



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF FEBRUARY 09, 2016 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) SOCIAL SERVICES

Approve and authorize the Director of Social Services to sign maintenance agreement between County of Plumas and Ray Morgan Company for maintenance of printer; approved as to form by County Counsel

B) PUBLIC HEALTH AGENCY

Approve and authorize the Chair to sign Agreements: MAA2016RHS with Ramsell Public Health & Safety of \$89,000; and MAA2016HRC with Healthreach of \$26,250 for Medical Administrative Claiming and Targeted Case Management Claiming services; approved as to form by County Counsel

2. DEPARTMENTAL MATTERS

A) 10:15 A.M. TREASURER/TAX COLLECTOR and COUNTY COUNSEL – Julie White/Steve Mansell
PUBLIC HEARING: Petition for rescission of sales of tax-defaulted property pursuant to Revenue and Taxation Code Section 3731, relating to six parcels: Assessor's Parcel Numbers 125-234-003, 125-203-011, 125-203-012, 125-203-013, 125-203-014, and 125-203-015; discussion and possible action

B) RISK MANAGEMENT – Pat Bennett

Report and update on department activities and accomplishments including workers compensation data from 2008 – 2015

C) PUBLIC HEALTH AGENCY – Mimi Hall

Approve and authorize the Chair to sign Collaboration Agreement between Plumas County Public Health Agency and Seneca District Hospital; Eastern Plumas Health Care; Plumas District Hospital and Greenville Rancheria Tribal Healthcare for the Plumas County Community Health Assessment and Community Improvement Plan; approved as to form by County Counsel; discussion and possible action

D) **AGRICULTURE/WEIGHTS & MEASURES** – Tim Gibson

Authorize the Agriculture Department to purchase equipment for a new Ford F250 Pickup of \$2,700 by utilizing unspent funds from new vehicle purchase (weather guard tool box; emergency warning light bar; and pickup truck headache rack); discussion and possible action

E) **PUBLIC WORKS** – Robert Perreault

Introduce and waive first reading of an **ORDINANCE** Amending Sections of Chapter 6 of Title 5 of the Plumas County Code Concerning Outdoor Festivals. **Roll call vote**

3. SHASTA CASCADE WONDERLAND ASSOCIATION

Annual report and update on activities of the Shasta Cascade Wonderland Association; and request for funding of up to \$60,000 (depending on program selected) for marketing and advertising; discussion and possible action

4. BOARD OF SUPERVISORS

A) **PUBLIC HEARING:** Finalize approval of Title III projects tentatively approved on December 15, 2015; authorize the Auditor/Controller to allocate funding; and authorize the Chair to sign agreements, subject to approval by County Counsel; discussion and possible action

Plumas County OES	\$75,000
Plumas County Sheriff	\$25,000
Plumas County Sheriff	\$125,000
Fire Safe Council Coordination	\$58,300
Fire Safe Council	\$44,000

B) Discussion and possible action regarding interview process for Behavioral Health Director

C) Correspondence

D) Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

E) Appointments

MOHAWK VALLEY CEMETERY DISTRICT

Appoint Patricia Bridge to the Mohawk Valley Cemetery District to fill a vacancy

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee appointment or employment – Chief Probation Officer
- B. Personnel: Public employee performance evaluation – Director of Public Health
- C. Personnel: Public employee performance evaluation – Museum Director
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, February 16, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: JANUARY 29, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 9, 2016, CONSENT AGENDA

RE: APPROVAL OF A MAINTENANCE AGREEMENT BETWEEN RAY MORGAN
COMPANY AND THE DEPARTMENT OF SOCIAL SERVICES;



It is Recommended that the Board of Supervisors

Approve a maintenance agreement between the Department of Social Services and the Ray Morgan Company for maintenance of the Department's printer; authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

Background and Discussion

The Department of Social Services utilizes several heavy duty printers in its daily business operations. The printers produce such items as required notices to our customers and court-related documents connected with Dependency proceedings. The Department has utilized Ray Morgan Company to maintain and repair the printers. The matter before your Board is to approve this agreement. The Department also requests authority for the Director of the Department of Social Services to sign the agreement as the Board's designee.

Financial Impact

The agreement covers the period from January 20, 2016 through January 19, 2021 and is not to exceed Six Thousand Dollars (\$6,000.00). There is no impact to the County General Fund.

Other Agency Involvement

County Counsel has approved the agreement as to form.

Copies: DSS Management Staff

Enclosure

SERVICES AGREEMENT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Ray Morgan Company, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Six Thousand Dollars (\$6,000.00).
3. Term. The term of this Agreement shall be from January 20, 2016 through January 19, 2021 unless terminated earlier as provided herein.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively "County Parties"), against any and all claims deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits and approvals that are legally required for

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of County. Except as expressly provided in this Agreement, contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age or medical condition.
14. Choice of Law. The laws of the State of California shall govern this Agreement.
15. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The Agreement and each of its provisions will be interpreted fairly, simply and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The heading and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail, and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Department of Social Services
Attn: Elliott Smart
270 County Hospital Road, Suite 207
Quincy, CA 95971

Contractor:

Ray Morgan Company
Attn: Trisha Lucero
3131 Esplanade
Chico, CA 95973

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of the agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. {Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. NOTE: Only for contracts in excess of \$10,000.00}

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

CONTRACTOR:

Ray Morgan Company, a
California Corporation

By: _____

Name: Mike Wysong
Title: Executive VP of Operations
Date signed:

By: _____

Name: Bob Quadrous
Title: CFO
Date signed:

COUNTY:

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

By: _____

Name: Elliott Smart
Title: Director
Date signed:

APPROVED AS TO FORM:

Stephen J. Howell, Deputy
Plumas County Counsel

1/26/16
Date

EXHIBIT A

Scope of Work

1. Contractor shall provide maintenance services for one (1) Canon Advance 8295 Copier and related parts and equipment (the "Covered Equipment").
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include all parts, labor, service and supplies including toner and drums (excluding paper and staples only).
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this Agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment.
5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B**Fee Schedule**

1. County shall pay a flat fee of \$294.00 (plus applicable taxes) every quarter to include up to 70,000 black and white images on the equipment covered by this Agreement.
2. County shall pay an additional \$0.0042 (plus applicable taxes) for every black and white copy made in excess of 70,000. This "overage" will be added to the quarterly invoice.
3. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
4. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
5. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

1B

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: February 1, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Consent Item for February 9, 2016

Item Description/Recommendation: Approve and direct Chair to sign the following Agreements: MAA2016RHS with Ramsell Public Health & Safety in the amount of \$89,000.00, and MAA2016HRC with Healthreach in the amount of \$26,250.00 for Medical Administrative Claiming and Targeted Case Management Claiming services.

Background Information: Plumas County Public Health Agency has participated in the Medi-Cal Administrative Activities (MAA) Program for the past several years. This program allows counties, through a system of time studies and cost reports to enhance existing time and activities performed by specific staff relating to administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure and duty statements.

The goal of the Medi-Cal Administrative Activities Program is to ensure that local assistance is provided to Medi-Cal eligible individuals, and their families in facilitating their receipt of services and activities from the Med-Cal Program.

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



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

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

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

Phone: (530) 283-6240
Fax: (530) 283-6116

February 9, 2016

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

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

Stephen L. Mansell

SUBJECT: Petition for Rescission of Sales of Tax-Defaulted Property pursuant to Revenue and Taxation Code Section 3731: APNs 125-234-003, 125-203-011, 125-203-012, 125-203-013, 125-203-014, and 125-203-015

Background:

Between 2013 and 2015, the Plumas County Tax Collector sold six tax-defaulted parcels previously owned by La Jolla Loans, Inc., at auction. Parcel number 125-234-003 was sold to GIS on Route 66, LLC, with deed recorded on June 21, 2013. Parcel number 125-203-013 was sold to Qing Ming Hou and Yue Yi Xiao, with deed recorded on June 21, 2013. Parcel numbers 125-203-011 and 125-203-012 were sold to Corner Market Holdings, LLC, with deed recorded on June 16, 2014. Finally, parcel numbers 125-203-014 and 125-203-015 were sold to Jared I. Ahmed, with deed recorded on September 9, 2015.

Unknown to the County, La Jolla Loans had filed for federal bankruptcy protection on February 10, 2010 in the U.S. Bankruptcy Court for the Southern District of California (located in San Diego). Plumas County was not listed on the schedule of creditors filed by La Jolla Loans with the bankruptcy court, and there is no record of the County having been notified about the bankruptcy prior to any of the aforementioned tax sales. The first notice the County received about this bankruptcy filing was via letter dated September 23, 2015 from the Law Offices of Norton Moore & Adams, attorneys for Ronald E. Stadtmueller, the appointed bankruptcy trustee. It should be noted that the Tax Collector's Office removes any properties that are part of a bankruptcy estate for pending tax sales as soon as it receives notice of the bankruptcy, so that it does not violate the automatic stay.

On July 25, 2015, the bankruptcy trustee entered into an agreement selling the above-listed parcels to David G. Knott. Apparently, Mr. Knott attempted to record deeds to the parcels, only to be informed that title had been previously transferred away from La Jolla Loans due to the tax sales. Mr. Knott has now petitioned the Board of Supervisors to rescind the tax sales pursuant to

TO: Honorable Board of Supervisors, County of Plumas
FROM: Stephen L. Mansell, *Deputy County Counsel*
SUBJECT: Petition for Rescission of Sales of Tax-Defaulted Property pursuant to Revenue and Taxation Code Section 3731: APNs 125-234-003, 125-203-011, 125-203-012, 125-203-013, 125-203-014, and 125-203-015

February 9, 2016

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the Board's authority under Revenue and Taxation Code Section 3731, on the grounds that the County did not have authority to sell parcels subject to bankruptcy's automatic stay.

Que Ming (David) Hou, the purchaser at tax sale of parcel number 125-203-013, objects to the rescission. An email from Mr. Hou expressing his objection is included in the Board packet. GIS on Route 66, LLC, the purchaser at tax sale of parcel number 125-234-003, has informed the Tax Collector that it does not object to the rescission. The Tax Collector has not received any communication from Jared I. Ahmed, the purchaser at tax sale of parcel numbers 125-203-014 and 125-203-015, regarding his position on the rescission.

Deeds recorded with the Plumas County Clerk-Recorder's Office show that parcel numbers 125-203-011 and 125-203-012 have been resold by the purchaser at tax sale, Corner Market Holdings, LLC. Parcel number 125-203-011 was sold to Jack A. Crish, Jr., with deed recorded on November 7, 2014. Parcel number 125-203-012 was sold to Kyle and Rachelle Whitzel, with deed recorded on November 26, 2014. Plumas County has no information that would indicate that these grantees were not bona fide purchasers for value.

