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State of California – The Resources Agency

DEPARTMENT OF PARKS AND RECREATION

Statewide Park Development and Community Revitalization Program of 2008

Project Application Form

PROJECT NAME Plumas Eureka Ski Bowl Upgrades	Requested GRANT Amount \$ <u>2,709,000</u>	
	Other Funding Sources \$ <u>122,310</u>	
PROJECT PHYSICAL ADDRESS (including zip code) <u>Jokusville Rd. GRAEAGLE, CA 96103</u>	Estimated TOTAL PROJECT COST \$ <u>2,831,310</u>	
	Nearest Cross Street <u>GRAEAGLE Jokusville Rd.</u>	County of Project Location <u>PLUMAS.</u>
GRANT APPLICANT (entity applying for the grant) Plumas Corporation	GRANT APPLICANT'S Mailing Address PO Box 3880 Quincy, CA 95971	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION OR CERTIFICATION LETTER		
<u>John Sheehan, Executive Director</u>	<u>plumasco@psin.com</u>	<u>530 283 3739</u>
Name (typed or printed) and Title	Email address	Phone
DIRECTOR/PRESIDENT/CEO		
same		
DAY-TO-DAY CONTACT for ADMINISTRATION of the GRANT (if different from AUTHORIZED REPRESENTATIVE)		
same		
Name (typed or printed) and Title		
Email address		
Phone		
For ACQUISITION: Total land acquired will be _____ acres _____ Acres to be acquired in fee simple by Applicant _____ Acres to be acquired in other than fee simple (attach explanation)	For DEVELOPMENT: Total acreage of the PARK will be _____ (Include land to be acquired if applicable) _____ Acres owned in fee simple by Applicant _____ Acres available under a _____ year lease or easement. <u>Current State Park facility</u>	

GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the attached GRANT SCOPE/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.

John Sheehan
Signature AUTHORIZED REPRESENTATIVE as shown in Resolution

2/22/10

Date

Print Name John Sheehan _____

Title Executive Director _____

Non-Profit Requirements

Plumas Eureka Ski Bowl Upgrades

Plumas Corporation is the applicant and will carry out the Prop 84 improvements, if funded.

Plumas Ski Club built and operated the current ski area and will operate the ski hill again after the Prop 84 Upgrades are completed.

Attachments are first presented for Plumas Corporation and then for Plumas Ski Club. They include:

	Plumas Corporation	Plumas Ski Club
IRS 501 c 3 letter	X (8/7/97)	X (3/23/90)
By-laws showing Mission Statement	X	X- Plus Articles of Incorporation
Financial Information	X- FY 2008-2009 Financial Statements	X-Profit and Loss Statement-2009 X-Profit and Loss Statement 1999-2009

internal Revenue Service

District Director

P O BOX 36001 STOP SF-4-4-4E
SAN FRANCISCO, CA 94100

Department of the Treasury (4)

Date: MAR. 23, 1990

PLUMAS SKI CLUB
PO BOX 85
QUINCY, CA 95971

Employer Identification Number:
94-1637630
Case Number:
950068500
Contact Person:
PATRICE WHANG
Contact Telephone Number:
(415) 556-0228

Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket pur-

PLUMAS SKI CLUB

chases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

In accordance with section 508(a) of the Code, the effective date of this determination letter is March 26, 1953.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

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PLUMAS SKI CLUB

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,


Michael J. Quinn
District Director

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Endorsed & Filed
in the Office of Secretary
State of California
March 26, 1953

ARTICLES OF INCORPORATION FOR NONPROFIT CORPORATIONS,
STATE OF CALIFORNIA.

KNOW ALL MEN BY THESE PRESENTS: **272551**

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation, pursuant to the "General Nonprofit Corporation Laws" of the State of California, and we do hereby certify:

Article I.

That the name of the corporation shall be the Plumas Ski Club.

Article II.

The specific and primary purposes for which it is formed are:

To perpetuate the historical background of skiing and allied sports in the area in and around Johnsville, Plumas County, California, and to foster and promote winter recreational activities throughout the County of Plumas and surrounding areas, with particular emphasis on the promotion of the learning of the technique of and enjoyment of skiing amongst persons of school age and to engage and arrange competitive ski meets amongst such people as the club shall deem proper.

Article III.

This corporation is, also, formed for the following purposes:

To lease, purchase, hold, have, use and take possession of and enjoy in fee simple or otherwise, any personal or real property necessary for the uses and purposes of the corporation, and to sell, lease, deed in trust, alienate or dispose of the same at the pleasure of the corporation, and for the uses and purposes for which said corporation is formed and to buy and sell real or personal property and to apply the proceeds of sale, including any and all income, to the uses and purposes of the corporation.

Article IV.

That the county in the State of California where the principal office for the transaction of the business of this corporation is to be located, is Plumas County.

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Article V.

That the names and addresses of the persons who are to act in the capacity of directors until the selection of their successors and who shall be known as directors, are:

<u>Name.</u>	<u>Address:</u>
Louis De Armond	Portola, California.
Jennings Van Fossen	Quincy, California.
Stanley Bailey	Portola, California.
Stanley C. Young, Jr.,	Quincy, California.

Article VI.

That the authorized number and qualifications of members of this corporation, the different classes of membership, if any, the property, voting and other rights and privileges of each class of membership, and the liability of each or all classes to dues or assessments, and the method of collection thereof, shall be set forth in the by-laws of this corporation; that there shall be issued to each member a certificate of membership which shall not be assignable except as provided in the by-laws.

Article VII.

That provisions as to time of election of officers; the number and title of officers; the majority of votes required for election of officers; the time and number of meetings; the notice of said meetings and the amount of dues or assessments to be paid by the members, shall be covered in the by-laws.

Article VIII.

That the Articles may be amended, as provided in the by-laws and as is consistent with the "General Corporation Laws of California"; governing amendment of Articles.

Article IX.

That the Plumas Ski Club is a corporation which does not contemplate the distribution of gains, profits or dividends to the members thereof.

Article X.

That the by-laws of this corporation shall be adopted by the directors named in the Articles of Incorporation and may thereafter be amended or repealed by any means provided in the by-laws.

IN WITNESS WHEREOF, the persons who are to act in the capacity of first directors of the corporation, have hereunto set their hands this 18th day of March, 1953.

STANLEY BAILEY
LOUIS DE ARMOND
JENNINGS VAN FOSSEN
STANLEY C. YOUNG, JR.

STATE OF CALIFORNIA,)
)ss
COUNTY OF PLUMAS.)

On this 18th day of March, 1953, before me, Stanley C. Young, a Notary Public in and for the County of Plumas, State of California, residing therein, duly commissioned and sworn, personally appeared LOUIS De ARMOND, JENNINGS VAN FOSSEN, STANLEY BAILEY, and STANLEY C. YOUNG, Jr., known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said County of Plumas, the day and year in this certificate first above written.

(SEAL)

Stanley C. Young
Notary Public in and for the County
of Plumas, State of California.

Article I.

That the by-laws of this corporation shall be adopted by the directors named in the articles of Incorporation and may thereafter be amended or repealed by any means provided in the by-laws.

IN WITNESS WHEREOF, the persons who are to act in the capacity of first directors of the corporation, have hereunto set their hands this 18th day of March, 1953.

Stanley Bailey
Louis De Armond
Jennings Van Fossen
Stanley C. Young Jr.

STATE OF CALIFORNIA,
COUNTY OF PLUMAS.

On this 18th day of March, 1953, before me, Stanley C. Young, a Notary Public in and for the County of Plumas, State of California, residing therein, duly commissioned and sworn, personally appeared LOUIS De ARMOND, JENNINGS VAN FOSSEN, STANLEY BAILEY, and STANLEY C. YOUNG, Jr., known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said County of Plumas, the day and year in this certificate first above written.

Stanley C. Young
Notary Public in and for the County
of Plumas, State of California.

STATE OF CALIFORNIA



OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the RECORD on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JUL 11 1975



March Fong Eu

Secretary of State

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ENDORSED
FILED

In the office of the Secretary of State
of the State of California

JUL 10 1975

MARCH FONG EU, Secretary of State

By JAMES E. HARRIS
Deputy

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

CHARLES A. BAILEY and KEN KOLB certify:

6 1. That they are the president and the secretary, respectively, of
7 PLUMAS SKI CLUB, a California non-profit corporation.

8 2. That at a meeting of the board of directors of said corporation,
9 duly held at Quincy, California on June 27, the following resolution was
10 adopted:

11 "Resolved: Article IX of the Articles of Incorporation be
12 amended to read as follows:

13 "This corporation is not organized, nor shall it be
14 operated, for pecuniary gain or profit, and it does not
15 contemplate the distribution of gains, profits, or divi-
16 dends to its members and is organized solely for no profit
17 purposes. The property, assets, profits, and net income
18 of this corporation are irrevocably dedicated to the purposes
19 set forth in Article II hereof, and no part of the profits or
20 net income of this corporation shall ever inure to the benefit
21 of any director, officer, or member or to the benefit of any
22 private shareholder of individual. On the dissolution or
23 windup of this corporation, its assets after payment of, or
24 provision for payment of, all debts and liabilities of this
25 corporation shall be distributed to the County of Plumas,
26 State of California."

27 3. That the members have adopted the foregoing amendment by so
28 signifying at a membership meeting duly held on June 27, 1975, at Quincy,
California.

4. That the number of members who so consented to the adoption of
said amendment is six, and that the number of members constituting a quorum
is six.

26 Charles A. Bailey
Charles A. Bailey, President

28 Ken Kolb
Ken Kolb, Acting Secretary

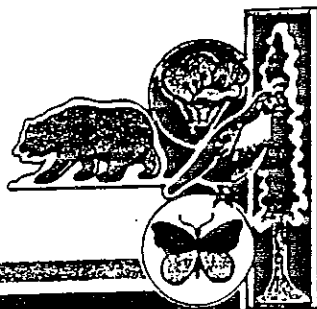
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Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing CERTIFICATE OF AMENDMENT are true and correct. Executed at Quincy, California, on June 30, 1975.

Charles A. Bailey
Charles A. Bailey, President

Ken Kolb
Ken Kolb, Acting Secretary

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State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

FEB 28 1990



March Fong Eu

Secretary of State

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

CERTIFICATE OF AMENDMENT

FEB 2 1990

Of

MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION

ROBERT SCHULTZ and EILEEN RICHMOND certify:

1. That they are the president and the secretary, respectively, of PLUMAS SKI CLUB, a California non-profit corporation.

2. That at a meeting of the board of directors of said corporation, duly held at Quincy, California on January 18, 1990, the following resolutions were adopted:

"RESOLVED: Article IX of the Articles of Incorporation be amended to read as follows:

This corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and it does not contemplate the distribution of gains, profits, or dividends to its members and is organized solely for no profit purposes. The property, assets, profits, and net income of this corporation are irrevocably dedicated to the purposes set forth in Article II hereof, and no part of the profits or net income of this corporation shall ever inure to the benefit of any director, officer, or member or to the benefit of any private shareholder or individual. On the dissolution or windup of this corporation, its assets, after payment of or provision for payment of all debts and liabilities of this corporation, shall be distributed to the County of Plumas, State of California.

However, if the named recipient is not then in existence or no longer a qualified distributee, or unwilling or unable to accept the distribution, then the assets of this organization shall be distributed to a fund, foundation or organization operated exclusively for the purposes specified in Section

501(c)(3) of the Internal Revenue Code."

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"RESOLVED: The Articles of Incorporation be amended by adding Article XI to read as follows:

This organization is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code."

"RESOLVED: The Articles of Incorporation be amended by adding Article XII to read as follows:

Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by an organization contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law)."

3. That the members have adopted the foregoing amendments by so signifying at a membership meeting duly held on January 18, 1990, at Quincy, California.

4. That the number of members who so consented to the adoption of said amendments is six, and that the number of members constituting a quorum is six.

Robert Schultz
ROBERT SCHULTZ, President

Eileen F. Richmond
EILEEN RICHMOND, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing CERTIFICATE OF AMENDMENT are true and correct. Executed at Quincy, California, on Jan. 28, 1990.

Robert Schultz
ROBERT SCHULTZ, President

Eileen F. Richmond
EILEEN RICHMOND, Secretary

CONSTITUTION AND BYLAWS
OF THE
PLUMAS SKI CLUB
REVISION DATE 10-96

ARTICLE I

The name of the organization shall be the PLUMAS SKI CLUB.

ARTICLE II

The purpose of the PLUMAS SKI CLUB shall be to perpetuate the history of skiing in the area and to foster and promote winter recreational activities throughout the county with particular emphasis on school programs, and to promote competitive ski meets.

ARTICLE III

Section A. Members shall be all persons who have purchased a membership card for that present year.

Section B. Members shall be defined as follows:

- (1) A voting member shall be a person who is over the age of 18 years of age and who has paid for a current membership card, and
- (2) A junior member shall be a person who is under 18 years of age and who has paid for a current membership card.

Section C. A voting member shall have the right to cast one vote on each issue of the club business at all general and special meetings, and

Section D. In the case of the Family Membership, if only one voting member of the family is in attendance at the general or special meeting, he shall have the right to cast two votes, and

Section E. The annual rate for membership cards shall be established each year in July or August by the Board of Directors.

ARTICLE IV

Section A. The OFFICERS of the Plumas Ski Club shall be the President, the Vice President, the Secretary, and the Treasurer. These officers shall be voting members over the age of 21.

Section B. The directors shall be the four officers, as well as not less than 4 nor more than 8 voting members over the age of 21. New board members shall be appointed in April of each year by the newly elected President and shall serve for a term of two years.

Section C. The EXECUTIVE BOARD shall be comprised of the directors and shall have the power to act for the Club between meetings of the membership.

Section D. The DUTIES OF THE OFFICERS shall be as follows:

- (1) The president shall preside at all general and special meetings and at all Executive Committee Meetings. He shall have the power to call all Executive Board Meetings.
- (2) The Vice-President shall preside in the absence of the President.
- (3) The Secretary shall keep an accurate record of the proceedings of all general, special and executive board meetings. The Secretary shall be responsible for placing notices in the area newspapers of the time, date and place of each general and special meeting.
- (4) The Treasurer shall be responsible for the collection and disbursement of all funds of the club.

ARTICLE V

Section A. GENERAL MEETINGS shall be held any time during the months of September to May at the discretion of the Executive Board.

Section B. SPECIAL MEETINGS may be called at the discretion of the Executive Board.

Section C. EXECUTIVE BOARD MEETINGS shall be called by the president.

ARTICLE VI

Section A. ELECTION OF OFFICERS shall be held during April or May of each year.

Section B. A nominating committee shall be appointed by the President one month before the election of officers. Additional nominations may be made at the election.

ARTICLE VII

Section A. Major expenditures and acquisition and disposal of Ski Club property shall be made only with the approval of the majority of the Executive Board. The Executive Board shall have the power to authorize necessary expenditures without the call of a formal meeting. Disbursement of club funds shall be by check carrying the signatures of two authorized officers.

ARTICLE VIII

Section A. A quorum at any membership meeting, whether special, or general, shall be the number of voting members present at the meeting.

ARTICLE IX

Section A. Be it resolved that in the event that Plumas Ski Club has need to enter into a legally binding agreement the President or Secretary and one manager are authorized to sign the document.

