

REQUEST FOR PROPOSAL (RFP) HERBICIDE APPLICATION PROJECT

RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY (RCDTC)

RFP Release Date: August 31, 2026

Proposals Due: September 30, 2026

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REQUEST FOR PROPOSAL (RFP)

For Contracted Services to

RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY (RCDTC)

TO ACCOMPLISH HERBICIDE APPLICATION FOR FUELS REDUCTION

CONTACT FOR INFORMATION ABOUT THE PROJECT	Seronica Biggs - District Forester Email: sbiggs@tehamacountyrcd.org Phone: 530.727.9983
RFP RELEASE DATE	August 31, 2026
PRE-BID MEETING & PROJECT TOUR	<u>A bid tour will occur on September 10th @ 10:00 a.m.</u> Maps of treatment areas and meeting location are included in this bid packet as attachment A.
Required Licenses	Qualified Applicators License (QAL) & Pest Control Business License (PCB)
Desired Experience	Past projects demonstrating large-scale herbicide application experience
CONTRACTOR SELECTION	Selection will be based on criteria set forth in this proposal.

PROJECT COMMENCEMENT DATE	Work can begin after the contract has been executed and a notice to proceed has been issued, on a date agreed upon by RCDTC and the contractor. Some aspects of this contract are season-dependent, such as use of heavy equipment in inclement weather or on excessively wet soils, during Red Flag days, or during Limited Operating Periods (LOP).
PROJECT COMPLETION DATE	All Tasks must be completed by March 31, 2030. All invoices are to be submitted no later than April 10, 2030.

REQUEST FOR PROPOSAL (RFP)

The Resource Conservation District of Tehama County (RCDTC) is seeking qualified firm(s) and/or individual(s) to perform the work described in this Scope of Work. RCDTC will serve as the Project Sponsor and Contract Administrator. Collins Pine may provide technical and project management support, but all contractor direction, contract modifications, work acceptance, and payment authorization shall be the responsibility of RCDTC.

SECTION ONE: ACTIVITIES AND TIMELINES

Activity	Date
Release of RFP	August 31, 2026
Project Tour	September 10, 2026
Deadline for Proposal Submission	September 30, 2026 at 4:00 p.m.
Public Opening of Sealed Bids and Reading of Bid Prices	Promptly Following Deadline
Selection Committee evaluates and ranks proposals	October 1- October 6, 2026
Notice of contract award	Upon Approval by Board
Contract executed	October 15, 2026 Tentatively
Project Start Date	field operations are anticipated to begin in March 2027.

SECTION TWO: PROJECT BACKGROUND AND OVERVIEW

In 2023, the Resource Conservation District of Tehama County (RCDTC) received funding from CAL FIRE Forest Health program. The contract and funding agreements have been executed. The overall project must be completed no later than March 31, 2030

PROJECT DESCRIPTION:

This project involves vegetation management on privately owned timberland at Battle Creek Meadows Ranch, located near Mineral in Tehama County. The objective is to treat competing vegetation through herbicide application on approximately **151 acres**. The project area was masticated during the summer of 2025, resulting in regenerating brush, residual biomass, and a large seedbank from adjacent lands. Herbicide treatment will be implemented to control vegetation and maintain site conditions following mastication.

SECTION THREE: SCOPE OF WORK

It is the intent of these specifications, terms, and conditions to describe the services sought by the Resource Conservation District of Tehama County. The RCDTC intends to award a single contract to the bidder that best meets RCDTC's requirements for the project located on Battle Creek Meadows Ranch. Proposals will be evaluated for "best value" not necessarily "lowest price". RCDTC has identified this task to be addressed in response to this RFP:

TASK 1 HERBICIDE APPLICATION – Herbicide application will be conducted following mastication to control regenerating and competing vegetation and maintain desired site conditions.

- All herbicide applications shall be conducted in accordance with written recommendations provided by a licensed Agricultural Pest Control Advisor (PCA).
- The Contractor shall employ or retain at least one individual holding a valid Qualified Applicator License (QAL) who is responsible for oversight of all herbicide use and regulatory compliance.
- The Contractor shall be responsible for furnishing all herbicides, adjuvants (including methylated seed oil), indicator dye, and application equipment necessary to complete the work.
- All herbicides used must be registered with the U.S. Environmental Protection Agency (EPA) and California Department of Pesticide Regulation (DPR) and applied in strict accordance with label requirements.
- Application methods shall be manual only, including backpack sprayers and hand-held spray equipment. Mechanized or broadcast spraying is prohibited.
- Treatments shall focus on controlling resprouting woody species, invasive plants, and undesirable vegetation resulting from mastication and existing seedbanks.
- All applications shall occur outside of protected areas, including watercourses and other environmentally sensitive sites. Protection of beneficial uses of water, riparian functions, and associated species shall be maintained within designated protection zones.
- Contractors shall implement drift control measures, including monitoring weather conditions, to prevent off-target impacts. Applications shall not occur during unsuitable weather conditions (e.g., high winds or forecasted precipitation).
- Contractors shall submit all required CalAg pesticide use reports to the Tehama County Agricultural Commissioner's Office following completion of herbicide applications, in accordance with County reporting requirements.
- The Contractor shall maintain daily application records documenting treatment location, herbicides used, application rates, weather conditions, and applicator information. Records shall be made available to the District upon request.
- The Contractor shall ensure all personnel involved in herbicide handling, mixing, and application utilize appropriate Personal Protective Equipment (PPE) at all times, in accordance with herbicide label requirements and California DPR regulations.

OTHER REQUIREMENTS -

Watercourse Protection

- Watercourses have been classified into one of the following categories or “classes”:
 - Class I: Domestic Supplies, including springs, onsite and/ or within 100 feet downstream of the operations area and/ or Fish always or seasonally present onsite, including habitat to sustain fish migration and spawning.
 - Class II: Fish always or seasonally present offsite within 1,000 feet downstream and/ or aquatic habitat from non-fish aquatic species.
 - Class III: No aquatic life present, watercourse showing evidence of being capable of sediment transport to class I and II waters under normal high-water flow conditions
- Watercourses shall have the following protection measures by classification:

Water Class	Class I	Class II	Class III
Slope Class (%)	Width in Feet		
<30	75	50	25
30-50	100	75	50
>50	150	100	75

- Watercourse Designation:
 - Class I: Shall be flagged in solid blue/blue and white candy-striped flagging at the edge of the WLPZ.
 - Class II: Shall be flagged in solid blue flagging at the edge of the WLPZ.
 - Class III shall be flagged in blue and white candy-striped flagging at the edge of the ELZ.
- Watercourse Lake Protection Zone (WLPZ): Herbicide application shall not occur within established no-spray buffers or other exclusion zones identified in the prescription or on project maps.
- Equipment Limitation Zone (ELZ): Herbicide application shall not occur within the established ELZ. ELZ boundaries will be shown on project maps and shall be treated as exclusion buffers during herbicide application activities.
- Watercourse designation will be indicated on a map. Contractor will be given a copy of the map and be made aware of the protection measure prior to the start of operations.

- Herbicide mixing, loading, storage, and application activities shall be conducted in a manner that prevents contamination of watercourse, lakes, channels, beds, and banks. Any accidental spill or discharge shall be reported immediately and cleaned up in accordance with applicable regulations and label requirements.

Endangered or Threatened Species Protections –

- Scoping was used to determine which special status species are known or could potentially occur within each project boundary and assessment area. This methodology provides a reasonable assessment of habitat types, elevations, soils, and vegetative communities that could be present within these areas and is representative of the habitats found in the general landscape. RCDTC and/or contracted individuals will also conduct surveys during February – May for raptors, mammals, insects, amphibians, and plants of concern. Although not anticipated, if any of these are discovered within the project areas, EEZs will be established and the appropriate agency will be contacted for consultation.

Contractor Responsibilities -

- Contractor will work cooperatively with the RCDTC RPF, RCDTC personnel, Collins RPF, CAL FIRE, and its representatives as well as any funding agency representatives to ensure compliance with the guidelines, conditions, and criteria of the grant, and any other environmental documents and/or forms associated with the RFP.
- Contractor will provide an overall work schedule prior to the project start date and will provide updates to the schedule, at least, a week in advance of any work schedule alterations. This may include, but is not limited to work stoppages due to equipment failure, employee availability, landowner issues, or accessibility issues.
- Contractor will include enough layout time and supervision time in the proposal to assure public safety and compliance with RCDTC requirements.
- Contractor will retain area/vegetation designated for retention or protection.
- Contractor will be responsible for the crew's safety and sanitation needs.
- Contractor will be responsible for ensuring protection of structures, property improvements, power lines and other utilities.
- The Contractor shall promptly notify RCDTC staff of any changes in site conditions that could affect project performance, compliance, or safety. This includes, but is not limited to:
 - Significant changes in soil conditions (e.g., excessive moisture, instability, or erosion hazards).
 - The discovery of archaeological or cultural resource sites.
 - The presence or discovery of endangered, threatened, or special-status species.

Upon such notification, RCDTC staff will provide guidance regarding necessary adjustments, coordination with regulatory agencies, and compliance with applicable laws. The Contractor shall suspend work in the affected area until authorized to proceed by RCDTC.

