTOPHER J	830-002-702-000	2014	Y	179.52	17.95	0.00	197.47	□	_____
HARRISON CHRISTOPHER J	830-002-702-000	2015	Y	163.96	16.39	0.00	180.35	□	_____
HARRISON CHRISTOPHER J	830-002-702-000	2016	Y	150.10	15.01	0.00	165.11	□	_____
FRY BILL F	830-003-055-000	2016	Y	93.68	9.36	0.00	103.04	□	_____
ENGEL DANIEL G & DONA V	830-003-139-000	2015	Y	126.13	12.61	0.00	138.74	□	_____
ENGEL DANIEL G & DONA V	830-003-139-000	2016	Y	121.66	12.16	0.00	133.82	□	_____
HOSS RICK	830-003-180-000	2015	Y	22.25	2.22	0.00	24.47	□	_____
HOSS RICK	830-003-180-000	2016	Y	21.25	2.12	0.00	23.37	□	_____
CHASE TREVOR D	830-003-199-000	2013	Y	43.39	4.33	0.00	47.72	□	_____
CHASE TREVOR D	830-003-199-000	2014	Y	40.48	4.04	0.00	44.52	□	_____
CHASE TREVOR D	830-003-199-000	2015	Y	39.33	3.93	0.00	43.26	□	_____
CHASE TREVOR D	830-003-199-000	2016	Y	37.94	3.79	0.00	41.73	□	_____
OSBURN JAMES	830-003-205-000	2013	Y	98.62	9.86	0.00	108.48	□	_____
OSBURN JAMES	830-003-205-000	2014	Y	91.57	9.15	0.00	100.72	□	_____
OSBURN JAMES	830-003-205-000	2015	Y	89.14	8.91	0.00	98.05	□	_____
OSBURN JAMES	830-003-205-000	2016	Y	81.40	8.14	0.00	89.54	□	_____

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Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
ROLFF, JAMES P.	830-901-391-000	2002	Y	77.51	7.75	0.00	85.26	□	_____
ROLFF, JAMES P.	830-901-392-000	2004	Y	66.71	6.67	0.00	73.38	□	_____
ROLFF, JAMES P.	830-901-393-000	2006	Y	42.32	4.23	0.00	46.55	□	_____
YINGLING, PENNIE A ESTATE OF	830-901-403-000	2009	Y	27.79	2.77	0.00	30.56	□	_____
YINGLING, PENNIE A	830-901-404-000	2006	Y	33.30	3.33	0.00	36.63	□	_____
YINGLING, PENNIE A	830-901-405-000	2007	Y	31.73	3.17	0.00	34.90	□	_____
YINGLING, PENNIE A ESTATE OF	830-901-406-000	2012	Y	22.38	2.23	0.00	24.61	□	_____
YINGLING, PENNIE A ESTATE OF	830-901-407-000	2010	Y	22.25	2.22	0.00	24.47	□	_____
YINGLING, PENNIE A ESTATE OF	830-901-408-000	2008	Y	29.96	2.99	0.00	32.95	□	_____
YINGLING, PENNIE A ESTATE OF	830-901-409-000	2011	Y	22.23	2.22	0.00	24.45	□	_____
YINGLING, PENNIE A ESTATE OF	830-901-410-000	2013	Y	21.47	2.14	0.00	23.61	□	_____
BROWN, RALPH E.	830-901-411-000	2009	Y	34.73	3.47	0.00	38.20	□	_____
BROWN, RALPH E.	830-901-412-000	2003	Y	73.09	7.30	0.00	80.39	□	_____
BROWN, RALPH E.	830-901-413-000	2004	Y	65.61	6.56	0.00	72.17	□	_____
BROWN, RALPH E.	830-901-414-000	2005	Y	43.85	4.38	0.00	48.23	□	_____
BROWN, RALPH E.	830-901-415-000	2006	Y	41.62	4.16	0.00	45.78	□	_____
BROWN, RALPH E.	830-901-416-000	2007	Y	39.66	3.96	0.00	43.62	□	_____
BROWN, RALPH E.	830-901-417-000	2012	Y	27.97	2.79	0.00	30.76	□	_____
BROWN, RALPH E.	830-901-418-000	2010	Y	27.80	2.78	0.00	30.58	□	_____
BROWN, RALPH E.	830-901-419-000	2008	Y	37.45	3.74	0.00	41.19	□	_____
BROWN, RALPH E.	830-901-420-000	2014	Y	25.04	2.50	0.00	27.54	□	_____
BROWN, RALPH E.	830-901-421-000	2011	Y	27.79	2.77	0.00	30.56	□	_____
BROWN, RALPH E.	830-901-422-000	2013	Y	26.84	2.68	0.00	29.52	□	_____
ROLFF, JAMES	830-901-429-000	2002	Y	121.20	12.12	0.00	133.32	□	_____
ROLFF, JAMES	830-901-430-000	2009	Y	55.24	5.52	0.00	60.76	□	_____
ROLFF, JAMES	830-901-431-000	2004	Y	104.33	10.43	0.00	114.76	□	_____
ROLFF, JAMES	830-901-432-000	2007	Y	63.06	6.30	0.00	69.36	□	_____
ROLFF, JAMES	830-901-433-000	2012	Y	44.50	4.45	0.00	48.95	□	_____
ROLFF, JAMES	830-901-434-000	2008	Y	59.57	5.95	0.00	65.52	□	_____
ROLFF, JAMES	830-901-435-000	2010	Y	44.24	4.42	0.00	48.66	□	_____
ROLFF, JAMES	830-901-436-000	2014	Y	42.01	4.20	0.00	46.21	□	_____
ROLFF, JAMES	830-901-437-000	2011	Y	44.21	4.42	0.00	48.63	□	_____
ROLFF, JAMES	830-901-438-000	2013	Y	45.24	4.52	0.00	49.76	□	_____
BODMER JOHN	830-901-449-000	2016	Y	72.98	7.29	0.00	80.27	□	_____
PITNER, DAVID L SR	830-901-452-000	2012	Y	41.30	4.13	0.00	45.43	□	_____
ROBERTS, GEOFFREY	830-901-453-000	2006	Y	121.34	12.13	0.00	133.47	□	_____
ROBERTS, GEOFFREY	830-901-454-000	2007	Y	115.63	11.56	0.00	127.19	□	_____
COMPTON, DEAN E	830-901-458-000	2015	Y	139.52	13.95	0.00	153.47	□	_____
JESPERSEN, KIM E	830-901-465-000	2009	Y	20.68	2.06	0.00	22.74	□	_____

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Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
JESPERSEN, KIM E	830-901-466-000	2006	Y	24.79	2.47	0.00	27.26	□	_____
JESPERSEN, KIM E	830-901-467-000	2007	Y	23.62	2.36	0.00	25.98	□	_____
JESPERSEN, KIM E	830-901-468-000	2008	Y	22.31	2.23	0.00	24.54	□	_____
ROLFF, JAMES P	830-901-470-000	2009	Y	20.43	2.04	0.00	22.47	□	_____
CRNICH, LEANORD M	830-901-473-000	2009	Y	90.49	9.04	0.00	99.53	□	_____
CRNICH, LEANORD M	830-901-474-000	2010	Y	72.46	7.24	0.00	79.70	□	_____
CRNICH, LEANORD M	830-901-475-000	2011	Y	72.42	7.24	0.00	79.66	□	_____
WILSON, DENNIS G	830-901-476-000	2013	Y	21.36	2.13	0.00	23.49	□	_____
GIBSON, SUSIE	830-901-477-000	2006	Y	28.60	2.86	0.00	31.46	□	_____
GIBSON, SUSIE	830-901-478-000	2007	Y	27.25	2.72	0.00	29.97	□	_____
DAVIDSON, KEITH A	830-901-479-000	2009	Y	26.34	2.63	0.00	28.97	□	_____
BLISS, KIM E	830-901-489-000	2007	Y	46.81	4.68	0.00	51.49	□	_____
BLISS, KIM E	830-901-490-000	2008	Y	44.22	4.42	0.00	48.64	□	_____
ROSA EUGENE JOHN	830-901-491-000	2016	Y	153.42	15.34	0.00	168.76	□	_____
ROSA, EUGENE JOHN	830-901-492-000	2015	Y	165.89	16.58	0.00	182.47	□	_____
ROSA, EUGENE JOHN	830-901-493-000	2014	Y	181.96	18.19	0.00	200.15	□	_____
FRY, BILL F	830-901-504-000	2015	Y	98.24	9.82	0.00	108.06	□	_____
FRY, BILL F	830-901-505-000	2014	Y	101.47	10.14	0.00	111.61	□	_____
FRY, BILL F	830-901-507-000	2013	Y	109.12	10.91	0.00	120.03	□	_____
BURT, RICKY DEWAYNE	830-901-510-000	2009	Y	21.99	2.19	0.00	24.18	□	_____
SMITH, BRIAN K	830-901-517-000	2009	Y	29.48	2.94	0.00	32.42	□	_____
SMITH, BRIAN K	830-901-518-000	2010	Y	23.60	2.36	0.00	25.96	□	_____
IFLAND RODGER	830-901-529-000	2016	Y	24.41	2.44	0.00	26.85	□	_____
IFLAND RODGER	830-901-530-000	2015	Y	25.31	2.53	0.00	27.84	□	_____
AMUNDSEN, ROBERT R	830-901-637-000	2005	Y	24.22	2.42	0.00	26.64	□	_____
FUTHEY, KELLY WEBSTER	830-901-658-000	1999	Y	45.85	4.58	0.00	50.43	□	_____
FUTHEY, KELLY WEBSTER	830-901-659-000	2000	Y	45.85	4.58	0.00	50.43	□	_____
FUTHEY, KELLY WEBSTER	830-901-660-000	2001	Y	45.85	4.58	0.00	50.43	□	_____
FUTHEY, KELLY WEBSTER	830-901-661-000	2002	Y	43.56	4.35	0.00	47.91	□	_____
FUTHEY, KELLY WEBSTER	830-901-662-000	2004	Y	37.49	3.74	0.00	41.23	□	_____
FUTHEY, KELLY WEBSTER	830-901-663-000	2003	Y	41.76	4.17	0.00	45.93	□	_____
FUTHEY, KELLY WEBSTER	830-901-664-000	2005	Y	25.06	2.50	0.00	27.56	□	_____
FUTHEY, KELLY WEBSTER	830-901-665-000	2006	Y	23.78	2.37	0.00	26.15	□	_____
FUTHEY, KELLY WEBSTER	830-901-666-000	2007	Y	22.66	2.26	0.00	24.92	□	_____
FUTHEY, KELLY WEBSTER	830-901-667-000	2008	Y	21.39	2.13	0.00	23.52	□	_____
SIMONO, MICHAEL	830-901-668-000	1995	Y	114.00	11.40	0.00	125.40	□	_____
SIMONO, MICHAEL	830-901-669-000	1996	Y	114.00	11.40	0.00	125.40	□	_____
SIMONO, MICHAEL	830-901-670-000	1997	Y	102.60	10.26	0.00	112.86	□	_____
SIMONO, MICHAEL	830-901-671-000	1998	Y	102.60	10.26	0.00	112.86	□	_____