4:47 PM
02/24/10
Accrual Basis

Plumas Ski Club
Profit & Loss
January 1999 through December 2009

Jan '99 - Dec 09

Ordinary Income/Expense	
Income	
4000 · HILL OPERATION INCOME	
4010 · Ticket Receipts (Daily ski hill Income)	
4011 · adult all day	5,764.00
4012 · adult half day	3,750.00
4013 · child all day	3,080.00
4014 · child half day	880.00
4015 · one ride pass	110.00
4016 · season passes	577.00
4017 · Member Discount (member discount)	-4.00
4019 · Special Deals	1,210.00
4010 · Ticket Receipts (Daily ski hill Income) - Other	30.15
Total 4010 · Ticket Receipts (Daily ski hill Income)	15,397.15
4020 · Lodge Sales	
4021 · food	2,850.63
4022 · beverages	1,380.70
4023 · tee shirts	1,588.00
Total 4020 · Lodge Sales	5,819.33
4030 · Other Income	18,250.00
Total 4000 · HILL OPERATION INCOME	39,466.48
4200 · CLUB FUNDRAISING	
4210 · Fundraisers/Grants	
4211 · summer concert	32,604.50
4212 · snow ball	51,326.70
4214 · longboard races	
4214a · registration	6,270.00
4214b · food	3,166.91
4214 · longboard races - Other	7,120.35
Total 4214 · longboard races	16,557.26
Total 4210 · Fundraisers/Grants	100,488.46
4300 · Cash Donations	
4307 · C of Plumas/Eastern Rec	1,500.00
4301 · private	4,494.80
4302 · small business	120.00
4303 · east plumas developers	2,537.00
4304 · corporate	1,766.60
4306 · supervisors	4,800.00
4300 · Cash Donations - Other	694.68
Total 4300 · Cash Donations	15,913.08
4400 · Memberships	
4402 · family	675.00
4403 · single	2,501.00
4400 · Memberships - Other	2,769.00
Total 4400 · Memberships	5,945.00
4500 · Product Sales	
4507 · event sales	1,167.84
4503 · hats, t-shirts & posters	21,132.05
4505 · nontaxable	886.39
4500 · Product Sales - Other	705.00
Total 4500 · Product Sales	23,891.28
Total 4200 · CLUB FUNDRAISING	146,237.82
Total Income	185,704.30

4:47 PM
 02/24/10
 Accrual Basis

Plumas Ski Club
Profit & Loss
 January 1999 through December 2009

(20)

	Jan '99 - Dec 09
Cost of Goods Sold	
5100 · Cost of Sales	
5101 · food	1,279.05
5102 · beverages	74.71
5103 · tee shirts/hats	19,996.60
5104 · misc items	482.88
5105 · posters	982.41
Total 5100 · Cost of Sales	22,815.65
Total COGS	22,815.65
Gross Profit	162,888.65
Expense	
6998 · Misc Hill Expenses from prior	354.00
6100 · LODGE/KITCHEN EXPENSE	
6140 · Health Permit (health permit fee)	73.00
6110 · Lodge Supplies	28.46
6120 · Sales tax (sales tax paid)	220.31
6130 · Mileage	80.00
Total 6100 · LODGE/KITCHEN EXPENSE	401.77
6000 · HILL OPERATION EXPENSE	
6010 · Disposal	16.50
6020 · Equipment Rental	1,570.86
6030 · Fuel/Oil	1,007.41
6040 · Hill Payroll	
6041 · payroll expenses	26,047.36
6042 · worker's comp	4,168.90
Total 6040 · Hill Payroll	30,216.26
6050 · Hill Phones	598.05
6060 · Hill Repair & Maintenance	
6062 · buildings/grounds	2,010.27
6063 · hill electrical system (on hill electrical)	398.06
6064 · lifts	1,196.74
6065 · snowcats	3,177.86
6066 · snowmobiles	784.01
Total 6060 · Hill Repair & Maintenance	7,566.94
6070 · Mileage	431.75
6080 · Permits/Fees	955.37
6090 · Shop Supplies	137.97
6095 · Small Tools	159.80
Total 6000 · HILL OPERATION EXPENSE	42,660.91
6200 · FUND RAISING EXPENSE	
6210 · Snow Ball	36,443.87
6220 · Summer Concert	19,377.00
6230 · Misc	409.30
6240 · Longboard Races	11,072.13
Total 6200 · FUND RAISING EXPENSE	67,302.30
6400 · OVERHEAD EXPENSE	
6420 · Insurance	
6421 · board insurance	5,970.00
6422 · liability insurance	21,584.07
6420 · Insurance - Other	5,496.52
Total 6420 · Insurance	33,050.59
6430 · Interest	
6432 · loan interest	97.50
Total 6430 · Interest	97.50

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4:47 PM
02/24/10
Accrual Basis

Plumas Ski Club
Profit & Loss
January 1999 through December 2009

	<u>Jan '99 - Dec 09</u>
6440 · Marketing	
6401 · mailing fees	202.40
6402 · newspaper ads	23.25
6403 · off hill signs	233.99
6404 · printing	20.00
6406 · radio advertising	1,188.00
6407 · marketing supplies (marketing supplies)	37.51
Total 6440 · Marketing	<u>1,705.15</u>
6460 · Office	
6461 · bank charges	648.84
6462 · office phone	42.84
6463 · office rent	131.24
6464 · office supplies	980.46
6465 · postage & delivery	712.20
6467 · utilities	180.79
6469 · office payroll	
6469a · office payroll	305.55
6469b · worker's comp- office	-27.16
Total 6469 · office payroll	<u>278.39</u>
6468 · software	222.98
Total 6460 · Office	<u>3,197.74</u>
6470 · Club Expenses	
6474 · website	2,552.79
6471 · newsletter	1,156.11
6472 · filing fees (filing fees for non profit co)	628.15
6473 · club charitable donations	3,472.00
6475 · general advertising	1,450.00
6476 · Ski Program	1,257.71
6477 · donation	200.00
6470 · Club Expenses - Other	0.00
Total 6470 · Club Expenses	<u>10,716.76</u>
6480 · Professional Fees	
6481 · bookkeeping	1,548.00
6484 · tax prep (tax preparation fees)	50.00
Total 6480 · Professional Fees	<u>1,598.00</u>
6490 · Taxes & Dues	
6491 · sales tax	1,680.93
6492 · property taxes	4,258.31
6493 · road dues	325.00
Total 6490 · Taxes & Dues	<u>6,264.24</u>
Total 6400 · OVERHEAD EXPENSE	56,629.98
6999 · Expenses To Be Determined	215.30
7002 · Uncategorized Expenses	0.00
Total Expense	<u>167,564.26</u>
Net Ordinary Income	-4,675.61
Other Income/Expense	
Other Income	
7000 · Other Income	
7001 · savings account interest	25.34
7000 · Other Income - Other	4,024.88
Total 7000 · Other Income	<u>4,050.22</u>
Total Other Income	<u>4,050.22</u>
Net Other Income	<u>4,050.22</u>
Net Income	<u><u>-625.39</u></u>

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8:23 AM
02/24/10
Accrual Basis

Plumas Ski Club
Profit & Loss
January through December 2009

	Jan - Dec 09
Ordinary Income/Expense	
Income	
4200 · CLUB FUNDRAISING	
4210 · Fundraisers/Grants	
4212 · snow ball	3,809.00
4214 · longboard races	
4214a · registration	2,125.00
4214b · food	1,577.00
4214 · longboard races - Other	390.00
Total 4214 · longboard races	4,092.00
Total 4210 · Fundraisers/Grants	7,901.00
4400 · Memberships	
4403 · single	300.00
Total 4400 · Memberships	300.00
4500 · Product Sales	
4507 · event sales	1,167.84
4503 · hats, t-shirts & posters	2,157.00
Total 4500 · Product Sales	3,324.84
Total 4200 · CLUB FUNDRAISING	11,525.84
Total Income	11,525.84
Cost of Goods Sold	
5100 · Cost of Sales	
5101 · food	89.94
5103 · tee shirts/hats	3,714.79
5104 · misc items	143.41
Total 5100 · Cost of Sales	3,948.14
Total COGS	3,948.14
Gross Profit	7,577.70
Expense	
6000 · HILL OPERATION EXPENSE	
6060 · Hill Repair & Maintenance	
6062 · buildings/grounds	251.68
Total 6060 · Hill Repair & Maintenance	251.68
Total 6000 · HILL OPERATION EXPENSE	251.68
6200 · FUND RAISING EXPENSE	
6210 · Snow Ball	3,200.00
6240 · Longboard Races	1,709.58
Total 6200 · FUND RAISING EXPENSE	4,909.58
6400 · OVERHEAD EXPENSE	
6420 · Insurance	
6421 · board insurance	1,920.00
6422 · liability insurance	834.38
Total 6420 · Insurance	2,754.38
6460 · Office	
6461 · bank charges	13.00
Total 6460 · Office	13.00
6470 · Club Expenses	
6474 · website	120.00
6472 · filing fees (filing fees for non profit co)	20.00
Total 6470 · Club Expenses	140.00

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8:23 AM
02/24/10
Accrual Basis

Plumas Ski Club
Profit & Loss
January through December 2009

	<u>Jan - Dec 09</u>
6480 · Professional Fees	
6481 · bookkeeping	162.00
Total 6480 · Professional Fees	<u>162.00</u>
6490 · Taxes & Dues	
6491 · sales tax	428.00
6493 · road dues	75.00
Total 6490 · Taxes & Dues	<u>503.00</u>
Total 6400 · OVERHEAD EXPENSE	<u>3,572.38</u>
Total Expense	<u>8,733.64</u>
Net Ordinary Income	<u>-1,155.94</u>
Net Income	<u><u>-1,155.94</u></u>

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 07 1997**

Employer Identification Number:
68-0016418

DLN:
317209569

PLUMAS CORPORATION
PO BOX 3880
QUINCY, CA 95971-3880

Contact Person:
TYRONE THOMAS
Contact Telephone Number:
(213) 894-2289

Addendum Applies:
No

Dear Applicant:

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in 501(c)(3) is still in effect.

This classification is based on the assumption that your operations will continue as you have stated. If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status.

This supersedes our letter dated July 14, 1997.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

You are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. For guidance in determining whether your gross receipts are "normally" more than \$25,000, see the instructions for Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

Letter 1078 (DO/CG)

25

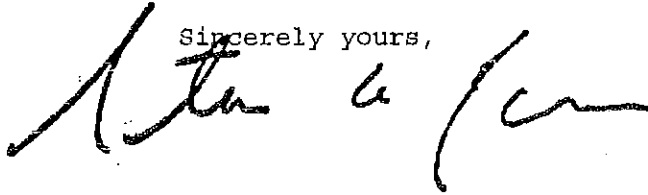
PLUMAS CORPORATION

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director

2008



Plumas Corporation
*Economic Development, Tourism,
Stream Restoration*

550 Crescent Street
P.O. Box 3880
Quincy, CA 95971
www.plumas.ca.us

(530) 283-3739
(530) 283-5465
plumasco@psln.com

Bylaws

Plumas Corporation

Bylaws

ARTICLE I – NAME, OFFICE, SEAL

Section 1. The name of this organization shall be the Plumas Corporation, a non-profit corporation.

Section 2. The principal office for the transaction of the business of the Corporation shall be the Quincy area, County of Plumas, State of California. The Board of Directors may at any time change the location of the principal office to another location in Plumas County.

Section 3. The Corporate seal of the Corporation shall have inscribed thereon the name of the corporation and the year of its incorporation.

ARTICLE II - OBJECTIVES

The function of the corporation shall be to promote economic vitality by assisting the growth and development of business activities for the common good and general well being of Plumas County. Economic vitality is the process by which county communities and businesses create and retain jobs, and reinvest wealth through the economy, community and natural resources. The Corporation will promote the benefits of good land stewardship through restoration activities and/or protection of natural, cultural or historic resources values through easements or in fee title.

ARTICLE III – DIRECTORS

The number of voting Directors of the Corporation shall be no less than seven (7), and no more than *twelve (12)*.

One At-Large Director will be elected by the currently sitting Directors at the annual meeting and serve a term of one (1) year.

Plumas County Board of Supervisors may individually appoint one Director from each Supervisorial District. If a Supervisor should choose not to appoint a Director, that Directorship *may be appointed by the currently sitting Plumas Corporation board members and, the appointment will be made from that Supervisor's district.* Supervisors may not appoint themselves to the Plumas Corporation Board. County Supervisors shall be non-voting, ex-officio members.

The City of Portola may appoint one Director, who shall serve at the will of the City. If the City should choose not to appoint a Director, that Directorship *may be appointed by the currently sitting Plumas Corporation board members and, the appointment will be made from the City of Portola area.*

The Directors of each local Chamber of Commerce may each appoint one representative to the Board of Directors. If a Chamber should choose not to appoint a Director, that Directorship *may be appointed by the currently sitting Plumas Corporation board members and, the appointment will be made from that Chamber's district.*

The Feather River Coordinated Resource Management (CRM) group may appoint a representative to the Board of Directors. If the CRM should choose not to appoint a Director, that Directorship *may be appointed by the currently sitting Plumas Corporation board members and, the appointment will be made from one of the Signatory Agencies of the Feather River CRM.*

The Directors shall exercise the powers of the Corporation, control its property, and conduct its affairs, except as otherwise provided by law, by the Articles of Incorporation, or, by the Bylaws.

Directors shall serve without compensation. Any Director may be reimbursed for out-of-pocket expenses incurred in the course of conducting corporate business.

Regular meetings of the Board of Directors shall be held every month at the principal office of the Corporation or at such other places within Plumas County as may have been designated from time to time by the Board. Lawful notice of all such meetings of the Board of Directors is required.

The Board of Directors shall have an annual meeting. Within thirty days following each annual meeting, they will hold a regular meeting for the purpose of organization, election of officers and transaction of other business.

Emergency meetings of the Board of Directors may be called at any time by the Chairman of the Board, or if the Chairman is absent or unable or refuses to act, by any five (5) Directors. Such meetings may be held either in the principal office of the Corporation or any place designated from time to time by the Board of Directors. Notice of the time and place of emergency meetings shall be given personally to the Directors or sent by mail. Such notice must be delivered personally to each Director at least twenty-four (24) hours prior to the time of the holding of the emergency meeting.

A quorum shall consist of a majority of the then seated Directors, whether elected or appointed. Every act or decision made by the majority of the Directors present at a meeting duly held, at which a quorum is present, shall be regarded as the act of the Board of Directors.

If a Director fails to attend two consecutive, regular meetings of the Board without an acceptable excuse submitted to the Board, their office as Director may be declared vacant by a majority vote of the remaining Directors.

ARTICLE IV- CORPORATE STRUCTURE

The Corporation shall be governed by a Board of Directors, led by a Chairman, a Vice-Chairman, a Secretary and Treasurer. The Board of Directors shall choose the leadership of the Board of Directors annually.

The Chairman shall preside at all meetings of the Board of Directors.

In the absence, disability, or refusal to act as the Chairman, the Vice-Chairman shall perform all duties of the Chairman.

The Secretary shall keep or cause to be kept at the principal office of the Corporation, or such other place as the Board of Directors may order, a book of minutes of all meetings of Directors.

The Treasurer shall keep (or cause to be kept) and maintain adequate and correct accounts of the assets and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, and loses. The books of accounts shall at all times be subject to inspection by the Board of Directors. The Board of Directors may choose to combine the Secretary and Treasurer positions

The Board of Directors may appoint officers to manage the daily operations of the Corporation. Each officer shall hold the office until they resign, are removed, or otherwise become disqualified to serve.

Any Board Member or Officer may be removed, with cause, by the majority vote of Directors, at a regular or special meeting of the Board. Any Board Member may resign at any time by giving written notice to the Board of Directors. Any such resignation shall take effect on the date of the receipt of such notice. Any vacancy caused by death, resignation, or removal of a Board Member may be filled by a majority vote of the Board of Directors.

ARTICLE V - COMMITTEES

The Board of Directors may establish committees by minute order.

ARTICLE VI - CORPORATE RECORDS

At the end of each fiscal year the Board of Directors shall prepare and publish an annual report of receipts and disbursements of the Corporation. The Chairman shall present this annual report at each annual meeting.

The fiscal year of the Corporation shall be July 1 through June 30.

These Bylaws shall become effective immediately on their adoption. These Bylaws may be altered, amended, or repealed by a majority vote of the Board of Directors at any meeting that a quorum is present.

KNOW ALL PERSONS BY THESE PRESENT: That the undersigned Secretary of Plumas Corporation does hereby certify that at a properly convened meeting of the Board of Directors held on the 21st day of March, 2002, the foregoing Bylaws were duly adopted as amended by affirmative vote of the Directors then in office, and that they constitute the official Bylaws of Plumas Corporation.

ATTEST

APPROVED

Secretary Doug Miller Date 9.7.04 Chairman John Schramm Date 9.7.04
Plumas Corporation Plumas Corporation

John DeSelle
Certified Public Accountant



July 29, 2009

To the Board of Directors
Plumas Corporation
Quincy, California

I have compiled the accompanying statement of financial position of Plumas Corporation (a non-profit corporation) as of June 30, 2009 and the related statements of activity and functional expenses, for the twelve months ending June 30, 2009 and the accompanying supplementary information, which is presented only for supplementary analysis purposes, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and accordingly, do not express an opinion or any other form of assurance on them.

The accompanying budget of Plumas Corporation for the year ended June 30, 2009, has not been compiled or examined by me and, accordingly, I do not express an opinion or any other form of assurance on it.