- All traffic control and signage will be the responsibility of the Contractor, as needed.
- **Proposed Schedule:** RCDTC intends to select a contractor and execute a contract upon completion of the procurement process. Administrative activities, including contract execution, insurance verification, and project coordination, may commence immediately following contract award. Field operations shall begin only upon issuance of a written Notice to Proceed (NTP) and within the designated treatment window anticipated to begin in March 2027.
- All work described in this solicitation shall be completed by the completion date established in the executed contract. The Contractor's bid price shall include all labor, equipment, materials, mobilization, application, follow-up treatment, and any required retreatment necessary to meet the contract requirements.
- Treated acreage will be measured and verified by RCDTC using GIS mapping, treatment records, and field inspections. RCDTC shall be provided sufficient time to inspect completed work and verify treated acreage prior to acceptance.
- RCDTC may conduct follow-up inspections within thirty (30) days of treatment completion to evaluate treatment coverage and identify significant skips, untreated areas, or other deficiencies. Any deficient areas identified by RCDTC shall be retreated by the Contractor at no additional cost to RCDTC.
- Work shall be considered complete when: (1) all contracted treatment acreage has been treated; (2) any identified deficient areas have been satisfactorily retreated; (3) treated acreage has been verified by RCDTC; and (4) RCDTC has provided written acceptance of the completed work.

SECTION FOUR: PROPOSAL PACKAGE REQUIREMENTS

PROPOSAL FORMAT

Proposals are to be straightforward, clear, concise, and responsive to the information requested. For proposals to be considered responsive, proposers must provide all requested information.

Submission Requirements:

Submissions can be submitted electronically on Public Purchase; or a paper copy of the complete bid packet **can be delivered to the RCDTC office** at:

Resource Conservation District of Tehama County

202 Walnut Street
Red Bluff, CA 96080

All submissions must arrive **no later than 4:00 p.m. PST on September 30, 2026.**

1. PROPOSAL ELEMENTS

Cover Sheet to include:

Firm Name, phone, and address

Contact person, phone and email address

2. Qualifications and Experience

Provide an overview of your experience with similar projects and comparable work. Demonstrate your knowledge of understanding the environmental considerations that may lead to project delays and how to overcome the delays to deliver a completed project to RCDTC. Describe your experience coordinating with project managers, state, and lead agencies. Include information pertaining to all required licenses, permits, etc.

3. Project Approach and Technical Understanding

Describe your approach to providing the Scope of Work described in the RFP in a high quality, cost-effective, environmentally sound manner that will meet the RCDTC's proposed schedule. Demonstrate a thorough conceptual and technical understanding of the purpose and scope of the project. The approach must describe the methods, equipment, and sequencing of operations to be used in herbicide applications and vegetation management activities. If planning to contract out for any services in the Scope of Work, identify which items and subcontractors. Include all subcontractors' license and qualification details if necessary.

4. Timeline

The contractor shall demonstrate the ability to commence work, which is anticipated to begin in March 2027, and complete all work by March 31, 2030.

5. Cost Proposal

Bidders shall submit a complete cost proposal that clearly identifies the cost per acre and total lump sum for all work described in this Request for Proposal. Costs must include all labor, equipment, supervision, mobilization, materials, insurance, required bonds and overhead necessary to complete the project in accordance with the specifications. Proposals must be transparent and free of unauthorized exclusions or hidden charges. Bidders are responsible for reviewing the bonding requirements in attachment C and including all associated costs in their proposed pricing. The lowest responsive and responsible bid will receive the maximum score for this category, with all other bids scored proportionally according to the relative cost formula outlined in the Evaluation Criteria.

6. Local Workforce and Community Benefit

Preference may be given to contractors who demonstrate a commitment to hiring and utilizing a local workforce, subcontractors, and suppliers from Tehama, Shasta, Glenn, or Butte Counties. Proposals should describe how local labor, materials, and services will be incorporated into the project to support regional economic development. Bidders are encouraged to highlight partnerships with local businesses, training opportunities for local workers, and other benefits that strengthen community capacity while ensuring high-quality project delivery.

7. References

Include at least three references who can speak about your past performance and capability on similar projects within the last three (3) years, including at least one reference who has

worked with you within the last 18 months. References should be inclusive of name, address, contact information, dates services were performed and values of contracts.

8. Staff to be Assigned

Provide a staff organization chart or list and identify the qualifications, roles and responsibilities to be fulfilled by each staff member or subcontractor.

9. Bid Presentation

Bids shall reflect costs for the project broken down by task. Bids shall only be prepared using copies of the Bid Forms included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the RCDTC will not be permitted. Bids shall be executed by an authorized signatory. In addition, Proposers shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Proposers shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Use of black or blue ink, indelible pencil, or a typewriter is required. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

Bid Form – Herbicide Application Project

Cost Proposal

Cost per acre: _____ USD (*Not to exceed \$250/acre*)

Total acres: 151

Total lump sum bid: _____ USD (*Not to exceed \$37,750 total*)

TOTAL AMOUNT (WRITTEN IN WORDS) _____

Contractor Information

(Indicate not applicable (“N/A”) where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties within the joint venture.

- Name of Bidder: _____
- Type of Entity: _____
- Bidder Address: _____

(Telephone Number)

(Email Address)

- Qualified Applicator License Number: _____
- Pest Control Business License Number: _____

- How many years has Bidder's organization been in business as a Contractor?

- How many years has Bidder's organization been in business under its present name? _____
 - Under what other or former names has Bidder's organization operated?

- If Bidder's organization is a corporation, answer the following:
 - Date of Incorporation: _____
 - State of Incorporation: _____
 - President's Name: _____
 - Vice President's Name(s): _____
 - Secretary's Name: _____
 - Treasurer's Name: _____

- If an individual or a partnership, answer the following:
 - Date of Organization: _____
 - Name and address of all partners (state whether general or limited partnership):

- If other than a corporation or partnership, describe organization and name principals:

- List other states in which Bidder's organization is legally qualified to do business:

- What type of work does the Bidder normally perform with its own forces?

- Has the Bidder completed herbicide application on private property? (Check One and provide reference): ☐ Yes ☐ No

Subcontractor Information (if applicable)

Listed below are all subcontractors, consultants, or specialty service providers that the Bidder intends to utilize in the performance of this contract. The Bidder shall identify the name, address, applicable licenses and certifications, and portion of work to be performed by each subcontractor. The Prime Contractor shall remain fully responsible for the performance, supervision, safety, and compliance of all subcontractors utilized on this project. Any subcontractor performing herbicide application work shall possess and maintain all licenses, certifications, registrations, and approvals required by the California Department of Pesticide Regulation and the Tehama County Agricultural Commissioner.

Note: All subcontractors performing herbicide application activities shall maintain all required federal, state, and local licenses, certifications, registrations, and insurance coverage necessary to perform the work described in this RFP

Subcontractor Name	Address	Qualified Applicator License (QAL) Number	Pest Control Business License (PCB)	Portion of Work	Estimated Subcontract Value

[SIGNATURE ON NEXT PAGE]

I hereby certify under penalty of perjury under the laws of California that all the information submitted in connection with this Bid and all the representations made herein are true and correct.

Bidder:

Bidder's Business Address:

(Company Name):

By:
(Signature)

(Type or print name):

(Title):

(Where signed) (City, State):

(Corporate seal)

Dated: _____

State of Incorporation: _____

Names and addresses of all partners or joint
venturers: _____

Statement of the authority of signatory to bind
Bidder:

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BID BOND

[Note: Not required when other form of Bidder's security, e.g., cash, certified check, or cashier's check, accompanies Bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the [RCDTC], with its principal place of business at [202 Walnut St. Red Bluff, CA], hereinafter called the RCDTC, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to the RCDTC for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying bid dated September _____, 2026, for [Herbicide Application Project].

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the principal is awarded the Contract and provides all documents to the RCDTC as required by the Contract Documents; then this obligation shall be invalid. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the RCDTC, and judgment is recovered, Surety shall pay all litigation expenses incurred by the RCDTC in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 2026, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On September __, 20 __, before me, _____, Notary Public, personally

Appeared _____, who proved to me based on satisfactory.

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- .. Individual
- .. Corporate Officer

DESCRIPTION OF ATTACHED DOCUMENT

	Title(s)	Title or Type of Document
.. Partner(s)	.. Limited .. General	Number of Pages
.. Attorney-In-Fact		Date of Document
.. Trustee(s)		
.. Guardian/Conservator		
.. Other:		
Signer is representing: Name Of Person(s) Or Entity(ies)		
		Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On September __, 20 __, before me, _____, Notary Public, personally
appeared _____, who proved to me based on satisfactory.

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

Title(s)		Title or Type of Document
.. Partner(s) .. Attorney-In-Fact .. Trustee(s) .. Guardian/Conservator .. Other:	.. Limited .. General	
Signer is representing: Name Of Person(s) Or Entity(ies)		Number of Pages
		Date of Document
_____ _____		Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

Non-Collusion Declaration

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

- The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or a sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [state].

Name of Bidder: _____

Signature: _____

Name and Title: _____

Date: _____

Contracts Certificate Regarding Workers' Compensation

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder: _____

Signature: _____

Name and Title: _____

Date: _____

False Claims Certification

By signing the Authorization of Submission below, the bidder certifies that neither it nor any of its principals have been found liable under the Federal False Claims Act or any similar state law, have knowingly submitted false or fraudulent claims for payment under any government-funded contract, or will submit any false or fraudulent claims under this contract.

Acknowledgment

The undersigned, having carefully examined all of the contract documents, permit requirements by jurisdictional regulatory agencies, contract, contract addenda, proposal requirements and conditions, special provisions, scope of work, and all other information provided by the RCDTC for the RFP listed above in and for the RCDTC, is familiar with the conditions, having personally visited the site of the work, and hereby proposes to furnish all labor, materials and equipment, and all incidental work

necessary to deliver the scope of work, in place and in strict conformity with the contract documents, for the unit prices named in the RFP.