Applicable Law:

Revenue and Taxation Code Section 3731, which grants authority to a county board of supervisors to rescind tax sales under certain circumstances, states:

- (a) When a tax deed to a purchaser of property sold by the tax collector pursuant to this part is recorded and **it is determined that the property should not have been sold**, the sale may be rescinded by the board of supervisors with the written consent of the county legal adviser and the purchaser of the property or a successor in interest in the property, except a bona fide purchaser for value, under any of the following circumstances:
 - (1) **The property has not been transferred or conveyed by the purchaser at the tax sale to a bona fide purchaser for value.**
 - (2) The property has not become subject to a bona fide encumbrance for value subsequent to the recordation of the tax deed.
- (b) If the written consent of the purchaser of the property or a successor in interest is not obtained pursuant to subdivision (a), the sale may be rescinded by the board of supervisors pursuant to the circumstances specified in subdivision (a), if both of the following conditions are met:
 - (1) Notwithstanding Section 3731.1, a hearing is scheduled before the board of supervisors.
 - (2) (A) A notification is provided to the purchaser of the property or a successor in interest that contains all of the following information:
 - (i) The date, time, and place of the hearing.
 - (ii) A description of the property that was sold.
 - (iii) The reason for rescinding the sale of the property.
 - (iv) A statement that a refund will be issued to the purchaser of the property or the successor in interest, if applicable, for the purchase amount of the property plus

TO: Honorable Board of Supervisors, County of Plumas
FROM: Stephen L. Mansell, *Deputy County Counsel*
SUBJECT: Petition for Rescission of Sales of Tax-Defaulted Property pursuant to Revenue and Taxation Code Section 3731: APNs 125-234-003, 125-203-011, 125-203-012, 125-203-013, 125-203-014, and 125-203-015

February 9, 2016

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interest at the county pool apportioned rate as specified in Section 5151 from the date of the purchase of the property.

- (B) The tax collector shall send the notice, not less than 45 days prior to the date of the hearing, to the purchaser of the property or a successor in interest by certified mail with return receipt requested. The notice shall be sent to the last known mailing address of the purchaser of the property or a successor in interest.
- (c) When the sale of tax-defaulted property is rescinded pursuant to this section, the purchaser or a successor in interest is entitled to a refund of the amount paid as the purchase price plus interest at the county pool apportioned rate as specified in Section 5151 from the date of the purchase of the property after rescission of the tax deed is recorded.
- (d) The rescission shall be executed by the county tax collector and, if rescinded pursuant to subdivision (a), also by the purchaser or a successor in interest. The signature of both the county tax collector and the purchaser or a successor in interest shall be acknowledged by the county clerk, without charge, and the county tax collector shall then record the rescission with the county recorder, without charge. When the rescission is recorded, the tax deed becomes null and void as though never issued and all provisions of law relating to tax-defaulted property shall apply to the property.
- (e) The holder of a tax certificate who received all or any part of the amount paid by the purchaser or a successor in interest shall not be obligated to make any refund or repayment of any amount to the purchaser, the delinquent taxpayer, the county, or any other person. The tax collector may use amounts on deposit in the Tax Certificate Redemption Fund to make the refund, but only to the extent those amounts were paid to the holder of the applicable tax certificate.
- (f) Subdivision (b) shall apply to sales that are completed on or after January 1, 2010.
- (g) A proceeding may be commenced in a court pursuant to Section 3725 only if the person commencing the proceeding first petitions the board of supervisors to rescind the sale of a tax deed pursuant to this section.

(Emphasis added)

The filing of a petition for bankruptcy protection creates an automatic stay that prohibits most types of enforcement actions against a debtor. 11 U.S.C. § 362(a). Actions in violation of an automatic stay are void, not merely voidable, meaning that the debtor (or bankruptcy trustee) does not have to affirmatively declare a desire to nullify the violating transactions, as they are nullified as a matter of law. *In re Schwartz* (9th Cir. 1992) 954 F.2d 569, 571-72. “The automatic stay is a self-executing provision of the Bankruptcy Code and begins to operate nationwide, *without notice*, once the debtor files its petition for relief.” *In re A.H. Robins Co.* (Bankr.E.D.Va. 1986) 63 B.R. 986, 988 (emphasis added); *In re Halas* (Bankr.N.D.Ill. 1996) 194 B.R. 605.

Ordinarily, a party has one year from the date of the execution of the tax collector’s deed within which to petition the county board of supervisors to rescind a tax sale. Cal. Rev. & Tax. Code § 3725(a)(1). However, this does not apply to defects in the tax sale that are jurisdictional – i.e., transactions that are void rather than voidable. *Paul v. Los Angeles County Flood Control Dist.* (1974) 37 Cal.App.3d 265, 272 (statute of limitations did not apply to tax sale where taxes had

TO: Honorable Board of Supervisors, County of Plumas
FROM: Stephen L. Mansell, *Deputy County Counsel*
SUBJECT: Petition for Rescission of Sales of Tax-Defaulted Property pursuant to Revenue and Taxation Code Section 3731: APNs 125-234-003, 125-203-011, 125-203-012, 125-203-013, 125-203-014, and 125-203-015

February 9, 2016

Page 4 of 4

actually been paid and county thereby did not authority to sell the property); *L&B Real Estate v. Housing Authority of County of Los Angeles* (2007) 149 Cal.App.4th 950, 959 (“[d]ecisions interpreting [Revenue & Taxation Code] section 3725 ... hold that those limitation periods do not apply when a jurisdictional defect in the tax deed is involved”).

Action:

The County Counsel’s Office concurs with the petitioner that the sales of parcel numbers 125-234-003, 125-203-013, 125-203-014, and 125-203-015 should be rescinded by the Board of Supervisors. Although the County was unaware of the bankruptcy filing by La Jolla Loans, Inc., the automatic stay applies regardless of notice, rendering the County without authority to sell any property within the bankruptcy estate while the automatic stay is in effect. This is a jurisdictional issue, rather than a procedural issue, rendering the statute of limitations contained in Revenue and Taxation Code Section 3725 inapplicable. This situation meets the standard for rescission set forth in Revenue and Taxation Code Section 3731, which is that “the property should not have been sold.” However, because parcel numbers 125-203-011 and 125-203-012 have been subsequently sold by the purchaser at the tax sale to apparent bona fide third party purchasers, the Board of Supervisors does not have authority to unilaterally rescind the tax sales of those parcels due to the operation of Revenue and Taxation Code Section 3731(a)(1).

The Board has the following alternatives available:

- A. Grant the petition for rescission of tax sales, except with respect to APNs 125-203-011 and 125-203-012. Direct staff to prepare a resolution of rescission relating to the tax sales of APNs 125-234-003, 125-203-013, 125-203-014, and 125-203-015, pursuant to its authority under Revenue and Taxation Code Section 3731(b), and to place such resolution on the Board’s agenda for its February 16, 2016 regular meeting.
- B. Reject the petition, leaving the tax sales of the above-listed parcels undisturbed. Petitioner could then file suit challenging the tax sales.

END OF MEMORANDUM

RANDOLPH C. HOUTS

AND ASSOCIATES

ATTORNEYS AT LAW

OF COUNSEL:
Thomas B. Gorill

771 Jamacha Road #527
El Cajon, California 92019

TELEPHONE (619) 401-2215
FACSIMILE (619) 599-8877

December 14, 2015

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

*Via Email and Certified Mail,
Return Receipt Requested*

**Re: *In re La Jolla Loans, Inc., U.S. Bankruptcy Court, S.D. Cal. Case No. 10-02054-LA7; Demand for
Immediate Rescission of Unlawful Tax Sales of Real Properties***

Ladies and Gentlemen:

This office represents David Knott in contemplated proceedings in Federal Court with respect to the Plumas County Board of Supervisors. With your prompt attention to the action requested in this letter, those proceedings may be avoided.

On or about February 10, 2010, an entity called La Jolla Loans, Inc. filed a Chapter 7 Bankruptcy proceeding in the above-entitled U.S. Bankruptcy Court. By virtue of 11 U.S.C. Section 362, an Order for Relief was immediately issued. The Order for Relief included a legal injunction which forbade the sale of La Jolla Loans, Inc. assets. Among the assets of the debtor at the time the Order for Relief arose were certain real properties in your County described as follows:

1. APN 125-234-003
2. APN 125-203-011
3. APN 125-203-012
4. APN 125-203-013
5. APN 125-203-014
6. APN 125-203-015

These properties are henceforth referred to as the "Portola Lots." The Trustee appointed in La Jolla Loans, Inc.'s Bankruptcy case obtained court authority to dispose of the Portola Lots, which were then sold to our client, Mr. Knott. The Trustee and Mr. Knott recently determined that the County sold the Portola Lots to satisfy liens for unpaid taxes. To lawfully conduct such sales, the County would have first have had to obtain an order lifting the automatic stay, but it apparently failed to do so. Under such circumstances, the lien sales are void, not merely voidable. 11 U.S.C. 362(a); *In re Schwartz*, 954 F.2d 569, 571 (9th Cir. 1992).

In communications between the Trustee's counsel, Norton, Moore & Adams and Stephen Mansell, your County Counsel, it has been discussed that, pursuant to Revenue and Tax Code Section 3731(a), the Board of Supervisors can rescind the sales of all of the Portola Lots except APN 125-203-011 and APN 125-203-012, which were apparently re-sold subsequent to the tax sale and may be in the hands of bona fide purchasers. The County Counsel has directed Mr. Knott to contact the Board of Supervisors directly in this regard.

The purpose of this letter is to present Mr. Knott's demand for prompt action to rescind the tax sales of the above named parcels and to facilitate the transfer to and establishment of clear title to the subject properties for Mr. Knott, as required by law.

Time is of the essence in this matter, because further delay in clearing Mr. Knott's title may result in additional properties being transferred to bona fide purchasers, thus complicating and increasing the expense

involved in efforts Mr. Knott may muster to recover title to such properties, or other damages.

The sales of the Portola Lots were conducted in violation of an existing Federal Court Order (the Bankruptcy Court's Order for Relief) and no further court order is required to provide the basis for the action demanded of the Board of Supervisors. Violations of the Automatic Stay are enforceable through the Court's contempt powers, although I assume such action will not be necessary, once this letter comes to the attention of the Board of Supervisors. The order violated, albeit in all likelihood inadvertently, is clear and unambiguous, has been proved to you by clear and convincing admissible evidence, and lawfully must be acted on diligently. The fact that the violation was not willful is of no moment. McComb v. Jacksonville Paper Co., 336 U.S. 187, 191 (1949); United States v. Crawford Enterprises, Inc., 643 F.Supp. 379, 380 (S.D. Tex. 1986).

Under such circumstances and to avoid further loss to my client or legal proceedings, please pass any necessary resolution and otherwise act immediately to rescind the sales of the Portola Lots. I have enclosed excerpts from prior correspondence for your reference. The courtesy of reply in writing is requested by the close of business this Friday, December 18, 2015. Please include in your reply the time by which such actions will begin and direct your acknowledgment of this letter and further communications to this office. Thank you for your anticipated timely action on and consideration of this matter.