Management has elected to omit substantially all of the disclosures and a statement of cash flows required by generally accepted accounting principles, including the summaries of significant assumptions and accounting policies required under established guidelines for presentation of prospective financial statements. If the omitted disclosures, statement of cash flows and summaries were included in the financial statements and budgeted information, they might influence the user's conclusions about the organization's financial position, results of operations, cash flows and budgeted information. Accordingly, these financial statements and the related budgeted information are not designed for those who are not informed about such matters.

I am not independent with respect to Plumas Corporation.

John DeSelle, CPA

(31)

Plumas Corporation
Statement of Financial Position
June 30, 2009

Assets

Assets

Cash in Bank	\$91,824.64
Accounts Receivable	321,238.69
Deposits	1,699.00
Fire Safe Council Receivable	3,219.86
Prepaid Insurance	7,318.26
Prepaid Rent	717.50
Furn & Equip	45,472.95
Leasehold Improvements	89,397.99
Accumulated Depreciation	(65,384.01)
Total Assets	<u>\$495,504.88</u>

Liabilities and Net Assets


Liabilities

Notes Payable - Plumas Bank	\$50,000.00
W/comp Insurance	586.30
Leave Benefits Payable	10,926.73
Accounts Payable	59,353.70
Refundable Advances	212,386.08
Total Liabilities	<u>333,252.81</u>

Net Assets

Unrestricted	16,921.05
Temporarily Restricted	145,331.02
Total Net Assets	<u>162,252.07</u>

Total Liabilities & Net Assets	<u>\$495,504.88</u>
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 Plumas Corporation
 Statement of Activities
 For the Twelve Months Ended June 30, 2009

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Support and Revenue			
Grants	\$1,328,792.29		\$1,328,792.29
Transient Occupancy Tax		\$237,490.00	237,490.00
Miscellaneous Revenue	44,688.34		44,688.34
Interest Income	183.71		183.71
Product Sales	1,286.07		1,286.07
Net Assets Released from Restrictions	<u>253,014.83</u>	<u>-253,014.83</u>	<u>0.00</u>
Total Support and Revenue	<u>1,627,965.24</u>	<u>-15,524.83</u>	<u>1,612,440.41</u>
Expenses			
Program Services:			
Tourism	170,582.93		170,582.93
Economic Development	70,610.69		70,610.69
Erosion Control	802,951.81		802,951.81
Fire Safe Council	<u>466,970.29</u>		<u>466,970.29</u>
Total Program Services	1,511,115.72		1,511,115.72
Administrative Expense	<u>120,439.88</u>		<u>120,439.88</u>
Total Expenses	<u>1,631,555.60</u>		<u>1,631,555.60</u>
Change in Net Assets	<u>-3,590.36</u>	<u>-15,524.83</u>	<u>-19,115.19</u>
Net Assets at Start of Year	20,511.41	160,855.85	181,367.26
Net Assets at May 31, 2009	<u>\$16,921.05</u>	<u>\$145,331.02</u>	<u>\$162,252.07</u>

See Accountant's Compilation Report

Plumas Corporation
Statement of Functional Expenses
For the Twelve Months Ended June 30, 2009

	<u>Total</u>	<u>Tourism</u>	<u>Economic Develop.</u>	<u>Erosion Control</u>	<u>Fire Safe</u>	<u>General Admin.</u>
<u>Personnel Expenses</u>						
Salaries	\$344,862.16	\$88,705.11	\$34,581.62	\$157,301.84	\$42,047.75	\$22,225.84
Pension	26,917.06	6,875.06	2,717.12	12,231.58	3,114.16	1,979.14
Leave Benefits	31,442.07	9,410.27	2,848.80	13,396.00	2,532.35	3,254.65
Payroll Taxes	32,714.06	8,542.09	3,226.72	14,166.12	4,226.35	2,552.78
Health Insurance	37,924.49	13,017.72	3,575.13	13,961.57	2,868.68	4,501.39
Workers' Comp. Ins.	<u>5,295.57</u>	<u>1,126.18</u>	<u>432.59</u>	<u>2,224.51</u>	<u>522.08</u>	<u>990.21</u>
Total Personnel Expenses	<u>479,155.41</u>	<u>127,676.43</u>	<u>47,381.98</u>	<u>213,281.62</u>	<u>55,311.37</u>	<u>35,504.01</u>
<u>Other Expenses</u>						
Fire Safe Consultants	2,400.00				2,400.00	
Web Page	3,231.49	1,706.25		216.00	498.34	810.90
Seminars/Conferences	2,017.40	877.40	640.00	500.00		
Routine Travel	24,942.95	1,760.99	2,221.80	19,366.52	1,347.59	246.05
Special Travel	490.97			490.97		
Agency Newsletter	2,305.55	200.00				2,105.55
Dues and Subscriptions	6,210.00	745.00	5,440.00	25.00	-	-
Bank Charges	664.63			275.00		389.63
Meeting Expense	737.62	36.00	701.62	-		-
Advertising	17,541.49	14,898.80	-	872.24	1,379.70	390.75
Promotional Supplies	2,005.35	1,633.15		353.30		18.90
Photo Library Development	2,615.00	2,615.00				
Media/Public Relations	500.00	500.00				
Printing	2,888.42	1,761.70		1,126.72	-	-
Repairs & Maintenance	4,297.20	1,277.00		60.50	-	2,959.70
Depreciation	3,498.00	-				3,498.00
Rent	1,863.70	-				1,863.70
Photocopier Lease	3,902.30					3,902.30
Other Equipment Rental	-					
Utilities	6,713.49			161.64		6,551.85
Equipment	7,545.63	871.12		6,674.51		-
Photo Expense	-	-		-		-
Office Supplies	6,809.26	1,319.50	178.87	558.74	31.94	4,720.21
Postage	8,125.78	5,620.83		278.68	38.00	2,188.27
Photocopy	3,259.33	478.66	43.69	55.07	-	2,681.91
Telephone	13,140.75	4,243.76		188.74	165.76	8,542.49
Internet Marketing	2,211.85	2,211.85		-		
Liability Insurance	18,371.04	-	112.24	9,182.24	2,457.86	6,618.70
Software Service Chg	160.00	-		160.00		-
Personal Ppty. Tax	77.28	-		-		77.28
Accounting	14,199.63				-	14,199.63
Audit	8,350.00					8,350.00
Misc. Prof. Services	960,193.24	127.00	13,890.49	523,449.40	412,040.22	10,686.13
Miscellaneous	4,440.07	11.09	-	1,805.80	210.31	2,412.87
Customer Service Developmen	-					
Materials	21,096.20	10.40	-	21,085.80	-	-
Timber Tax	-				-	
Interest Expense	4,505.37	1.00		2,783.32		1,721.05
Custodial Funds Adj	(8,910.80)				(8,910.80)	
Total Other Expenses	<u>1,152,400.19</u>	<u>42,906.50</u>	<u>23,228.71</u>	<u>589,670.19</u>	<u>411,658.92</u>	<u>84,935.87</u>
Total Functional Expenses	<u>\$1,631,555.60</u>	<u>\$170,582.93</u>	<u>\$70,610.69</u>	<u>\$802,951.81</u>	<u>\$466,970.29</u>	<u>\$120,439.88</u>

See Accountant's Compilation Report

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Plumas Corporation
Budgeted Statement of Income
For the Twelve Months Ended June 30, 2009

	Current Month Actual	Year-to-Date Actual	Annual Budget	Unexpended Budget	%
Revenue					
Grant Revenue	\$84,145.40	\$1,328,792.29	\$2,308,071.00	\$979,278.71	42.4
Transient Occup. Tax	0.00	237,490.00	285,932.00	48,442.00	16.9
Miscellaneous Revenue	22,513.56	44,688.34	0.00	(44,688.34)	
Interest Income	4.24	183.71	0.00	(183.71)	
Product Sales	2.00	1,286.07	0.00	(1,286.07)	
Total Revenue	\$106,665.20	\$1,612,440.41	\$2,594,003.00	\$981,562.59	37.8
Expenses					
Salaries	\$24,742.01	\$344,862.16	\$432,162.00	\$87,299.84	20.2
Pension	1,757.08	26,917.06	30,254.00	3,336.94	11.0
Leave Benefits	1,475.92	31,442.07	21,638.00	(9,804.07)	(45.3)
Payroll Taxes	2,047.00	32,714.06	38,159.00	5,444.94	14.3
Health Insurance	3,451.02	37,924.49	43,116.00	5,191.51	12.0
W.C. Insurance	312.55	5,295.57	14,351.00	9,055.43	63.1
Fire Safe Consultants	0.00	2,400.00	0.00	(2,400.00)	
Web Page	1,256.25	3,231.49	2,200.00	(1,031.49)	(46.9)
Seminars/Conferences	0.00	2,017.40	2,160.00	142.60	6.6
Routine Travel	1,790.63	24,942.95	1,765.00	(23,177.95)	(1313.2)
Special Travel	290.70	490.97	0.00	(490.97)	
Agency Newsletter	764.59	2,305.55	2,310.00	4.45	.2
Advertising	670.50	17,541.49	15,000.00	(2,541.49)	(16.9)
Direct Mail	0.00	664.63	0.00	(664.63)	
Meeting Expense	0.00	737.62	30.00	(707.62)	(2358.7)
Dues and Subscriptions	550.00	6,210.00	1,620.00	(4,590.00)	(283.3)
Internet Marketing	487.42	2,211.05	2,557.00	345.15	13.5
Promotional Supplies	330.00	2,005.35	0.00	(2,005.35)	
Photo Library Development	0.00	2,615.00	2,000.00	(615.00)	(30.8)
Media/Public Relations	500.00	500.00	0.00	(500.00)	
Printing	0.00	2,888.42	0.00	(2,888.42)	
Repairs and Maintenance	135.00	4,297.20	6,800.00	2,502.80	36.8
Depreciation	291.50	3,498.00	3,640.00	142.00	3.9
Rent	162.50	1,863.70	1,895.00	31.30	1.7
Photocopier Lease	296.70	3,902.30	3,600.00	(302.30)	(8.4)
Software Service Charge	0.00	160.00	0.00	(160.00)	
Utilities	321.50	6,713.49	8,050.00	1,336.51	16.6
Equipment	0.00	7,545.63	1,650.00	(5,895.63)	(357.3)
Office Supplies	1,159.92	6,809.26	6,730.00	(79.26)	(1.2)
Postage	1,056.40	8,125.78	8,893.00	767.22	8.6
Photocopy	661.76	3,259.33	1,940.00	(1,319.33)	(68.0)
Telephone	1,044.93	13,140.75	10,725.00	(2,415.75)	(22.5)
Liability Insurance	1,523.99	18,371.04	18,204.00	(167.04)	(.9)
Personal Property Tax	0.00	77.28	255.00	177.72	69.7
Accounting	0.00	14,199.63	15,195.00	995.37	6.6
Audit	0.00	8,350.00	8,300.00	(50.00)	(.6)

Plumas Corporation
 Budgeted Statement of Income
 For the Twelve Months Ended June 30, 2009

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	Current Month Actual	Year-to-Date Actual	Annual Budget	Unexpended Budget	%
Misc. Prof. Serv	78,701.67	960,193.24	558,029.00	(402,164.24)	(72.1)
Miscellaneous	535.31	4,440.07	3,150.00	(1,290.07)	(41.0)
General Administration	0.00	0.00	2,318.00	2,318.00	100.0
Custodial Funds Adjustment	(8,910.80)	(8,910.80)	0.00	8,910.80	
Materials	694.46	21,096.20	30.00	(21,066.20)	0220.7)
Interest Expense	0.00	4,505.37	11,160.00	6,654.63	59.6
Unallocated Budget	0.00	0.00	1,278,434.00	1,278,434.00	100.0
Total Expense	<u>\$118,100.51</u>	<u>\$1,631,555.60</u>	<u>\$2,558,320.00</u>	<u>\$926,764.40</u>	36.2
Revenue Over (Under) Expenses	<u>(\$11,435.31)</u>	<u>(\$19,115.19)</u>	<u>\$35,683.00</u>	<u>\$54,798.19</u>	153.6

Plumas Eureka Ski Bowl Upgrades

Authorizing Resolutions

Resolutions are included here from Plumas Corporation, the grantee which will carry out the Prop 84 improvements and Plumas Ski Club, which will operate the proposed improvements under a revised concession agreement with California State Parks.

Resolution No: 2010-01

RESOLUTION OF THE Board of Directors OF Plumas Corporation, a Non-Profit Organization
Approving The Application For STATEWIDE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Plumas Corporation hereby:

Approves the filing of an application for the Plumas Eureka Ski Bowl Upgrades, and

1. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s) with the Plumas Ski Club (see their resolution), and
3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

- 4. Delegates the authority to Executive Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
- 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

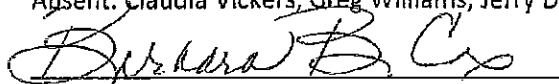
Approved and adopted the 20th day of January, 2010.

I, the undersigned, hereby certify that the foregoing Resolution Number 2010-01 was duly adopted by the Board of Directors of Plumas Corporation following a roll call vote:

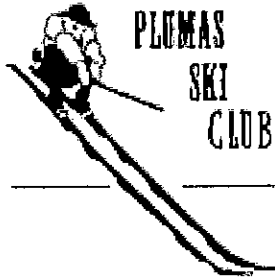
Ayes: Doug Miller, Bob Carter, Dan Mountsier, John Hafen, Scott Tanner, Pat Terhune, Jim Murphy, Jeannette Sasser, and Juliana Mark

Noes: None

Absent: Claudia Vickers, Greg Williams, Jerry DeVore,



Barbara B. Cox
(Clerk)



P.O. BOX 4003
QUINCY, CA 95971

(31)

Resolution No: 2010 - 01

RESOLUTION OF THE Board of Directors of Plumas Ski Club, a Non-Profit Organization

Approving The Application For Statewide park program grant funds by Plumas Corporation

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, Plumas Corporation will enter into a contract with the State of California to complete the grant scope project and Plumas Ski Club will operate the upgraded facility once the improvements have been completed and accepted by the State;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Plumas Ski Club hereby:

Approves the filing of an application for the Plumas Eureka Ski Bowl Upgrades, and

1. Concurs that Plumas Corporation has or will have available, prior to commencement of any work on the project included in this



P.O. BOX 4003
QUINCY, CA 95971

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application, the sufficient funds to complete the project; and

2. Certifies that the Plumas Ski Club has or will have sufficient funds to operate and maintain the project(s), and

3. Concurs that Plumas Corporation has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to President of the Board of Directors of Plumas Ski Club to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for operation and maintenance of the Plumas Eureka Ski Bowl Upgrades; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 21 day of January, 2010

I, the undersigned, hereby certify that the foregoing Resolution Number 2010-01 was duly adopted by the Board of Directors of Plumas Ski Club following a roll call vote:

Ayes: Ron Logan, Doug Hart, Bob Burney, Lisa Kelly, Donald Fregolia, Chris Murray,
Mike Kelly, Shannon Morrow

Noes: None

Absent: None


Ron Logan

(Clerk)

GRANT SCOPE/Cost Estimate Form

GRANT SCOPE ITEMS: Plumas Corporation Plumas Eureka Ski Bowl Upgrades DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	Estimated Cost
Ski Lift	\$1,340,000
Transports/Groomers	\$ 140,000
Trails	\$ 25,000
Buildings	\$ 335,000
Infrastructure	\$ 641,486
Construction Engineering	\$ 75,000
Management	\$ 40,000
Contingency	\$ 134,824
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES	\$2,731,310
Total Estimated PRE-CONSTRUCTION COST (ENGINEERING/DESIGN AND PERMITS)	\$ 100,000
Total PROJECT Cost	\$2,831,310
Requested GRANT Amount	\$2,709,000

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables, and that all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before final GRANT payment is processed as specified in the "Grant Process - End of GRANT PERFORMANCE PERIOD" section found in the GRANT ADMINISTRATION GUIDE. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page before creating a cost estimate.