Authorization of Submission

Submitting Bidder Name: _____

Submitting Bidder Address: _____

Authorized Representative Name: _____

Authorized Representative Signature: _____

Date: _____

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SECTION FIVE: RFP PROCESS

1. SUBMITTAL OF PROPOSALS

Submissions can be submitted electronically on Public Purchase and/or a paper copy of the complete bid packet **may be delivered by 4:00 p.m. PST on September 30, 2026 to the RCDTC office** at:

Resource Conservation District of Tehama County

202 Walnut Street
Red Bluff, CA 96080.

Responsive proposers submit proposals that are complete, accurate, and submitted in accordance with the instructions provided in this solicitation. Proposer meets qualifications, licensing, etc. Proposer acknowledges all addenda. Submitted proposals that will be considered non-responsive include failure to address or not clearly respond to the scope of work or deliverables. Incomplete or missing signatures, forms, certifications, or attachments. Proposal includes additional services or costs not requested in the solicitation. Proposal is received after the stated deadline. Proposer does not meet the required experience, licensing, or other qualifications. Each proposer shall submit its Bid in strict conformity with the requirements of this solicitation. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid. Failure to include or incomplete cost per acre and lump sum. Unsolicited additive bids, defined as proposals that include additional services, features, or costs not specifically requested by the issuing agency, are not permitted and may be deemed non-responsive.

The issuing agency reserves the right to reject any proposal that includes unsolicited additions, modifications, or enhancements that alter the scope, budget, or timeline of the project as originally defined.

In addition to responsiveness, proposers must demonstrate responsibility. The issuing agency reserves the right to reject any proposal from a proposer who has:

- A history of poor performance on previous contracts.
- Demonstrated a lack of integrity, honesty, or ethical conduct.
- Been involved in violations of labor, environmental, or safety laws.
- Been suspended or debarred from public contracting.
- Failed to comply with the terms and conditions of prior agreements.

Determination of non-responsibility may be based on documented evidence, references, or publicly available records.

It is the sole responsibility of the proposer to deliver its proposal so that it is received by the time and date required. Any proposal received after the specified deadline cannot be considered and will be considered non-responsive.

2. COSTS OF DEVELOPING PROPOSALS

Any and all costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by RCDTC, nor will grant funds be used for such reimbursement.

3. LICENSING AND LABOR COMPLIANCE REQUIREMENTS

In accordance with Business and Professions Code Sections 7028.15 and 7028.5, and Public Contract Code Section 3300, all proposers must possess and maintain a valid California Pest Control License (PCB) and employ or retain personnel holding the applicable Qualified Applicator License (QAL) required for the work. Subcontractors must also possess valid and appropriate license classifications for each specialty they are contracted to perform.

Any bid submitted by a proposer who does not hold the required license(s) at the time of bid submission will be deemed non-responsive and rejected. The Resource Conservation District of Tehama County (RCDTC) reserves the right to request proof of valid licensing from the proposer and all listed subcontractors. This documentation must be provided within ten (10) calendar days of request and must demonstrate compliance with all licensing requirements for the duration of the contract.

The Contractor and any subcontractors performing herbicide application services shall possess all licenses, certifications, registrations, permits, and approvals required by the California Department of Pesticide Regulation and the Tehama County Agricultural Commissioner. The Contractor shall maintain a valid California Pest Control Business License (PCB) for the duration of the contract and shall ensure that all pesticide applications are conducted under the supervision of appropriately licensed personnel. Contractors shall maintain a valid QAL and ensure all personnel performing restricted-material applications possess the licenses or certificates required under California law. Neither a CSLB contractor license nor Department of Industrial Relations (DIR) registration is required unless otherwise mandated by law for the specific services being performed.

4. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, the proposer will make no claim against the RCDTC based upon ignorance of or misunderstanding of the specifications.

Prior to commencing any Work and after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted all certificates of insurance and endorsements, showing that the Contractor has the required insurance, to the attention of the RCDTC. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all the required insurance has been received and approved. Insurance requirements shall be maintained as set forth in the contract.

The RCDTC reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made with written addenda. All addenda issued by the RCDTC shall be made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the RCDTC issues an addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the RCDTC may extend the deadline for submission of Bids. The RCDTC may determine, in its sole discretion, whether an addendum warrants postponement of the Bid submission date. Each prospective Proposer shall provide the RCDTC with a name, address, and email address to which addenda may be sent, and a telephone number by which the RCDTC can contact the Proposer. Copies of addenda will be furnished by public purchase, email, first class mail, express mail, and/or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Proposers are responsible for ensuring they have received all addenda. To this end, each Proposer should contact the RCDTC to verify that it has received all addenda issued, if

any, prior to the Bid closure. The Proposer shall indicate the addenda received prior to bidding in the space provided in the Bid Forms. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to ensure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to public disclosure.

No Proposer shall be allowed to make, file or be interested in more than one Bid for the same work unless alternate Bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Proposer, or that has quoted prices of materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers or from simultaneously submitting its own Bid as a prime contractor.

Proposers shall submit a Declaration of Non-Collusion with their proposal. This form is included with the Proposal Forms and must be signed and dated under penalty of perjury.

Any Bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw Bids shall be worded so as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted Bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to the RCDTC within five (5) working days of the Bid opening and in compliance with Public Contract Code section 5100 et seq., or as otherwise may be allowed with the consent of the RCDTC.

Please refer to article 13 in the contract for insurance requirements.

Please refer to article 4 and Exhibit B in the contract for payment terms and conditions.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the RCDTC's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the RCDTC determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The RCDTC may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or RCDTC may waive such deficiency, whichever is most advantageous to the RCDTC.

5. BONDING REQUIREMENTS

The successful proposer shall furnish the required bonds as follows:

- a) Performance Bond: 100%
- b) Payment Bond: 100%

Required bonds shall be submitted within 10 calendar days of Notice of Award and prior to execution of the contract

6. **SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES**

Proposals received in response to this solicitation, at the RCDTC's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The RCDTC reserves the right to negotiate modifications or revisions to any awarded contract.

7. **EVALUATION OF PROPOSALS**

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contract that best satisfies the RCDTC's requirements. The following describes the evaluation process and associated components.

1. **Selection Process**

- a) The RCDTC shall name, for the purpose of evaluating the proposals for this RFP, a Selection Evaluation Team composed of members of the RCDTC and/or RCDTC Board of Directors, consultants, or landowners appointed to assess submitted qualifications. The RCDTC reserves the right to include as part of the Selection Evaluation Team any qualified representatives from other agencies or entities.
- b) Proposal documentation requirements set forth in the RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Selection Committee. Proposers shall be prepared to respond to requests by the Selection Evaluation Team for additional items deemed necessary to assist in the evaluation process.

2. **Evaluation Criteria and Scoring**

- a) The Selection Evaluation Team shall be responsible for performing the evaluations of each proposal. Best approach determination shall be the evaluation method used when considering criteria other than merely cost. Each member of the team shall rate the proposers separately. The scores of each of the team members shall then be combined to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below.

1.	Ability to Meet Project Objective	Clear methodology for meeting the objective of scope of work.	Pass/Fail
2	Total Pricing	• The proposer's total bid amount must comply with the District's established maximum project budget. - Pass criteria: • Total pricing is at or below the maximum allowable amount • Pricing is submitted on all required forms	Pass/Fail

		- No unauthorized exclusions, omissions, or errors - Pricing is internally consistent and mathematically correct - Fail criteria: - Total pricing exceeds the maximum allowable amount - Missing pricing forms or incomplete totals - Unbalanced, irregular, or non-compliant pricing	
2.	Completeness and Responsiveness	Proposal format, clarity, and inclusion of all required documents.	10 Points
3.	Experience and Qualifications	- Demonstrated experience with similar forestry vegetation management and herbicide application projects. - Relevant references showing successful performance - Qualifications and résumés of key personnel - Experience operating under environmental constraints	25 Points
4.	Project Approach and Technical Understanding	Clear methodology for scope of work, understanding of environmental/regulatory requirements, and safety/fire prevention measures. Realistic project schedule, staffing plan, and equipment resources. Flexibility to accommodate weather, access, and environmental restrictions.	25 points
5.	Timeline and work plan	Most efficient and realistic project timeline	15 points
6.	Cost Proposal	- The Cost Proposal will be evaluated relative to the lowest responsive bid received. A maximum of 20 points may be awarded for cost. - Cost scores will be calculated using the following formula: $\text{Cost Score} = \left(\frac{\text{Lowest Responsive Bid}}{\text{Bid Under Evaluation}} \right) \times 20$ - The lowest responsive and responsible bid shall receive the full 20 points. - All other bids shall receive proportionately lower scores based on the formula above.	20 points

		- Bids that are non-responsive, unbalanced, or that include unauthorized exclusions will not be scored. - The District reserves the right to reject any bid that is deemed unreasonably low or high in relation to the overall project scope and budget.	
7.	Local Workforce and Community Benefit	Proposers with primary business addresses in the counties of Tehama, Shasta, Glenn, Butte counties. Partnerships with local businesses, training opportunities, or other measures that provide direct community benefit.	5 points
	Total		100 Points

3. Contract Award

Award will be made to the qualified proposer(s) whose proposal(s) are determined to be most advantageous to the Resource Conservation District of Tehama County (RCDTC), considering cost and all other evaluation factors. Notice of intent to award will be issued following a public meeting of the RCDTC Board of Directors, during which the recommended contractor selection is presented as an item on the publicly posted agenda.

If the RCDTC cannot successfully negotiate a contract with the highest ranked proposer, the RCDTC will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers will receive emailed Award/Non-Award notification(s) which may include the name of the proposer to be awarded this contract.

Once the RCDTC notifies the proposer of the intent to award, the proposer shall have ten (10) calendar days, excluding Saturdays, Sundays, and legal holidays, to submit all required documents and certifications. The contract shall not be executed until all required documents and certifications have been received and verified by the RCDTC. Upon receipt and acceptance of all properly completed and executed materials, the RCDTC will execute the contract and issue a formal Notice to Proceed.

Failure of the apparent successful proposer to execute the contract and provide acceptable certificates of insurance within ten (10) calendar days of Notice of Award, excluding Saturdays, Sundays, and legal holidays, may result in cancellation of the award. RCDTC reserves the right to award the contract to the next highest-ranked responsive and responsible proposer or to take any other action permitted by law.