Very Truly Yours,

RANDOLPH C. HOUTS AND ASSOCIATES



Randolph C. Houts

RCH/vvh

Enclosures

cc: D. Knott, Mr. Mansell



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 201
Quincy, California 96271-8116

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

Phone: (530) 283-6240
Fax: (530) 283-6116

November 18, 2015

VIA FACSIMILE AND U.S. MAIL

Richard C. Norton
Law Offices of Norton, Moore & Adams
525 B Street, Suite 1500
San Diego, California 92101
Facsimile: (619) 231-7595

Re: *In re La Jolla Loans, Inc.*, U.S. Bankruptcy Court, S.D. Cal., No. 10-02054-LA7

Dear Mr. Norton:

On October 16, 2015, I sent you a letter promising to investigate the matter of an alleged violation of the automatic stay in the above-referenced bankruptcy case, occurring via a tax sale of six parcels of land by the Plumas County Tax Collector. Below are the results of that investigation.

1. When informed of this alleged violation, our Tax Collector expressed surprise, as it is the County's policy and practice to immediately flag all accounts of taxpayers known to be in bankruptcy, and to remove any properties related to those accounts from any pending tax sales. A search of the County's records on the taxpayer in question revealed that notice had not been received that this taxpayer had filed for bankruptcy.
2. A review of the PACER database on the above-referenced case revealed that the County of Plumas had not been listed on the petition schedule as one of the taxpayer's creditors. This is likely why the County had never received notice of the bankruptcy.
3. Parcel number 125-234-003 was sold to GIS on Route 66, LLC, with deed recorded on June 21, 2013.
4. Parcel numbers 125-203-011 and 125-203-012 were sold to Corner Market Holdings, LLC, with deed recorded on June 16, 2014. Both parcels have been subsequently resold. Corner Market Holdings, LLC sold parcel number 125-203-011 to Jack A. Crish, Jr., with deed recorded on November 7, 2014. Corner Market Holdings, LLC sold parcel number 125-203-012 to Kyle and Rachelle Whitzel, with deed recorded on November 26, 2014. Plumas County has no information that would indicate that these grantees were not bona

Richard C. Norton
Law Offices of Norton, Moore & Adams

Re: *In re La Jolla Loans, Inc.*, U.S. Bankruptcy Court, S.D. Cal., No. 10-02054-LA7
November 18, 2015

Page 2 of 3

fide purchasers for value.

5. Parcel number 125-203-013 was sold to Qing Ming Hou and Yue Yi Xiao, with deed recorded on June 21, 2013.
6. Parcel numbers 125-203-014 and 125-203-015 were sold to Jared L Ahmed, with deed recorded on September 9, 2015.

Because parcel numbers 125-203-011 and 125-203-012 have been resold, Plumas County does not have the power to rescind these transactions. See Revenue and Taxation Code Section 3731(a):

When a tax deed to a purchaser of property sold by the tax collector pursuant to this part is recorded and it is determined that the property should not have been sold, the sale may be rescinded by the board of supervisors with the written consent of the county legal adviser and the purchaser of the property or a successor in interest in the property, except a bona fide purchaser for value, under any of the following circumstances:

- (1) The property has not been transferred or conveyed by the purchaser at the tax sale to a bona fide purchaser for value.

...

The sales of the remaining four parcels may be rescinded upon petition to the Plumas County Board of Supervisors and subsequent hearing upon the petition before the Board. Revenue and Taxation Code Section 3731(b), (g). Petition may be made to the Board of Supervisors at:

Plumas County Board of Supervisors
520 Main Street, Room 309
Quincy, California 95971
Attn: Clerk of the Board

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Richard C. Norton
Law Offices of Norton, Moore & Adams

Re: *In re La Jolla Loans, Inc.*, U.S. Bankruptcy Court, S.D. Cal., No. 10-02054-LA7
November 18, 2015

Page 3 of 3

The County is unable to take any further action at this time except as described above, for the reasons stated herein.

Sincerely,

R. CRAIG SETTLEMIRE
Plumas County Counsel

By Stephen L. Mansell
Stephen L. Mansell
Deputy County Counsel

cc: Julie White, Treasurer-Tax Collector

RICHARD C. NORTON

LAW OFFICES
NORTON MOORE & ADAMS
A LIMITED LIABILITY PARTNERSHIP
526 B STREET, SUITE 1500
SAN DIEGO, CALIFORNIA 92101

TELEPHONE
(619) 233-8200
TELECOPIER
(619) 231-7595

September 23, 2015

Via Overnight Delivery -Federal Express

City of Portola
c/o Steve Gross, City Attorney
35 3rd Ave.
Portola, CA 96122

Plumas County Recorder's Office
c/o Kathy Williams, Plumas County Clerk Recorder
520 Main Street, Room 102
Quincy, CA 95971

Re: In re La Jolla Loans, Inc.
United States Bankruptcy Court, S.D. Cal., No. 10-02054-LA7

Dear Mr. Gross and Ms. Williams:

On or about *February 10, 2010*, the debtor, an entity known as La Jolla Loans, Inc. ("La Jolla Loans"), filed with the United States Bankruptcy Court, Southern District of California, a petition for relief pursuant to the provisions of Chapter 7 of Title 11, United States Bankruptcy Code (the "Petition"), a copy of which is enclosed with this letter.

Ronald E. Stadtmueller, is the duly appointed Chapter 7 trustee for the bankruptcy estate of La Jolla Loans. A copy of the notice of Mr. Stadtmueller's appointment from the United States Bankruptcy Court is enclosed with this letter.

This law firm represents Ronald E. Stadtmueller, Chapter 7 Trustee ("Trustee") for the bankruptcy estate of La Jolla Loans, Inc. ("La Jolla Loans"). A copy of the court order confirming my firm's employment by the Trustee is enclosed with this letter.

At the time of the Petition, debtor, La Jolla Loans, held title to certain real property located in the City of Portola, County of Plumas, State of California, which are identified by the following parcel numbers:

- A. APN 125-234-003;
- B. APN 125-203-011;
- C. APN 125-203-012;
- D. APN 125-203-013;
- E. APN 125-203-014; and
- F. APN 125-203-015.

(Hereinafter the "Portola Lots" or "subject property.")

September 23, 2015
Steve Gross, City Attorney
Kathy Williams, County Clerk Reporter
Page 2

The Trustee, on behalf of the bankruptcy estate, recently sold the Portola Lots to a third party buyer, David Knott ("Buyer"). On August 25, 2015, the United States Bankruptcy Court entered its order approving the sale of the Portola Lots to the Buyer, a copy of which is enclosed with this letter.

Several days ago, the Buyer discovered that the County of Plumas recently foreclosed on the Portola Lots for the payment and collection of delinquent property tax assessments. There was no relief from stay obtained from the United States Bankruptcy Court in advance of the sale which permitted the foreclosure of the bankruptcy estate property.

As you know, the filing of the Bankruptcy Petition by La Jolla Loans on February 10, 2010, triggered the automatic stay under Section 362(a) of the United States Bankruptcy Code. Consequently, under Section 362(a), the following types of conduct and enforcement of collection is strictly prohibited, and has been prohibited since the petition was filed:

(a) . . . [A] petition filed under section 301, 302, or 303 of this title, . . . operates as a stay, applicable to all entities, of--

(3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate;

(4) any act to create, perfect, or enforce any lien against property of the estate;

Any act violating the automatic stay is void (not merely "voidable"). *In re Schwartz*, 954 F.2d 569, 571 (9th Cir. 1992). Therefore, the foreclosure sale by the County of Plumas constitutes an act in violation of the automatic stay and is void as a matter of law.

Accordingly, we kindly request your cooperation in transferring title to the Portola Lots described above back to the name of the debtor, La Jolla Loans, Inc., or transfer title to the Buyer. We look forward to your response to this urgent matter.

If you should have any questions relating to this matter, please do not hesitate to contact me.

Very truly yours,

NORTON MOORE & ADAMS
A Limited Liability Partnership



By: Richard C. Norton

RCN/mn
Enclosures
cc: David Knott, Buyer

	US Airbill	FedEx Tracking Number	8575 7673 2780
Please print and print bold			
9/23/15		Sender's FedEx Account Number	2233-6661-9
Shipper's Name	RICHARD NORTON Phone (619) 283-8200		
Company	NORTON, RICHARD C, LAW OFC OF		
Address	525 B ST STE 1500		
City SAN DIEGO		State CA	Zip 92101-4417
our internal Billing Reference A 3 digit code will appear on bills.			
Recipient's Name	KATHY WILLIAMS Phone 1		
Company	Plumas County Recorders Office		
Recipient's Address	520 MAIN ST., ROOM 102		
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Address	request a package be held at a specific FedEx location, print FedEx address here.		
QUINCY		State CA	Zip 95971
0287750702			



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SHIPPER:		<u>2233-6661-9</u>
<u>RICHARD NORTON</u>		<u>Phone (619) 233-8200</u>
PROPERTY:		<u>RICHARD C. LAW OFC OF</u>
ADDRESS:		<u>525 B ST STE 1500</u>
CITY:		<u>SAN DIEGO</u>
STATE/ZIP:		<u>CA 92101-4417</u>
SHIPMENT'S ADDRESS:		<u>Internal Billing Reference</u>
		<u>CA 92101-4417</u>
		<u>OPTIONAL</u>
SHIPMENT'S NAME:		<u>Steve Gross</u>
PHONE:		<u>1</u>
PROPERTY:		<u>City Attorney, City of Portola</u>
SHIPMENT'S ADDRESS:		<u>35 3rd Ave</u>
		<u>CA 96122</u>
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<u>Portola</u>		<u>0337750702</u>



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<input type="checkbox"/> FedEx 2 Day Second business day* delivery. Order by noon Monday unless FedEx Delivery is delayed.		<input type="checkbox"/> FedEx Express Saver Sunday delivery NOT available.	
<input type="checkbox"/> FedEx Ground Same day delivery. Order by noon Monday unless FedEx Delivery is delayed.		<input type="checkbox"/> FedEx 1 Day Freight Second business day* delivery. Order by noon Monday unless FedEx Delivery is delayed.	
*Call for restrictions			
4b Express Freight Service		Packages over 100 lbs.	
<input type="checkbox"/> FedEx 1 Day Freight Same day delivery. Order by noon Monday unless FedEx Delivery is delayed.		<input type="checkbox"/> FedEx 2 Day Freight Second business day* delivery. Order by noon Monday unless FedEx Delivery is delayed.	
**Call for restrictions			
5 Packaging		Packages over 100 lbs.	
<input checked="" type="checkbox"/> FedEx Envelope		<input type="checkbox"/> FedEx Pak* FedEx Small Pak, FedEx Large Pak, FedEx Heavy Pak	
<input type="checkbox"/> FedEx Box		<input type="checkbox"/> FedEx Box	
<input type="checkbox"/> FedEx Tube		<input type="checkbox"/> FedEx Other	
*Standard order fees apply			
6 Special Handling		Include FedEx address in Section 2.	
<input type="checkbox"/> SATURDAY Delivery		<input type="checkbox"/> HOLD Workship At FedEx Location	
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<input type="checkbox"/> FedEx First Choice, FedEx Express FedEx First Choice, FedEx Express FedEx First Choice, FedEx Express		<input type="checkbox"/> FedEx Saturday FedEx Location	
Does this shipment contain dangerous goods?		Dry Ice Dry Ice is used _____	
<input type="checkbox"/> No		<input type="checkbox"/> Yes Yes, my shipment is not dangerous Please check Shippers Declaration	
Dangerous goods handling fee will be applied to FedEx packages			
Dangerous goods handling fee will be applied to FedEx packages		<input type="checkbox"/> Cargo Aircraft Only	
7 PAYMENT <small>After 12:01 AM</small>		<input type="checkbox"/> Same Pacific Post, Net, or Double Card Net, before <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Recipient <input type="checkbox"/> Third Party <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash/Check	
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FedEx Packages		Total Weight	
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Indirect Signature This package may be left without a signature if delivery is delayed, they sign for delivery. See above.			
			