EXEC DIR
APPLICANT'S AUTHORIZED REPRESENTATIVE Signature

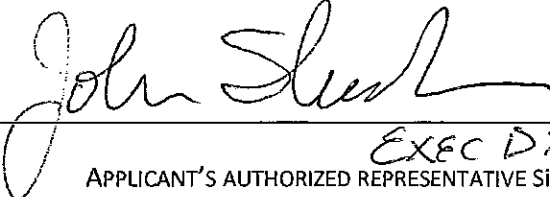
2 27 10

Date

Funding Sources Form

Funding Source	Date COMMITTED	Amount
Statewide Park Program GRANT Request	TBD	\$ 2,709,000
Plumas Ski Club and Plumas Corporation Resolutions (2/10) and Plumas Ski Club LOIs (various dates)		\$ 122,310
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Grand Total All Funding Sources (Estimated TOTAL PROJECT COST)		\$ 2,831,310

The APPLICANT understands that the PROJECT cannot be funded unless the requested GRANT equals the estimated cost needed to complete the PROJECT, or, the requested GRANT plus the total amount of additional COMMITTED FUNDS equals the estimated cost of the PROJECT. The PROJECT must be completed and open to the public before final GRANT payment is processed.


EXEC DIR
APPLICANT'S AUTHORIZED REPRESENTATIVE Signature

2 27 10
Date



CEQA Compliance Certification Form

Applicant/Grantee: Plumas Corporation

Project Name: Plumas Eureka Ski Bowl Upgrades

Project Address: Johnsville Road, Plumas Eureka State Park

When was CEQA analysis completed for this project? Date: 8/30/06

What documents were filed for this project's CEQA analysis: (check all that apply)

Initial Study Notice of Exemption Negative Declaration

Mitigated Negative Declaration Environmental Impact Report

Other _____

Please attach the Notice of Exemption or the Notice of Determination as appropriate.

If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information:

Agency Name: California Department of Parks and Recreation

Contact Person: Ken Anderson

Mailing Address: 1416 9th St, Sacramento, CA 94296-0001

Phone: (_____) _____

Email: KANDE@parks.ca.gov

Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) for the project identified above and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

John Sheehan, Executive Director, Plumas Corporation-Applicant _____

AUTHORIZED REPRESENTATIVE

Date 2/22/10

AUTHORIZED REPRESENTATIVE

(Signature)

(Printed Name and Title)



State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

4/4

NOTICE OF DETERMINATION

TO: State Clearinghouse
Office of Planning and Research
1400 Tenth Street, Room 222
P.O. Box 3044
Sacramento, California 95812-3044

FROM: Department of Parks and Recreation
1416 9th Street
P.O. Box 942806
Sacramento, California 94296-0001

SUBJECT: Filing of the Notice of Determination in compliance with Section 21108 of the Public Resources Code.

Project Title: Plumas Eureka Ski Bowl Improvements Project

State Clearinghouse Number: 2006052066

Contact Person: Ken Anderson

Phone Number: 530 525 9535

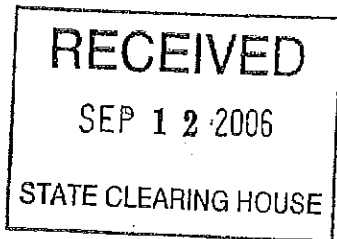
Project Location: Plumas Eureka State Park

Project Description: To upgrade and modernize the facilities of the ski bowl

The California Department of Parks and Recreation has approved this project and has made the following determinations:

1. The project will not have a significant effect on the environment.
 The project will have a significant effect on the environment.
2. A Final Negative Declaration was prepared and adopted, pursuant to the provisions of the California Environmental Quality Act (CEQA).
 A Final Environmental Impact Report has been completed in compliance with CEQA, and has been presented to the decision-making body of this Department for its independent review and consideration of the information, prior to approval of the project.
3. Mitigation measures were were not made conditions of project approval.
4. A Statement of Overriding Considerations was was not adopted for this project.
5. Findings were were not made on environmental effects of the project.

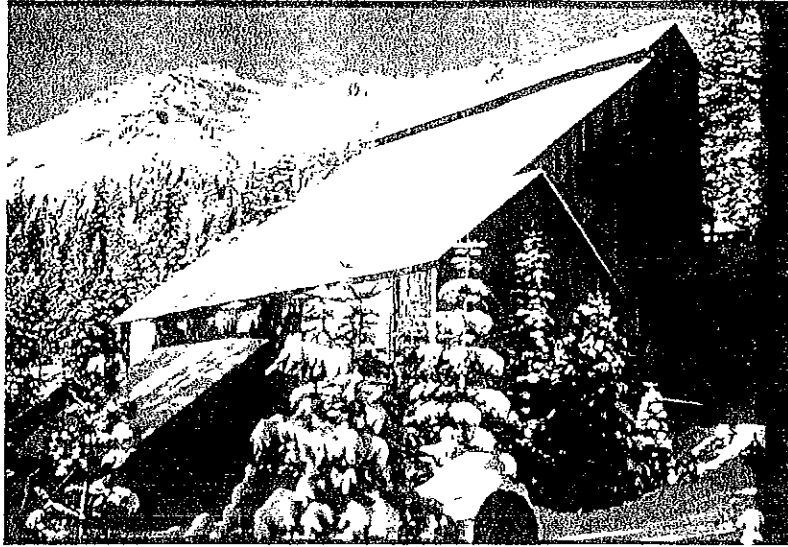
The Negative Declaration and record of project approval may be examined at the California Department of Parks and Recreation, Sierra District, located at 7360 Westlake Blvd, Tahoma, California.



Theodore Jackson Jr.
Theodore Jackson Jr.
Deputy Director, Park Operations
8.30.06
Date

475

FINAL
MITIGATED NEGATIVE DECLARATION



PLUMAS EUREKA SKI BOWL IMPROVEMENTS PROJECT
Plumas Eureka State Park

August 2006



State of California
DEPARTMENT OF PARKS AND RECREATION

MITIGATED NEGATIVE DECLARATION

PROJECT: Plumas Eureka Ski Bowl Improvements Project

LEAD AGENCY: California Department of Parks and Recreation (DPR)

AVAILABILITY OF DOCUMENTS:

The Initial Study for this Mitigated Negative Declaration was made available throughout the 30 day public review period (May 15 - June 13) at the libraries in Quincy and Portola. It was also available for review at the information desks at Plumas Eureka State Park, the DPR Sierra District Office in Tahoma, and the DPR Northern Service Center.

Plumas Eureka State Park Museum
310 Johnsville Rd.
Blairsden, CA 96103

California State Parks
Northern Service Center
One Capitol Mall - Suite 500
Sacramento, CA 95814

California State Parks
Sierra District
7360 Westlake Blvd
Tahoma, CA 96142

Quincy Public Library
445 West Jackson
Quincy California 95971

Portola Public Library
34 Third Ave
Portola, CA 96122

PROJECT DESCRIPTION:

The general project description is to upgrade and modernize the facilities of the ski hill including exchanging the surface poma lift with a chair lift, making facilities accessible as required by regulation, improve the potable water facilities by installing a well, renovating the restrooms, and replacing the old diesel generators with new ones. One new building would be constructed - a 2000 square foot maintenance/power station building. The hours of operation will be standardized from 9:00 AM to 4:00 PM. The ski bowl will be operated a maximum of 4 days a week.

FINDINGS

An initial study has been prepared to assess the proposed project's potential impacts on the environment and the significance of those impacts and is incorporated in the Draft Mitigated

Negative Declaration (MND). Based on the Initial Study, it has been determined that the proposed project would not have any significant impacts on the environment, once all the proposed mitigation measures have been implemented. This conclusion is supported by the following findings:

- There was no potential for adverse impacts on agricultural resources, biological resources, land use and planning, mineral resources, population and housing recreation, and cumulative impacts.
- Potential adverse impacts resulting from the proposed project were found to be less than significant in the following areas: air quality, geology and soils, public services,
- Full implementation of the proposed mitigation measures included in this MND would reduce potential project-related adverse impacts on aesthetics, cultural resources, hazards and hazardous materials, hydrology and water quality, noise, recreation, transportation, utilities, and service systems, to a less than significant level.

MITIGATION MEASURES

The following mitigation measures have been incorporated into the scope of work for the proposed project and will be fully implemented by DPR to avoid or minimize adverse impacts identified in this MND. These mitigation measures will be included in any applicable contract specifications and in instructions to DPR personnel involved in implementing the project.

The following mitigation measures will be implemented by DPR as part of the Plumas Eureka Ski Bowl Improvements Project.

Aesthetics

The lift towers will be painted in dark colors to blend with surroundings. No facilities will be placed along ridgelines where they would be more visible. The new maintenance building will be constructed with non-glare materials that blend in with the surroundings. The top terminal building will have a mining shack theme.

Cultural Resources

Avoid the linear feature identified in the Archaeological Report by flagging it to mark it and keeping all equipment away from during construction activities. The alteration or removal of any historic or archaeological features will be subject to Public Resources Code 5024.5 review requirements attached to this document. The draft mitigated negative declaration was presented to the appropriate Native American representatives for comment and consultation as required by the Department's Native American Consultation Policy and Senate Bill 18, Chapter 905, Statutes of 2004. The response letters are attached to this document.

Hazards and Hazardous Materials

Clean up all past spill sites of oil based products in compliance with current regulations. Inspect and replace if necessary any hazards created by lead paint and asbestos. The maintenance shop roof will be replaced. Inspect the current septic system to insure it is functioning properly. Remove the old fuel storage facilities and build new facilities next to the paved parking lot. Inspect all buildings and bring up to code for all building code

(15)

regulations including accessibility. Inspect all lift facilities planned for continued use and correct safety deficiencies. Install a well to replace the spring supplying potable water to insure compliance with regulations of the California Department of Health Services. All equipment will be inspected for leaks immediately prior to the start of construction, and regularly inspected thereafter until equipment is removed from park premises. The contractors will prepare an emergency spill response plan prior to the start of construction and maintain a spill kit on site. This plan will include a map that delineates construction staging areas, where refueling, lubrication, and maintenance of equipment may occur. These activities will take place away from any stream zone. In the event of any spill or release of any chemical in any physical form in or adjacent to the park, during construction, the contractor will immediately notify the appropriate DPR staff (e.g. project manager or state representative). Equipment will be cleaned and repaired (other than emergency repairs) outside of park boundaries. All contaminated water, sludge, spill residue, or other hazardous compounds will be disposed of outside park boundaries, at a lawfully permitted or authorized destination.

Hydrology and Water Quality

The spring box supplying potable water will be replaced with a well. The septic system will be inspected to insure it is functioning properly. A Storm Water Drainage Plan will be developed and implemented as part of the proposed project.

Noise

The hours of operation of the ski bowl will be standardized to 9 am to 4 pm to limit noise associated with operation of the ski hill to daylight hours. New, quieter generators will be installed and housed in buildings creating less sound than the old generators. All construction equipment shall be equipped with mufflers or equivalent noise-attenuating devices.

Recreation

See mitigation measures proposed under I., V., VII, VIII, XI, and XVI.

Traffic and Transportation

Speed limit, curves and bridge approach signs, and radar will be installed to enforce and monitor speed limits. Shuttle buses will be scheduled to carry riders from the Graeagle/Mohawk area to the ski bowl on those days when parking lot capacity is expected to be exceeded. Ski bowl managers will work with Plumas County to set up the shuttle buses.

Utilities and Service Systems

The existing septic system facility will be evaluated and inspected. If repairs are required they will be made. If an upgrade is deemed necessary to handle increased capacity that upgrade work will take place as part of the initial facility development. In addition, the system will be inspected and serviced annually to insure waste water treatment meets all standards and regulations. The current drainage facilities will be evaluated and a storm water drainage plan developed for the ski bowl as part of the proposed project. Drainage facilities such as culverts and sediment basins will be installed where appropriate as dictated in a storm drainage plan.

A well will be installed to replace the spring supplying potable water.

Addendum to the Draft Mitigated Negative Declaration

The following corrections, additions, and deletions have been made to the *Plumas Eureka Ski Bowl Improvements Project Draft MND*. Additions and corrections are underlined; strikeout indicates a deletion. Minor punctuation, spelling or grammatical corrections that contribute to the ease of understanding, but have no significant impact on the content, have not been included in this addendum.

The following wording is considered to be more definitive for the project. Therefore the following changes have been made to the Final MND.

Chapter 2, page 4, paragraph 1

This IS/MND evaluates the environmental effects of the proposed Plumas Eureka Ski Bowl Improvements Project. The project would result in upgraded and improved facilities at the ski hill. The main improvement would be to replace the existing poma ski lift with a chair lift. The hours of operation would be standardized to 9:00 AM to 4:00 pm daily. The number of days per week would be set at a maximum of 4 days per week. ~~Hours of operation would be expanded from weekends only to include some weekdays.~~ It is anticipated use would eventually increase from a historic average of 4800 skiers per year or 125 skiers per day to about 10,000 skiers per year or ~~162250~~ skiers per day. On maximum, peak weekends (events and holidays) daily use is expected to be 500 skiers per day.

Chapter 2, page 5, paragraph 4

Over the years the ski bowl operators have had a very cooperative relationship with local school ski programs with many of the youth of the county learning how to first ski at the hill. Because of this, the ski hill has always been very important to children and families in Plumas County. Community organizers have expressed a desire to resume these educational community building programs.

Chapter 2, page 7

DPR, working through local and county entities, proposes the improvements for the Plumas Eureka Ski Bowl. The following is a summary of the planned improvements:

- 1) Replacement of the existing 40 year old poma surface lift with a chair lift. A chair lift will make the ski hill more accessible to all skiers including those skiers with disabilities, and snowboarders. The chairlift will have seats holding 2-4 persons, have a similar number of towers of similar dimensions and color, and begin and end in approximately the same locations. Pictures of a typical chairlift likely to be installed are included in the appendix.
- 2) All facilities required to meet current accessibility standards will be brought up to code.
- 3) The existing lodge will be upgraded with deck and stair handrails, new foundation supports added where needed, structural repairs performed, storage areas added, and electrical, plumbing, and venting upgrades installed as required by current building codes and standards.
- 4) The old lift generators will be replaced with new, quieter, more efficient models (65-84 db at 23') and moved from behind the lodge to near the parking lot. The new generators will be housed inside an insulated building to protect them and mitigate noise. A picture of a typical generator likely to be installed is included in the appendix.
- 5) The potable water system (spring box) will be replaced with a well upgraded as needed to

comply with all State Department of Health Services regulations. This may require construction of a water treatment facility near the water source or construction of a well. The maximum area of disturbance would be 40 x 40 feet. The quantity of water used is expected to remain approximately the same as the historic use.

- 6) The restrooms near the lodge will be upgraded to meet accessibility standards. The septic system will be inspected to insure it is functioning properly, evaluated and upgraded as needed.
- 7) The old maintenance building will be dismantled or renovated and reutilized for storage of ski patrol equipment, fencing etc. A new maintenance building will be constructed near the parking lot. The building will be constructed using non-glare materials that will be compatible with the surroundings. The building will house maintenance equipment, the generator(s) and fuel storage materials. The new location next to the parking lot will provide easier access for fuel and supply delivery. A picture of a typical maintenance building likely to be built as part of this project is included in the appendix.
- 8) The hours of operation will be standardized from 9 am to 4 pm. The days of operation will be increased to a maximum of 4 days a week from weekends only to include some week days.
- 9) A Vegetation Maintenance Program will be developed to treat ski run vegetation on a more regular and frequent schedule. This program will be developed under a separate proposal and CEQA document.
- 10) All hazardous material issues will be mitigated as part of the improvements project.
- 11) All building code deficiencies/violations will be corrected that are necessary for the operation of the facilities.
- 12) A Storm Water Drainage Plan will be developed and implemented as part of the project.

Chapter 3, page 17, second paragraph

b) ~~b)~~ The project site is in an alpine environment with no known air quality violations. While skiers, cars, groomers, and generators will emit CO, PM 10 and PM 2.5 particulates, the levels generated onsite are expected to be well below state and federal standards. The predicted increase in vehicle trips a day from 125 to 162 will not contribute a substantial increase in auto emissions. The new generators are expected to emit fewer pollutants than the old generators. All equipment will meet current regulations for emissions and any required permits from the Northern Sierra Air Quality Management District. Ozone attainment standards are not an issue in the winter when the facility will be operating. Less than significant impact.

Chapter 3, page 27, g

VII - g - Replace the existing potable water system with a well. Inspect and upgrade if necessary the potable water facilities to bring them up to code to meet all regulations of the California Department of Health Services. Chapter 3, page 28, paragraph 4

The ski bowl provides potable water at the lodge via a spring. As part of the proposed project this system would be replaced with a well, evaluated and upgraded if necessary to comply with all Department of Health Services regulations for drinking water. A well may be installed to replace the surface water collection system.