Proposers are advised that the RCDTC reserves the following prerogatives:

- a. Reject any bids, at its discretion, including bids found to be conditional or incomplete, contain irregularities, contain any interlineations or alterations, or found to be not responsive to this RFP.

- b. Waive any errors or informalities in any bid to the extent permitted by law.
- c. Disqualify any proposer in accordance with the instructions herein.
- d. Investigate the qualifications of any proposer under consideration.
- e. Require confirmation or clarification of information furnished by the proposer.
- f. Require additional evidence of bidder's ability to perform the Work described in these bid documents.
- g. Contact the submitted references to confirm information provided in the bid.
- h. Postpone or cancel the entire RFP or a portion thereof.
- i. Postpone the bid opening or award for its own convenience.
- j. Award a contract in part or in combination of items.
- k. Issue subsequent RFPs.
- l. Seek the assistance of outside technical experts to review the bids.
- m. Disqualify a bid upon evidence of collusion, with intent to defraud, or other illegal practices on the part of the proposer.
- n. Require proposer to provide proof as to the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- o. Determine, at the RCDTC's sole discretion, the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- p. Exercise any other rights under the applicable RCDTC authority, policy, or governing law language. The RCDTC has no obligation to consider any bid unless it is responsive to this RFP and conforming in all respects to the form of contract. This RFP does not commit the RCDTC to enter into a contract.
- q. To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process, and
- r. The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the RCDTC is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

8. OTHER REQUIREMENTS

In order to contract with the RCDTC, a proposer must meet the following requirements:

- a. Make available to the RCDTC its federal Tax Identification Number (TIN) or Social Security Number (SSN)
- b. Comply with all applicable federal, state, and local laws, regulations, permits, licensing, insurance, and safety requirements applicable to the work described in this RFP.

- c. Meet the requirements for audit of its expenditures if required in the above documents.

1. Protest/Appeal Process

The following procedure is provided in the event that a proposer wishes to protest the RFP evaluation and selection process or appeal the recommendation to award a contract once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to the RCDTC mailing address **PO Box 1232, Red Bluff, CA 96080**. Attention: **Jon Barrett, RCDTC District Manager**
- The protest must be submitted before 5:00 PM on the 5th calendar day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a claim or legal proceedings.

Upon receipt of written protest/appeal, the RCDTC will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within 20 business days of receipt of the appeal/protest.

2. Public Records Access

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request.

All information regarding the proposals will be held confidential until the Selection Committee has completed its evaluation and any contract negotiations are complete.

SECTION SIX: ATTACHMENTS

Attachment A – Maps

Attachment B – Sample Contract

Attachment C – Fire Plan for Construction and Service Contract

Attachment D –NTMP

Attachment E –Performance and Labor and Material Payment Bond Sample

Attachment F – Payment Schedule Sample

Attachment G – Existing Grant Agreement

 BCMR Boundary
 Herbicide

0.45 Miles

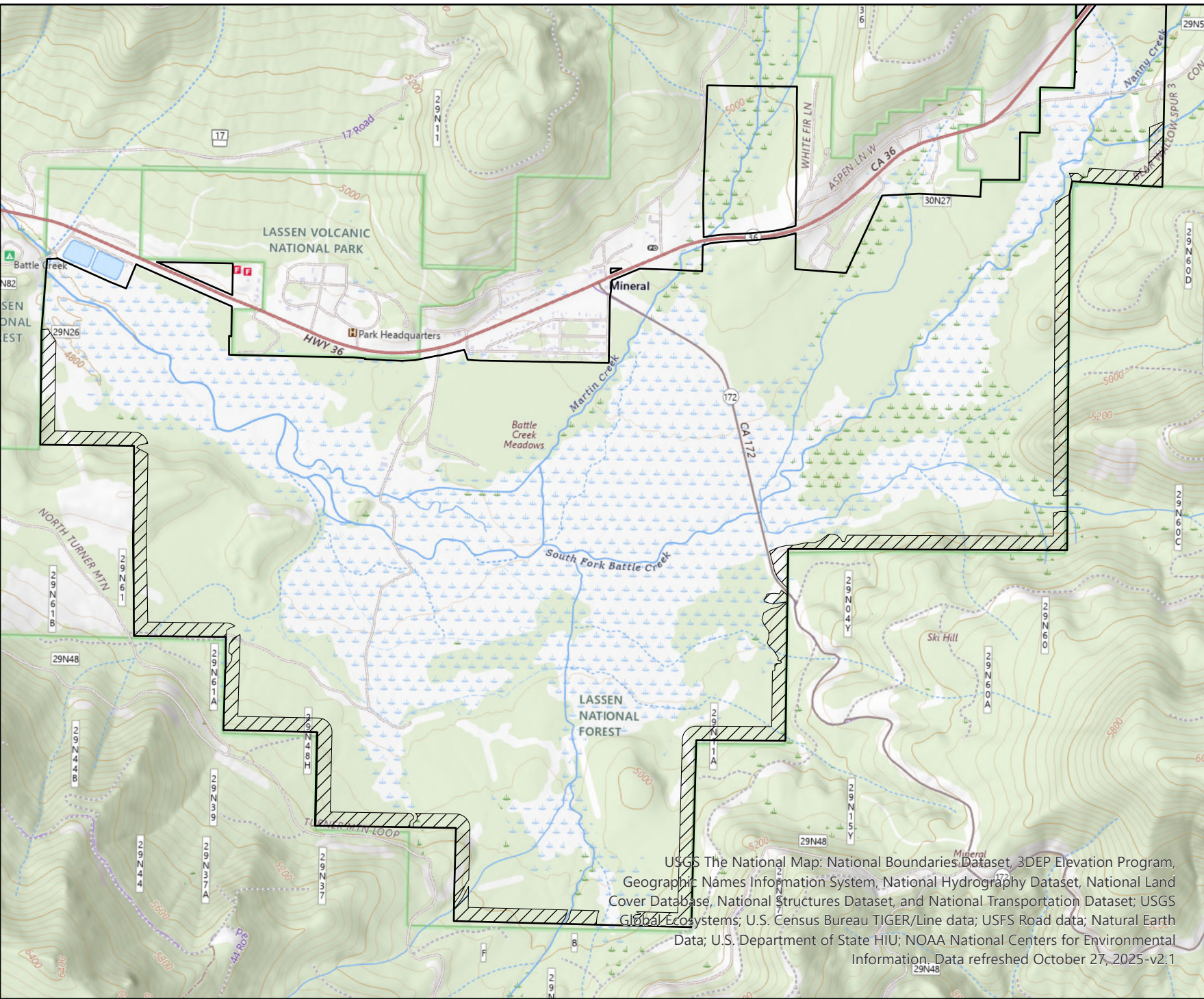
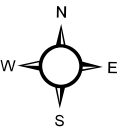
Scale: 1:22,500

Spatial Reference
Name: NAD 1983 2011 California Teale Albers
PCS: NAD 1983 2011 California Teale Albers
GCS: GCS NAD 1983 2011
Datum: NAD 1983 2011
Projection: Albers

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road data; Natural Earth Data; U.S. Department of State HIU; NOAA National Centers for Environmental Information. Data refreshed October 27, 2025-v2.1

Date Exported: 8/28/2026

BCMR Herbicide Application Project Area



- BCMR Boundary
- Herbicide

0.45 Miles

Scale: 1:22,500

Spatial Reference
Name: NAD 1983 2011 California Teale Albers
PCS: NAD 1983 2011 California Teale Albers
GCS: GCS NAD 1983 2011
Datum: NAD 1983 2011
Projection: Albers

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road data; Natural Earth Data; U.S. Department of State HIU; NOAA National Centers for Environmental Information. Data refreshed October 27, 2025-v2.1

Date Exported: 8/28/2026



Attachment B

CONTRACT FOR TREE PLANTING

“BCMR Herbicide Application Project”

THIS CONTRACT is made on the 19th day of February of 2026 by and between the Resource Conservation District of Tehama County, ("OWNER" or “District”) and ("CONTRACTOR") with respect to the following recitals:

1. District is a public entity organized and existing under the laws of the State of California.
2. District desires to contract with Contractor to perform the work more particularly described below and Contractor desires to perform such work on the terms and conditions set forth in this Contract.
3. Project Coordination: The District Manager of RCDTC is Jon Barrett, who is the representative of RCDTC for all purposes under this agreement. Seronica Biggs is designated as the project manager for the RCDTC and shall supervise the progress and execution of this agreement. Contractors are required to adhere to all the conditions set forth in the scope of work for all operations on the project site.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, the parties agree as follows:

Article 1

THE WORK

Contractor shall perform all the work as described in *“Exhibit A Scope of Work”* which is attached to this Agreement and incorporated herein by this reference.

Article 2

TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall begin only after execution of the Contract and issuance of a written Notice to Proceed. Actual commencement will be dependent on factors outside the District’s control, including weather conditions, site accessibility, and seedling availability. Planting will occur during suitable planting windows as determined by the District’s Registered Professional Forester (RPF) and in coordination with the Contractor. All tasks must be completed no later than May 31, 2027, unless extended in writing by the District.

Article 3

CONTRACT SUM

The Contract Sum is the total amount payable by District to Contractor for the performance of all of the work under the Contract. The Contract Sum is **zero dollars (\$0.00)** unless otherwise modified in accordance with this Contract.

Article 4

PAYMENT SCHEDULE

4.1 If the completion date of this Contract as specified in Article 2 is more than thirty (30) calendar days after the issuance of the notice to proceed, Contractor shall submit to District on or before month's end, an application for payment specifying in detail the labor and materials incorporated into the work during the previous month. District's review of the application for payment and estimate of the value of labor and materials incorporated into the work shall be final. Upon completion of the work, District shall have paid to Contractor through monthly payment requests, provided the work has been accepted by District, and subject to the provisions of Articles 5 and 8. The payment of progress payments shall not be construed as an absolute acceptance of the work up to the time of such payments, the entire work being subject to final inspection and approval of District.