519			

United States Bankruptcy Court Southern District of California		Voluntary Petition																																																																											
Name of Debtor (if individual, enter Last, First, Middle): La Jolla Loans, Inc.	Name of Joint Debtor (Spouse) (Last, First, Middle):																																																																												
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):																																																																												
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) 33-0870031	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)																																																																												
Street Address of Debtor (No. and Street, City, and State): P.O. Box 947 Del Mar, CA	Street Address of Joint Debtor (No. and Street, City, and State):																																																																												
ZIP Code 92014	ZIP Code																																																																												
County of Residence or of the Principal Place of Business: San Diego	County of Residence or of the Principal Place of Business:																																																																												
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):																																																																												
ZIP Code	ZIP Code																																																																												
Location of Principal Assets of Business Debtor (if different from street address above):																																																																													
Type of Debtor (Form of Organization) (Check one box)	Nature of Business (Check one box)	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)																																																																											
<input type="checkbox"/> Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	<input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13	<input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding																																																																										
Tax-Exempt Entity (Check box, if applicable)			Nature of Debts (Check one box)																																																																										
<input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).			<input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.																																																																										
Filing Fee (Check one box)		Chapter 11 Debtors																																																																											
<input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000.																																																																											
Statistical/Administrative Information *** Michael T. O'Halloran CLS-B #90085 ***		Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b). THIS SPACE IS FOR COURT USE ONLY																																																																											
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B1 (Official Form 1)(1/08) Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): La Jolla Loans, Inc.	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Exhibit A		Exhibit B	
(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)		(To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that he or she may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).	
<input type="checkbox"/> Exhibit A is attached and made a part of this petition.		X Signature of Attorney for Debtor(s) (Date)	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue			
(Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property			
(Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) (Name of landlord that obtained judgment) _____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): La Jolla Loans, Inc.
Signatures		
Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, under the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b). I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.		
<input checked="" type="checkbox"/> Signature of a Foreign Representative I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition. (Check only one box.) <input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached. <input type="checkbox"/> Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.		
X Signature of Debtor		
X Signature of Joint Debtor		
Telephone Number (If not represented by attorney)		
Date		
Signature of Attorney* <input checked="" type="checkbox"/> <u>/s/ Michael T. O'Halloran CLS-B</u> Signature of Attorney for Debtor(s) <u>Michael T. O'Halloran CLS-B #99085</u> Printed Name of Attorney for Debtor(s) <u>Law Office of Michael T. O'Halloran</u> Firm Name <u>1010 Second Avenue, Suite 1727</u> <u>San Diego, CA 92101-4908</u>		
Address Email: MTO@DebtSD.com <u>619-233-1727 Fax: 619-233-6526</u> Telephone Number <u>February 9, 2010</u> Date		
*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.		
Signature of Debtor (Corporation/Partnership) I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.		
X Signature of Authorized Individual <u>R. McMahon</u> Printed Name of Authorized Individual <u>C.E.O.</u> Title of Authorized Individual <u>February 9, 2010</u> Date		
Signature of a Foreign Representative I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition. (Check only one box.) <input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached. <input type="checkbox"/> Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.		
X Signature of Foreign Representative		
Printed Name of Foreign Representative		
Date		
Signature of Non-Attorney Bankruptcy Petition Preparer I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.		
Printed Name and title, if any, of Bankruptcy Petition Preparer		
Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.) Address		
X Date		
Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above. Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual: If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.		

UNITED STATES BANKRUPTCY COURT Southern District of California	
Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines A chapter 7 bankruptcy case concerning the debtor(s) Corporation Publicly Held listed below was filed on 2/10/10.	
You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.	
See Reverse Side For Important Explanations	
Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address): La Jolla Loans, Inc. P.O. Box 947 Del Mar, CA 92014	
Case Number: 10-02054-JM7	Taxpayer ID/Employer ID/Other Nos.: 33-0970031
Attorney for Debtor(s) (name and address): Michael T. O'fallon 1010 Second Avenue, Ste. 1727 San Diego, CA 92101 Telephone number: (619) 233-1727	Bankruptcy Trustee (name and address): Ronald E. Stadtmueller 10755 Scripps Poway Pkwy., #370 San Diego, CA 92131 Telephone number: 858-564-9310
Meeting of Creditors	
Date: March 17, 2010 Location: Office of the U.S. Trustee, 402 W. Broadway (use C St. entrance), Suite 630, San Diego, CA 92101	Time: 08:00 AM
Creditors May Not Take Certain Actions:	
In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.	
Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.	
Creditor with a Foreign Address	
A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.	
Address of the Bankruptcy Clerk's Office: Jacob Weinberger U.S. Courthouse 325 West F Street San Diego, CA 92101-6991 Telephone number: 619-557-5620 Website: www.casb.uscourts.gov	For the Court: Clerk of the Bankruptcy Court: Barry K. Lander
Hours Open: Monday - Friday 9:00 AM - 4:00 PM	Date: 2/11/10

EXPLANATIONS

FORM B9B (12/07)

Filing of Chapter 7 Bankruptcy Case	A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment, taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. The <i>debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors</i> . Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.
Do Not File a Proof of Claim at This Time	There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time</i> . If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Refer to Other Side for Important Deadlines and Notices	

NOTICE OF APPOINTMENT OF INTERIM TRUSTEE

An order for relief having been entered in the above-referenced case on 2/10/10, the following person is named Interim Trustee of the estate of the debtor:

Ronald E. Stadtmueller
10755 Scripps Poway Pkwy., #370
San Diego, CA 92131

TRUSTEE REQUIREMENTS

Debtors and debtors' attorneys must review the Standing Administration Guidelines immediately to comply with the production of supporting documentation of material represented in the Schedules and Statement of Financial Affairs. Failure to do so in a timely manner may result in continuances of Meetings and additional appearances. The Standing Administration Guidelines are available on the internet at:

<http://www.casb.uscourts.gov/pdf/guidelines.pdf>

DISMISSAL OF CASE

Notice is given that this case will be dismissed if the debtor(s) fails to pay the filing fee pursuant to Interim Rules of Bankruptcy Procedure 1006. This dismissal will occur without further notice.

Furthermore, notice is given that if the Debtor fails to file schedules, statements or other documents required by the Interim Rules of Bankruptcy Procedure 1007 and 11 U.S.C. 521, or if the Debtor or Joint Debtor fails to appear at the scheduled §341(a) meeting that the Court, Trustee or U.S. Trustee may move for dismissal of case without further notice to the Debtor or Creditors. A party in interest may object to the motion for dismissal at the §341(a) meeting, at which time a hearing on the objection will be scheduled.

BANKRUPTCY FRAUD

If you have information regarding any bankruptcy fraud or abuse, please contact the United States Trustee in writing at 402 West Broadway, Suite 600, San Diego, CA 92101 and/or by calling 619-557-5013.

For the Court:

Barry K. Lander, Clerk
United States Bankruptcy Court
Southern District of California

Dated: 2/11/10

CSD 1001A [11/15/04]

Name, Address, Telephone No. & I.D. No.

Richard C. Norton, Esq. (135024)
 NORTON MOORE & ADAMS, LLP
 525 B Street, Suite 1500
 San Diego, CA 92101
 Tel.: (619) 233-8200
 Fax: (619) 231-7595
 Attorneys for Stadtmueller, Ch. 7 Trustee

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF CALIFORNIA
 325 West "F" Street, San Diego, CA 92101-6991



In Re

LA JOLLA LOANS, INC.,

BANKRUPTCY NO. 10-02054-JM7

Debtor.

Date of Hearing: n/a
 Time of Hearing: n/a

**ORDER APPROVING EX PARTE APPLICATION BY TRUSTEE
 FOR AUTHORITY TO EMPLOY GENERAL COUNSEL**

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2) through two with exhibits, if any, for a total of two pages, is granted. Motion/Application Docket Entry No.

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March 18, 2010

DATED:

Signature by the attorney constitutes a certification under Fed. R. of Bankr. P. 9011 that the relief in the order is the relief granted by the court.

Submitted by:

NORTON MOORE & ADAMS, LLP
 (Firm name)

/s/ Richard C. Norton

By: Attorney for [X] Movant [] Respondent

Judge, United States Bankruptcy Court

CSD 1001A

CSD 1001A

CSD 1001A [11/15/04] (Page 2)

ORDER APPROVING EX PARTE APPLICATION BY TRUSTEE FOR AUTHORITY TO EMPLOY GENERAL COUNSEL

DEBTORS: LA JOLLA LOANS, INC.

CASE NO.: 10-02054-JM7

Upon the foregoing ex parte application of Ronald E. Stadtmueller, Trustee herein ("trustee"), praying for approval of the employment of Norton Moore & Adams, LLP, as his attorneys herein; and upon the declaration of disinterest of attorneys; and it appearing that no notice of hearing on said application need be given; and the Court being satisfied that said attorneys hold and represent no interest adverse to the individual creditors herein, the debtor or the estate of the debtor, and that employment of said attorneys is necessary and in the best interest of the estate; and good cause appearing;

IT IS HEREBY ORDERED:

1. That the employment by the trustee of Norton Moore & Adams, LLP, as his attorneys of record in these proceedings to render services as identified in the Ex Parte Application To Employ General Counsel be and is hereby approved effective March 1, 2010;

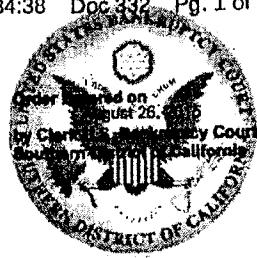
2. That compensation to Norton Moore & Adams, LLP, for professional services rendered on behalf of the trustee shall, subject to further court approval after due notice and hearing, and subject to the provisions of Bankruptcy Code Section 330, be on an hourly basis at the normal and customary hourly rates of said counsel and its employees as said rates may be from time to time. Said attorneys shall also have the right to apply for interim compensation pursuant to Bankruptcy Code Section 331; and

3. The provisions of Section 6148 of the Business and Professions Code concerning a written fee agreement are waived, except to the extent provided in the application.