Chapter 3, page 29, a

a) The current potable water system will be replaced with a well. A component of this project is to investigate the adequacy of the current potable water system and restroom facilities to

(1)

insure that the facilities comply with all existing regulations. The results of the evaluation will determine if upgrades to the existing facilities are necessary to handle the expected increased use at the ski bowl and satisfy the most current regulations in effect for potable water systems and waste discharge requirements. Less than significant impact with mitigation.

Chapter 3, page 30, mitigation measures,

VIII-a - The potable water system will be replaced by a well and septic system supporting the lodge and restroom will be inspected as part of the project. These systems will be improved as necessary to comply with all current water quality and health standards and regulations. The existing septic system will be inspected to insure it is functioning properly.

Chapter 3, page 40, paragraph 3,

The pavement of shoulder widths on County Road A-14 are consistent with the Class 5 roadway classification standard employed by Plumas County. The roadway classification system is used by Plumas County to define traffic volume ranges which can be accommodated on individual facilities and provide satisfactory operating levels of service. Pavement and shoulder widths representative of the Class 5 standard are estimated to satisfactorily accommodate daily traffic volumes of up to ~~5,000~~ 1000 daily vehicles. Current volumes on Road A14 are approximately one half of this volume threshold near Highway 89 and well below that volume on the balance of the facility. The expected high average of 500 trips per day would only be ~~fifty~~ (1050) percent the capacity of the road system. Therefore, traffic volumes on County Road A14 are projected to remain well within the capacity of the roadway along the entire 6.5 mile segment. The ability to access the roadway from individual driveways, such as in the community of Johnsville, will not be substantially effected, particularly with the speed limits enforced.

Chapter 3, page 44, d

d) The existing potable water system consisting of a spring box will be replaced with a well. It is estimated the current spring source provides adequate water supplies for the exiting and proposed facilities. However, the water collection system will be evaluated for supply provided and expected use, as well as compliance for current Department of Health standards. It is possible either a water treatment plant or well will be constructed as part of this project to insure both adequate quantity and quality of water is provided. Installation of these facilities will have a less than significant impact.

Chapter 3, page 45, XVI d

The existing potable water system will be replaced by a well. The water collection system will be evaluated for supply provided and expected use, as well as compliance for current Department of Health standards. It is possible either a water treatment plant or well will be constructed as part of this project to insure both adequate quantity and quality of water is provided. Installation of these facilities will have a less than significant impact.

Chapter 4, page 47

Aesthetics

I. c The lift towers will be painted in dark colors to blend with surroundings. No facilities

will be placed along ridgelines where they would be more visible. The new maintenance building will be constructed with non-glare materials that blend in with the surroundings.

Cultural Resources

V. a Avoid the linear feature identified in the report by flagging it to mark it and keeping all equipment away from during construction activities. The alteration or removal of any historic or archaeological features will be subject to Public Resources Code 5024.5 review requirements attached to the Final MND. ~~This~~ The draft mitigated negative declaration ~~will~~ was be presented to the appropriate Native American representatives for comment and consultation as required by the Department's Native American Consultation Policy and Senate Bill 18, Chapter 905, Statutes of 2004. Their response letters can be found in the appendix.

Hazards and Hazardous Materials

- VII - a - Clean up all past spill sites of oil based products in compliance with current regulations.
- VII - b - Inspect and replace if necessary any hazards created by lead paint and asbestos. The maintenance shop roof will be replaced.
- VII - c - Inspect and upgrade if necessary the current septic system to accommodate the expected visitor use.
- VII - d - Remove old fuel storage facilities and build new facilities next to the paved parking lot.
- VII - e - Inspect all buildings and bring up to code for all building code regulations including accessibility.
- VII - f - Inspect all lift facilities planned for continued use and correct safety deficiencies.
- VII - g - Inspect and upgrade if necessary the potable water facilities to bring them up to code to meet all regulations of the California Department of Health Services.
- VII - h - All equipment will be inspected for leaks immediately prior to the start of construction, and regularly inspected thereafter until equipment is removed from park premises.
- VII - i - The contractors will prepare an emergency spill response plan prior to the start of construction and maintain a spill kit on site. This plan will include a map that delineates construction staging areas, where refueling, lubrication, and maintenance of equipment may occur. These activities will take place away from any stream zone. In the event of any spill or release of any chemical in any physical form in or adjacent to the park, during construction, the contractor will immediately notify the appropriate DPR staff (e.g. project manager or state representative).
- VII - j - Equipment will be cleaned and repaired (other than emergency repairs) outside of park boundaries. All contaminated water, sludge, spill residue, or other hazardous compounds will be disposed of outside park boundaries, at a lawfully permitted or authorized destination.

Hydrology and Water Quality

- VIII- a - The potable water system will be replaced with a well and septic system supporting the lodge and restroom will be inspected as part of the project. These systems will be improved as necessary to comply with all current water quality and health standards and regulations.
- VIII b - The existing septic system will be evaluated and upgraded if necessary to comply with current regulations. A Storm Water Drainage Plan will be developed and implemented

as part of the proposed project.

Noise

XI d - Hours of operation of the ski bowl will be 9 am to 4 pm to limit noise associated with operation of the ski hill to daylight hours. New, quieter generators will be installed and housed in buildings creating less sound than the old generators. All construction equipment shall be equipped with mufflers or equivalent noise-attenuating devices.

Recreation

See mitigation measures proposed under I., V., VII., VIII., XI., and XVI.

Traffic and Transportation

XV. a Speed limit, curves and bridge approach signs, and radar will be installed to enforce and monitor speed limits.

XV f - Shuttle buses will be scheduled to carry riders from the Graeagle/Mohawk area to the ski bowl on those days when parking lot capacity is expected to be exceeded. Ski bowl managers will work with Plumas County to set up the shuttle buses.

Utilities and Service Systems

XVI b - The existing septic system facility will be evaluated and inspected. If repairs are required they will be made. If an upgrade is deemed necessary to handle increased capacity that upgrade work will take place as part of the initial facility development. In addition, the system will be inspected and serviced annually to insure waste water treatment meets all standards and regulations.

XVI c - The current drainage facilities will be evaluated and a storm water drainage plan developed for the ski bowl as part of the proposed project. Drainage facilities such as culverts and sediment basins will be installed where appropriate as dictated in a storm drainage plan.

XVI - d - A well will be installed to provide potable water. ~~The water supply collection system will be evaluated for compliance with the current health standards. It is possible the current surface collection system will be replaced by a well in the future if it is found necessary for providing adequate water and meeting health standards.~~

24

This document, along with the Draft Initial Study/Mitigated Negative Declaration (SCH# 2006052066) corrected as noted above; Comments and Responses to Comments; proposed mitigation; and the Notice of Determination constitute the Final Mitigated Negative Declaration for the Plumas Eureka Ski Bowl Improvements Project.

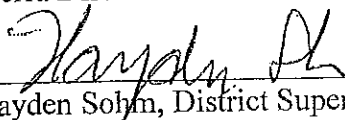
Pursuant to Section 21082.1 of the California Environmental Quality Act, the California Department of Parks and Recreation (DPR) has independently reviewed and analyzed the Initial Study and Negative Declaration for the proposed project and finds that these documents reflect the independent judgment of DPR. DPR, as lead agency, also confirms that the project mitigation measures detailed in these documents are feasible and will be implemented as stated in the Negative Declaration.



Ken Anderson, Senior Environmental Scientist
Sierra District

8-22-06

Date



Hayden Sohn, District Superintendent
Sierra District

8-22-06

Date

Plumas Eureka Ski Bowl Upgrades

Land Tenure Status

Plumas Ski Club has been operating skiing events and facilities since before the Park was formed in 1959 and up to the present day. Two types of agreements have been used: a Lease Agreement for operations of the Annual Historic Longboard Revival Series races and Concession Contracts. Both types are included for reference. A new agreement will be necessitated and negotiated with State Parks once upgrade funds are approved.

(57)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

LEASE AGREEMENT FOR PLUMAS-EUREKA SKI BOWL

LEASE COVERING PREMISES LOCATED AT PLUMAS-EUREKA STATE PARK.
THIS LEASE, dated for reference purposes only this ___ day of January, 2003, by and between the State of California, acting by and through its Director of the California Department of Parks and Recreation, hereinafter called the STATE, and Plumas Ski Club, a non-profit corporation, hereinafter called the LESSEE. This Lease is authorized pursuant to Public Resources Code 5003.17.

RECITALS

WHEREAS, LESSEE is not in a position to operate the Plumas-Eureka Ski Bowl area at this time, but desires to preserve the area and the potential for an operating ski area until a suitable operator can be located; and

WHEREAS, STATE desires to facilitate the preservation of the ski hill without taking on additional liability and/or unfunded costs;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. PREMISES - STATE does hereby lease to the LESSEE, and LESSEE hereby hires from STATE, upon the terms, agreements, and conditions hereinafter set forth, that part of Plumas-Eureka State Park outlined and described in Exhibit "I", which is incorporated herein and by this reference made a part hereof, hereafter the "Premises."

2. TERM - The term of this Lease shall be two (2) years, commencing on January ___, 2003, and terminating on December 31, 2005, unless terminated earlier pursuant to such rights of termination as are hereinafter expressly set forth.

3. EARLY TERMINATION - This Lease may be terminated at any time during the Lease Term by mutual agreement of the parties. It is the intent of the parties that this Lease will be terminated if and when a suitable operator is located for the ski bowl area and a concession agreement is executed between the STATE and the interested third party for the maintenance and operation of the Premises.

4. RENT - LESSEE shall not be responsible for any rent payments over and above the maintenance and other obligations of financial consideration set forth herein.

5. USE - The Premises shall be used by LESSEE to preserve, protect and maintain the Premises and existing personal property and facilities located on the Premises. LESSEE shall maintain and preserve all equipment and facilities in safe, neat and good condition. LESSEE shall remedy without delay any defective, dangerous or unsanitary conditions. This will include prompt repair of any damage caused by vandalism.

The Premises shall not be open to the public unless specifically authorized by STATE under separate special event permit. STATE will consider allowing LESSEE to hold events, including but not limited to, its annual longboard races, on the Premises. However, all use for events, recreation and/or public access will require the written consent of STATE through a separate special event permit process. Any and all equipment and/or facilities authorized for use through the special event permit process shall be in safe, operable condition. LESSEE shall not use or permit the Premises to be used in whole or in part during the term of this Lease for any purpose other than as herein set forth without the prior written consent of the STATE.

(35)

6. HOLDOVER - (a) Should LESSEE hold over after the expiration of the term of this Lease with the consent of STATE, expressed or implied, said tenancy shall be deemed to be a tenancy only from month to month subject otherwise to all the terms and conditions of this Lease. (b) STATE offers and LESSEE accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to LESSEE beyond the term stated above or as said term is reduced as provided herein.

7. SERVICES - LESSEE shall be responsible for all costs associated with the installation and provision of all utilities necessary to and used in connection with the Premises, including but not limited to sewage disposal. When installing facilities, no trees shall be trimmed or cut without permission of STATE. Removal and disposal of all rubbish, refuse, and garbage resulting from LESSEE's presence shall be LESSEE's responsibility and shall be disposed of outside the park unit and in accordance with applicable laws and local ordinances. All trash containers and/or trash bins shall be adequately screened to the satisfaction of STATE.

8. REPAIRS, MAINTENANCE AND ALTERATIONS - The repair or replacement of any damage to the Premises and all other maintenance needs shall be the responsibility of LESSEE. LESSEE shall remedy any defective, dangerous, or unsanitary conditions on the Premises within thirty (30) days of discovery and/or notification. If LESSEE is notified of a dangerous condition, such notice shall be provided to STATE within twenty-four (24) hours.

As part of its administration of this contract, STATE will conduct periodic inspections of the Premises. STATE reserves the right of ingress and egress without notice to inspect, investigate, and/or survey the Premises; and to elect to do any work thereon of any nature necessary for preservation, maintenance, and operation of the State Park System. LESSEE agrees to cooperate with STATE in all respects. STATE will report any safety issues or vandalism to LESSEE that may be revealed during such inspections of the Premises. LESSEE will promptly respond to cure any problems identified.

Should LESSEE fail, neglect, or refuse to undertake and complete any required maintenance, STATE shall have the right to perform such maintenance or repairs for LESSEE. In this event, LESSEE shall promptly reimburse STATE for the cost thereof provided that STATE shall first give LESSEE ten (10) days written notice of its intention to perform such maintenance or repairs. STATE shall not be obligated to make any repairs to or maintain any improvements on the Premises. LESSEE hereby expressly waives the right to make repairs at the expense of STATE and the benefit of the provisions of Sections 1941 and 1942 of the Civil Code of the State of California relating thereto if any there be. STATE has made no representations respecting the condition of the Premises, except as specifically set forth in this Lease.

The LESSEE shall make no structural repairs, changes, and/or alterations or post signs to the Premises without first obtaining the written consent of the STATE. No alterations to the Premises or construction of improvements thereon shall be permitted to begin until STATE has approved the complete plans and specifications for the project; the plans to be prepared by an architect or engineer registered by the State of California. All work must be done (a) by a contractor who is licensed by the State of California, and (b) in compliance with all applicable state and federal laws. Request for alterations, additions, or improvements shall not be unreasonably denied.

Once any alteration has been approved by STATE and the work has begun, LESSEE shall, with reasonable diligence, prosecute to completion all approved alterations. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to STATE as required herein, and shall comply with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of LESSEE, at its own cost and expense, to obtain all licenses, permits, and other approvals necessary for the construction of approved alterations.

9. **RECOVERY OF LEGAL FEES** - If an action be brought by the STATE for the recovery of any breach of any provision of this Lease, for recovery of possession of the Premises, or to protect any rights given to the STATE against the LESSEE, the STATE shall be entitled to its costs and attorney's fees in the action (including costs and fees on appeal and in any administrative or bankruptcy proceeding), as the court determines to be reasonable.

10. **HOLD HARMLESS** - The STATE is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes whatsoever while in, upon or in any way connected with the Premises during the term of this Lease or any occupancy hereunder except those arising out of the sole negligence of the STATE. LESSEE agrees to defend, protect, indemnify and hold harmless the STATE from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

11. **GENERAL LIABILITY INSURANCE** - LESSEE shall furnish a certificate of insurance with clear identification of this Lease on the face of said certificate, issued to STATE with amounts of Commercial General Liability of at least \$1,000,000 per occurrence and Fire Legal Liability of at least \$50,000 naming the State of California, its officers, agents and employees as additional insureds. Said certificate of insurance shall be issued by an insurance company with a Best Insurance Guide rating of not less than B+ or better. It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this paragraph. The certificate of insurance shall provide that the insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to STATE; except in the case of cancellation for nonpayment of premiums, in which instance, the insurer shall give STATE ten (10) days written notice prior to the effective date of the cancellation. LESSEE agrees that the insurance herein provided for shall be in effect at all times during the term of the Lease, all extension thereof, holdover periods or any other occupancy of the Premises by LESSEE. In the event said insurance coverage expires at any time or times during the term of the Lease, LESSEE agrees to provide STATE at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event LESSEE fails to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, terminate this Lease upon expiration of required insurance coverage.

12. **WORKERS' COMPENSATION INSURANCE** - LESSEE shall maintain statutory Workers' Compensation and employer's liability coverage for all its employees who will be engaged in the performance of work on the Premises, including special coverage extension where applicable.

13. **LOSSES** - STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery.

14. **TAXES AND ASSESSMENTS** - LESSEE agrees to pay all lawful taxes, assessments and/or charges which at any time may be levied upon any interest in this Lease, including charges on goods, merchandise, fixtures, appliances, equipment, and property owned by LESSEE in or about the Premises. LESSEE acknowledges that occupancy interest and rights to occupy state property being offered by this Lease may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject LESSEE to liability for the payment of property taxes levied on such possessory interest.

15. **NONDISCRIMINATION** - In connection with its performance under this Lease, LESSEE agrees as follows:

During the performance of this Lease, LESSEE and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sexual orientation, sex, race, color, ancestry, religious creed, national origin, political affiliation, physical disability (including HIV and AIDS), mental disability, medical condition age (over 40), marital status, and denial of

family and medical care or pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations (2CCR section 8104 et seq.), are incorporated into this Lease by reference and made a part hereof as if set forth in full. LESSEE and its subcontractors shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other agreement. Further, LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (Government Code, Section 12920-12994).