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Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
SIMONO, MICHAEL	830-901-672-000	1999	Y	92.34	9.23	0.00	101.57	□	_____
SIMONO, MICHAEL	830-901-673-000	2000	Y	92.34	9.23	0.00	101.57	□	_____
SIMONO, MICHAEL	830-901-674-000	2009	Y	42.07	4.20	0.00	46.27	□	_____
SIMONO, MICHAEL	830-901-675-000	2001	Y	92.34	9.23	0.00	101.57	□	_____
SIMONO, MICHAEL	830-901-676-000	2002	Y	92.34	9.23	0.00	101.57	□	_____
SIMONO, MICHAEL	830-901-677-000	2003	Y	88.53	8.85	0.00	97.38	□	_____
SIMONO, MICHAEL	830-901-678-000	2005	Y	53.11	5.31	0.00	58.42	□	_____
SIMONO, MICHAEL	830-901-679-000	2004	Y	79.48	7.94	0.00	87.42	□	_____
SIMONO, MICHAEL	830-901-680-000	2006	Y	50.41	5.04	0.00	55.45	□	_____
SIMONO, MICHAEL	830-901-681-000	2007	Y	48.03	4.80	0.00	52.83	□	_____
SIMONO, MICHAEL	830-901-682-000	2012	Y	33.90	3.39	0.00	37.29	□	_____
SIMONO, MICHAEL	830-901-683-000	2010	Y	33.69	3.36	0.00	37.05	□	_____
SIMONO, MICHAEL	830-901-684-000	2008	Y	45.36	4.53	0.00	49.89	□	_____
SIMONO, MICHAEL	830-901-685-000	2014	Y	30.34	3.03	0.00	33.37	□	_____
SIMONO, MICHAEL	830-901-686-000	2011	Y	33.67	3.36	0.00	37.03	□	_____
SIMONO, MICHAEL	830-901-687-000	2013	Y	32.52	3.25	0.00	35.77	□	_____
BROOKINS, DUANE GREER	830-901-688-000	1995	Y	80.93	8.09	0.00	89.02	□	_____
BROOKINS, DUANE GREER	830-901-689-000	1996	Y	80.97	8.09	0.00	89.06	□	_____
BROOKINS, DUANE GREER	830-901-690-000	1997	Y	71.00	7.10	0.00	78.10	□	_____
BROOKINS, DUANE GREER	830-901-691-000	1998	Y	71.00	7.10	0.00	78.10	□	_____
BROOKINS, DUANE GREER	830-901-692-000	1999	Y	63.90	6.39	0.00	70.29	□	_____
BROOKINS, DUANE GREER	830-901-693-000	2000	Y	63.90	6.39	0.00	70.29	□	_____
BROOKINS, DUANE GREER	830-901-694-000	2009	Y	27.65	2.76	0.00	30.41	□	_____
BROOKINS, DUANE GREER	830-901-695-000	2001	Y	63.90	6.39	0.00	70.29	□	_____
BROOKINS, DUANE GREER	830-901-696-000	2002	Y	60.71	6.07	0.00	66.78	□	_____
BROOKINS, DUANE GREER	830-901-697-000	2003	Y	58.20	5.82	0.00	64.02	□	_____
BROOKINS, DUANE GREER	830-901-698-000	2005	Y	34.92	3.49	0.00	38.41	□	_____
BROOKINS, DUANE GREER	830-901-699-000	2004	Y	52.25	5.22	0.00	57.47	□	_____
BROOKINS, DUANE GREER	830-901-700-000	2006	Y	33.15	3.31	0.00	36.46	□	_____
BROOKINS, DUANE GREER	830-901-701-000	2007	Y	31.58	3.15	0.00	34.73	□	_____
BROOKINS, DUANE GREER	830-901-702-000	2012	Y	22.27	2.22	0.00	24.49	□	_____
BROOKINS, DUANE GREER	830-901-703-000	2010	Y	22.14	2.21	0.00	24.35	□	_____
BROOKINS, DUANE GREER	830-901-704-000	2008	Y	29.82	2.98	0.00	32.80	□	_____
BROOKINS, DUANE GREER	830-901-705-000	2011	Y	22.12	2.21	0.00	24.33	□	_____
BROOKINS, DUANE GREER	830-901-706-000	2013	Y	21.37	2.13	0.00	23.50	□	_____
BLOCKER JASON M	830-901-708-000	2016	Y	20.04	2.00	0.00	22.04	□	_____
ALCATRAZ, DONALD M	830-901-737-000	2013	Y	20.20	2.02	0.00	22.22	□	_____
JARNAGAN, JOR	830-901-756-000	1997	Y	54.26	5.42	0.00	59.68	□	_____
JARNAGAN, JOR	830-901-757-000	1998	Y	54.16	5.41	0.00	59.57	□	_____



County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
JARNAGAN, JOR	830-901-758-000	1999	Y	48.63	4.86	0.00	53.49	□	_____
JARNAGAN, JOR	830-901-759-000	2000	Y	48.58	4.85	0.00	53.43	□	_____
JARNAGAN, JOE	830-901-760-000	2009	Y	21.02	2.10	0.00	23.12	□	_____
JARNAGAN, JOR	830-901-761-000	2001	Y	48.53	4.85	0.00	53.38	□	_____
JARNAGAN, JOR	830-901-762-000	2002	Y	46.30	4.63	0.00	50.93	□	_____
JARNAGAN, JOR	830-901-763-000	2003	Y	44.32	4.43	0.00	48.75	□	_____
JARNAGAN, JOR	830-901-764-000	2004	Y	39.81	3.98	0.00	43.79	□	_____
JARNAGAN, JOE	830-901-765-000	2005	Y	26.59	2.65	0.00	29.24	□	_____
JARNAGAN, JOE	830-901-766-000	2006	Y	25.25	2.52	0.00	27.77	□	_____
JARNAGAN, JOE	830-901-767-000	2007	Y	24.02	2.40	0.00	26.42	□	_____
JARNAGAN, JOE	830-901-768-000	2008	Y	22.68	2.26	0.00	24.94	□	_____
POWELL BILL	850-902-660-000	2014	Y	180.54	18.05	0.00	198.59	□	_____
POWELL BILL	850-902-661-000	2013	Y	179.13	17.91	0.00	197.04	□	_____
OBERST, WAYNE	850-902-662-000	2012	Y	185.33	18.53	0.00	203.86	□	_____
OBERST, WAYNE	850-902-664-000	2014	Y	188.50	18.85	0.00	207.35	□	_____
OBERST, WAYNE	850-902-665-000	2011	Y	180.50	18.05	0.00	198.55	□	_____
OBERST, WAYNE	850-902-666-000	2013	Y	187.02	18.70	0.00	205.72	□	_____
TROST BRIAN	860-000-059-000	2010	Y	72.22	7.22	0.00	79.44	□	_____
TROST BRIAN	860-000-059-000	2011	Y	48.45	4.84	0.00	53.29	□	_____
LANKINS ROBERT & SHERRIE	860-000-062-000	2015	Y	219.78	21.97	0.00	241.75	□	_____
LANKINS ROBERT & SHERRIE	860-000-062-000	2016	Y	242.43	24.24	0.00	266.67	□	_____
SWIM CHARLES	860-000-231-000	2015	Y	46.75	4.67	0.00	51.42	□	_____
NICHOLSON MICHAEL	860-000-232-000	2015	Y	406.52	40.65	0.00	447.17	□	_____
MITCHELL MARK	860-000-244-000	2016	Y	55.09	5.50	0.00	60.59	□	_____
STORMES ANDRE	860-000-245-000	2016	Y	56.74	5.67	0.00	62.41	□	_____
DCA CABLEVISION	860-000-550-000	2007	Y	50.73	5.07	0.00	55.80	□	_____
DCA CABLEVISION	860-000-550-000	2008	Y	51.68	5.16	0.00	56.84	□	_____
DCA CABLEVISION	860-000-551-000	2007	Y	62.19	6.21	0.00	68.40	□	_____
DCA CABLEVISION	860-000-551-000	2008	Y	63.74	6.37	0.00	70.11	□	_____
LANKINS ROBERT	860-901-578-000	2010	Y	230.30	23.03	0.00	253.33	□	_____
LANKINS ROBERT	860-901-579-000	2012	Y	233.72	23.37	0.00	257.09	□	_____
LANKINS ROBERT	860-901-580-000	2011	Y	236.22	23.62	0.00	259.84	□	_____
HORN JIMMIE	860-901-604-000	2016	Y	86.04	8.60	0.00	94.64	□	_____
HORN, JIMMIE	860-901-605-000	2015	Y	133.20	13.32	0.00	146.52	□	_____
HORN, JIMMIE	860-901-606-000	2014	Y	130.11	13.01	0.00	143.12	□	_____
WATSON NICHOLAS	860-901-612-000	2015	Y	292.43	29.24	0.00	321.67	□	_____
WATSON NICHOLAS	860-901-613-000	2014	Y	285.65	28.56	0.00	314.21	□	_____
WATSON, KEVIN	860-901-621-000	2009	Y	159.70	15.97	0.00	175.67	□	_____
WATSON, KEVIN	860-901-622-000	2012	Y	164.70	16.47	0.00	181.17	□	_____