CSD 1001A

Signed by Judge James W. Meyers March 18, 2010

Ronald E. Stadtmueller, Trustee #140720
10755 Scripps Poway Pkwy., #370
San Diego, CA 92131
858-564-9310



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West "F" Street, San Diego, CA 92101-6991

In Re
LA JOLLA LOANS, INC.,

BANKRUPTCY NO. 10-02054-LA7

Debtor.
Date of Hearing: n/a
Time of Hearing: n/a

**ORDER ON NONCONTESTED NOTICE OF INTENDED ACTION AND OPPORTUNITY FOR
HEARING RE AGREEMENT OF PURCHASE AND SALE**

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2) through seven (7) with exhibits, if any, for a total of seven (7) pages, is granted. Motion/Application Docket Entry No. 326

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DATED: August 25, 2015


Judge, United States Bankruptcy Court

Signature by the attorney constitutes a certification
under Fed. R. of Bankr. P. 9011 that the relief in
the order is the relief granted by the court.

Submitted by:

RONALD E. STADTMUELLER, TRUSTEE
(Firm name)

/s/ Ronald E. Stadtmueller
By: Attorney for [X] Movant [] Respondent

CSD 1001A [11/15/04] (Page 2)

ORDER ON NONCONTESTED NOTICE OF INTENDED ACTION AND OPPORTUNITY FOR HEARING RE
AGREEMENT OF PURCHASE AND SALE

DEBTOR: LA JOLLA LOANS, INC.,

CASE NO. 10-02054-LA7

On July 27, 2015, the trustee filed a Notice Of Intended Action And Opportunity For Hearing (the "Notice") [Docket No. 326] regarding the Agreement of Purchase and Sale and said Notice was served by the court on all necessary creditors and parties in interest on July 30, 2015. Over twenty-four (24) days have elapsed from the service of the Notice and no creditor or party in interest has served the trustee with an opposition to the Notice or otherwise requested a hearing.

After reviewing the Notice and the Declaration of Ronald E. Stadtmueller filed in support of this Order, and determining it is in the best interest of the creditors, and good cause appearing therefore,

IT IS ORDERED that the terms and conditions of the Agreement of Purchase and Sale, a true and correct copy of which is attached hereto as Exhibit "1" and incorporated by this reference, are hereby approved.

IT IS FURTHER ORDERED that Ronald E. Stadtmueller, Trustee, is hereby authorized to undertake all actions he deems necessary or desirable to comply with his duties under the Agreement of Purchase and Sale and to consummate the agreement.

CSD 1001A

CSD 1001A

Signed by Judge Louise DeCarl Adler August 25, 2015

EXHIBIT “1”

Signed by Judge Louise DeCarl Adler August 25, 2015

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made at San Diego, California by and between Ronald E. Stadtmueller, Chapter 7 trustee of case In re La Jolla Loans, Case No. 10-02054-LA7, U.S.B.C. (S.D. Cal.) ("Seller" or "Trustee"), David G. Knott ("Buyer"), with respect to the following facts:

1. On or about February 10, 2010, the debtor, La Jolla Loans, filed with this Court a petition for relief pursuant to the provisions of Chapter 7 of Title 11, United States Bankruptcy Code (the "Petition");

2. Seller, Ronald E. Stadtmueller, is the duly appointed Chapter 7 trustee for the bankruptcy estate of La Jolla Loans.

3. At the time of the Petition, debtor, La Jolla Loans, held title to certain real property located in the City of Portola, County of Plumas, State of California, and identified by the following parcel numbers:

A.	APN	125-234-003;
B.	APN	125-203-011;
C.	APN	125-203-012;
D.	APN	125-203-013;
E.	APN	125-203-014; and
F.	APN	125-203-015.

(Hereinafter the "Portola Lots" or "subject property.")

4. Seller now desires to sell, and Buyer now desires to purchase, the subject property as set forth in this Agreement as the Portola Lots.

WHEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I.
PURCHASE AND SALE

1.1 Agreement Of Purchase And Sale. Trustee agrees to sell, transfer, assign and deliver to Buyer, and Buyer agrees to purchase and accept from Trustee on the Closing Date (as hereinafter defined), all of the Trustee's right, title and interest in the subject property described as follows:

(A) All right, title and interest of the Trustee and the bankruptcy estate in any and all ownership interest in the Portola Lots as described herein.

1.2 Purchase Price. Subject to overbid and Bankruptcy Court approval as described in Paragraph 2.2 below, the Buyer shall purchase the property referred to in Paragraph 1.1 above and, in full consideration therefor, shall pay to the Trustee the sum of \$5,000.00 (hereinafter the "Purchase Price"), receipt of which is hereby acknowledged. The Purchase Price has been tendered to the Trustee, subject to approval of this Agreement by the Bankruptcy Court.

(a) Possible Overbid and Objection to Notice of Sale. The parties hereto agree and understand that a notice of intended of action and opportunity for hearing will be filed with the bankruptcy court and sent to all creditors and parties in interest disclosing to all said third parties about the terms of this proposed sale of the Portola Lots. It is further understood that a third party may object to this proposed sale for various reasons, including but not limited to the ground that said party wishes to purchase the subject property for a higher price, or overbid the Purchase Price.

(b) Possible Overbid Arising From Posting On NABT Website. The parties hereto agree and understand that the Trustee will post the terms of this sale of the Portola Lots on the website for National Association of Bankruptcy Trustees (hereinafter "NABT Website") which may result in a third party providing an offer to purchase the subject property at a price in excess of the Purchase Price.

(c) Refundable Payment: The amount of \$5,000.00 received by Seller upon execution of this Agreement by the parties is refundable to Buyer if, for any reason, the Bankruptcy Court should fail to enter its order approving this sale as provided in paragraph 2.2 below, or in the event that there should be an overbid by a third party buyer that results in a sale to said third party buyer.

(d) Tender of Overbid Amount. In the event Buyer is the successful buyer of the subject property, any additional amounts bid over the sale price at the hearing, or otherwise, shall be delivered to the Seller's attorney by wire transfer or cashier's check made payable to "Ronald E. Stadtmueller, Chapter 7 Trustee," within two (2) business days after entry of the order approving this sale as provided in paragraph 2.2 below.

II
CLOSING

2.1 Closing. This sale shall be deemed closed on the date an order of the Bankruptcy Court is entered approving this sale, without a stay of such order being entered ("Closing Date").

2.2 Bankruptcy Court Approval. This Agreement, and the closing hereunder, are subject to the entry of an order of the Bankruptcy Court approving this sale and authorizing the Trustee to consummate this sale without a stay of such order being entered. Upon execution of this Agreement, the Trustee shall forthwith seek Bankruptcy Court approval of this Agreement by causing an appropriate notice and/or motion to be filed and served on all creditors and other parties

in interest pursuant to applicable Bankruptcy Court rules. In the event Bankruptcy Court approval is not obtained, then this Agreement shall terminate and the Purchase Price shall be returned to Buyer, and neither the Trustee nor Buyer shall have any further obligations to the other hereunder.

2.3 Closing Deliveries by Seller. Within two (2) business days after the Closing Date, Seller shall make available for pick up by the Buyer, or shall deliver to Buyer, the original Quitclaim Deed executed by Seller transferring title to the Portola Lots to Buyer, or its nominee as requested in writing, for recording with the County of Plumas.

2.4 Bankruptcy Court Approval. This Agreement, and the closing hereunder, are subject to the entry of an order by the Bankruptcy Court authorizing the Trustee to consummate this sale. Upon execution of this Agreement, the Seller shall forthwith seek Bankruptcy Court approval of this Agreement by causing an appropriate notice of intended action and opportunity for hearing to be filed and served on all creditors and other parties in interest pursuant to applicable Bankruptcy Court rules.

III FURTHER AGREEMENTS

3.1 No Warranties or Representation Regarding Condition of Property. Buyer agrees to accept the subject property in its "AS IS" and "WHERE IS" condition. Seller makes no warranties or representations, either express or implied, as to the status, validity, enforceability, value, and condition of the estate's interest in the subject property, or the condition of title of said property, being sold under this Agreement. Seller has made no representation regarding the value of the interest in the subject property, validity of the ownership interest, existence of liens and/or encumbrances against the estate's ownership interest, and/or the enforceability of the subject ownership interest in the subject property. Buyer acknowledges that it is not relying upon any representation by Seller regarding the value of the interest in the subject real property or the real property itself, validity of the ownership interest, existence of liens and/or encumbrances against the estate's ownership interest or the real property, and/or the enforceability of the subject ownership interest in the subject property. Seller makes no warranties or representations regarding the status of any liens or encumbrances that may exist on the subject asset sold to Buyer. SELLER MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

3.2 Ownership Interest. According to the representation of the debtor in this bankruptcy proceeding, La Jolla Loans owned the Portola Lots at the time of the bankruptcy petition. The Trustee makes no representations or warranties relating to the accuracy of this information, or any information provided by the debtor relating to the partnership or any property owned by said partnership, including the condition of title, the existence of encumbrances and/or

liens, or any other issue or fact that may affect the use, ownership or value of the subject property, either express or implied.

3.3 Miscellaneous. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or undertakings of the parties with respect to the subject matter herein. This Agreement may only be amended by a written instrument executed by both parties. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together but one and the same instrument.

IN WITNESS HEREOF, the parties have duly executed this Agreement on the date and year set forth below.

"Seller"

Dated: 7-27-15



Ronald E. Stadtmueller, Trustee

"Buyer"

Dated: 7-27-15



David G. Knott

Mansell, Steve

From: White, Julie
Sent: Tuesday, January 19, 2016 9:24 AM
To: Mansell, Steve
Subject: FW: Property issues.

Good morning,

Below is the email from Mr. Hou who purchased one of the La Jolla lots.

Julie A. White

Plumas County Treasurer-Tax Collector

P.O. Box 176

Quincy, CA 95971

(530) 283 - 6410

REDACTED

From: David Hou _____
Sent: Thursday, January 14, 2016 5:52 PM
To: White, Julie
Subject: Property issues.

Julie;

Thank you for getting back to me!

Here are my thoughts that I want to share with you.

First of all, I do not know who is fault here, you or the previous owner. By law, you, as tax collector, had to wait for 5 years after nonpayments on tax and had to notify the previous owner before putting the property on sale. There was five years tax delinquent period for the previous owner and county to communicate each other to figure out what was dilemma and discover this bankruptcy issue. I do not know what I can say here, but one thing I can surely say that I should not have to pay for your mistakes by losing my investment. By bankruptcy law, the previous owner had to share information with all its beneficiaries, including you. Plus, it has been sold for more than two years now, Statute period had been passed.

As previously stated, the previous owner can have this property back, but the county or the previous owner has to not only refund my purchase price money, taxes and fees, but also have to compensate me for my time and losing investment.

There is no law that requires me, the current owner, to give up my rights on the property because of your or previous owner's mistakes.

Thank you very much for your understanding!

erely Regards,
David Hou, Ph.D

REDACTED



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pctc@countyofplumas.com
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283-6259

COPY

December 21, 2015

125-203-011-000
CORNER MARKER HOLDINGS LLC
PO BOX 60545
IRVINE CA 92602

**NOTICE OF HEARING – REQUEST FOR RECISSION OF TAX SALE
ASSESSOR'S PARCEL NUMBER 125-203-011-000
MAY, 2014 TAX SALE**

A hearing has been scheduled, pursuant to California Revenue and Taxation Code (R & TC) sections 3725 and 3731 (b) (1), to review a request to rescind the sale of the above referenced parcel.