4.2 For the full performance of the services described in the Agreement by CONTRACTOR, District shall pay CONTRACTOR based on the grant funding schedule and the reporting requirements set forth in "***Exhibit B Payment Schedule***" attached to this Agreement and incorporated herein by reference.

4.3 The District will submit payments to CONTRACTOR within 15 days ***after*** the District receives payment from the funder. The District cannot pay for services before it receives compensation for prior invoiced work from the funder.

Article 5

PAYMENTS

5.1 Payments shall be made as provided in Article 4.

5.2 Payments may be withheld on account of (1) defective work not remedied; (2) claims or stop notices filed; (3) failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by Contractor.

5.3 Final payment shall not be due until Contractor has delivered to District a complete release of all stop notices arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to District indemnifying District against any such notice or lien.

5.4 In the event that the grant funding on which this Agreement relies is materially reduced or made unavailable, despite the parties understanding and expectations that no such disruption shall occur, this Agreement shall terminate immediately upon notice of such funding disruption by District to Contractor.

Article 6

CONTRACT DOCUMENTS

6.1 The Contract Documents shall consist of this Contract; request for bid, including all sections and attachments; Bid form; all required bonds and insurance; any attachments; any supplemental or special conditions to this Contract; any plans, specifications and drawings; any exhibits, addenda and bulletins; and any other documents, including but not limited to modifications, signed by both parties relating to the subject matter of this Contract. The intention of the Contract Documents is to place on Contractor the obligation to provide all labor, materials, equipment and other items necessary for the proper execution and completion of the work and the terms and conditions of payment therefore, and also to perform all work, which may be reasonably necessary to produce the intended results.

6.2 The term "work" as used in the Contract Documents includes all labor, materials and equipment necessary to complete the items listed in the scope of work.

Article 7

CONTRACTOR

7.1 Contractor acknowledges that Contractor is an independent contractor and not an employee, agent or representative of District. Contractor acknowledges that Contractor shall be solely responsible for and shall indemnify and hold District harmless from all matters relating to payment of Contractor's employees, subcontractors, suppliers and others, including compliance with Social Security withholding, and all other regulations governing such matters. This acknowledgement shall be documented through Contractor and all Subcontractor's preparation and signing of DISTRICT'S ***"Exhibit C Certification of Contractor's Workers Compensation Coverage Exemption Request"*** form.

7.2 Contractor shall supervise and direct the work using Contractor's best skill and attention. Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract. If the work of the Contract is part of a larger project, Contractor shall communicate and cooperate with District and any other contractors on the project to the extent necessary so that the performance and sequence of the entire project may be carried forward in good order and in a timely manner.

7.3 Unless otherwise specifically noted in writing signed by District, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.

7.4 Contractor represents and warrants to District that all materials, equipment and work incorporated in the execution of this project shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials, equipment and work

not so conforming to these standards may be considered defective. This warranty shall be in addition to any other warranty provided by law or contract.

7.5 Contractor shall pay all sales, consumer, use, and other similar taxes required by law and shall secure and pay for all permits, fees and licenses necessary for the execution of the work.

7.6 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify District if any of the Contract Documents are at variance therewith.

7.7 Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with Contractor.

7.8 Contractor at all times shall keep the project area free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the work, Contractor shall remove all Contractors' waste materials and rubbish from and about the project as well as Contractor's tools, equipment, machinery and surplus materials. If Contractor fails to clean up, District may do so and charge the cost to Contractor.

7.9 Contractor acknowledges that he or she has made an independent investigation of the job site, including underground conditions and all other conditions that might affect the progress of the work and is satisfied as to those conditions.

7.10 Contractor acknowledges that he or she has read and understands all of the Contract Documents.

7.11 Contractor acknowledges awareness of the provisions of subsection (b) of Public Contract Code section 7103.5, which states as follows:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act ([15 U.S.C. Sec. 15](#)) or under the Cartwright Act (Chapter 2 (commencing with [Section 16700](#)) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

Contractor also acknowledges that these provisions may apply to the work being completed under this contract

7.12 Contractor shall comply with CAL FIRE, Forest Service and **Exhibit H Fire Plan for Construction and Service** fire restrictions. Contractor shall have on site an adequate transportable water supply capable of fire suppression in the event a fire should result from execution of the work. All vehicles and equipment must be equipped with operable fire extinguishers and approved spark arrestors.

7.13 Contractor shall adhere to all best management practices outlined in **Exhibit I Winter Period Operations Plan** and The California Forest Practices Act, or outlined in the forest management plan.

Article 8

COMPLIANCE WITH LABOR CODE REQUIREMENTS/PREVAILING WAGES/DAVIS BACON

8.1 Applicability.

This project is a public works project funded by the State of California and performed on federal lands. Accordingly, the work is subject to California Labor Code §§1720–1861 (Prevailing Wage Laws), the California Code of Regulations, Title 8, §16000 et seq., and the federal Davis-Bacon Act (40 U.S.C. §3141 et seq.), including related regulations at 29 C.F.R. Parts 1, 3, and 5. Contractors and subcontractors of every tier shall comply with both California and federal labor standards.

8.2 Wage Rates; Higher-of-Two Rule.

The applicable California DIR prevailing wage determinations and the U.S. Department of Labor Davis-Bacon wage determinations are incorporated into this Agreement by reference. Contractors must pay not less than the higher of the two applicable wage rates (including fringe benefits) for each craft, classification, or type of worker employed on the project.

8.3 Posting.

The Contractor shall post at the jobsite, in a prominent and accessible location:

- California DIR wage determinations (Labor Code §1773.2);
- U.S. Department of Labor Davis-Bacon wage determinations; and
- The “Employee Rights Under the Davis-Bacon Act” poster (WH-1321) and other notices required by law.

8.4 Certified Payroll Records.

The Contractor and all subcontractors shall prepare and submit weekly certified payroll records as follows:

- To the California DIR, electronically, in compliance with Labor Code §1776; and
- To the District and upon request to USDOL, on U.S. Department of Labor Form WH-347 or an approved equivalent, in compliance with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act.
- Certified payrolls and basic records shall be retained for three (3) years after project completion and be available for inspection by the District, DIR, or USDOL.

8.5 Apprentices.

The Contractor shall employ apprentices in accordance with California Labor Code §§1777.5–1777.7 and applicable federal requirements. Apprentices must be properly registered and supervised, and ratios and training contributions must meet stricter state or federal standards.

8.6 Overtime.

Overtime shall be paid as required by California law and the Contract Work Hours and Safety Standards Act (CWHSSA, 40 U.S.C. §3701 et seq.). Workers must receive not less than 1.5 times the



basic hourly rate for hours worked in excess of 8 hours per day or 40 hours per week, whichever is more protective.

8.7 DIR Registration.

Contractor acknowledges the requirements of Labor Code §§1725.5 and 1771.1, which provide that no contractor or subcontractor may be listed on a bid proposal or awarded a public works contract unless registered with the Department of Industrial Relations (DIR), except as specifically provided in those statutes. This project is subject to DIR compliance monitoring and enforcement.

8.8 Withholding and Penalties.

The District may withhold from payments due amounts sufficient to cover underpayments, penalties, or liquidated damages arising from noncompliance with state or federal prevailing wage laws. Contractors and subcontractors may be subject to civil and/or criminal penalties, contract termination, suspension, or debarment for violations.

8.9 Subcontractor Compliance.

The Contractor shall insert prevailing wage and Davis-Bacon requirements into every subcontract and shall be responsible for ensuring compliance by all subcontractors and lower-tier entities.

8.10 Waiver of Indemnification.

To the fullest extent permitted by law, Contractor specifically waives any claim for indemnification under Labor Code §1781 against the District for liability arising out of Contractor's or subcontractors' failure to comply with prevailing wage requirements.

8.11 Applicability

In accordance with 29 CFR Part 5, the following Definitions (5.2) and Contract Provisions (5.5) are applicable to this Contract. In the event of a conflict between these Definitions and Contract Provisions and any other provision of the Contract, the stricter requirement applies.

8.12 Definitions

The definitions set forth in 29 CFR § 5.2 apply to the Contract Provisions contained herein. Such definitions are to be read in addition to, and not in exclusion of, any Contracting Definitions as set forth in the State of California Standard Requirements for Public Facility Construction otherwise applicable to this Contract.

8.13 Contract Provisions and Related Matters

8.13.1 Minimum Wages

8.13.1.1 General.

All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be



alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of 29 CFR § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification for work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR § 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

8.13.1.2 Additional Classifications and Wage Rates.

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30 day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30 day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 8.13.1.2(B) or (C) shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.



8.13.1.3 Fringe Benefit Not Expressed as Hourly Rate.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

8.13.1.4 Fringe Benefits Provided by Contractor.

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

8.13.2 Withholding

The Federal agency or the Resource Conservation District of Tehama County (RCDTC) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

8.13.3 Payrolls and Basic Records

8.13.3.1 Recordkeeping.

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.



8.13.3.2 Weekly Payroll Submission and Statement of Compliance.

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH 347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 8.13.3.2(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. § 1001 and 31 U.S.C. § 231.

8.13.3.3 Access to Records; Enforcement.

The contractor or subcontractor shall make the records required under paragraph 8.13.3.1 available for inspection, copying, or transcription by authorized representatives of the Federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or



owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

8.13.4 Apprentices and Trainees

8.13.4.1 Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

8.13.4.2 Trainees.

Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

8.13.4.3 Equal Employment Opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

8.13.5 Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

8.13.6 Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

8.13.7 Contract Termination; Debarment

A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8.13.8 Compliance with Davis Bacon and Related Acts

All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

8.13.9 Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

8.13.10 Certification of Eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.

8.14 Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs 8.14.1, 8.14.2, 8.14.3, and 8.14.4 in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of 29 CFR Part 4. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

8.14.1 Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

8.14.2 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph 8.14.1 the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 8.14.1, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required.