County of TRINITY  
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Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
WATSON, KEVIN	860-901-623-000	2010	Y	159.52	15.95	0.00	175.47	□	_____
WATSON, KEVIN	860-901-624-000	2011	Y	160.82	16.08	0.00	176.90	□	_____
PEREZ, DON	860-901-947-000	2010	Y	219.19	21.91	0.00	241.10	□	_____
KOSTER, JESSICA	860-901-948-000	2010	Y	166.66	16.66	0.00	183.32	□	_____
KOSTER, JESSICA	860-901-949-000	2012	Y	182.91	18.29	0.00	201.20	□	_____
KOSTER, JESSICA	860-901-950-000	2011	Y	166.56	16.65	0.00	183.21	□	_____
KOSTER, JESSICA	860-901-951-000	2013	Y	191.77	19.17	0.00	210.94	□	_____
WILSON, RAY	860-901-959-000	2010	Y	237.37	23.73	0.00	261.10	□	_____
STILLWELL KEN	860-902-655-000	2016	Y	115.94	11.59	0.00	127.53	□	_____
PACHECO, MARTIN	860-902-671-000	2012	Y	31.04	3.10	0.00	34.14	□	_____
PACHECO, MARTIN	860-902-672-000	2013	Y	31.26	3.12	0.00	34.38	□	_____
STEYN MARTIN	910-000-031-000	2016	K	41.28	4.12	20.00	65.40	□	_____
MARCIEL CHRISTOPHER & LINDA	910-000-070-000	2016	K	45.84	4.58	20.00	70.42	□	_____
LEEP BEN & SALLY	910-000-074-000	2016	K	41.08	4.10	20.00	65.18	□	_____
CONRAD ROGER B ESTATE OF	910-000-075-000	2016	K	41.92	4.18	20.00	66.10	□	_____
THOMAS CYNTHIA F	910-000-076-000	2016	K	102.72	10.26	20.00	132.98	□	_____
GRUBB ROBERT & VALERIE	910-000-081-000	2016	K	372.72	37.26	20.00	429.98	□	_____
JACOBSEN PAUL	910-000-086-000	2013	K	279.44	27.94	20.00	327.38	□	_____
JACOBSEN PAUL	910-000-086-000	2015	K	279.56	27.94	20.00	327.50	□	_____
JACOBSEN PAUL	910-000-086-000	2016	K	280.56	28.04	20.00	328.60	□	_____
BELMAIN SANDRA J	910-000-100-000	2015	K	78.81	7.88	20.00	106.69	□	_____
BELMAIN SANDRA J	910-000-100-000	2016	K	158.58	15.84	20.00	194.42	□	_____
ATTERBERRY JOHNI B	910-000-101-000	2015	K	75.38	7.52	20.00	102.90	□	_____
ATTERBERRY JOHNI B	910-000-101-000	2016	K	75.42	7.54	20.00	102.96	□	_____
HOOVER CANDY	910-000-106-000	2016	K	624.38	62.42	20.00	706.80	□	_____
DUERST DONNA	910-000-130-000	2016	K	979.76	97.96	20.00	1,097.72	□	_____
ALAMEDA JOANN	910-000-132-000	2015	K	65.68	6.56	20.00	92.24	□	_____
ALAMEDA JOANN	910-000-132-000	2016	K	65.64	6.56	20.00	92.20	□	_____
SMITH WINSTON E & LYNN A	910-000-135-000	2015	K	91.12	9.10	20.00	120.22	□	_____
SMITH WINSTON E & LYNN A	910-000-135-000	2016	K	91.94	9.18	20.00	121.12	□	_____
TURNER DENNIS M & BRENDA C	910-000-136-000	2015	K	152.40	15.24	20.00	187.64	□	_____
TURNER DENNIS M & BRENDA C	910-000-136-000	2016	K	153.78	15.36	20.00	189.14	□	_____
FINLEY SHAWN	910-000-137-000	2016	K	67.52	6.74	20.00	94.26	□	_____
BRAZIL WARREN &	910-000-157-000	2015	K	803.92	80.38	20.00	904.30	□	_____
BRAZIL WARREN &	910-000-157-000	2016	K	804.38	80.42	20.00	904.80	□	_____
WALLACE JUDY I	910-000-159-000	2015	K	140.56	14.04	20.00	174.60	□	_____
WALLACE JUDY I	910-000-159-000	2016	K	140.62	14.06	20.00	174.68	□	_____
EDWARDS SARA	910-000-192-000	2016	K	91.54	9.14	20.00	120.68	□	_____
WILSON ROY	910-000-208-000	2015	K	119.36	11.92	20.00	151.28	□	_____

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Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
WILSON ROY	910-000-208-000	2016	K	119.42	11.94	20.00	151.36	□	_____
SHOFFNER GERE	910-000-214-000	2015	K	576.64	57.66	20.00	654.30	□	_____
SHOFFNER GERE	910-000-214-000	2016	K	578.74	57.86	20.00	656.60	□	_____
BARCELLOS LARRY & MARGE	910-000-217-000	2015	K	129.14	12.90	20.00	162.04	□	_____
BARCELLOS LARRY & MARGE	910-000-217-000	2016	K	129.38	12.92	20.00	162.30	□	_____
ROBERTS CARL	910-000-223-000	2015	K	40.20	4.02	20.00	64.22	□	_____
ROBERTS CARL	910-000-223-000	2016	K	40.22	4.02	20.00	64.24	□	_____
SEABORG ROBERT	910-000-228-000	2016	K	75.42	7.54	20.00	102.96	□	_____
RIVER OAKS RESORT	910-000-230-000	2012	K	25.56	2.54	20.00	48.10	□	_____
RIVER OAKS RESORT	910-000-230-000	2013	K	25.74	2.56	20.00	48.30	□	_____
RIVER OAKS RESORT	910-000-230-000	2014	K	25.80	2.58	20.00	48.38	□	_____
RIVER OAKS RESORT	910-000-230-000	2015	K	25.78	2.56	20.00	48.34	□	_____
RIVER OAKS RESORT	910-000-230-000	2016	K	25.86	2.58	20.00	48.44	□	_____
LONG JUNE	910-000-283-000	2016	K	167.68	16.76	20.00	204.44	□	_____
WYROSTEK VINCE	910-000-290-000	2016	K	177.62	17.76	20.00	215.38	□	_____
ROUNDTREE DANIEL H &	910-000-297-000	2015	K	76.12	7.60	20.00	103.72	□	_____
ROUNDTREE DANIEL H &	910-000-297-000	2016	K	76.18	7.60	20.00	103.78	□	_____
MASTEL ROBERT G & SANDRA LE	910-000-301-000	2016	K	100.56	10.04	20.00	130.60	□	_____
ATKINS MARTIN & MARCELLA	910-000-307-000	2015	K	478.64	47.86	20.00	546.50	□	_____
ATKINS MARTIN & MARCELLA	910-000-307-000	2016	K	476.86	47.68	20.00	544.54	□	_____
MCKENNA JOE	910-000-313-000	2015	K	125.34	12.52	20.00	157.86	□	_____
MCKENNA JOE	910-000-313-000	2016	K	126.48	12.64	20.00	159.12	□	_____
WOOD PEARL B	910-000-314-000	2016	K	22.02	2.20	20.00	44.22	□	_____
WAGGONER DENISE	910-000-315-000	2015	K	54.86	5.48	20.00	80.34	□	_____
WAGGONER DENISE	910-000-315-000	2016	K	74.80	7.48	20.00	102.28	□	_____
MCALEXANDER MICHAEL &	910-000-316-000	2015	K	110.04	11.00	20.00	141.04	□	_____
MCALEXANDER MICHAEL &	910-000-316-000	2016	K	110.10	11.00	20.00	141.10	□	_____
TRUSHER CHRISTINE	910-000-318-000	2016	K	67.46	6.74	20.00	94.20	□	_____
SEABORG, ROBERT	910-901-001-000	2012	K	75.40	7.54	20.00	102.94	□	_____
SEABORG, ROBERT	910-901-002-000	2014	K	75.80	7.58	20.00	103.38	□	_____
SEABORG, ROBERT	910-901-003-000	2015	K	75.38	7.52	20.00	102.90	□	_____
SEABORG, ROBERT	910-901-005-000	2013	K	75.66	7.56	20.00	103.22	□	_____
ABEYTA, GILBERT O. & HELENA L	910-901-013-000	2006	K	174.58	17.44	20.00	212.02	□	_____
BELMAIN, SANDRA J	910-901-017-000	2014	K	157.38	15.72	20.00	193.10	□	_____
ATTERBERRY, JOHNI B	910-901-021-000	2011	K	76.20	7.62	20.00	103.82	□	_____
ATTERBERRY, JOHNI B	910-901-023-000	2012	K	75.40	7.54	20.00	102.94	□	_____
ATTERBERRY, JOHNI B	910-901-024-000	2014	K	75.80	7.58	20.00	103.38	□	_____
ATTERBERRY, JOHNI B	910-901-027-000	2013	K	75.66	7.56	20.00	103.22	□	_____
HOOVER, CANDY	910-901-033-000	2014	K	627.50	62.74	20.00	710.24	□	_____