The reason for rescinding the sale of the property is that the assessed owner at the time of tax sale was in Bankruptcy, thus resulting in a failure to comply with the automatic stay of Bankruptcy.

The hearing will be held as follows:

DATE: February 9, 2016

TIME: 10:15 A.M.

PLACE: Plumas County Courthouse
Board of Supervisors Chambers, 3rd Floor
520 Main Street
Quincy, CA 95971

IMPORTANT: This hearing will be the forum to provide testimony and evidence for consideration of this matter under R & TC section 3731 (b).

Upon conclusion of the hearing and comment period, the Board of Supervisors will review the information provided and make a determination to either approve or deny the request.



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pctc@countyofplumas.com
(530) 283-6260

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December 21, 2015

125-203-012-000
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Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283-6259

December 21, 2015

COPY

HOU, QING MING & XIAO, YUE YI H/W
19 CAMBRIDGE WAY
PIEDMONT CA 94611

**NOTICE OF HEARING – REQUEST FOR RECISSION OF TAX SALE
ASSESSOR'S PARCEL NUMBER 125-203-013-000
MAY, 2013 TAX SALE**

A hearing has been scheduled, pursuant to California Revenue and Taxation Code (R & TC) sections 3725 and 3731 (b) (1), to review a request to rescind the sale of the above referenced parcel.

The reason for rescinding the sale of the property is that the assessed owner at the time of tax sale was in Bankruptcy, thus resulting in a failure to comply with the automatic stay of Bankruptcy.

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E-mail: [\(pctc@countyofplumas.com\)](mailto:pctc@countyofplumas.com)
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283-6259

COPY

December 21, 2015

125-203-014-000
AHMED JARED I
3554 AUTUMN WALK DRIVE
RIVERSIDE CA 92503

**NOTICE OF HEARING – REQUEST FOR RECISSION OF TAX SALE
ASSESSOR'S PARCEL NUMBER 125-203-014-000
JUNE, 2015 TAX SALE RE-OFFER**

A hearing has been scheduled, pursuant to California Revenue and Taxation Code (R & TC) sections 3725 and 3731 (b) (1), to review a request to rescind the sale of the above referenced parcel.

The reason for rescinding the sale of the property is that the assessed owner at the time of tax sale was in Bankruptcy, thus resulting in a failure to comply with the automatic stay of Bankruptcy.

The hearing will be held as follows:

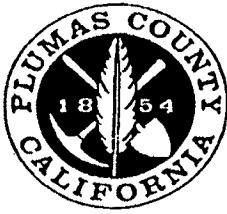
DATE: February 9, 2016

TIME: 10:15 A.M.

PLACE: Plumas County Courthouse
Board of Supervisors Chambers, 3rd Floor
520 Main Street
Quincy, CA 95971

IMPORTANT: This hearing will be the forum to provide testimony and evidence for consideration of this matter under R & TC section 3731 (b).

Upon conclusion of the hearing and comment period, the Board of Supervisors will review the information provided and make a determination to either approve or deny the request.



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(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283-6259

COPY

December 21, 2015

125-203-015-000
AHMED JARED I
3554 AUTUMN WALK DRIVE
RIVERSIDE CA 92503

**NOTICE OF HEARING – REQUEST FOR RECISSION OF TAX SALE
ASSESSOR'S PARCEL NUMBER 125-203-015-000
JUNE, 2015 TAX SALE RE-OFFER**

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Board of Supervisors Chambers, 3rd Floor
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Quincy, CA 95971

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Upon conclusion of the hearing and comment period, the Board of Supervisors will review the information provided and make a determination to either approve or deny the request.



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: [\(pcitc@countyofplumas.com\)](mailto:pcitc@countyofplumas.com)
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283-6259

COPY

December 21, 2015

125-234-003-000
GIS ON ROUTE 66 LLC
PO BOX 185
SHOSHONE CA 92384

**NOTICE OF HEARING – REQUEST FOR RECSSION OF TAX SALE
ASSESSOR'S PARCEL NUMBER 125-234-003-000
MAY, 2013 TAX SALE**

A hearing has been scheduled, pursuant to California Revenue and Taxation Code (R & TC) sections 3725 and 3731 (b) (1), to review a request to rescind the sale of the above referenced parcel.

The reason for rescinding the sale of the property is that the assessed owner at the time of tax sale was in Bankruptcy, thus resulting in a failure to comply with the automatic stay of Bankruptcy.

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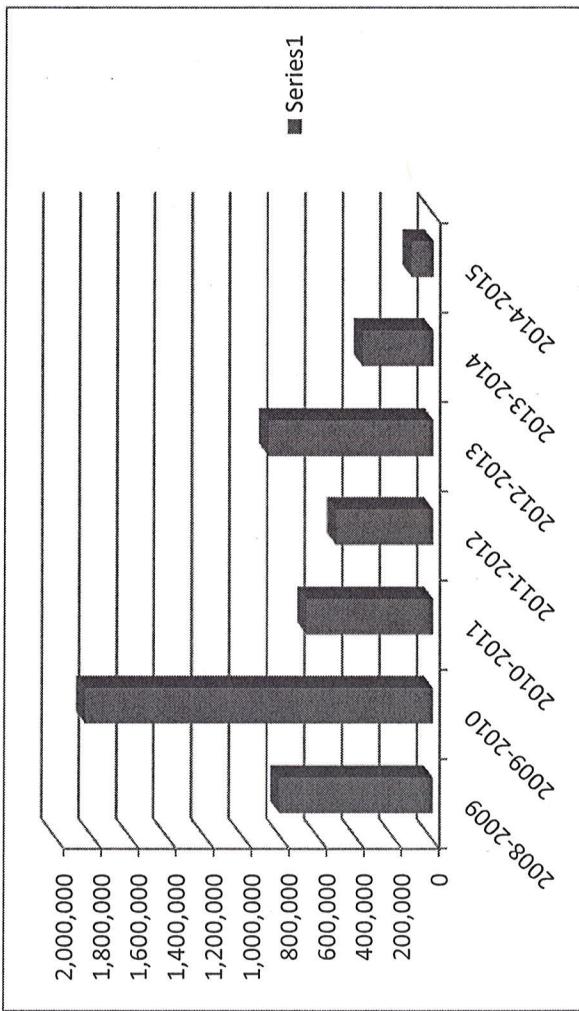
IMPORTANT: This hearing will be the forum to provide testimony and evidence for consideration of this matter under R & TC section 3731 (b).

Upon conclusion of the hearing and comment period, the Board of Supervisors will review the information provided and make a determination to either approve or deny the request.

JB

County of Plumas
Workers Compensation costs
2008 --- 2015

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
818,730	1,852,389	675,247	518,390	881,285	377,951	117,504	





Plumas County Public Health Agency

jc

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: February 1, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Presentation Item for February 9, 2016

Item Description/Recommendation: Approve and direct the Chair to sign the Collaboration Agreement between Plumas County Public Health Agency and Seneca District Hospital; Eastern Plumas Health Care; Plumas District Hospital and Greenville Rancheria Tribal Healthcare for the Plumas County Community Health Assessment and Community Improvement Plan.

Background Information: These Agreements serve to formalize collaborative goals and objectives, as well as outline partner responsibilities, for the required health assessment and improvement process.

The community health needs assessment and improvement plan is a collaborative effort by the county's three hospital districts, the Greenville Rancheria, Plumas County Public Health Agency, health and human service agencies, and numerous community stakeholders. It is conducted every 3 to 5 years and serves as a foundation for greater community cooperation to meet health needs. Through use of a common assessment, non-profit hospitals are able to better coordinate and target their services and community benefit programs, assuring that their community outreach efforts are aligned with identified needs in communities they serve.

The identified needs, and their prioritization, will also provide direction to the local health and human service agencies as they determine deployment of public health, social service and mental health resources. This will result in a more coordinated allocation of both public and private health resources in the county. In addition, the county-wide health needs assessment will stimulate greater collaboration between and among healthcare providers, government agencies, employers, and community organizations.

All partners have demonstrated not only the willingness but also the ability to work effectively with their neighboring health care providers, local agencies, and community partners, and we all see this as an important process to reach a fully integrated and accessible health care system in Plumas County.

A copy of the agreement is attached for your review. Please contact me if you have any questions, or need additional information. Thank you.

Plumas County Community Health Assessment
and
Community Health Improvement Plan

Collaborative Agreement

This Agreement is made by and among:

Plumas County Public Health Agency
Greenville Rancheria Tribal Health
Eastern Plumas Health Care
Plumas District Hospital
Seneca Healthcare District

I. Purpose of the Agreement to Collaborate:

The parties to this agreement share the common vision of healthy individuals and families in Plumas County. All parties acknowledge this agreement as a formal plan to serve as a foundation for greater community cooperation to ensure long range planning and administrative cooperation to improve the health of all Plumas County residents.

Through use of a collaborative Community Health Assessment (CHA) and a shared Community Health Improvement Plan (CHIP), non-profit hospitals and clinics will be able to better coordinate and target their community benefit programs assuring that their community outreach efforts are aligned with identified needs in communities they serve. The identified needs, and their prioritization, will also provide direction to the Plumas County Public Health Agency (PCPHA) as it determines deployment of public health resources. This will, in turn, result a more coordinated allocation of broader public and private health resources in the county.

In addition, it is hoped that the county-wide CHA/CHIP will stimulate greater collaboration between and among healthcare providers, government agencies, employers, and community organizations. To achieve our common vision the parties mutually agree to participate in the ongoing planning and focused implementation of the CHA/CHIP. These collaborative efforts will strive to coordinate systems and infrastructure, and integrate and enhance resources through policy, practice, services, and leadership. The parties to this agreement acknowledge that a collaborative approach will improve institutional dynamics which influence resources and capacity to improve community health.

It is the understanding by all parties that certain roles in serving individuals and families are required by regulatory and legal authorities, and that statutes and law serve as the foundation for defining the role and responsibilities of each participating organization and individual. All parties mutually agree that all obligations stated or implied in this agreement shall be interpreted in light of, and subordinate to local, state, and federal laws. All of the parties' commitments to invest resources of any kind to this collaborative are subject to available resources.

The involvement of a cross section of hospitals and diverse community stakeholders will create a platform to provide education and increase awareness of the social determinants of health, and in turn develop a Community Health Improvement Plan that addresses not just treatment of disease for individuals, but also the factors in our county that lead to systemic living and economic conditions that contribute to intergenerational health, environmental, and social disparities. The project also plans to conduct a Community Health Needs Assessment that can be replicated and updated every three years to meet the needs of local health institutions and to also review the progress made on selected priorities. With the partnership of the local hospitals and the Rancheria, and their interests in maximizing resources, the success

of this project would lead to a long term system of coordinated community health assessment, planning, and quality improvement

This Agreement sets forth specific activities to achieve a collaborative CHA/CHIP. Participating partners agree to the extent that is feasible, to implement, manage, and monitor the programs, services, and activities described in the Agreement to support the mission through these activities.