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

Remedies for willful violations:

- a. The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.
- b. The STATE shall have the right to terminate this Lease and any loss or damage sustained by the STATE by reason thereof shall be borne and paid for by the LESSEE.

16. DEBT LIABILITY DISCLAIMER - The STATE will not be liable for any debts or claims that arise from operation of this Lease.

17. PARTNERSHIP DISCLAIMER - LESSEE and any and all agents of LESSEE shall act in an independent capacity and not as officers or employees of the STATE. Nothing herein contained shall be construed as constructing the parties herein as partners.

18. SUBLETTING - LESSEE shall not assign this Lease in any event and shall not sublet the Premises or any part thereof and will not permit the use of the Premises by anyone other than the LESSEE without prior written consent from the STATE.

19. CONDITION OF PREMISES - LESSEE accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or the earlier termination of this Lease, to surrender up to STATE the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by acts of nature, excepted.

20. COMPLIANCE WITH LAWS - LESSEE shall at its sole cost and expense comply with all the requirements of all municipal, county, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and LESSEE's use of the Premises as provided by this Lease.

21. PROTECTION OF PREMISES - No dumping of refuse by LESSEE is permitted in any area of the Premises, and LESSEE shall not commit or suffer to be committed any waste or nuisance upon the Premises. LESSEE agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by the STATE. LESSEE further agrees to exercise due diligence in the protection of the Premises against damage or destruction by fire or other cause.

29. ENCUMBRANCES - LESSEE and STATE hereby acknowledge and agree that LESSEE will not encumber by deed of trust LESSEE's interest in the Premises. Any such encumbrances are void without prior written consent from STATE.

30. STATE'S RIGHT OF ENTRY - During the term of this Lease or any holdover thereafter, there shall be, and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, employees, representatives, or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for inspection or other lawful STATE purposes.

31. PROPERTY INSPECTION - LESSEE has visited and inspected the Premises and it is agreed that the area described herein is only approximate and the STATE does not hereby warrant or guarantee the actual area included hereunder.

32. RESERVATION OF RIGHTS - This Lease and the rights of LESSEE in and to the Premises are subject to a reservation by STATE of all oil, gas, mineral and other subsurface rights in and to the Premises; and existing easements, rights of way, licenses and other similar privileges, and those similar privileges that may be granted to STATE during the term hereof in exchange for existing easements, rights of way, licenses or other similar privileges to any federal, state, county, town or municipal authority or to any public utility having the power of eminent domain.

33. BINDING CLAUSE - The terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereon.

34. SECTION HEADING - All section headings contained herein are for convenience of reference only, and are not intended to define or limit the scope of any provisions of this Lease.

35. TIME - Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

36. AUDITS - LESSEE agrees that the STATE or its representative will have the right to review, obtain, and copy all records pertaining to performance of the Lease. LESSEE agrees to provide the STATE or its representative with any relevant information requested and shall permit the STATE or its representative access to its Premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under review to determine compliance with the Lease. LESSEE further agrees to maintain such records for a period of four (4) years after the review of the Lease.

37. BANKRUPTCY - In no event shall this Lease or the leasehold estate become an asset of LESSEE in bankruptcy, receivership, or other judicial proceedings. LESSEE shall be in default under this Lease and the Cancellation provisions shall apply in the event of any of the following: (a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against LESSEE; (c) a writ of execution is levied against this Lease or the Leasehold estate; and (d) LESSEE abandons, vacates or does not continuously occupy or safeguard the Premises.

38. TEMPORARY TENANCY - This tenancy is of a temporary nature, and the parties to this Lease agree that no relocation payment or relocation advisory assistance will be sought or provided in any form as a consequence of this tenancy.

39. AMERICANS WITH DISABILITIES ACT - Without limiting LESSEE's responsibility under this Lease for compliance with all laws, with regard to all activities that are the responsibility of LESSEE under this Lease, LESSEE shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 ("ADA") [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)] and the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws. With regard to facilities for which LESSEE

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22. CONTRABAND - No article, or material, which the STATE considers as being contraband shall be brought on the Premises. This includes narcotics, firearms and edged weapons, unless specific permit is separately obtained. Violation of this provision shall be cause for termination of this Lease.

23. HAZARDOUS SUBSTANCES - LESSEE agrees that it will comply with all laws, either Federal, State, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LESSEE's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless STATE and/or any of these individuals against such liability.

24. LIENS - LESSEE shall keep the Premises free from all liens and claims of mechanics, material suppliers, and others from work done and material furnished at the request of LESSEE. Should any lien or claim of lien be filed or notice be given, LESSEE shall cause the same to be immediately canceled and removed, and if so removed, LESSEE shall not be in default under the terms of this Lease.

25. DISPOSITION OF PROPERTY - Title to all personal property provided by LESSEE shall remain in LESSEE. LESSEE shall not attach any personal property to any real property belonging to STATE without first obtaining STATE's written approval. Unless approved in writing by STATE, all property attached to STATE'S real property will be considered a real property improvement and shall become property of STATE at the time this Lease is terminated. Further, in the event that no suitable operator for the ski hill is located at the termination of the Lease and in the event that LESSEE is not in default and so elects, STATE agrees to take title to personal property still located on the Premises, "as is", if title is offered free and clear, at no cost to STATE. STATE shall then dispose of such personal property as it sees fit, at its sole discretion.

26. MUTUAL CONSENT - Notwithstanding any provision contained herein to the contrary, this Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

27. DEFAULT - Notwithstanding any other provisions contained herein, any violation of the terms or conditions of this Lease or of the STATE's rules and regulations, that continue for a period of thirty (30) days after written notice by STATE to LESSEE, shall constitute a material default and be grounds for immediate cancellation of the Lease and removal of the LESSEE. Further, should LESSEE create or allow to be created a nuisance on the Premises, STATE may declare an immediate event of default and enter upon and take possession of the Premises without notice to LESSEE. LESSEE shall immediately vacate the Premises.

In the event of any material default or breach by LESSEE, STATE may at any time thereafter, without limiting its rights in law or equity, terminate LESSEE's right to possession of the Premises and LESSEE shall immediately vacate and surrender possession of the Premises. In such event, STATE shall be entitled to recover from LESSEE all damages incurred by STATE by reason of LESSEE's default.

28. NOTICES - All notices provided herein to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid and addressed to such party at its address follows:

LESSEE: Plumas Ski Club
Post Office Box 4003
Quincy, California 95971

STATE: Department of Parks and Recreation
Sierra District
Post Office Box 266
Tahoma, California 96142-0266

The address to which notices may be mailed to either party may be changed by written notice given by one party to the other, as provided herein but nothing contained herein shall preclude the giving of any such notice by personal service.

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is responsible for maintenance, construction, restoration, or renovation under this Lease, LESSEE also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws. STATE shall be responsible for obtaining any plan approvals from other State agencies should such approvals be deemed to be necessary in connection with compliance with this provision.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the Executed Date written below.

LESSEE:

PLUMAS SKI CLUB,
a non-profit corporation

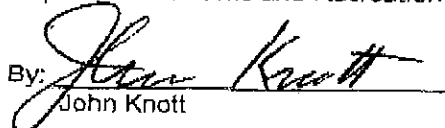
By: 
James P. Webster

Title: President

Date: 1.29.03

LESSOR:

STATE OF CALIFORNIA
Department of Parks and Recreation

By: 
John Knott

Title: District Superintendent

Date: 2/03/03



DEPARTMENT OF PARKS AND RECREATION

Sierra Gold Sector
10556 E. Empire Street
Grass Valley, CA 95945

Ruth Coleman, Director

December 30, 2005

Ron Logan, President
Plumas Ski Club
P.O.Box 4003
Quincy, CA 95971

Re: Plumas-Ski Club Lease Agreement Holdover

Dear Mr. Logan:

Since the present Lease Agreement between the Plumas Ski Club and the California Department of Parks and Recreation for the maintenance and operation of the Plumas-Eureka Ski Bowl expires on December 31, 2005 and since both parties wish to continue this mutually beneficial relationship, State Parks agrees to invoke the HOLDOVER clause articulated in Section 6 of the existing Lease Agreement. This clause states that the tenancy shall continue on a month-to-month basis, otherwise subject to all the terms and conditions of the Lease.

Section 11 of the Lease Agreement states that the Lessee shall furnish to the State a certificate of Commercial General Liability Insurance of at least \$1,000,000 per occurrence and at least \$50,000 for Fire Legal Liability, naming the State of California (Department of Parks and Recreation), its officers, agents and employees as additional insureds. Please send proof of current and all subsequent and ongoing coverage to the Sierra District Office, P.O.Box 266, Tahoma CA 96142-0266, with a copy to the Sierra Gold Sector Office.

The holdover of the existing Lease Agreement should provide to State Parks and the Plumas Ski Club, the opportunity to continue limited operations and public access to the Plumas-Eureka Ski Bowl and protect the interests of both parties while moving forward with the proposal to upgrade facilities at that location. If and when the upgrades are able to be accomplished, we presume that the Lease Agreement will ultimately convert or be renegotiated into a new Operating Agreement or Concession Agreement with a successor entity.

We are grateful for the long-standing positive relationship that State Parks has enjoyed with the Plumas Ski Club, and we look forward to continuing to work with your organization to advance the needs and mission of both parties to serve the public.

Sincerely,

Ron Munson
Sector Superintendent

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
CONCESSION CONTRACT
PLUMAS-EUREKA STATE PARK
SKI FACILITIES

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STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

(16)

CONCESSION CONTRACT

PLUMAS-EUREKA STATE PARK

LOCATED IN

PLUMAS COUNTY, CALIFORNIA

THIS CONTRACT, made and entered into on _____, by and between the STATE OF CALIFORNIA, acting through its Department of Parks and Recreation, hereinafter referred to as "State" and PLUMAS SKI CLUB, INC. of Quincy, California, hereinafter referred to as "Concessionaire";

WITNESSETH THAT

WHEREAS, a family snow activities area such as now exists at Plumas-Eureka State Park is considered to be in the best interest, safety, and convenience of the general public in the use and enjoyment of the State Park System; and

WHEREAS, it is the desire of State to continue family snow activities in this area and particularly so since this is one of the areas where skiing began in North America; and

WHEREAS, it is the desire of the parties to continue these ski activities as a family recreation ski facility rather than a commercially sophisticated ski operation.

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

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1. GRANT AND DESCRIPTION OF PREMISES: The State, pursuant to the authority of and in accordance with Section 5080.03 et seq. of the Public Resources Code of the State of California, and for and in consideration of the agreements hereinafter stated, grants to Concessionaire the non-exclusive right and privilege to provide facilities, operate and maintain ski tows, ski runs and associated facilities for public use in Plumas-Eureka State Park on the following described lands at the location(s) set forth in Exhibit "I" attached and hereby made a part of this contract.

The possessory interest herein given to the Concessionaire does not exclude the general public from the premises; however, the use by the general public is limited by the terms and conditions of the possessory interest given herein. This contract is not intended to confer third party beneficiary status to any member of the public who is benefited by the terms of this contract.

This grant is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title which may affect said property, and the use of the word "grant" herein shall not be construed as a covenant against the existence of any thereof.

2. TERM: The term of this contract shall be for a period of one (1) year, and shall commence on December 1, 1994 and end on November 30, 1995, both dates inclusive. Should Concessionaire hold over after the expiration of the term of this contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent, subject otherwise to all the terms and conditions of this contract. At the expiration or termination of this contract, as herein provided, the Concessionaire shall, within thirty (30) days thereafter, remove from said premises or otherwise dispose of in a manner satisfactory to State all personal property belonging to Concessionaire located on said premises. Should Concessionaire fail to remove or dispose of said personal property as herein provided, State may, at its election, consider such property abandoned and may dispose of same at Concessionaire's expense. Also, at the expiration or termination of this contract, the Concessionaire shall quit and surrender the said premises, including real property

1 improvements, in a good state of repair, damage by matters over which Concessionaire has no control
2 excepted, provided that such exculpatory provision shall not extend to any risk which Concessionaire is
3 required to insure against as herein provided.
4

5 3. RENTAL: Concessionaire shall pay, without demand, the monthly rental sum of ONE
6 HUNDRED AND NO/100 DOLLARS (\$100.00).
7

8 Beginning with the 15th day of the month following the opening of the concession for
9 business, and on or before the 15th day of each month thereafter, Concessionaire shall furnish the State a
10 verified statement of gross receipts of the concession for the preceding month in format provided by the
11 State. With such statements, Concessionaire shall make payment for the preceding month's rental.
12 Payments to the State shall be made to the order of the Department of Parks and Recreation and made at
13 the office of Plumas-Eureka State Park, 310 Johnsville Road, Blairsden, CA 96103 or at such other
14 location as may from time to time be designated by State.
15

16 In the event a rental payment is not made on or before the due date herein provided,
17 Concessionaire shall pay to State a late charge on said unpaid rental at the rate of ten percent (10%) per
18 month from and after the due date thereof until the date of payment. Should there be unusual or
19 extenuating circumstances for not paying said rental on or before the due date herein provided, upon
20 written request, the State at its discretion may waive the late charge on the unpaid rental.
21

22 Concessionaire shall keep true and accurate books and records showing all of its business
23 transactions in separate records of account for the concession in a manner acceptable to State and the
24 State shall have the right through its representative and at all reasonable times, to examine such books
25 and records including all tax return records; and Concessionaire hereby agrees that all such records and
26 instruments are available to the State.
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1 Concessionaire will submit to the State, no later than forty-five (45) days after the close of
2 the business year, a verified profit and loss statement. Such statement shall be submitted on Form DPR
3 86 "Concessionaire Financial Statement" or in a format previously approved by the State, which shall
4 contain an appropriate certification that all gross receipts during the yearly accounting period covered
5 shall have been duly and properly reported to the State. For auditing purposes, the State will evaluate
6 performance of the contract in concert with the terms and conditions of the contract. Upon expiration or
7 in the event this contract is terminated, a profit and loss statement for the period of operation, prepared in
8 the manner stated above, shall be submitted by the Concessionaire to the State within forty-five (45) days
9 after the contract is terminated.

10
11 State further reserves the right to examine all such books and records at any time during the
12 three (3) year period following the termination of this contract.

13
14 Concessionaire agrees that as part of its record-keeping activity, it shall at its own cost and
15 expense install and maintain such cash register equipment as may be deemed necessary by State.

16
17 The term "gross receipts", wherever used in this contract, is intended to and shall mean all monies,
18 property, or any other thing of value received by Concessionaire and any subconcessionaire or operator, if other
19 than Concessionaire, through the operation of said concession or from any other business carried on or upon said
20 premises, or any portion thereof, or from any other use of said premises or any portion thereof by Concessionaire,
21 without any deduction or deductions; it being understood, however, that the term "gross receipts" shall not include
22 any sales taxes imposed by any governmental entity and collected by Concessionaire.

23
24 In the event Concessionaire is prevented from carrying on the operations contemplated
25 herein by reason of an Act of God, or other reason beyond his/her control, and when requested in writing
26 by Concessionaire, and when such is so determined by State, then the rentals prescribed herein shall be
27 abated for such period of non operation.

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1 4. USE OF PREMISES: The subject premises shall be used by the Concessionaire for
2 operation and maintenance of the ski facilities and family snow activities when snow conditions allow
3 for the accommodation of the general public, and for no other purpose. This operation will provide the
4 opportunity to include school "Ski Programs". These programs will provide ski instructions to school
5 students from all schools desiring to participate. There will be no charge for instruction, and only a
6 minimal charge for use of facilities. Concessionaire will groom slopes as necessary.

7
8 The Concessionaire shall take all necessary measures to assure the safety of the general
9 public and other persons using the Concessionaire's facilities, and all facilities shall conform to the safety
10 orders, regulations, inspections, and procedures of the Division of Industrial Safety, State of California.
11 The Concessionaire and the State shall jointly prepare and maintain annually, before the start of ski
12 season, a Ski Area Public Snow Safety Plan (Exhibit II), which shall specify action for hazards normally
13 recognized at ski areas. Such plan shall be revised as often as circumstances may require. The plan shall
14 be assembled in distinct parts as needed to clearly delineate Concessionaire and State responsibility for
15 accomplishing the required measures. It shall include, but not be limited to, the following:

- 16
17 (a) All phases of uphill transportation,
18 (b) Structural safety,
19 (c) Ski patrol and first aid requirements,
20 (d) Avalanche control,
21 (e) Ski slope hazards.