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Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
HOOVER, CANDY	910-901-035-000	2015	K	624.02	62.40	20.00	706.42	□	_____
WILSON, ROY	910-901-040-000	2011	K	120.68	12.06	20.00	152.74	□	_____
WILSON, ROY &	910-901-042-000	2008	K	119.84	11.98	20.00	151.82	□	_____
WILSON, ROY	910-901-043-000	2009	K	119.94	11.98	20.00	151.92	□	_____
WILSON, ROY	910-901-044-000	2010	K	119.88	11.98	20.00	151.86	□	_____
WILSON, ROY	910-901-045-000	2012	K	119.40	11.94	20.00	151.34	□	_____
WILSON, ROY	910-901-046-000	2014	K	120.02	12.00	20.00	152.02	□	_____
WILSON, ROY	910-901-049-000	2013	K	119.80	11.98	20.00	151.78	□	_____
LONGMORE, ELIZABETH ESTATE OF	910-901-051-000	2013	K	430.86	43.08	20.00	493.94	□	_____
SHOFFNER, GERE	910-901-052-000	2011	K	288.04	28.80	20.00	336.84	□	_____
SHOFFNER, GERE	910-901-054-000	2008	K	284.56	28.45	20.00	333.01	□	_____
SHOFFNER, GERE	910-901-055-000	2009	K	571.80	57.18	20.00	648.98	□	_____
SHOFFNER, GERE	910-901-056-000	2010	K	571.20	57.12	20.00	648.32	□	_____
SHOFFNER, GERE	910-901-057-000	2012	K	572.12	57.20	20.00	649.32	□	_____
SHOFFNER, GERE	910-901-058-000	2014	K	577.58	57.74	20.00	655.32	□	_____
SHOFFNER, GERE	910-901-061-000	2013	K	576.28	57.62	20.00	653.90	□	_____
FULKMAN, ROBERT C. & CONSTANCE	910-901-066-000	2013	K	58.78	5.86	20.00	84.64	□	_____
ROBERTS, CARL	910-901-070-000	2011	K	191.04	19.10	20.00	230.14	□	_____
ROBERTS, CARL	910-901-072-000	2012	K	40.20	18.90	20.00	79.10	□	_____
ROBERTS, CARL	910-901-073-000	2014	K	40.42	19.00	20.00	79.42	□	_____
ROBERTS, CARL	910-901-075-000	2013	K	40.34	18.96	20.00	79.30	□	_____
LARKINS, ERIC D. & MARLIN J.	910-901-084-000	2004	K	455.94	45.58	10.00	511.52	□	_____
LARKINS, ERIC D. & MARLIN J.	910-901-085-000	2006	K	187.50	18.74	20.00	226.24	□	_____
LARKINS, ERIC D. & MARLIN J.	910-901-086-000	2002	K	455.78	45.56	10.00	511.34	□	_____
LARKINS, ERIC D. & MARLIN J.	910-901-087-000	2005	K	456.34	45.62	20.00	521.96	□	_____
LARKINS, ERIC D. & MARLIN J.	910-901-088-000	2003	K	455.86	45.58	10.00	511.44	□	_____
LARKINS, ERIC D. & MARLIN J.	910-901-089-000	2008	K	189.10	18.90	20.00	228.00	□	_____
LARKINS, ERIC D. & MARLIN J.	910-901-090-000	2007	K	189.00	18.90	20.00	227.90	□	_____
LARKINS, ERIC D. & MARLIN J.	910-901-091-000	2009	K	189.88	18.98	20.00	228.86	□	_____
LARKINS, ERIC D. & MARLIN J.	910-901-092-000	2010	K	189.70	18.96	20.00	228.66	□	_____
LONG, JUNE	910-901-093-000	2004	K	422.96	42.28	10.00	475.24	□	_____
LONG, JUNE	910-901-094-000	2006	K	156.26	15.62	20.00	191.88	□	_____
LONG, JUNE	910-901-095-000	2002	K	210.49	21.04	10.00	241.53	□	_____
LONG, JUNE	910-901-096-000	2011	K	162.98	16.28	20.00	199.26	□	_____
LONG, JUNE	910-901-098-000	2005	K	424.28	42.42	20.00	486.70	□	_____
LONG, JUNE	910-901-099-000	2008	K	159.66	15.96	20.00	195.62	□	_____
LONG, JUNE	910-901-100-000	2007	K	158.54	15.84	20.00	194.38	□	_____
LONG, JUNE	910-901-101-000	2009	K	161.40	16.14	20.00	197.54	□	_____
LONG, JUNE	910-901-102-000	2010	K	161.10	16.10	20.00	197.20	□	_____

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Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
LONG, JUNE	910-901-103-000	2012	K	162.86	16.28	20.00	199.14	□	_____
LONG, JUNE	910-901-104-000	2014	K	165.52	16.54	20.00	202.06	□	_____
LONG, JUNE	910-901-105-000	2015	K	166.28	16.62	20.00	202.90	□	_____
LONG, JUNE	910-901-106-000	2013	K	165.04	16.50	20.00	201.54	□	_____
ADAMSON, LILAS E.	910-901-109-000	2012	K	85.16	8.50	20.00	113.66	□	_____
ADAMSON, LILAS E.	910-901-110-000	2013	K	85.98	8.58	20.00	114.56	□	_____
MATTHEWS, JOHN WILLIAM	910-901-111-000	2014	K	175.00	17.50	20.00	212.50	□	_____
STEYN, MARTIN	910-901-118-000	2011	K	40.92	4.08	20.00	65.00	□	_____
STEYN, MARTIN	910-901-120-000	2009	K	40.60	4.06	20.00	64.66	□	_____
STEYN, MARTIN	910-901-121-000	2010	K	40.54	4.04	20.00	64.58	□	_____
STEYN, MARTIN	910-901-122-000	2012	K	40.68	4.06	20.00	64.74	□	_____
STEYN, MARTIN	910-901-123-000	2014	K	41.12	4.10	20.00	65.22	□	_____
STEYN, MARTIN	910-901-124-000	2015	K	41.10	4.10	20.00	65.20	□	_____
STEYN, MARTIN	910-901-125-000	2013	K	41.02	4.10	20.00	65.12	□	_____
ROUNDTREE, DANIEL H &	910-901-135-000	2014	K	76.56	7.64	20.00	104.20	□	_____
ROUNDTREE, DANIEL H &	910-901-137-000	2013	K	76.40	7.64	20.00	104.04	□	_____
MASTEL, ROBERT G.	910-901-163-000	1995	K	89.94	8.98	10.00	108.92	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-164-000	2004	K	362.88	36.28	10.00	409.16	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-165-000	2006	K	94.58	9.44	20.00	124.02	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-166-000	2001	K	91.80	9.18	10.00	110.98	□	_____
MASTEL, ROBERT G.	910-901-167-000	1984	K	39.64	3.96	10.00	53.60	□	_____
MASTEL, ROBERT G	910-901-168-000	1985	K	79.80	7.98	10.00	97.78	□	_____
MASTEL, ROBERT G	910-901-169-000	1986	K	79.38	7.92	10.00	97.30	□	_____
MASTEL, ROBERT G.	910-901-170-000	1987	K	82.32	8.22	10.00	100.54	□	_____
MASTEL, ROBERT G.	910-901-171-000	1988	K	83.82	8.38	10.00	102.20	□	_____
MASTEL, ROBERT G.	910-901-172-000	1989	K	82.66	8.26	10.00	100.92	□	_____
MASTEL, ROBERT G.	910-901-173-000	1990	K	84.30	8.42	10.00	102.72	□	_____
MASTEL, ROBERT G.	910-901-174-000	1991	K	85.98	8.58	10.00	104.56	□	_____
MASTEL, ROBERT G.	910-901-175-000	1992	K	87.70	8.76	10.00	106.46	□	_____
MASTEL, ROBERT G.	910-901-176-000	1993	K	89.44	8.94	10.00	108.38	□	_____
MASTEL, ROBERT G.	910-901-177-000	1994	K	89.76	8.96	10.00	108.72	□	_____
MASTEL, ROBERT G.	910-901-178-000	1996	K	90.12	9.00	10.00	109.12	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-179-000	2003	K	362.54	36.24	10.00	408.78	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-180-000	2002	K	362.16	36.20	10.00	408.36	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-181-000	1997	K	90.46	9.04	10.00	109.50	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-182-000	1998	K	90.78	9.06	10.00	109.84	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-183-000	2011	K	101.86	10.18	20.00	132.04	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-184-000	1999	K	91.10	9.10	10.00	110.20	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-186-000	2005	K	364.48	36.44	20.00	420.92	□	_____