II. CHA CHIP Project Goals and Objectives

1. Evaluate and prioritize health needs within Plumas County by conducting a county-wide assessment that measures health status, as well as factors that influence health status.
 - A. Identify stakeholders who need to be involved in the process.
 - B. Collect quantitative and qualitative health status data.
 - C. Analyze and synthesize data.
 - D. Prioritize health issues.
 - E. Generate a report of the assessment and prioritization of needs.
 - F. Disseminate the results throughout the county.
2. Ensure that the statutory requirements of SB 697/ACA and PHAB are met through the proposed county-wide assessment project.
 - A. Ensure that the county-wide data can be geographically delimited to meet each individual hospital's "community" requirement.
 - B. Ensure that uninsured, under-served, and indigent populations are adequately sampled.
3. Promote county-wide support in planning for improvement based on the priority needs.
 - A. Focus stakeholders on prioritized county and district needs.
 - B. Encourage hospitals to continue working with local stakeholders to plan for priority needs.
 - C. Encourage political and government leaders to consider prioritized needs when making policy decisions and financial allocations.
 - D. Encourage local community and business constituencies to utilize the report when planning projects.
4. Plan institutionalization of data collection and reporting.

III. Each of the Parties Agrees to:

1. Ongoing membership and active participation in the Community Health Assessment and Community Health Improvement Plan project and processes.
2. Implement, manage, and monitor the programs, services, and activities described in the CHA/CHIP to achieve the established outcomes and indicators.
3. Plan, develop, and use evidenced-based best practices in pursuit of achieving health outcomes.
4. Assign appropriate staff to participate in program level meetings, trainings, or activities.
5. Assign staff, as appropriate, to participate in case management and other information-sharing efforts to assess and develop treatment plans for children in need of dental treatment and health access.
6. Develop and adopt internal policies and procedures, as needed, to implement this agreement to the maximum extent possible.
7. Allocate funds, staff, knowledge, networking, space and/or other resources to provide coordinated cross-training opportunities, education and information for local decision makers, service providers, and community partners on research, strategies and evidenced-based practices.
8. Provide data to the Plumas County Public Health Agency for planning, assessment, and evaluation of the collaborative's efforts.
9. Participate in outreach, collaboration and activities described in this agreement to ensure the effectiveness of resources and efforts.
10. Comply with relevant State and Federal law and other applicable local policies which relate to records use, security, dissemination, and retention/destruction.

11. Provide notice to the Plumas County Public Health Agency immediately upon the initiation of planning efforts with private nonprofit entities or governmental entities, including agencies part of this Agreement, which could result in the creation, relocation, or expansion of health services and programs which may impact other collaborative partners' efforts.
12. Each party agrees to bear its own costs of participating in the collaborative agreement.

IV. Hospital and Clinic Partners Agree to:

1. Provide a designated administrator, with authority to lead, designate, and supervise staff for the organization's collaborative and program activities.
2. Ensure that the statutory requirements of SB 697 are met through 1) geographically delimited data to meet each individual hospital's "community" requirement and 2) adequate sampling of uninsured, under-served, and indigent populations.
3. Assign management level staff to participate in training and technical assistance sessions consisting of one- two webinars or calls per month.
4. Assist in collecting quantitative and qualitative health status data specific to their organization.
5. Provide feedback with Plumas County Public Health Agency team on indicators and data sources to be considered in assessment.
6. Provide feedback/assistance in choosing the Community Health Assessment Model/Framework.
7. Develop a list of key community members and partners specific to their organization; help Plumas County Public Health Agency identify and engage additional community partners who reflect the diversity of the community.
8. Assist in identifying individuals with expertise to serve as resources for the project.
9. Review with Plumas County Public Health Agency team past and current processes for engaging community members and discuss what has and has not worked in the past.
10. Provide feedback on drafting and finalizing assessment report and disseminating the results throughout the county.

V. Plumas County Public Health Agency Agrees to:

1. Provide leadership and oversight of ongoing development and maintenance of the CHA/CHIP development and implementation, in coordination with partners.
2. Provide staff support.
3. Implement work plan.
4. Maintain timelines as established.
5. Coordinate data collection.
6. Draft Plumas County Collaborative Community Health Assessment and Community Health Improvement Plan documents.
7. Coordinate planning workgroup to finalize document content.
8. Create and/or oversee design and layout of final document.
9. Obtain required approvals for all drafts / proofs.
10. Create mechanism and expedite proofing before and during printing activities.
11. Distribute printed plan as directed by planning workgroup.
12. Plan and implement dissemination and community motivation strategies.

VII. Term of Agreement:

This agreement shall be in effect as of the date the agreement is signed by above parties and shall be renewed yearly unless otherwise modified. Any party signatory to this agreement may terminate participation upon thirty days notice to all other signed parties to the agreement.

VIII. Modification of Agreement:

Modification of this agreement shall be made only by consent of the majority of the initiating parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all the consenting parties.

IX. Other Interagency Agreements:

All parties to this agreement acknowledge that this agreement does not preclude or preempt each of the agencies individually entering into an agreement with one or more parties to this agreement. Such agreements shall not nullify the force and effect of this agreement. This agreement is secondary to legal requirements for sharing or transmittal of confidential or personal health information with other agencies.

X. Signatures to the Agreement:

Upon signing this agreement, the original agreement and signature shall be filed with the Plumas County Public Health Agency. A copy of the agreement and the signatures shall be provided to each signatory to the agreement.

Dr. Jeffrey Kepple, CEO
Plumas District Hospital

Date

Linda Wagner, CEO
Seneca Healthcare District

Date

Crystal Rios, Tribal Vice Chairwoman
Greenville Rancheria Tribal Clinic

Date

Tom Hayes, CEO
Eastern Plumas Health Care

Date

Mimi Hall, Director
Plumas County Public Health Agency

Date

Steve Mansell, Deputy County Counsel
Plumas County Counsel

Date

Chair
Plumas County Board of Supervisors

Date



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

Plumas-Sierra Counties

Department of Agriculture



Agriculture Commissioner Sealer of Weights and Measures

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

JD

Date: January 28, 2016
To: Honorable Board of Supervisors
From: Tim Gibson, Agricultural Commissioner/
Sealer of Weights & Measures *TS*
RE: Unspent funds

Recommendation:

Approve the spending of \$2,700 in unspent funds from 2016 Ford F250 Pickup Truck purchase.

Background and Discussion:

On December 16, 2015 the Department of Agriculture purchased a 2016 Ford F250 Pickup Truck in the amount of \$37,169.35, which is \$2,733 below the allocated amount of \$39,902. The \$2,733 is needed to equip the vehicle with a Weather Guard Tool Box which is legally required to transport pesticides, Emergency Warning Light Bar, which is legally required when working on roadsides, and a Pickup Truck Headache Rack which is for the driver's safety.

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., Director Joe Blackwell, Deputy Director



2E

AGENDA REQUEST

for the February 9, 2016 meeting of the Plumas County Board of Supervisors

February 1, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Approve and waive the first reading of an ordinance amending the Plumas County Code pertaining to Outdoor Festivals, including adoption of findings. Discussion and possible action.

Background

On January 6, 2015, the Board of Supervisors adopted a comprehensive revision to the Outdoor Festival Ordinance in order to ensure that festival events are conducted in a manner that preserves public health and safety.

The Department of Public Works has administered the new provisions of the new Outdoor Festival Ordinance and has developed procedures and application forms to facilitate this effort.

During the course of implementing the provisions of the revised ordinance, the Department of Public Works became aware of several provisions that were in need of clarification or further revision. These revisions are set forth in the attached ordinance and are summarized below:

Outdoor Festival Defined – Sec. 5-6.01.1

The revisions to this section include minor clarifications to the definition of an Outdoor Festival and add language specifically excluding activities permitted by the Board of Supervisors through a previously approved license agreement.

Permits: Required – Sec 5-6.02

The revisions to this section removes the requirement to obtain a permit before any tickets can be sold and, adds language that expressly states that: *“Any expenses relating to a proposed outdoor festival, including but not limited to the sales of tickets, incurred prior to the issuance of a permit under this chapter shall be incurred at the sole risk of the party incurring such expenses, and the County shall bear no liability for such expenses regardless of the actions taken on the permit application relating to such proposed outdoor festival.”*

AGENDA REQUEST

for the February 9, 2016 meeting of the Plumas County Board of Supervisors

Approve and waive the first reading of an ordinance amending the Plumas County Code pertaining to Outdoor Festivals, including adoption of findings. Discussion and possible action

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Permits: Application: Fees – 5-6.03

The revisions to this section include:

- 1) Language clarifying the application submission date.
- 2) Defining authorized signatories by a partnership.
- 3) Removes the requirement that a criminal record be submitted as part of the application.
- 4) Substitutes the requirement for an illumination plan with a requirement that lighting focuses away from adjoining properties (Consistent with Plumas County Code Section 9-2.411)
- 5) Adds language that includes health care districts in the review of application materials.
- 6) Adds language granting the Director the discretion of adding additional conditions resulting from comments received from noticed jurisdictions.

Recommendation

Public Works staff respectfully recommends that the Board of Supervisors:

1. Finds that the proposed ordinance does not have a significant effect on the environment.
2. Approve and waive the first reading of the ordinance.

ORDINANCE NO. 16 - _____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING SECTIONS OF CHAPTER 6 OF TITLE 5 OF THE PLUMAS COUNTY
CODE CONCERNING OUTDOOR FESTIVALS.

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

Section 1. Sections 5-6.01.1, 5-6.02, 5-6.03 and 5-6.04 of Chapter 6, Outdoor Festivals, of Title 5 of the Plumas County Code are hereby amended in their entirety to read as follows:

CHAPTER 6. OUTDOOR FESTIVALS

Sec. 5-6.01.1 Outdoor festival defined.

For the purpose of this chapter, "outdoor festival" shall mean and include any outdoor gathering that is for the primary purpose of attending or participating in or observing a musical or theatrical performance to which the public is admitted, with or without the payment of admission charges; provided, however, "outdoor festival" shall not include (1) any authorized activity which is undertaken completely within the boundaries of the Plumas County Fairgrounds, (2) at recognized art fairs or recognized community events/celebrations, which are open to all members of the public without the payment of admission charges, or (3) any activity expressly permitted pursuant to a license agreement previously approved by the Plumas County Board of Supervisors, such activity being governed by the terms of the approved license agreement. "Outdoor Festivals" may be permitted in all zoning districts except open space.

Sec. 5-6.02. Permits: Required.

It shall be unlawful for any person to operate, maintain, or conduct an outdoor festival in the unincorporated area of the County, unless he or she shall first obtain a permit to operate or conduct such festival. Any expenses relating to a proposed outdoor festival, including but not limited to the sales of tickets, incurred prior to the issuance of a permit under this chapter shall be incurred at the sole risk of the party incurring such expenses, and the County shall bear no liability for such expenses regardless of the actions taken on the permit application relating to such proposed outdoor festival.