8.14.3 Withholding for Unpaid Wages and Liquidated Damages

The Federal Agency or the Resource Conservation District of Tehama County (RCDTC) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in 8.14.2.

8.14.4 Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 8.14.1 through 8.14.4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 8.14.1 through 8.14.4.

8.14.5 Records for CWHSSA Only Contracts

In addition to the clauses contained in paragraph 8.14, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records



shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Resource Conservation District of Tehama County and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Article 9

LIQUIDATED DAMAGES

9.1 The time limit specified in Article 2 is of the essence of the Contract. Contractors shall complete the work by the completion date and achieve the Milestones specified in Article 2 unless District agrees in writing to an extension of time.

9.2 The term "day" as used in the Contract Documents shall mean calendar day.

9.3 Failure to complete the work within the time and in the manner provided for by the Contract documents shall subject Contractor to liquidated damages.

9.4 The actual occurrence of damages and the actual amount of the damages, which District would suffer if the work were not completed within the specified time set forth, are dependent upon many circumstances and conditions which could prevail in various combinations, and it is impracticable and extremely difficult to fix the actual damages. Damages that the district would suffer in the event of delay include loss of the use of the project, costs of administration, inspection, supervision, and the loss suffered by the public by reason of the delay in the work. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the number of damages sustained by the failure of the Contractor to complete the work within the time specified.

9.5 The amount of liquidated damages to be paid by Contractor to District for failure to complete the work specified shall be one-thousand US dollars (\$1,000.00) for each calendar day by which completion of the project is delayed beyond the completion date or milestones listed in Article 2, such amount being the actual cash value agreed upon as the loss to District resulting from Contractor's default. If completion date delays other contractual work, the Contractor shall pay the cost of other delayed work up to \$1,000.00 per day.

9.6 In the event Contractor shall become liable for liquidated damages under this Article, District, in addition to all other remedies provided by law, shall have the right to withhold all retained percentages of payments which would otherwise be or become due Contractor until the liability of Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of Contractor incurred under this Article, Contractor and its sureties shall continue to remain liable to District until all such liabilities are satisfied in full.

Article 10

NOTICES

All Notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage, or by scanning and emailing a copy of original documents.



Notices required to be given to District shall be addressed as follows

Seronica Biggs, Project Manager

Resource Conservation District of Tehama County

PO Box 1232

Red Bluff, CA 96080

530-727-9983

sbiggs@tehamacountyrcd.org

Notices required to be given to Contractor shall be addressed as follows:

name

=====

address

Phone number

email

party may change its address for notices by giving notice in writing to the other party, and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received on the earlier of personnel delivery, of if mailed, on the expiration of 48 hours after being deposited in the United States Mail or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile whichever is later.

Article 11

PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damages or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor, except damage or loss directly and solely attributable to the negligent acts or omissions of District.

Article 12

INDEMNITY

To the fullest extent permitted by law (including Civil Code sections 2782 et seq.), CONTRACTOR shall at its own expense defend, indemnify, hold harmless, exculpate, and release DISTRICT, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, disabilities, liens, judgments, awards, or expenses (including but not limited to reasonable attorney's fees of DISTRICT, expert fees, litigation costs, and investigation costs), property damage or economic loss of any nature, that may be asserted by any person or entity, including CONTRACTOR, and that arise out of, pertain to, or relate to CONTRACTOR's acts, omissions, obligations or performance under this Agreement, except when the injury or loss is caused by the sole active negligence or intentional wrongdoing of DISTRICT. CONTRACTOR shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. If there is a possible obligation to indemnify, CONTRACTOR's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. DISTRICT shall have the right to select its legal counsel at CONTRACTOR's expense, subject to CONTRACTOR's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. CONTRACTOR shall also defend, indemnify, hold harmless, exculpate, and release DISTRICT from and against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency with respect to CONTRACTOR's "independent contractor" status that would establish a liability on DISTRICT for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. These defense and indemnity obligations shall survive the termination or completion of this Agreement and are in addition to, and not limited by, the Insurance obligations in the Agreement.

Article 13

CONTRACTOR'S LIABILITY INSURANCE

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit shall be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and partners as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease. Contractor represents that Contractor has secured the payment



of worker's compensation insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work shall continue to provide worker's compensation insurance. DISTRICT requires all Contractors and all their subcontractors to have on file with DISTRICT office a Certificate of Workers' Compensation Insurance or a Certificate of Self-Insurance issued by the Director of Industrial Relations evidencing that worker's compensation insurance is in effect and providing that the District shall receive thirty (30) days prior written notice of cancellation. If CONTRACTOR is self-insured or is otherwise exempt from Workers Compensation regulations, CONTRACTOR shall complete and submit to DISTRICT, DISTRICT form entitled "***Certification of Contractor's Workers Compensation Coverage Exemption Request***" (***Exhibit C***). This form certifies that under penalty of perjury Contractor and any of their subcontractors does not employ anyone in a manner that is subject to the workers' compensation laws of California. (*Business and Professions Code Section 7125.*) By executing this Contract, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

If Contractor maintains higher limits than the minimums shown above, District shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Certificates of Insurance

Certificates of liability, workers' compensation, and other insurance as described herein, must be submitted to the District within eight (8) calendar days after the Contractor has received notice that the contract has been awarded. These certificates shall be approved by the District prior to the contract being approved, and the Notice to Proceed is issued.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "**Resource Conservation District of Tehama County, California Department of Forestry and Fire Protection and their elected and appointed officials, officers, employees, consultants and volunteers**" doing work under this agreement as an additional insured.

The certificate holder shall be "Resource Conservation District of Tehama County."

District shall be provided with a copy of Certificates of Insurance with endorsements.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the District. The deductible and/or self-insured retentions shall not limit or apply to Contractor's liability to District and shall be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-



insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the District."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A: VII unless otherwise acceptable to the District. The District reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. District, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish District with original endorsements effecting coverage required herein. All endorsements shall be received and approved by the District prior to District signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Article 14

CHANGES IN THE WORK

14.1 Contractor and District agree that changes in this Contract or in work to be done under the Contract shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by District and Contractor. It is specifically agreed that District shall have the right to request any alterations, deviations, reductions or additions to the Contract Documents, including without limitation the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted

from the amount of the Contract Sum by fair and reasonable valuations. This Contract shall be held to be completed when the work is completed in accordance with the original plans and specifications amended by such changes. If the change order requires an extension of time, time for completion of the work shall be extended to the date specified in the change order. Contractor shall not be subject to any claims for liquidated damages for such period of time, but Contractor shall have no claim for any other compensation for any such delay. No such change or modification shall release or exonerate any surety upon any guarantee or bond given in connection with this Contract.

14.2 If any portion of the Contract work involves digging trenches or other excavations that extend deeper than four feet below the surface, then:

.1 Contractor shall promptly, and before the following conditions are disturbed, notify District in writing of any:

(a) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(b) subsurface or latent physical conditions at the site differing from those indicated; and

(c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

.2 District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract Documents.

.3 In the event that a dispute arises between District and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from the scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by the Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

Article 15

PROSECUTION OF WORK DESPITE DISPUTES

In the event of a dispute between District and Contractor as to an interpretation of any of the plans, specifications or other Contract Documents, or as to the quality or sufficiency of material or workmanship, the decision of District shall for the time being prevail and Contractor, without delaying the job, shall proceed as directed by District without prejudice to a final determination by negotiation, arbitration or litigation (subject to paragraph 22.1 herein) in accordance with the provisions of the Contract Documents. Should Contractor be finally determined to be either wholly or partially correct, District shall reimburse Contractor to that extent for added costs Contractor may have incurred by reason of work done or material supplied beyond the terms of the Contract as a



result of complying with District's directions.

Article 16

DEFAULT BY CONTRACTOR

16.1 Contractor shall prosecute the work diligently to completion and in all events within the time specified in Article 2. If Contractor is adjudged bankrupt, makes a general assignment for the benefit of Contractor's creditors, has a receiver appointed on account of Contractor's insolvency, fails to achieve satisfactory progress, fails to supply a satisfactory number of skilled workers and adequate equipment and materials for the efficient execution of the work, or disregards laws, ordinances, or instructions of District, then District may give Contractor a written notice requiring correction of the problem. If Contractor fails to correct the problem or make satisfactory arrangements for the correction of the problem and proper completion of the project within five (5) calendar days, Contractor shall be deemed in default and the District may terminate the Contract effective immediately upon written notice to Contractor. Contractor and Contractor's surety on the performance bond, if any, shall remain liable for liquidated damages should the work be delayed beyond the completion date.

16.2 If the surety elects not to take over and perform the Contract, District may take over the work and prosecute it to completion at Contractor's expense by any method District deems advisable. Contractor and Contractor's surety shall be liable to District for any excess cost incurred by District. If District elects to perform the work itself, District may, without liability, take possession of and utilize in completing the work, such equipment, materials, appliances, plants and other property belonging to Contractor as is located on the work site and necessary for the project. If the expense of completing the work exceeds the unpaid balance, Contractor shall pay the difference to the District.

Article 17

PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

Contractor shall provide District with a **Performance Bond (Exhibit E)** and a labor and materials **Payment Bond (Exhibit F)**. The labor and material payment bond shall be in an amount of one hundred percent (100%) of the Contract Sum to insure the payment of all obligations incurred by Contractor in connection with the work of the Contract. The bonds shall be in such form as prescribed in **Exhibit E** and **Exhibit F** and with such sureties as may be agreeable to the parties. Contractor shall deliver the performance bond along with the labor and material payment bond at the time of the execution of this Contract.