County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
MASTEL, ROBERT G. & SANDRA LE	910-901-187-000	2000	K	91.46	9.14	10.00	110.60	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-188-000	2008	K	95.60	9.56	20.00	125.16	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-189-000	2007	K	95.46	9.54	20.00	125.00	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-190-000	2009	K	101.32	10.12	20.00	131.44	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-191-000	2010	K	100.98	10.08	20.00	131.06	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-901-192-000	2012	K	102.04	10.20	20.00	132.24	□	_____
MARRIOTT WILMA	910-901-220-000	2016	K	83.22	8.32	20.00	111.54	□	_____
MARRIOTT WILMA	910-901-221-000	2015	K	52.40	5.24	20.00	77.64	□	_____
WADSWORTH, LOUISE KELLY	910-901-223-000	2014	K	206.90	20.68	20.00	247.58	□	_____
GARDINER, BOBBY	910-901-225-000	2009	K	108.80	10.88	20.00	139.68	□	_____
BRAZIL, WARREN &	910-901-234-000	2011	K	814.04	81.40	20.00	915.44	□	_____
BRAZIL, WARREN &	910-901-236-000	2009	K	809.22	80.92	20.00	910.14	□	_____
BRAZIL, WARREN &	910-901-237-000	2010	K	808.78	80.86	20.00	909.64	□	_____
BRAZIL, WARREN &	910-901-238-000	2014	K	808.22	80.82	20.00	909.04	□	_____
BRAZIL, WARREN &	910-901-239-000	2012	K	805.24	80.52	20.00	905.76	□	_____
BRAZIL, WARREN &	910-901-242-000	2013	K	806.76	80.66	20.00	907.42	□	_____
WALLACE, JUDY I	910-901-246-000	2013	K	70.48	7.04	20.00	97.52	□	_____
NILSSEN, DIANE M &	910-901-261-000	2013	K	569.30	56.92	20.00	646.22	□	_____
WYROSTEK, VINCE	910-901-302-000	1984	K	325.84	32.58	10.00	368.42	□	_____
WYROSTEK, VINCE	910-901-303-000	1985	K	337.06	33.70	10.00	380.76	□	_____
WYROSTEK, VINCE	910-901-304-000	1986	K	342.18	34.20	10.00	386.38	□	_____
WYROSTEK, VINCE	910-901-305-000	1987	K	343.90	34.38	10.00	388.28	□	_____
WYROSTEK, VINCE	910-901-306-000	1988	K	351.42	35.14	10.00	396.56	□	_____
WYROSTEK, VINCE	910-901-307-000	1990	K	360.14	36.00	10.00	406.14	□	_____
WYROSTEK, VINCE	910-901-308-000	2001	K	176.62	17.66	10.00	204.28	□	_____
WYROSTEK, VINCE	910-901-309-000	2005	K	447.26	44.72	20.00	511.98	□	_____
WYROSTEK, VINCE	910-901-311-000	2011	K	179.48	17.94	20.00	217.42	□	_____
WYROSTEK, VINCE	910-901-312-000	1997	K	176.62	17.66	10.00	204.28	□	_____
WYROSTEK, VINCE	910-901-313-000	1998	K	176.62	17.66	10.00	204.28	□	_____
WYROSTEK, VINCE	910-901-314-000	2008	K	178.22	17.82	20.00	216.04	□	_____
WYROSTEK, VINCE	910-901-315-000	1999	K	176.62	17.66	10.00	204.28	□	_____
WYROSTEK, VINCE	910-901-316-000	2000	K	176.62	17.66	10.00	204.28	□	_____
WYROSTEK, VINCE	910-901-317-000	2007	K	178.70	17.86	20.00	216.56	□	_____
WYROSTEK, VINCE	910-901-318-000	2009	K	178.40	17.84	20.00	216.24	□	_____
WYROSTEK, VINCE	910-901-319-000	2010	K	178.28	17.82	20.00	216.10	□	_____
WYROSTEK, VINCE	910-901-320-000	2014	K	178.50	17.84	20.00	216.34	□	_____
WYROSTEK, VINCE	910-901-321-000	2012	K	177.56	17.74	20.00	215.30	□	_____
WYROSTEK, VINCE	910-901-323-000	2015	K	177.52	17.74	20.00	215.26	□	_____
WYROSTEK, VINCE	910-901-324-000	2013	K	178.16	17.80	20.00	215.96	□	_____

County of TRINITY  
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Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
DUERST, DONNA	910-901-331-000	2014	K	984.64	98.46	20.00	1,103.10	□	_____
DUERST, DONNA	910-901-332-000	2012	K	979.48	97.94	20.00	1,097.42	□	_____
DUERST, DONNA	910-901-334-000	2015	K	979.18	97.90	20.00	1,097.08	□	_____
DUERST, DONNA	910-901-335-000	2013	K	982.78	98.26	20.00	1,101.04	□	_____
JESPERSON, BRITTA V.	910-901-356-000	2005	K	295.06	29.50	20.00	344.56	□	_____
KUKLISH, KENNETH & SHIRLEY	910-901-364-000	2009	K	267.96	26.78	20.00	314.74	□	_____
KUKLISH, KENNETH & SHIRLEY	910-901-365-000	2010	K	267.18	26.70	20.00	313.88	□	_____
SEABORG, ROBERT	910-901-370-000	2004	K	75.32	7.52	10.00	92.84	□	_____
SEABORG, ROBERT	910-901-371-000	2006	K	75.50	7.54	20.00	103.04	□	_____
SEABORG, ROBERT	910-901-372-000	2001	K	75.00	7.50	10.00	92.50	□	_____
SEABORG, ROBERT	910-901-373-000	2002	K	75.70	7.56	10.00	93.26	□	_____
SEABORG, ROBERT	910-901-374-000	2005	K	75.26	7.52	20.00	102.78	□	_____
SEABORG, ROBERT	910-901-375-000	2003	K	75.50	7.54	10.00	93.04	□	_____
SEABORG, ROBERT	910-901-376-000	2011	K	76.20	7.62	20.00	103.82	□	_____
SEABORG, ROBERT	910-901-378-000	1998	K	75.00	7.50	10.00	92.50	□	_____
SEABORG, ROBERT	910-901-379-000	1999	K	75.00	7.50	10.00	92.50	□	_____
SEABORG, ROBERT	910-901-380-000	2008	K	75.68	7.56	20.00	103.24	□	_____
SEABORG, ROBERT	910-901-381-000	2000	K	75.00	7.50	10.00	92.50	□	_____
SEABORG, ROBERT	910-901-382-000	2007	K	75.88	7.58	20.00	103.46	□	_____
SEABORG, ROBERT	910-901-383-000	2009	K	75.74	7.56	20.00	103.30	□	_____
SEABORG, ROBERT	910-901-384-000	2010	K	75.70	7.56	20.00	103.26	□	_____
MC KENNA, JOE	910-902-554-000	2012	K	127.06	12.70	20.00	159.76	□	_____
MC KENNA, JOE	910-902-555-000	2014	K	63.66	6.36	20.00	90.02	□	_____
MC KENNA, JOE	910-902-556-000	2013	K	126.86	12.68	20.00	159.54	□	_____
WAGGONER, DENISE	910-902-591-000	2012	K	154.92	15.48	20.00	190.40	□	_____
WAGGONER, DENISE	910-902-592-000	2014	K	425.26	42.52	20.00	487.78	□	_____
WAGGONER, DENISE	910-902-593-000	2013	K	175.18	17.50	20.00	212.68	□	_____
MC ALEXANDER, MICHAEL &	910-902-596-000	1995	K	89.60	8.96	10.00	108.56	□	_____
MC ALEXANDER, MICHAEL &	910-902-597-000	2001	K	109.60	10.96	10.00	130.56	□	_____
MC ALEXANDER, MICHAEL	910-902-598-000	1987	K	65.74	6.56	10.00	82.30	□	_____
MC ALEXANDER, MICHAEL	910-902-599-000	1989	K	65.72	6.56	10.00	82.28	□	_____
MC ALEXANDER, MICHAEL	910-902-600-000	1991	K	86.28	8.62	10.00	104.90	□	_____
MC ALEXANDER, MICHAEL	910-902-601-000	1992	K	87.84	8.78	10.00	106.62	□	_____
MC ALEXANDER, MICHAEL	910-902-602-000	1993	K	89.60	8.96	10.00	108.56	□	_____
MC ALEXANDER, MICHAEL	910-902-603-000	1994	K	89.60	8.96	10.00	108.56	□	_____
MC ALEXANDER, MICHAEL &	910-902-604-000	1996	K	89.60	8.96	10.00	108.56	□	_____
MC ALEXANDER, MICHAEL &	910-902-605-000	2004	K	380.00	38.00	10.00	428.00	□	_____
MC ALEXANDER, MICHAEL &	910-902-606-000	2006	K	110.20	11.02	20.00	141.22	□	_____
MC ALEXANDER, MICHAEL &	910-902-607-000	1997	K	109.60	10.96	10.00	130.56	□	_____