Sec. 5-6.03. Permits: Applications: Fees.

The application for a permit to conduct an outdoor festival shall be made in writing to the Director at least one hundred twenty (120) days prior to the first day of such outdoor festival. The application shall be accompanied by a non-refundable application fee and/or deposit in an amount as specified by resolution of the Board and shall be filed with the Director and shall contain the following information:

(a) *Identity.* The name, age, residence, mailing address, and telephone number of the applicant. The applicant must be the promoter of the event;

(b) *Authorized signatories.* If the application is made by a partnership, the application must be signed by a general partner. If the application is made by a limited liability company, the application must be signed by a manager if the applicant is a manager-managed limited liability company, or by a member if the applicant is a member-managed limited liability company. If the application is made by a corporation, the application shall be signed by the president and attested to by the secretary thereof. For each of these types of organizations, the address and telephone number of the principal place of business of the applicant shall also be included in the application;

(c) *Location.* The location and legal description of the premises where the outdoor festival is proposed to be conducted, including all lands to be used for parking or other uses incidental to the outdoor festival. The applicant shall identify all of the owners of the premises and submit proof of their ownership and their written consent for the proposed use;

(d) *Dates.* The dates during which the festival is to be conducted;

(e) *Maximum number of attendees and hours of operation.* The maximum number of spectators, participants, and other persons that will be allowed to attend the outdoor festival for each day it is conducted, as well as the hours during which entertainment will be provided;

(f) *Program and plans* A detailed explanation of the applicant's event and his or her plans to provide the following:

- (1) Commercial liability insurance, as approved by the Plumas County Risk Manager;
- (2) Police protection and security, as approved by the Plumas County Sheriff;
- (3) Fire protection, evacuation plan, and prevention of wildfires, as approved by the Plumas County Office of Emergency Services;
- (4) Water supplies, as approved by the Plumas County Department of Environmental Health;
- (5) Provision of food, as approved by the Plumas County Department of Environmental Health;
- (6) Sanitation facilities, as approved by the Plumas County Department of Environmental Health;
- (7) Medical facilities and services, including access for ambulances and paramedics or emergency medical technicians, as approved by the Plumas County Health Officer;
- (8) Vehicle parking space, as approved by the Plumas County Department of Planning;
- (9) Vehicle access and on- and off-site traffic control, as approved by the Plumas County Department of Public Works;
- (10) If it is proposed or expected that spectators or participants will remain overnight, provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code, as approved by the Plumas County Tax Collector;
- (11) Provisions for the cleanup of the premises and the removal of rubbish after the event has concluded, including recycling of recyclable materials, as approved by the Plumas County Department of Environmental Health;
- (12) Control and prevention of drug consumption and underage alcohol consumption, as approved by the Plumas County Sheriff; and
- (13) Maps or diagrams showing: (a) the location of the property on which the proposed event and all related activities will be held; (b) the location of adjacent roads, lots, and residences; (c) the parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property; (d) the location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending; (e) the location and orientation of loudspeakers; (f) the location, style, wattage and orientation of all temporary lighting. All lighting facilities shall be installed as to focus away from adjoining properties;

(g) the location of camping or other overnight areas; and (h) the location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

A form for approval signatures from the Plumas County departments listed above for each of these elements shall be available from the Director, or his or her department. This form, signed by all applicable Plumas County departments, is an essential element of the application and shall be submitted to the Director with the rest of the application. Failure to submit this form with all necessary signatures shall be grounds for summary denial of the application by the Director.

The Director shall review and submit such application to the Board, and no permit shall be issued by the Director until he or she is authorized to do so by order of the Board at a regular meeting of the Board.

Sec. 5-6.04 Permits: Applications: Hearings: Notices: Investigations: Reports.

Upon the receipt of a complete application and the application fee, the Director shall request the Board to set a time and date for a public hearing. The Board shall set the application for a public hearing at a regular meeting of the Board to be held not less than sixty (60) days prior to the event. The Clerk of the Board shall publish a notice of public hearing. The Director shall also forward this notice to any other jurisdictions who may be affected by the event, including, but not limited to, the U.S. Forest Service, the United States Fish and Wildlife Service, the California Department of Forestry & Fire Protection, the California Department of Transportation, the California Regional Water Quality Control Board, the California Department of Fish and Wildlife, the California Highway Patrol, the California Department of Parks and Recreation, the Northern Sierra Air Quality Management District, and nearby fire and health districts, in order to solicit comments upon the application from such jurisdictions. The Director may, in his or her discretion, impose additional conditions upon the granting of a permit under this chapter based upon the comments received from the noticed jurisdictions.

Section 2. Section 1 of this ordinance, which amends the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 3. The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to 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 exemptions apply: Sections 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement).

Section 4. This ordinance shall be published, pursuant to Section 25124 (a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

Section 5. This ordinance shall become effective thirty (30) days after its date of final adoption.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 2nd day of February, 2016, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 9th day of February, 2016, by the following vote:

A YES: Supervisors:

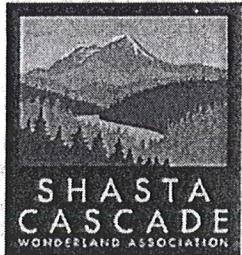
NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

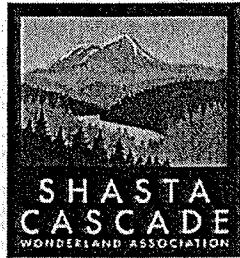
Clerk of said Board of Supervisors



Shasta Cascade County Program

\$20,000 Cost to Shasta Cascade -

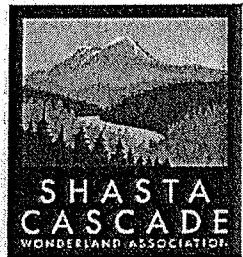
- Visit The USA Page:
 - County Photo and copy incorporated into the current Shasta Cascade descriptions that is specific to the county
 - <http://www.visittheusa.com/usa/states/california/cities/redding.aspx>
- One Delegate registration for IPW 2016, hotel included. County to pay airfare and food.
- Or – Tourism Summit Mixer Sponsor
- Full Page ad in 2017 SC VG
- County Specific Section on the Shasta Cascade Website
- County Booth Design & Management at the State Fair



Shasta Cascade County Program

\$40,000 – Cost to Shasta Cascade

- Visit The USA Page
 - County Photo and copy incorporated into the current Shasta Cascade descriptions that is specific to the county
 - <http://www.visittheusa.com/usa/states/california/cities/redding.aspx>
- 2016 Tourism Summit/Mixer Sponsor
- One Delegate registration for IPW 2016, hotel included. County to pay airfare and food for their delegate.
- $\frac{1}{2}$ Page ad in 2017 California Vacation Guide
- Full Page ad in 2017 SC VG
- County Specific Section on the Shasta Cascade Website
- County Booth Design & Management at the State Fair



Shasta Cascade County Program

\$60,000 – Cost to Shasta Cascade

- Visit The USA Page
 - County Photo and copy incorporated into the current Shasta Cascade descriptions that is specific to the county
 - <http://www.visittheusa.com/usa/states/california/cities/redding.aspx>
- Visit California Campaign
 - Specifically highlighted in Visit California's 2016 Rural Project – could be a FAM to the county or a Video highlighting the top attraction
- 2016 Premier Tourism Summit Sponsor
- One Delegate registration for IPW 2016, hotel included. County to pay airfare and food.
- Full page ad in 2017 California Vacation Guide
- Full Page ad in 2017 SC VG
- County Specific Page on the Shasta Cascade Website
- County Booth Design & Management at the State Fair

On February 09, 2016 at 10:15 a.m. in the Chambers of the Plumas County Board of Supervisors, located at 520 Main St., Room 308 Quincy, CA, the Plumas County Board of Supervisors will finalize its approval of the following projects tentatively approved on December 15, 2015

<u>APPL. NO.</u>	<u>APPLICANT</u>	<u>CATEGORY/PROJECT</u>	<u>AMOUNT REQUESTED</u>
		I/II	\$ 75,000
1	Plumas County OES Wildfire Prevention Jerry Sipe		
2	Plumas County Sheriff Search & Rescue Dean Canalia	II	\$ 25,000
3	Plumas County Sheriff OES Radio Tower and Vault Project Dean Canalia	II	\$ 125,000
4	Fire Safe Council Coordination	I/II	\$ 58,300
5	Fire Safe Council Senior/Disabled Defensible Space Program	I	\$ 44,000

Category I

Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires

Category II

Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved or (b) paid for by the participating county

Category III

Develop community wildfire protection plans in coordination with the Secretary of Agriculture

4A

4.  **BOARD OF SUPERVISORS**

A. Approve and authorize the Chair to sign amendment to employment agreement between County of Plumas and Sharyl Preskitt, Human Resources Director, effective December 21, 2015; approved as to form by County Counsel

Motion: Approve and authorize the Chair to sign amendment to employment agreement between County of Plumas and Sharyl Preskitt, Human Resources Director, effective December 21, 2015, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Thrall.

Motion passed unanimously.

B.  Consider applications received for 2014 HR 2389-Title III funding; and direct the Clerk to provide public notice to begin the 45 day comment period followed by a noticed public hearing to allocate funding; discussion and possible action

Motion: approve the following applications received for 2014 HR 2389-Title III funding; and direct the Clerk to provide public notice to begin the 45 day comment period followed by a noticed public hearing to allocate funding, **Action:** Approve, **Moved by** Supervisor Simpson, **Seconded by** Supervisor Thrall.

Motion passed unanimously.

1	Plumas County OES Wildfire Prevention Jerry Sipe	I/II	\$75,000
2	Plumas County Sheriff Search & Rescue Dean Canalia	II	\$25,000
3	Plumas County Sheriff OES Radio Tower and Vault Project Dean Canalia	II	\$125,000
4	Fire Safe Council Coordination	I/III	\$58,300
5	Fire Safe Council Senior/Disabled Defensible Space Program	I	\$44,000

C.  **CORRESPONDENCE**

Correspondence regarding Mental Health Department

Correspondence regarding Plumas County Museum

D.  **INFORMATIONAL ANNOUNCEMENTS**

Report by Supervisor Thrall regarding issues related to County government and include Seneca Hospital Board meeting; Grand Jury; Plumas County Museum Board; Emergency Communications meeting; Chamber meeting; marijuana ordinance; LAFCo.

Report by Supervisor Simpson regarding issues related to County government and include CSAC Annual Conference; various meetings with County Department Heads.

Report by Supervisor Swofford regarding issues related to County government and include CSAC Annual Conference; Sierra Valley Groundwater District; Grizzly Ranch Homeowners Association meeting; Portola City Council; LAFCo.

Report by Supervisor Engel regarding issues related to County government and include CSAC Annual Conference; various meetings with County Department Heads.

Report by Supervisor Goss regarding issues related to County government and include CSAC Annual Conference; RCRC Board of Directors meeting; marijuana ordinance.