22
23 Tobogganing and other snowplay activities shall not be intermingled with skiing activities.

24
25 Sanitary facilities shall be available at all times during the operation of the winter sports
26 area. They shall be constructed and maintained according to the State sanitary laws, rules, and
27 regulations, and meet the approval of the Plumas County Sanitarian.

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Concessionaire shall not use or permit the subject premises to be used in whole or in part during the term of this contract for any purpose, other than as herein set forth, without the prior written consent of the State first had and obtained. Concessionaire expressly agrees at all times during the term of this contract, at its own cost, to maintain and operate the subject premises in a clean and sanitary condition, and in compliance with any and all present and future laws, general rules or regulations of any governmental authority now or at any time during the term of this contract in force relating to sanitation or public health, safety, or welfare; and Concessionaire shall at all times faithfully obey and comply with all laws, rules and regulations applicable thereto adopted by Federal, State, or other governmental bodies or departments or officers thereof.

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The effects of avalanches, high winds, rising waters, and falling limbs and trees are natural phenomena in the forest and, while they cannot be foreseen, present a risk which Concessionaire must assume. The Concessionaire has the responsibility of inspecting his/her site and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions, and to secure permission from the State to remove such hazards.

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All advertising matter to be published or circulated by or on behalf of Concessionaire shall be submitted to and approved by State prior to publication or circulation.

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5. QUALITY OF SERVICE AND CONTROL OF RATES AND CHARGES: Service to the public, with goods and merchandise of the best quality and at reasonable charges, is of prime concern to the State and is considered a part of the consideration for this contract. Therefore, Concessionaire agrees to operate and manage the services and facilities offered in a first-class manner, and comparable to the other first-class concessions providing similar facilities and services, during the entire term of this contract. Where such facilities are provided, Concessionaire shall and will furnish and dispense foods and beverages (nonalcoholic) of the best quality and shall and will maintain a high standard of service at least equal to that of other establishments in State Parks and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination.

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The State shall have access to and the right to inspect the schedule of prices and rates for goods sold or services rendered or performed upon the subject premises, and menus, lists, portion schedules, and schedules of prices in the restaurant or other food-serving activities of Concessionaire; and in the event that after Concessionaire has been advised and given a reasonable opportunity to confer with the State and justify the prices or portions mentioned above, if the State shall determine any price or prices to be unreasonable or inappropriate for the services rendered, the item sold, or any portion or portions to be inadequate, the same shall be modified as directed by the State. Concessionaire shall post rates and prices for all goods and services in such places as may be designated by State.

State reserves the right to prohibit the sales or rental of any item which it deems objectionable, beyond the scope of merchandise deemed necessary for proper service to the public, or inferior quality.

All foods and beverages shall be sold in disposable containers of paper or other biodegradable materials. Concessionaire and State shall from time to time review items sold and containers or utensils used or dispensed by Concessionaire and, whenever possible, eliminate the use of nonreturnable containers, plastic, etc. State reserves the right to prohibit the sale or use of nonrecyclable containers or plastics. No styrofoam cups or other nonbiodegradable cups are to be used or sold by Concessionaire.

All pest control activities, chemical and non-chemical, shall be approved by the Department prior to action by the Concessionaire. The Concessionaire, or the pest control business acting on behalf of the Concessionaire, must submit a Pest Management Recommendation and Control Report Form DPR 191 (or equivalent) to the District Superintendent for approval. The State has fourteen (14) days to approve or deny the request.

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1 The Concessionaire, or the pest control business acting on behalf of the Concessionaire, must
2 submit a report of completed work for each pest management action to the District Superintendent no
3 later than seven (7) days after performance of the work. The report may be submitted on a Form DPR
4 191 (or equivalent information).

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6 A competent person shall be on the premises at all times while the concession is in
7 operation. If the on-site manager is other than the Concessionaire, State reserves the right to approve
8 such manager.

9
10 6. PERFORMANCE BOND: Concessionaire, at Concessionaire's own cost and expense shall
11 furnish the State a Continuing Performance Bond. The Concessionaire agrees to obtain and deliver to
12 State within thirty (30) days after the final awarding of this contract and prior to entering the premises, a
13 valid surety bond issued by a corporate surety licensed to transact surety business in the State of
14 California and in a form satisfactory to State, in the sum of ONE HUNDRED AND NO/100 DOLLARS
15 (\$100.00) payable to the State and conditioned upon full and satisfactory performance of the obligations
16 of Concessionaire set forth in this contract including required construction and operation. Said bond
17 shall be kept in full force and effect by the Concessionaire during the entire term of this contract to
18 insure faithful performance by Concessionaire of all the covenants, terms, and conditions of this contract
19 inclusive of, but not restricted to, the payment of all rentals, fees, and charges. In lieu of a bond, the
20 Concessionaire may substitute a deposit of funds acceptable to State. Interest on the deposit shall accrue
21 to the Concessionaire.

22
23 7. HOLD HARMLESS AGREEMENT: Concessionaire hereby waives all claims and recourse
24 against the State including the right to contribution for loss or damage to persons or property arising
25 from, growing out of, or in any way connected with or incident to this agreement except claims arising
26 from the concurrent or sole negligence of State, its officers, agents, or employees.

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1 Concessionaire shall indemnify, hold harmless, and defend State, its officers, agents, and
2 employees against any and all claims, demands, damages, costs, expenses, or liability costs arising out of
3 the development, construction, operation, or maintenance of the property described herein except for
4 liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
5

6 In the event judgment is entered against State and Concessionaire because of concurrent
7 negligence of State and Concessionaire, their officers, agents, or employees, an apportionment of
8 liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall
9 request a jury apportionment.
10

11 In the event State is named as codefendant, the Concessionaire shall notify State of such fact
12 and shall represent State in such legal action unless State undertakes to represent itself as codefendant in
13 such legal action, in which event State shall bear its own litigation costs, expenses, and attorney's fees.
14

15 8. LIABILITY INSURANCE: Concessionaire shall provide before entering the premises and
16 shall maintain in force during the term of this contract public liability insurance in the sum of THREE
17 HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for injury to or death of any one
18 person; and FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for injury to or
19 death of more than one person; and property damage and products liability insurance in the sum of ONE
20 HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). This policy or policies of liability
21 insurance shall contain the following special endorsement:
22

23 (a) State of California, its officers, employees, and servants are included as
24 additional insured but only insofar as operations under this contract are concerned;

25 (b) The insurer will not cancel or reduce the insured's coverage without thirty (30)
26 days prior written notice to State.
27

1 No cancellation provision in any insurance policy shall be construed in derogation of the
2 continuous duty of Concessionaire to furnish insurance during the term of this contract. Said policy or
3 policies shall be underwritten to the satisfaction of the State. A signed and complete certificate of
4 insurance, with all endorsements required by this paragraph, shall be submitted to State concurrently
5 with the execution of this contract. At least thirty (30) days prior to the expiration of any such policy, a
6 signed and complete certificate of insurance, with all endorsement required by this paragraph, showing
7 that such insurance coverage has been renewed or extended, shall be filed with State.
8

9 Upon request, insurer shall furnish State a certified copy of the policy within fifteen (15)
10 days.
11

12 9. FIRE INSURANCE: Concessionaire shall provide before entering the premises and shall
13 maintain in force during the term of this contract, fire insurance with extended coverage endorsements
14 thereon, on concession building(s) and all improvements, whether furnished by State or constructed upon
15 the subject premises by Concessionaire, in an amount equal to ninety percent (90%) of the full
16 replacement cost and/or value thereof; said policy to contain a replacement cost endorsement naming the
17 Concessionaire as the insured; provided however, that if there is a lender on the security of the
18 improvements so insured, the proceeds of any such policy or policies may be made payable to such
19 lender. In either case, whether proceeds are paid to Concessionaire or to lender, the policy shall contain
20 the following special endorsement:
21

22 (a) The insurer will not cancel or reduce the insured's coverage without thirty (30)
23 days prior written notice to State.
24

25 A complete and signed certificate of insurance with all endorsements required by this
26 paragraph shall be filed with the State prior to the commencement of operation of such improvements.
27 At least thirty (30) days prior to the expiration of any such policy, a signed and complete certificate of

1 insurance with all endorsements required by this paragraph, showing that such insurance coverage has
2 been renewed, shall be filed with the State.

3
4 Upon request, insurer shall furnish State a certified copy of the policy within fifteen (15)
5 days.

6
7 In the event of destruction, loss, or damages by fire or other cause of any of the State-owned
8 buildings, improvements, or fixtures used in connection with said concession, which in the opinion of
9 State (notification of which opinion shall be given Concessionaire in writing within fifteen (15) days
10 after such occurrence), cannot be repaired within one-hundred-eighty (180) days, either party may
11 terminate this contract by notice in writing to the other party given within fifteen (15) days after such
12 notification. In the event of such termination, State shall be entitled to any fire insurance proceeds. In
13 the event of such destruction, loss, or damage and the contract is not terminated under this paragraph,
14 any buildings, improvements, or fixtures constructed by State or Concessionaire (with insurance
15 proceeds or otherwise) and at State's discretion, in replacement of such damaged or destroyed property,
16 shall be subject to the terms and provisions of this contract.

17
18 10. TAXES: This concession agreement may create a possessory interest in public property
19 which is subject to property taxation. In the even that such possessory interest is created, Concessionaire
20 agrees to be subject to the payment of and to pay property taxes levied on such interest. Concessionaire
21 agrees to pay the above and all other lawful taxes, assessments, or charges which at any time may be
22 levied by the State, County, City, or any tax or assessment levying body upon any interest in this contract
23 or any possessory right which Concessionaire may have in or to the premises covered hereby or the
24 improvements thereon by reason of its use or occupancy thereof or otherwise, as well as all taxes,
25 assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned
26 by it in or about said premises.

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1 Concessionaire shall comply with all laws, regulations, and ordinances regarding the collection
2 of taxes due a local government agency, and otherwise administer the same.

3
4 11. MODIFICATIONS OF IMPROVEMENTS: Concessionaire shall, without cost to State,
5 provide facilities in good and usable order upon the areas specified herein and as delineated in Exhibit "I".
6 Said Concession shall maintain all service facilities and equipment complete and ready for use for the
7 purposes set forth in paragraph 4 above.

8
9 In the event that modifications or additions to concession improvements are desired, the
10 approval in writing of the State shall first be had and obtained prior to such modifications or additions. The
11 plan approval procedure prescribed in Exhibit "III" attached hereto and hereby made a part of this contract
12 shall be used for such modification.

13
14 Development plans, layout plans, construction, reconstruction or alteration of improvements; or
15 revision of layout or construction plans for this area must be approved in advance and in writing by the
16 State. Trees or shrubbery on the permitted area may not be removed or destroyed except with express
17 written approval of the State. Pruning of trees and shrubs will only be allowed with permission of the
18 State.

19
20 Trees, shrubs, and other plants may be planted in such manner and in such places about the
21 premises as may be approved by the Department of Parks and Recreation. Only native plant material to be
22 used.

23
24 In addition:

25
26 (a) Concessionaire will not remove or modify any vegetation without prior written
27 approval of the State.

1 (b) Vegetation, within the developed ski run area, may be maintained at a height of not
2 less than six (6) inches, by methods acceptable to the State. Acceptable methods include: (1)
3 hand cutting; (2) mowing with brush mowers, except on steep slopes where hand cutting may
4 be required; and (3) crushing with suitable equipment.

5
6 (c) The use of herbicides for any purpose will be prohibited.

7
8 (d) Brush cuttings may be lopped and scattered on the ski slope areas; or they may be
9 disposed of by removal for burning at selected areas. Burn areas shall be approved in advance
10 by the State, and a burning permit will be obtained from the U.S. Forest Service.

11
12 (e) The removal of trees, major limbs, or brush considered by the Concessionaire to be
13 hazardous to the public must have the advance approval of the State, and more specifically the
14 written approval of the State.

15
16 (f) The State may direct that plantings for erosion control purposes be made by the
17 Concessionaire. Plant materials to be used shall be designated by the State.

18
19 (g) Grass plantings in ski run-out areas may be maintained free of any brush or
20 seedlings.

21
22 Additional facilities needed will be formally applied for by Concessionaire and approval by the
23 State will be given as written amendment to this contract.

24
25 12. TITLE TO IMPROVEMENTS: Concessionaire hereby acknowledges the title of State in and to premises
26 described in this contract and hereby covenants and agrees never to assail, contest, or resist said title. Property
27 improvements existing or hereinafter erected thereon by Concessionaire shall remain in Concessionaire.

1 13. PERSONAL PROPERTY: Title to all personal property provided by Concessionaire and
2 additions and betterments thereto made by Concessionaire shall remain in Concessionaire.

3
4 14. MAINTENANCE OF IMPROVEMENTS: Concessionaire agrees to maintain any and all
5 concession facilities and equipment on the subject premises in good order and repair at his/her own cost
6 and expense during the entire term of this contract. The State shall not be obligated to make any repairs to
7 or maintain any improvements on the subject premises. Concessionaire hereby expressly waives the right
8 to make repairs at the expense of the State and the benefits of the provisions of Sections 1941 and 1942 of
9 the Civil Code of the State of California relating thereto if any there be.

10
11 Concessionaire expressly agrees at all times during the term of this contract, at its own cost and
12 expense, to maintain and operate such premises and areas adjacent to a distance of not less than fifty (50)
13 feet in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind
14 and in compliance with any and all present and future laws, general rules, or regulations of any
15 governmental authority now or at any time during the term of this contract in force relating to sanitation or
16 public health, safety, or welfare; and Concessionaire shall at all times
17 faithfully obey and comply with all laws, rules, and regulations applicable thereto, adopted by Federal,
18 State, or other governmental bodies or departments or officers thereof. This contract is expressly subject to
19 regulations and policies of the State Park and Recreation Commission and the Director of Parks and
20 Recreation. Concessionaire shall remedy without delay any defective, dangerous or unsanitary conditions.

21
22 15. UTILITIES AND SERVICES: Concessionaire shall be responsible for the installation and
23 provision of all utilities necessary to and used in connection with the concession facilities. When installing
24 facilities, no trees shall be trimmed or cut without permission of the District Superintendent.
25 Concessionaire shall be responsible for the payment of all utility charges, including furnishing all necessary
26 refuse and garbage containers and removal and disposal of all rubbish, refuse, and garbage resulting from
27 concession operations. All such rubbish, refuse, and garbage removed shall be disposed of outside of the

1 park unit and in accordance with applicable laws and local ordinances. All trash containers and/or trash
2 bins shall be adequately screened to the satisfaction of the District Superintendent. For the purpose of this
3 paragraph, sewage disposal shall be construed as a utility.

4
5 16. EQUIPMENT: Concessionaire, at its own expense, shall completely equip the concession
6 improvements described herein, and shall keep the same equipped in a first-class manner throughout the
7 term of this contract.

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9 17. SIGNS, ADVERTISING, AND APPROVAL OF NAME: No signs, names, placards or
10 advertising matter shall be inscribed, painted, or affixed upon said premises, circulated, or published
11 without written consent of the State first had and obtained.

12
13 18. INSPECTION OF PREMISES: The State hereby reserves the right to enter upon the premises
14 occupied by Concessionaire at any reasonable time to inspect the same.

15
16 19. BREACH OF CONTRACT: This contract is made upon the condition that if the rents or other
17 sums which Concessionaire herein agrees to pay or any part thereof shall be unpaid on the date on which
18 the same shall become due, or if breach be made in any of the terms, agreements, conditions, or covenants
19 herein contained on the part of the Concessionaire, or should Concessionaire become insolvent or bankrupt
20 either voluntarily or involuntarily, then, and in such event at the option of the State, this contract shall cease
21 and terminate, and the State may enter upon and take possession of the premises and Concessionaire shall
22 vacate the premises within thirty (30) days after notice that this contract is terminated and Concessionaire
23 agrees to pay all costs incurred by State in its taking possession of the premises.

24
25 Notwithstanding any of the above breach of contract provisions, should Concessionaire create
26 or allow to be created a nuisance on the premises described herein, State at its discretion may immediately
27 declare this contract and all rights therein terminated.

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1 such breach or a relinquishment or any right of acquiescence therein. No notice to the Concessionaire shall
2 be required to restore or revive time is of the essence after the waiver by the State of any breach. No
3 option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise
4 thereof in one or more instances. The right, powers, options, and remedies given to the State by this
5 contract shall be deemed cumulative.