County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
MC ALEXANDER, MICHAEL &	910-902-608-000	2003	K	380.20	38.02	10.00	428.22	□	_____
MC ALEXANDER, MICHAEL &	910-902-609-000	1998	K	89.60	8.96	10.00	108.56	□	_____
MC ALEXANDER, MICHAEL	910-902-610-000	1999	K	89.60	8.96	10.00	108.56	□	_____
MC ALEXANDER, MICHAEL &	910-902-611-000	2000	K	109.60	10.96	10.00	130.56	□	_____
MC ALEXANDER, MICHAEL &	910-902-612-000	2011	K	211.04	21.10	20.00	252.14	□	_____
MC ALEXANDER, MICHAEL &	910-902-613-000	2005	K	379.92	37.98	20.00	437.90	□	_____
MC ALEXANDER, MICHAEL &	910-902-615-000	2008	K	210.40	21.04	20.00	251.44	□	_____
MC ALEXANDER, MICHAEL &	910-902-616-000	2007	K	210.64	21.06	20.00	251.70	□	_____
MC ALEXANDER, MICHAEL &	910-902-617-000	2009	K	210.50	21.04	20.00	251.54	□	_____
MC ALEXANDER, MICHAEL &	910-902-618-000	2010	K	210.44	21.04	20.00	251.48	□	_____
MC ALEXANDER, MICHAEL &	910-902-619-000	2012	K	210.08	21.00	20.00	251.08	□	_____
MC ALEXANDER, MICHAEL &	910-902-620-000	2014	K	210.54	21.04	20.00	251.58	□	_____
MC ALEXANDER, MICHAEL &	910-902-621-000	2013	K	210.38	21.02	20.00	251.40	□	_____
TRUSHER, CHRISTINE	910-902-625-000	1995	K	47.08	4.70	10.00	61.78	□	_____
TRUSHER, CHRISTINE	910-902-626-000	2001	K	48.62	4.86	10.00	63.48	□	_____
TRUSHER, CHRISTINE	910-902-627-000	1996	K	47.56	4.74	10.00	62.30	□	_____
TRUSHER, CHRISTINE	910-902-628-000	2004	K	338.48	33.84	10.00	382.32	□	_____
TRUSHER, CHRISTINE	910-902-629-000	2006	K	68.14	6.80	20.00	94.94	□	_____
TRUSHER, CHRISTINE	910-902-630-000	1997	K	67.34	6.72	10.00	84.06	□	_____
TRUSHER, CHRISTINE	910-902-631-000	2003	K	338.66	33.86	10.00	382.52	□	_____
TRUSHER, CHRISTINE	910-902-632-000	1998	K	48.54	4.84	10.00	63.38	□	_____
TRUSHER, CHRISTINE	910-902-633-000	2002	K	318.78	31.86	10.00	360.64	□	_____
TRUSHER, CHRISTINE	910-902-634-000	1999	K	49.20	4.92	10.00	64.12	□	_____
TRUSHER, CHRISTINE	910-902-635-000	2000	K	68.44	6.84	10.00	85.28	□	_____
TRUSHER, CHRISTINE	910-902-636-000	2011	K	168.18	16.80	20.00	204.98	□	_____
TRUSHER, CHRISTINE	910-902-637-000	2005	K	338.34	33.82	20.00	392.16	□	_____
TRUSHER, CHRISTINE	910-902-639-000	2008	K	167.80	16.78	20.00	204.58	□	_____
TRUSHER, CHRISTINE	910-902-640-000	2007	K	168.10	16.80	20.00	204.90	□	_____
TRUSHER, CHRISTINE	910-902-641-000	2009	K	167.86	16.78	20.00	204.64	□	_____
TRUSHER, CHRISTINE	910-902-642-000	2010	K	147.84	14.78	20.00	182.62	□	_____
TRUSHER, CHRISTINE	910-902-643-000	2012	K	167.56	16.74	20.00	204.30	□	_____
TRUSHER, CHRISTINE	910-902-644-000	2014	K	167.86	16.78	20.00	204.64	□	_____
TRUSHER, CHRISTINE	910-902-645-000	2013	K	167.78	16.76	20.00	204.54	□	_____
TRUSHER, CHRISTINE	910-902-646-000	2015	K	67.50	6.74	20.00	94.24	□	_____
KINSELL, LAURIE B.	910-902-650-000	2014	K	460.70	46.06	20.00	526.76	□	_____
MC ALEXANDER, MICHAEL &	910-902-654-000	2002	K	360.42	36.04	10.00	406.46	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-902-723-000	2014	K	102.34	10.22	20.00	132.56	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-902-724-000	2015	K	101.08	10.10	20.00	131.18	□	_____
MASTEL, ROBERT G. & SANDRA LE	910-902-725-000	2013	K	102.50	10.24	20.00	132.74	□	_____



**County of TRINITY**  
**ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY**

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
ALAMEDA, JOANN	910-902-732-000	1995	K	45.28	4.52	10.00	59.80	□	_____
ALAMEDA, JOANN	910-902-733-000	2004	K	66.62	6.66	10.00	83.28	□	_____
ALAMEDA, JOANN	910-902-734-000	2001	K	46.76	4.66	10.00	61.42	□	_____
ALAMEDA, JOANN	910-902-735-000	1994	K	45.42	4.54	10.00	59.96	□	_____
ALAMEDA, JOANN	910-902-736-000	2006	K	66.30	6.62	20.00	92.92	□	_____
ALAMEDA, JOANN	910-902-737-000	1996	K	45.74	4.56	10.00	60.30	□	_____
ALAMEDA, JOANN	910-902-738-000	2003	K	66.80	6.68	10.00	83.48	□	_____
ALAMEDA, JOANN	910-902-739-000	2002	K	46.92	4.68	10.00	61.60	□	_____
ALAMEDA, JOANN	910-902-740-000	1997	K	65.52	6.54	10.00	82.06	□	_____
ALAMEDA, JOANN	910-902-741-000	1998	K	66.68	6.66	10.00	83.34	□	_____
ALAMEDA, JOANN	910-902-742-000	1999	K	47.30	4.72	10.00	62.02	□	_____
ALAMEDA, JOANN	910-902-743-000	2011	K	166.32	16.62	20.00	202.94	□	_____
ALAMEDA, JOANN	910-902-745-000	2000	K	66.58	6.64	10.00	83.22	□	_____
ALAMEDA, JOANN	910-902-746-000	2005	K	66.50	6.64	20.00	93.14	□	_____
ALAMEDA, JOANN	910-902-747-000	2008	K	165.98	16.58	20.00	202.56	□	_____
ALAMEDA, JOANN	910-902-748-000	2007	K	166.26	16.62	20.00	202.88	□	_____
ALAMEDA, JOANN	910-902-749-000	2009	K	166.02	16.60	20.00	202.62	□	_____
ALAMEDA, JOANN	910-902-750-000	2010	K	166.00	16.60	20.00	202.60	□	_____
ALAMEDA, JOANN	910-902-751-000	2012	K	165.72	16.56	20.00	202.28	□	_____
ALAMEDA, JOANN	910-902-752-000	2014	K	66.02	6.60	20.00	92.62	□	_____
ALAMEDA, JOANN	910-902-754-000	2013	K	65.94	6.58	20.00	92.52	□	_____
ROBERTS, JAKE & KATLYNE	910-902-763-000	2009	K	151.28	15.12	20.00	186.40	□	_____
HOGAN, MAUREEN	910-902-773-000	2008	K	281.24	28.12	20.00	329.36	□	_____
MANKINS, KIMBERLY	910-902-774-000	2009	K	301.96	30.18	20.00	352.14	□	_____
MEAD, MIKE	910-902-775-000	1983	K	81.00	8.10	10.00	99.10	□	_____
MEAD, MIKE	910-902-776-000	1984	K	77.16	7.70	10.00	94.86	□	_____
MEAD, MIKE	910-902-777-000	1985	K	77.04	7.70	10.00	94.74	□	_____
MEAD, MIKE	910-902-778-000	1986	K	63.04	6.30	10.00	79.34	□	_____
MEAD, MIKE	910-902-779-000	1987	K	63.64	6.36	10.00	80.00	□	_____
MEAD, MIKE	910-902-781-000	1989	K	62.78	6.26	10.00	79.04	□	_____
MEAD, MIKE	910-902-782-000	1990	K	63.42	6.34	10.00	79.76	□	_____
MEAD, MIKE	910-902-783-000	1991	K	64.96	6.48	10.00	81.44	□	_____
HOGAN, MAUREEN	910-902-786-000	2008	K	219.78	21.96	20.00	261.74	□	_____
HOGAN, MAUREEN	910-902-787-000	2009	K	220.24	22.02	20.00	262.26	□	_____
HOGAN, MAUREEN	910-902-788-000	2010	K	240.16	24.00	20.00	284.16	□	_____
MARCIEL, CHRISTOPHER & LINDA	910-902-795-000	2011	K	146.22	14.62	20.00	180.84	□	_____
MARCIEL, CHRISTOPHER & LINDA	910-902-796-000	2008	K	146.02	14.60	20.00	180.62	□	_____
MARCIEL, CHRISTOPHER & LINDA	910-902-797-000	2009	K	146.06	14.60	20.00	180.66	□	_____
MARCIEL, CHRISTOPHER & LINDA	910-902-798-000	2010	K	146.04	14.60	20.00	180.64	□	_____