Article 18

SUBSTITUTION OF SECURITIES

18.1 Consistent with the California Public Contract Code, Section 22300, Contractor may substitute securities for any monies withheld by District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount to be withheld shall be deposited with District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those monies to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

18.2 Alternatively, Contractor may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this Article for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Article. Contractor shall pay to each subcontractor, not later than twenty (20) days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.

18.3 Securities eligible for investment under this Article shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Article 19

WORKING HOURS

RESERVED

Article 20

GUARANTY

20.1 Contractor guarantees all equipment, materials, supplies and work. Should any of the materials or equipment prove defective or should the work as a whole or any part thereof prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with any plans and specifications, due to any of the above causes within twelve (12) months (or such longer period of time as may be prescribed by law, the supplier or the manufacturer) after the date on which the completed work covered by this Contract is accepted by District, Contractor agrees to reimburse District, upon demand, for its expense incurred in restoring said work to the condition contemplated in said project, including, but not limited to, the cost of any such equipment or materials replaced, the cost of removing and replacing any other work necessary to make such replacement or repairs, and the cost of testing the repaired or restored work, or, upon demand by District, to replace any such material and to repair said work completely without cost to District so that said work will function successfully as originally contemplated. Contractor expressly agrees to act as co- guarantor of all equipment and materials incorporated in the work, and Contractor shall supply District with all warranty and guarantee documents relative to such equipment and materials, which are guaranteed or warranted by their suppliers or manufacturers. The provisions of this Article apply to work done by any subcontractors of Contractor as well as to work done by Contractor.

20.2 District shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by Contractor. In the event District elects to have said work performed by Contractor, Contractor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed and any testing of repaired and replaced materials or work shall be done within a reasonable time after the receipt of demand from District and at no additional cost to District. If Contractor shall fail or refuse to comply with his obligations under this guaranty, District shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of the said failure or refusal.

Article 21

MISCELLANEOUS PROVISIONS

21.1 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper court located in Tehama County, California.

21.2 Assignment of Contract. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond, if any, and District.

21.3 Notices. All notices, certificates, or other communications hereunder shall be deemed given when delivered or mailed by first-class or registered mail, postage prepaid, to the parties



at their respective places of business.

21.4 Binding Effect. This Contract shall insure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.

21.5 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

21.6 Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

21.7 Entire Agreement. This Contract and the other Contract Documents as defined in Article 6 hereof constitute the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Contract or the other Contract Documents. Contractor, by the execution of this Contract, acknowledges that Contractor has read this Contract and all other Contract Documents, understands them, and agrees to be bound by their terms and conditions.

Article 22

AUTHORITY OF DISTRICT REPRESENTATIVES

District's representative shall decide questions about the quality or acceptability of materials furnished and work performed manner of performance and rate of progress of the work, the interpretation of the Plans and Specifications and the fulfillment of the contract by the Contractor.

Article 23

FLOW DOWN PROVISIONS

The Contractor shall abide by and be subject to all applicable terms and conditions of the attached agreement between CAL FIRE and the Resource Conservation District of Tehama County as shown in *“Exhibit G Grant Agreement between CAL FIRE and RCDTC.”*

This Agreement supersedes all previous agreements or understandings and constitutes the entire understanding between parties with respect

IN WITNESS WHEREOF RCDTC and CONSULTANT have executed this Agreement the day and year first above written

Tehama County Resource Conservation District:

Contractor:

By: _____

By: _____

Jon Barrett, District Manager

Contractor sig.

Attachment C

FIRE PLAN FOR CONSTRUCTION AND SERVICE CONTRACTS

1. SCOPE:

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the contract area. The contract area is delineated by map in the contract. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down.

2. RESPONSIBILITIES:

A. Contractor

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent their employees, subcontractors and their employees from setting fires, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall immediately initiate actions to extinguish all such fires which may escape.
- (3) Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan before beginning operations during Fire Precautionary Period and shall update such certification when operations change.
- (4) Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

B. Resource Conservation District of Tehama County (RCDTC)

The RCDTC may conduct one or more inspections for compliance with the Fire Plan. The number, timing, and scope of such inspections will be at the discretion of RCDTC representatives responsible for contract administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

3. DEFINITIONS:

The following definitions shall apply:

Active Landing: A location the contractor may be skidding logs into, or performing other operations such as delimbing, log manufacturing, and chipping logs. Except for EV and E

days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head, i.e., full rotation lateral tilt head.

Mechanical Operations: The process of felling, skidding, chipping, shredding, masticating, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimbers, skidders, dozers etc.

4. TOOLS AND EQUIPMENT:

The Contractor shall comply with the following requirements during the fire precautionary period, as defined by unit administering contracts:

The Fire Precautionary Period set by the RCDTC is April 2 through November 15 of any year.

- This contract ☒ requires, ☐ does not require, a Fire Box and associated Fire Tools according to CPRC Section 4428.

A. Fire Tools and Equipment: Contractor shall meet minimum requirements of Section 4428 of the California Public Resources Code (PRC). Fire tools kept at each operating landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

Trucks, tractors, skidders, masticators, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

B. Fire Extinguishers: Contractor shall equip each internal combustion yarder, fuel truck, and loader with a fire extinguisher for oil and grease fires (4-A:60-B:C).

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

All Fire Extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Contractor shall equip each mechanized machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, hot saws, stroke delimeter, etc), except tractors and skidders, with at least two 4-A:60-B:C fire extinguishers or equivalent.

C. Spark Arresters and Mufflers: Contractor shall equip each operating tractor and any other internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442 or tractors with exhaust-operated turbochargers. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the. National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws: Each power saw shall be equipped with a spark arrester approved according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, a size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can but not more than 300 feet from each power saw when used off cleared landing areas.

• This contract ☒ requires, ☐ does not require, Section 4E of the Fire Plan.

E. Tank Truck or Trailer: Contractor shall provide a **water tank truck or trailer** on or in proximity to Contract Area during Contractor's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active landing, unless otherwise excepted when Hot Saws or Masticators are being used. See Section 6 for specific contract requirements.

The tank shall contain at least 300 gallons of water available for fire suppression. Ample power and hitch shall be readily available for promptly and safely moving tanks over roads serving Contract Area. Tank truck or trailer shall be equipped with the following:

- (1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area using a 5/16 inch orifice in the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

T e m p	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		1000 0 Feet	
55	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	139	21
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	PS I	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
		P	SI	P	SI	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
		M		M		N	I	N	I	N	I	N	I	M	I	N	I	N	I	M	I	M

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

- (2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than approximately 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.
- (3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

- (4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

When Contractor is using Hot Saws or **Masticators**, an additional 250 feet of light weight hose, approved by the RCDTC, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in Section 6.

F. Compressed Air Foam System: A Compressed Air Foam System (CAFS) is a fire suppression system where compressed air is added to water and a foaming agent. By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio – 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, **Masticators** and similar equipment identified in Section 4 B. above may be substituted with a 3 gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in Section 6.

5. GENERAL

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the Project Manager or designated representative before burning, welding, or cutting metal or starting any warming fires. If contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Blasting:** Contractor shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.
- D. **Smoking:** Smoking **will not** be permitted at any time on the project site.
- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.
- F. **Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall call 911 to notify of any fires in Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to the Project Manager and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
Project Manager	Seronica Biggs	724 Main St Red Bluff Ca 96080	530-727-9983
District Manager	Jon Barrett	724 Main St Red Bluff Ca 96080	530-727-1280

▪ This contract ☒ requires, ☐ does not require, Section 5G of the Fire Plan.

- G. **Communications:** Contractor shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Contractor's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, RCDTC may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or agreed to alternative) and RCDTC via commercial telephone.

Procedures for Reporting a Wildfire or Medical Emergency

1. Contact **911** and clearly state that "This is an emergency call."
2. When reporting a fire, provide the following information:
 - Your Name
 - Call back telephone number
 - Project Name and Location; Descriptive location (Reference point) and Legal description (Township, Range, Section)
 - Fire Information: Including Acres, Rate of Spread and Wind Conditions
 - If location is off the main road system, send someone to guide emergency responders to scene.
3. In the event of fire - direct personnel and equipment to engage in fire suppression as soon as possible and continue the attack until relieved by Fire Agency personnel.
4. If it is a medical emergency, give aid to the victim(s) until first responders arrive.
5. Contact Project Manager and relay emergency information.

▪ This contract ☒ requires, ☐ does not require, Section 5H of the Fire Plan.

- H. **Fire Patrolperson:** Contractor shall furnish a qualified fire patrolperson each operating day when **Project Activity Level C or higher** is in effect. When on duty, sole responsibility of patrolperson shall be to patrol the operation for prevention and detection of fires, take suppression action where necessary and notify the RCDTC as required. This Fire patrol is required on foot, unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects.

The Contractor shall, prior to commencing work, furnish the following information relating to key personnel:

<u>Title</u>	<u>Name</u>	<u>Telephone Number</u>
<u>Fire Supervisor</u>		
<u>Fire Patrolperson</u>		



Tuolumne County Resource Conservation District (RCDTC) PO
Box 4394

Sonora, CA 95370

- I. **Clearing of Fuels:** Contractor shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	All running blocks shall be located in the center of an area cleared to mineral soil at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.

6. EMERGENCY PRECAUTIONS

Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Project Activity Levels applicable to this project shall be the predicted activity levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Contract Area Map Legend on Integrated Resource Service Contracts (IRSC's), and other contracts where applicable.

Fire Danger Rating Area/Fire Weather Station for Project To Be Determined

The U.S. Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. Generally, the

U.S. Forest Service will determine the following day's activity level by 6:00 PM.

Contractor shall obtain the predicted Project Activity Level from the U.S. Forest Service/Stanslaus National Forest Project Activity Line before starting work each day.