6
7 23. MODIFICATION OF CONTRACT: Notwithstanding any of the provisions of this contract,
8 the parties may hereafter, by mutual consent, agree to modifications thereof, additions thereto, or
9 termination thereof, of one or more parts, in writing, which are not forbidden by law. The State shall have
10 the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of
11 any obligation of Concessionaire hereunder.

12
13 24. ASSIGNMENTS: No transfer, assignment, or corporate merger by the Concessionaire that
14 affects this contract or of any part thereof or interest therein, directly or indirectly, voluntarily or
15 involuntarily, shall be made unless such transfer, assignment, or corporate merger is first consented to in
16 writing by State. No portions of this concession shall be operated by others.

17
18 25. WAIVER OF CLAIMS: The Concessionaire hereby waives any claim against the State of
19 California, its officers, agents, or employees for damage or loss caused by any suit or proceeding directly or
20 indirectly attacking the validity of this contract, or any part thereof or by any judgment or award in any suit
21 or proceeding declaring this contract null, void, or voidable or delaying the same or any part thereof from
22 being carried out.

23
24 26. TERMS BINDING ON SUCCESSORS: All the terms, covenants, and conditions of this
25 contract shall inure to the benefit of and be binding upon the sub concessionaire and the successor and
26 assigns of the parties hereto. The provisions of this paragraph shall not be deemed as a waiver of any of the
27 conditions against assignment herein before set forth.

5

1 In the event this paragraph becomes operative, the selection by the Concessionaire of a
2 manager for the concession shall be subject to the consent of the State.

3
4 27. DURATION OF PUBLIC FACILITIES: By entering into this contract, State makes no
5 stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the
6 continuation of State ownership thereof, nor does the State make any guarantee regarding the tentative
7 projections in any prospectus furnished to the Concessionaire at any time.

8
9 28. CONFLICT OF INTEREST: Concessionaire warrants and covenants that no official or
10 employee of State nor any business entity in which an official or employee of State is interested: (1) has
11 been employed or retained to solicit or aid in the procuring of this contract; (2) will be employed in the
12 performance of this contract without the immediate divulgence of such fact to State. In the event State
13 determined that the employment of any such official, employee, or business entity is not compatible with
14 such official's or employee's duties as an official or employee of the State of California, Concessionaire,
15 upon request of State, shall terminate such employment immediately. For breaches or violations of this
16 paragraph, State shall have the right both to annul this contract without liability and, in its discretion,
17 recover the full amount of such compensation paid to such official, employee or business entity.

18
19 29. TIME OF ESSENCE: Time shall be of the essence in the performance of this contract.

20
21 30. EMINENT DOMAIN: If, during the term of this contract, any property described herein or
22 hereinafter added hereto, is taken in eminent domain, the entire award shall be paid to State.

23
24 31. PHOTOGRAPHY: State may grant permits to persons or corporations engaged in the
25 production of still and motion pictures and related activities, for the use of said premises for such purposes
26 when such permission shall not interfere with the primary business of Concessionaire.

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1 32. NONDISCRIMINATION: The Concessionaire and his/her employees shall not discriminate
2 because of race, religion, color, ancestry, sex, age, national origin, physical handicap, or sexual preference
3 against any person by refusing to furnish such person any accommodation, facility, service, or privilege
4 offered to or enjoyed by the general public. Nor shall the Concessionaire or Concessionaire's employees
5 publicize the accommodation, facilities, services, or privileges in any manner that would directly or
6 inferentially reflect upon or question the acceptability of the patronage of any person because of race,
7 religion, color, ancestry, sex, age, national origin, physical handicap or sexual preference.

8
9 In the performance of this contract, the Concessionaire will not discriminate against any
10 employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin,
11 physical handicap, or sexual preference. The Concessionaire will take affirmative action to ensure that
12 applicants are employed and that employees are treated during employment without regard to their race,
13 color, religion, ancestry, sex, age, national origin, physical handicap, or sexual preference. Such action
14 shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer;
15 recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;
16 and selection for training, including apprenticeship. The Concessionaire shall post in conspicuous places,
17 available to employees and applicants for employment, notices to be provided by the State setting forth the
18 provisions of Government Code Sections 12970 and 12974. Form 809, Equal Employment Opportunity
19 Poster, may be used.

20
21 The Concessionaire will permit access to records of employment, employment advertisement,
22 application forms, and other pertinent data and records by the State Fair Employment and Housing
23 Commission, or any other agency of the State of California designated by the awarding authority, for the
24 purpose of investigation to ascertain compliance with the State Fair Employment and Housing Section of
25 this contract.

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The State may determine a willful violation of the State Fair Employment and Housing Act to have occurred upon receipt of a final judgment having that effect from a court in an action to which Concessionaire was a party, or upon receipt of a written notice from the State Fair Employment and Housing Commission that it has investigated and determined that the Concessionaire has violated the State Fair Employment and Housing Act and has issued an order, under Government Code Section 12970, which has become final, or obtained an injunction under Government Code Section 12974. In the event of violation of this paragraph, the State will have the right to terminate this contract, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by the Concessionaire.

33. PARAGRAPH TITLES: The paragraph titles in this contract are inserted only as a matter of convenience and for reference, and in no way define, limits, or describe the scope or intent of this contract or in any way affect this contract.

34. CONTRACT IN COUNTERPARTS: This contract is executed in counterparts, each of which shall be deemed an original.

35. ALCOHOLIC BEVERAGES: Notwithstanding anything to the contrary, the sale of liquor, beer, wine, or other alcoholic beverages on the subject premises is expressly forbidden.

36. EMPLOYEE TRAINING: All concession employees are to receive an orientation on the State Park System, the park unit in which the concession is located, and local points of interest, which will be sufficient to permit such employees to reply adequately to inquiries from the visiting public. The employee orientation program is subject to the approval of the District Superintendent.

37. STATE'S DISTRICT SUPERINTENDENT: For purposes of this contract, the "District Superintendent" is the State representative in direct charge of Plumas Eureka State Park and other units of the State Park System as may be assigned. The District Superintendent is charged with the day-to-day

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1 administration of this contract and is the Concessionaire's initial contact with the State for information,
2 contract performance, and other problems as might arise.

3
4 38. AGREEMENT IN WRITING: This concession contract contains and embraces the entire
5 agreement between the parties hereto, and neither it nor any part of it may be changed, altered, modified,
6 limited, or extended orally or by any agreement between the parties unless such agreement be expressed in
7 writing, signed and acknowledged by the State and the Concessionaire, or their successors in interest.

8
9 IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day
10 and year first above written.

11
12 CONCESSIONAIRE:

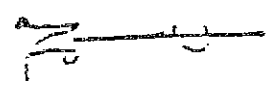
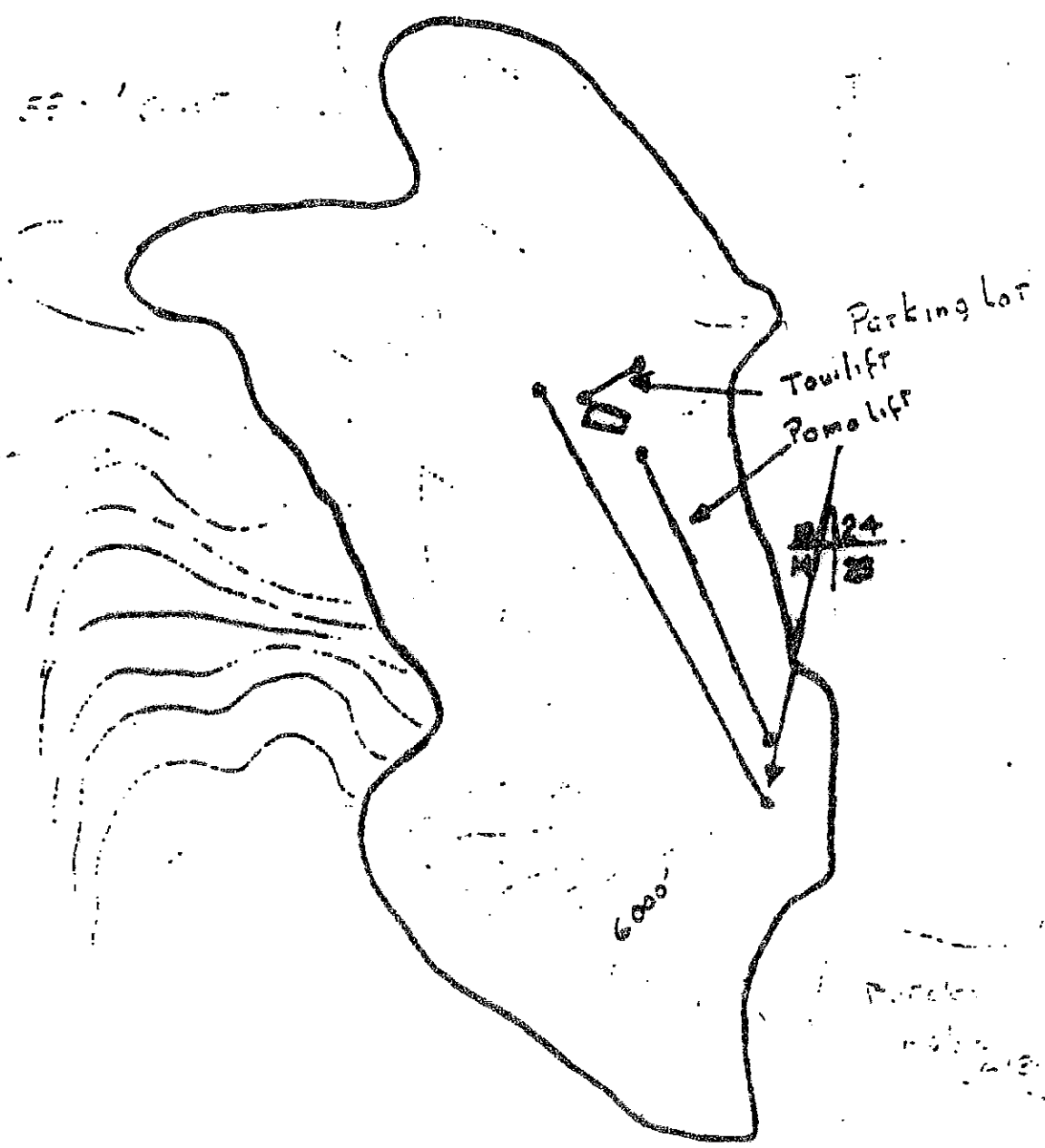
13 By: OT McClard
14 Title: President
15 Date: 2/2/95

16
17 STATE OF CALIFORNIA
18 DEPARTMENT OF PARKS & RECREATION

19
20
21 By: ROMacomber
22 Title: Dist Supt.
23 Date: 2/2/95

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PLUMAS SKI CLUB, INC.

Ski Area Public Snow Safety Plan

REFERENCE: Paragraph 4, Concession Contract, Plumas Ski Club, Inc., Dated February 1, 1990

1. All requirements and recommendations of the State of California, Division of Industrial Safety will be followed in all phases of operation of these facilities.
2. The Concessionaire shall provide an organized, trained, and adequately equipped ski patrol to serve according to the Ski Area Public Snow Safety Plan of this contract. Ski patrolman qualifications, training, and equipment will equal or exceed the standards of the National Ski Patrol System. Patrolman may be provided on a pay or volunteer basis, or both. Paid ski patrolmen, when on duty, will not perform routine operating duties.
3. A properly equipped first aid room with a minimum of one bed will be maintained in the ski hut.
4. All first aid caches and equipment will be maintained to proper standards. Fully equipped toboggans will be located in the following locations: (1) the First Aid Room, (2) at top of the rope tows, and (3) at top of the Poma lifts.
5. All lifts and tows will be equipped with safety devices as approved by the State.
6. All facilities will be checked for safety daily before permitting the public to use them.
7. Snow along tow and lift lines will be kept smooth and not permitted to become excessively rutted to bumpy.
8. Signs will be posted as follows:
 - a. Signs at the base of slopes will specify correct and safe methods of using lifts and tows. These signs will carry a warning against loose clothing, scarves, etc., that can become entangled in the rope or equipment.
 - b. Post "Get Off" point at top of lifts and tows.
 - c. Post "Beginners Ski Area".
 - d. Post an additional sign requesting skiers to fill their sitzmarks.
9. The State will be notified immediately when serious accident occurs on equipment under permit.

Exhibit "II"

(89)

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

DEFINITIONS AND PROCEDURES FOR APPROVAL OF
SCHEMATICS, PRELIMINARY PLANS, AND WORKING DRAWINGS

A. General

1. All plans and exhibits shall be submitted with a transmittal letter signed and dated by the submitter and indicating the number of sheets and items being submitted and the purpose for which they are being submitted.
2. All plans and exhibits shall be submitted on 24" x 36" standard sheets with a title block indicating the following:
 - a. Name of Project
 - b. Location of Project
 - c. Name and address of consultant or submitter
 - d. Date of submittal
 - e. Number of sheets
 - f. A space 4" x 6" directly above the title block for approvals
 - g. The word "Schematics" or "Preliminaries" or "Working Drawings" directly above the title block on each sheet.

B. Schematic Design Phase

1. Definition: Schematics shall consist of:
 - a. A program statement indicating the major spaces and their proposed uses and individual or special features or support needed. A discussion of the style, features, materials or other items that will describe the structure or facility.
 - b. A site plan, with diagrammatic indications showing relationships of Project Components. These components shall include (but are not limited to) location, parking, roads, topography, utilities, and other major features.
 - c. Floor plans of all of the principal areas labeling the major spaces and functions at 1/4" scale.
 - d. Two elevations showing major materials and features 1/4" scale.
 - e. Statement of Probable Projection Construction Cost.

C. Design Development Phase

1. Definition: Preliminaries shall consist of:
 - a. Outline specifications of all 16 of the C.S.I. sections (if necessary) indicating materials, equipment, and special features or items.
 - b. A floor plan drawn at 1/4" scale with dimensions and notes that clearly show the scope of the work and individual materials.
 - c. A section through the building showing the structural systems and the individual use of materials and finishes. Note: More than one section is required if the building or facility is complex enough to warrant additional information.
 - d. Two elevations drawn at 1/4" scale of the exterior of the building or buildings indicating materials, heights, and other related information.
 - e. A site plan showing location, orientation, utilities, parking, roads, and other related information. Note: If only interior work is to be accomplished, then a project location map can be submitted for a site plan requirements.
 - f. A further Statement of Probable Construction Cost.

D. Working Drawings

1. Definition: Working Drawings shall consist of:
 - a. Specifications for the work to be accomplished. Specifications shall follow an organized format (Such as C.S.I.) and shall be a complete description of materials, methods of installation, standards of craftsmanship, and finishes required in the completed project.
 - b. Plans, site plans, elevations, sections, details, schedules, and other common and necessary items for the construction of the proposed project. Plans and elevations shall be drawn at a minimum scale of 1/4"=1'0". Sections shall be drawn at a minimum scale of 1/2"=1'0". Details shall be drawn at a minimum scale of 1-1/2"=1'0". Mechanical, electrical, plumbing, finish, door, and other schedules shall be complete and include all information necessary for construction.
 - c. Working drawings shall reflect the content and scope of the approved preliminary drawings. Changes in the preliminary drawings that affect the materials, scope, scale, size, or intent of the project or portions of the project shall require resubmittal of preliminary plans for approval.
 - d. Drawings shall be signed by a licensed architect, and other consultants as needed. It is the responsibility of the submitter to obtain such permits as: Coastal permits, Handicap Accessibility, Fire Marshal, State Police, and others as necessary prior to proceeding with construction.

Exhibit "III"

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E. Submittal Procedure (all phases)

1. Submit five (5) copies of the plans, specifications, and other materials required in the prospectus to:

State of California
Department of Parks and Recreation
Environmental Design Division
Architecture Section
Attention: (Project Manager)

2. The State will retain four (4) copies and return one (1) set marked in the following manner:
 - a. "Approved" - The plans are approved as submitted.
 - b. "Revise and Resubmit" - The plans will be approved when the changes noted are made and resubmitted to the Project Manager. The approval date does not start until they have been resubmitted and approved.
 - c. Submittals that are incomplete will be returned to the submitter marked "Incomplete" without approval.
 - d. The review period for the State shall begin upon the receipt of "Complete" project documents.
3. Written approval of each phase is required before proceeding to the next phase.