County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
MARCIEL, CHRISTOPHER & LINDA	910-902-799-000	2012	K	145.90	14.58	20.00	180.48	□	_____
MARCIEL, CHRISTOPHER & LINDA	910-902-800-000	2014	K	46.06	4.60	20.00	70.66	□	_____
MARCIEL, CHRISTOPHER & LINDA	910-902-801-000	2015	K	45.86	4.58	20.00	70.44	□	_____
MARCIEL, CHRISTOPHER & LINDA	910-902-802-000	2013	K	146.02	14.60	20.00	180.62	□	_____
WIGGER, KATHY	910-902-805-000	2008	K	229.36	22.92	20.00	272.28	□	_____
WIGGER, KATHY	910-902-806-000	2009	K	229.50	22.94	20.00	272.44	□	_____
WIGGER, KATHY	910-902-807-000	2010	K	229.46	22.94	20.00	272.40	□	_____
WIGGER, KATHY	910-902-808-000	2014	K	129.48	12.94	20.00	162.42	□	_____
WIGGER, KATHY	910-902-809-000	2013	K	229.34	22.92	20.00	272.26	□	_____
THOMAS, CYNTHIA F	910-902-810-000	2011	K	101.98	10.19	20.00	132.17	□	_____
THOMAS, CYNTHIA F	910-902-812-000	2012	K	202.90	20.28	20.00	243.18	□	_____
THOMAS, CYNTHIA F	910-902-813-000	2014	K	103.42	10.34	20.00	133.76	□	_____
THOMAS, CYNTHIA F	910-902-814-000	2015	K	102.82	10.28	20.00	133.10	□	_____
THOMAS, CYNTHIA F	910-902-815-000	2013	K	103.30	10.32	20.00	133.62	□	_____
GRUBB, ROBERT & VALERIE	910-902-828-000	2011	K	138.73	13.87	20.00	172.60	□	_____
GRUBB, ROBERT & VALERIE	910-902-829-000	2008	K	276.24	27.62	20.00	323.86	□	_____
GRUBB, ROBERT & VALERIE	910-902-830-000	2007	K	277.20	27.72	20.00	324.92	□	_____
GRUBB, ROBERT & VALERIE	910-902-831-000	2009	K	276.42	27.64	20.00	324.06	□	_____
GRUBB, ROBERT & VALERIE	910-902-832-000	2010	K	276.38	27.62	20.00	324.00	□	_____
GRUBB, ROBERT & VALERIE	910-902-833-000	2012	K	275.46	27.54	20.00	323.00	□	_____
GRUBB, ROBERT & VALERIE	910-902-834-000	2014	K	103.42	10.34	20.00	133.76	□	_____
GRUBB, ROBERT & VALERIE	910-902-835-000	2013	K	117.88	11.78	20.00	149.66	□	_____
GRUBB, ROBERT & VALERIE	910-902-836-000	2015	K	102.82	10.28	20.00	133.10	□	_____
SMITH, WINSTON E. & LYNN A.	910-902-839-000	2006	K	87.28	8.72	20.00	116.00	□	_____
SMITH, WINSTON E. & LYNN A.	910-902-840-000	2011	K	88.10	8.80	20.00	116.90	□	_____
SMITH, WINSTON E. & LYNN A.	910-902-842-000	2005	K	87.00	8.70	20.00	115.70	□	_____
SMITH, WINSTON E. & LYNN A.	910-902-843-000	2008	K	87.48	8.74	20.00	116.22	□	_____
SMITH, WINSTON E. & LYNN A.	910-902-844-000	2007	K	87.72	8.76	20.00	116.48	□	_____
SMITH, WINSTON E. & LYNN A.	910-902-845-000	2009	K	87.56	8.74	20.00	116.30	□	_____
SMITH, WINSTON E. & LYNN A.	910-902-846-000	2010	K	87.52	8.74	20.00	116.26	□	_____
SMITH, WINSTON E. & LYNN A.	910-902-847-000	2012	K	92.36	9.22	20.00	121.58	□	_____
SMITH, WINSTON E. & LYNN A.	910-902-848-000	2014	K	92.56	9.24	20.00	121.80	□	_____
SMITH, WINSTON E. & LYNN A.	910-902-849-000	2013	K	92.22	9.22	20.00	121.44	□	_____
TURNER, DENNIS M. & BRENDA C.	910-902-856-000	2014	K	154.80	15.48	20.00	190.28	□	_____
FINLEY, SHAWN	910-902-861-000	1995	K	64.52	6.44	10.00	80.96	□	_____
FINLEY, SHAWN	910-902-862-000	2001	K	63.66	6.36	10.00	80.02	□	_____
FINLEY, SHAWN	910-902-863-000	1990	K	64.98	6.48	10.00	81.46	□	_____
FINLEY, SHAWN	910-902-864-000	1991	K	61.40	6.14	10.00	77.54	□	_____
FINLEY, SHAWN	910-902-865-000	1992	K	62.54	6.24	10.00	78.78	□	_____

County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
FINLEY, SHAWN	910-902-866-000	1993	K	63.78	6.36	10.00	80.14	□	_____
FINLEY, SHAWN	910-902-867-000	1994	K	63.76	6.36	10.00	80.12	□	_____
FINLEY, SHAWN	910-902-868-000	2004	K	63.94	6.38	10.00	80.32	□	_____
FINLEY, SHAWN	910-902-869-000	1996	K	63.74	6.36	10.00	80.10	□	_____
FINLEY, SHAWN	910-902-870-000	2006	K	64.08	6.40	20.00	90.48	□	_____
FINLEY, SHAWN	910-902-871-000	1997	K	63.66	6.36	10.00	80.02	□	_____
FINLEY, SHAWN	910-902-872-000	2002	K	64.24	6.42	10.00	80.66	□	_____
FINLEY, SHAWN	910-902-873-000	2003	K	64.08	6.40	10.00	80.48	□	_____
FINLEY, SHAWN	910-902-874-000	1998	K	63.66	6.36	10.00	80.02	□	_____
FINLEY, SHAWN	910-902-875-000	1999	K	63.66	6.36	10.00	80.02	□	_____
FINLEY, SHAWN	910-902-876-000	2011	K	64.68	6.46	20.00	91.14	□	_____
FINLEY, SHAWN	910-902-877-000	2000	K	63.66	6.36	10.00	80.02	□	_____
FINLEY, SHAWN	910-902-879-000	2005	K	63.88	6.38	20.00	90.26	□	_____
FINLEY, SHAWN	910-902-880-000	2008	K	64.22	6.42	20.00	90.64	□	_____
FINLEY, SHAWN	910-902-881-000	2007	K	64.40	6.44	20.00	90.84	□	_____
FINLEY, SHAWN	910-902-882-000	2009	K	64.30	6.42	20.00	90.72	□	_____
FINLEY, SHAWN	910-902-883-000	2010	K	64.26	6.42	20.00	90.68	□	_____
FINLEY, SHAWN	910-902-884-000	2012	K	67.80	6.78	20.00	94.58	□	_____
FINLEY, SHAWN	910-902-885-000	2014	K	67.96	6.78	20.00	94.74	□	_____
FINLEY, SHAWN	910-902-886-000	2013	K	67.72	6.76	20.00	94.48	□	_____
FINLEY, SHAWN	910-902-887-000	2015	K	66.90	6.68	20.00	93.58	□	_____
EISEN, ARTHUR R	910-902-911-000	2013	K	85.94	8.58	20.00	114.52	□	_____
SMITH BOBBY	980-900-046-000	2016	G	215.78	21.56	20.00	257.34	□	_____
YANG, MINHO	980-900-047-000	2006	X	124.84	12.48	20.00	157.32	□	_____
VUE PARANEE	980-900-054-000	2016	G	56.40	5.64	20.00	82.04	□	_____
NRLL EAST, LLC	980-900-089-000	2007	X	22.58	2.24	20.00	44.82	□	_____
ROBIE, MATHEW S & SAMANTHA L	980-900-092-000	2007	X	66.62	6.66	20.00	93.28	□	_____
GONZALEZ, KELLY Y.	980-900-159-000	2000	X	43.94	4.38	10.00	58.32	□	_____
HOGAN, MAUREEN	980-900-364-000	2007	X	45.19	4.51	20.00	69.70	□	_____
BLAIRE, DAVID L & MARY BETH	980-901-034-000	2007	X	1,202.10	120.20	20.00	1,342.30	□	_____
BLAIR, DAVID L & MARY BETH	980-901-037-000	2006	X	96.92	9.68	20.00	126.60	□	_____
BRAZIL, WARREN &	980-901-114-000	2008	G	604.08	60.40	20.00	684.48	□	_____
VANG MAI DOUA ETAL	980-901-486-000	2014	X	291.50	29.14	20.00	340.64	□	_____
FRANKEL, LOUIS WILLIAM	980-901-489-000	2011	X	680.72	68.06	20.00	768.78	□	_____
FRANKEL, LOUIS WILLIAM	980-901-490-000	2011	X	680.72	68.06	20.00	768.78	□	_____
FRANKEL, LOUIS WILLIAM	980-901-491-000	2011	X	492.78	49.26	20.00	562.04	□	_____
JAMES INVESTMENT GROUP LLC	980-901-509-000	2014	X	250.86	25.08	20.00	295.94	□	_____
JAMES INVESTMENT GROUP LLC	980-901-511-000	2014	X	817.30	81.72	20.00	919.02	□	_____
JAMES INVESTMENT GROUP LLC	980-901-515-000	2014	X	1,018.64	101.86	20.00	1,140.50	□	_____

County of TRINITY  
ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
HAMANN, PHILIP &	980-901-599-000	2012	X	210.16	21.00	20.00	251.16	□	_____
BARNI ELMER & ELIZABETH	980-901-600-000	2012	X	138.98	13.88	20.00	172.86	□	_____
BARNI ELMER & ELIZABETH	980-901-601-000	2013	X	417.08	41.70	20.00	478.78	□	_____
JAN DEL ENTERPRISES INC	980-901-641-000	2012	X	24.28	2.42	20.00	46.70	□	_____
YANG, TEAL &	980-901-644-000	2011	X	32.82	3.28	20.00	56.10	□	_____
YANG, TEAL &	980-901-645-000	2012	X	189.64	18.96	20.00	228.60	□	_____
YANG, TONG	980-901-670-000	2013	X	77.56	7.74	20.00	105.30	□	_____
CHANG, PHAI	980-901-706-000	2013	X	51.48	5.14	20.00	76.62	□	_____
BARBER, JASON	980-901-708-000	2011	X	288.08	28.80	20.00	336.88	□	_____
BARBER, JASON	980-901-709-000	2012	X	678.64	67.86	20.00	766.50	□	_____
THAO, XAO	980-901-710-000	2013	X	41.86	4.18	20.00	66.04	□	_____
VANG, CHENG	980-901-715-000	2013	X	41.86	4.18	20.00	66.04	□	_____
STONEHOCKER, TYLER	980-901-716-000	2012	X	198.46	19.84	20.00	238.30	□	_____
STONEHOCKER, TYLER	980-901-717-000	2013	X	916.90	91.68	20.00	1,028.58	□	_____
HOOVER, CANDY	980-901-718-000	2011	X	264.98	26.48	20.00	311.46	□	_____
HOOVER, CANDY	980-901-719-000	2012	X	624.20	62.42	20.00	706.62	□	_____
FEDERAL NTL MORTGAGE ASSOC	980-901-833-000	2015	X	125.52	12.54	20.00	158.06	□	_____
MURPHY MATTHEW	980-901-834-000	2015	X	55.28	5.52	20.00	80.80	□	_____
MURPHY MATTHEW	980-901-835-000	2015	X	43.90	4.38	20.00	68.28	□	_____
MURPHY MATTHEW	980-901-836-000	2015	X	43.90	4.38	20.00	68.28	□	_____
MURPHY MATTHEW	980-901-837-000	2014	X	23.76	2.36	20.00	46.12	□	_____
MURPHY MATTHEW	980-901-838-000	2015	X	135.16	13.50	20.00	168.66	□	_____
OLIVER LUCILLE	980-901-840-000	2015	X	926.26	92.62	20.00	1,038.88	□	_____
BURCHILL BRIAN	980-901-844-000	2014	X	55.84	5.58	20.00	81.42	□	_____
BURCHILL BRIAN	980-901-845-000	2015	X	690.98	69.08	20.00	780.06	□	_____
BENNETT TERRENCE F	980-901-846-000	2015	X	990.22	99.02	20.00	1,109.24	□	_____
ROGERS ANTHONY LEE	980-901-847-000	2015	X	661.50	66.14	20.00	747.64	□	_____
RAGAIN JASON	980-901-848-000	2014	X	31.46	3.14	20.00	54.60	□	_____
RAGAIN JASON	980-901-849-000	2015	X	73.48	7.34	20.00	100.82	□	_____
RAGAIN JASON	980-901-850-000	2015	X	50.24	5.02	20.00	75.26	□	_____
THAO TONY &	980-901-851-000	2016	X	70.14	7.00	20.00	97.14	□	_____
OTT RYAN LEE	980-901-853-000	2015	X	71.52	7.14	20.00	98.66	□	_____
OTT RYAN LEE	980-901-854-000	2016	X	856.28	85.62	20.00	961.90	□	_____
THURMAN WILLIAM ALBERT	980-901-856-000	2015	X	618.78	61.86	20.00	700.64	□	_____
GONZALES IAN MICHAEL	980-901-857-000	2015	X	895.88	89.58	20.00	1,005.46	□	_____
GONZALES IAN MICHAEL	980-901-858-000	2015	X	704.52	70.44	20.00	794.96	□	_____
THURMAN WILLIAM ALBERT	980-901-859-000	2015	X	410.06	41.00	20.00	471.06	□	_____
TAYLOR TODD	980-901-861-000	2015	X	190.56	19.04	20.00	229.60	□	_____
69 DOLLY VARDON LAND TST	980-901-868-000	2015	X	72.72	7.26	20.00	99.98	□	_____

**County of TRINITY**  
**ASMTS ELIGIBLE FOR DISCHARGE OF ACCOUNTABILITY**

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
CHRISTIANA TRUST	980-901-874-000	2014	X	165.12	16.50	20.00	201.62	☐	_____
CHRISTIANA TRUST	980-901-875-000	2015	X	639.88	63.98	20.00	723.86	☐	_____
CHAMPION MORTGAGE CO	980-901-876-000	2015	X	925.92	92.58	20.00	1,038.50	☐	_____
GRUBIC, MITCHELL D	990-904-882-000	2008	X	108.90	10.89	0.00	119.79	☐	_____
GRUBIC, MITCHELL D	990-904-883-000	2009	X	426.60	42.66	0.00	469.26	☐	_____
DUERST DONNA	990-905-036-000	2011	X	990.00	99.00	0.00	1,089.00	☐	_____
FABBRI T J & A D TST 1996	990-905-178-000	2015	X	128.16	12.81	0.00	140.97	☐	_____
FABBRI T J & A D TST 1996	990-905-180-000	2015	X	172.10	17.21	0.00	189.31	☐	_____
FABBRI T J & A D TST 1996	990-905-181-000	2016	X	985.70	98.57	0.00	1,084.27	☐	_____
<b>Grand Total</b>	<b>Asmt Count:</b>	<b>984</b>		<b>187,601.28</b>	<b>18,722.39</b>	<b>7,410.00</b>	<b>213,733.67</b>		

## TRINITY COUNTY

### Item Report 6.1

Meeting Date: 7/20/2021

Department:  
Clerk of the Board

Contact:

Phone:

6.1 Closed Session 54954.5(c): Existing Litigation

#### **Requested Action:**

Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation

No. of Cases: 1

Trinity Action Association, Inc. v County of Trinity, et al (Trinity County Superior Court Case No. 19CV001)

**TRINITY COUNTY**  
Item Report 6.2

Meeting Date: 7/20/2021

Department:  
Clerk of the Board

Contact:

Phone:

6.2 Closed Session 54954.5(e): CAO Evaluation

**Requested Action:**

Government Code Section 54954.5(e) - Public Employee Evaluation: County Administrative Officer