Phone Number or Website to obtain Predicted Activity Levels: 000-000-0000

PROJECT ACTIVITY LEVEL

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
A	Minimum requirements noted above in Sections 4 and 5.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.
Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.
Ev	1. The following activities may operate all day: a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by RCDTC. 3. All other conventional Mechanical Operations are permitted until 1:00 PM.

E	The following activities may operate all day: 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. All other activities are prohibited.
----------	--

This Project utilizes “The Project Activity Level” (PAL), an industrial operation’s fire precaution system. The following Climatology Chart indicates the Historic Activity Levels for the Project Fire Danger Rating Area or Fire Weather Station utilized on this Project. This is only a historical average of the Activity Levels for the identified Fire Danger Rating Area or Weather Station.

Attachment D

FOR ADMIN. USE ONLY
Amendments-date & S or M

NONINDUSTRIAL TIMBER MANAGEMENT PLAN

FOR ADMIN. USE ONLY

N - 2 NTMP # 2 - 002 - 5 - TEH

1. TGU
2. FGI
3. WQV
4. LAS NF
5. NMFSII
6. WYMAN
7. CHINOOK
8. STEELHEAD
9. Teh-cp
10. CGS
11. RT
12. _____

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY

Dates Rec'd MAY 03 2002
Date Filed MAY 13 2002
Date Approved SEP 17 2002

AMENDED

This Nonindustrial Timber Management Plan (NTMP) form, when properly completed, is designed to comply with the Forest Practice Act (FPA) and Board of Forestry and Fire Protection rules. If financial assistance is requested to cover some of the expenses of the NTMP, contact the local CDF Forestry Assistance Specialist prior to preparation of the NTMP. See separate instructions for information on completing this form. NOTE: The form must be printed legibly in ink, typewritten, or electronically printed. The NTMP is divided into six sections. If more space is necessary to answer a question, continue the answer at the end of the appropriate section of your NTMP. However, if writing an electronic version, insert additional space for your answer. Distinguish answers from questions by font change, bold or underline.

SECTION I - GENERAL INFORMATION

This NTMP conforms to my/our plan and upon approval, I/we agree to conduct harvesting in accordance therewith. Consent is hereby given to the Director of Forestry and Fire Protection, and his or her agents and employees, to enter the premises to inspect timber operations for compliance with the Forest Practice Act and Forest Practice Rules.

1. TIMBER OWNER(S) OF RECORD: Name Battle Creek Meadows Ranch, Inc.

Corporate address:

Address PO Box 8248

City Marysville State CA Zip 95901 Phone 530-742-7430

Ranch address: PO Box 155, Mineral, CA 96963, 530-595-3390

Signature Nathan G Hale Jr. Date 2/28/02

Nathan G Hale Jr., President, Battle Creek Meadows Ranch, Inc.,

NOTE: The timber owner is responsible for payment of a yield tax. Timber Yield Tax information may be obtained at the Timber Tax Division, State Board of Equalization, P.O. Box 942879, Sacramento, California 94279-0060; phone 1-800-400-7115; BOE Web Page at <http://www.boe.ca.gov>.

2. TIMBERLAND OWNER(S) OF RECORD: Name Battle Creek Meadows Ranch, Inc.

Corporate address:

Address PO Box 8248

City Marysville State CA Zip 95901 Phone 530-742-7430

Ranch address: PO Box 155, Mineral, CA 96963, 530-595-3390

Signature Nathan G Hale Jr. Date 2/28/02

Nathan G Hale Jr., President, Battle Creek Meadows Ranch, Inc.,

N - 2 - 0 2 - 0 0 2 - 5 - TEH

LICENSED TIMBER OPERATOR(S): Name TBA Lic. No. _____

Address _____

City _____ State _____ Zip _____ Phone _____

NOTE: If LTO is not known upon plan submission, submit information in a Notice of Timber Operations as per 14 CCR 1090.7.

Signature _____ Date _____

4. PLAN SUBMITTER(S): Nathan G Hale Jr., President , Battle Creek Meadows Ranch, Inc., 309 Pala Ave., Piedmont, CA
94611, 510- 654-0605

Signature *Nathan G. Hale Jr.* Date 2/28/02

N - 2 - 0 2 - 0 0 2 - 5 - TEH

Additional Landowner for Purposes of Road Use Only

Use of road on Sierra Pacific Industries land from Highway 36 to Cold Creek gate. Main road 1.4 miles and spur road 0.2 mile.

TIMBERLAND OWNER(S) OF RECORD: Name Sierra Pacific Industries, Inc.

Address PO Box 496014

City Redding State CA Zip 96049 Phone 530-378-8000

Signature Mike Mijel Date 11/9/01

PART OF PLAN

N - 2 - 0 2 - 0 0 2 - 5 - TEH

Additional Landowner for Purposes of Road Use Only

Use of road on Sierra Pacific Industries land from Highway 36 to Cold Creek gate. Main road 1.4 miles and spur road 0.2 mile.

TIMBERLAND OWNER(S) OF RECORD: Name Sierra Pacific Industries, Inc.

Address PO Box 496014

City Redding State CA Zip 96049 Phone 530-

Signature SEE ORIGINAL PAGE Date _____

Additional landowner, CalTrans, Joann Perkins, the Mineral City Water Company, and Sierra Pacific Industries are for road use only. No road construction nor reconstruction will be done on the roads. The Beresford property is for road and landing use. Two landings will be used as shown. A Class II watercourse, currently heavily rocked, will be used as is when dry. A THP on the Beresford property states that a twenty-four inch culvert will be installed here but has not yet been placed. If it is necessary to use this crossing when wet, an agreement with Mr. Beresford will be made and a DFG 1603 obtained for installation of the culvert. This is not expected to be necessary as there is very little timber to be accessed.

PART OF PLAN

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

RED BLUFF CA 96080

Postage	\$ 40.34	0926	Postmark here
Certified Fee	\$2.10	12	
Return Receipt Fee (Endorsement Required)	\$1.50		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 43.94	05/29/2002	

Sent To
MS. JOANN PERKINS
Street, Apt. No.
or PO Box No. **22026 GROVE CIR**
City, State, ZIP+4 **RED BLUFF CA 96080**
PS Form 3800, January 2001 See Reverse for Instructions

N - 2 - 02 - 002 - 5 - TEH

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

SCIO OR 97374

Postage	\$ 40.34	0926	Postmark here
Certified Fee	\$2.10	12	
Return Receipt Fee (Endorsement Required)	\$1.50		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 43.94	05/29/2002	

Sent To
David Beresford
Street, Apt. No.
or PO Box No. **42565 Valley View Rd.**
City, State, ZIP+4
PS Form 3800, January 2001 See Reverse for Instructions

PS Form 3800, January 2001 See Reverse for Instructions
City, State, ZIP+4
Street, Apt. No.
or PO Box No. **22026 GROVE CIR**
City, State, ZIP+4 **RED BLUFF CA 96080**

Postage	\$ 34	Total Postage & Fees	\$ 394
Certified Fee	8.10	Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)			

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

MINERAL CA 96063

Postage	\$ 40.34	0926	Postmark here
Certified Fee	\$2.10	12	
Return Receipt Fee (Endorsement Required)	\$1.50		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 43.94	05/29/2002	

Sent To
CALTRANS
MR. DAVID JUTHERLAND
Street, Apt. No.
or PO Box No. **BOX 69**
City, State, ZIP+4 **MINERAL CA 96063**
PS Form 3800, January 2001 See Reverse for Instructions

PART OF PLAN

Mineral City Water Co
c/o Ms. Joann Perkins
22026 Grove Circle
Red Bluff, CA 96080

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. DAVID BERESFORD
42565 VALLEY VIEW RD
SCIO, OREGON 97374

2. Article Number

(Transfer from service label)

7002 0510 0003 3834 1225

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-0

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Donna Beresford* ☐ Agent ☐ Address

B. Received by (Printed Name)

Donna Beresford ☐ C. Date of Delivery

6/3/02

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. DAVID SUTHERLAND
CAL TRANS
BOX 69
MINORAL, CA 96063

2. Article Number

(Transfer from service label)

7002 0510 0003 3834 1218

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-0

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Karl Bailey* ☐ Agent ☐ Address

B. Received by (Printed Name)

Karl Bailey ☐ C. Date of Delivery

5/30/02

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☒ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MS JOANN PERKINS
22026 GROVE CIR
RED BLUFF, CA
96080

2. Article Number

(Transfer from service label)

7002 0510 0003 3834 1195

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-0

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Joann Perkins* ☐ Agent ☐ Address

B. Received by (Printed Name)

Joann Perkins ☐ C. Date of Delivery

JUN 10 2002

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

3.233

PART OF PLAN

David L. Sellars N - 2 - 0 2 - 0 0 2 - 5 - TEH

Registered Professional Forester #1875

Lic. Timber Operator #A-1494

P.O. Box 6292, Chico, CA 95927-6292

530-893-9727

29 May 2002

Mineral City Water Co
c/o Ms. Joann Perkins
22026 Grove Circle
Red Bluff, CA 96080

Dear Ms. Perkins,

The NTMP being reviewed for the Battle Creek Meadows Ranch requires access to a road running on the west side of the Ranch to the Church Camp. The road for most of its length is upon the Ranch. It appears that a short length of this road where it leaves Highway 36 is upon Water Co. property. I am therefore notifying you, by certified mail, as required by the Forest Practice Rules, that I am adding the Water Co. to the Notice of Preparation for the NTMP for access purposes only. Please contact me if there are problems or concerns with this action.

Thank you.

Sincerely,

David L. Sellars

PART OF PLAN

David L. Sellars

Registered Professional Forester #1875

Lic. Timber Operator #A-1494

N - 2 - 0 2 - 0 0 2 - 5 - TEH

P.O. Box 6292, Chico, CA 95927-6292

530-893-9727

29 May 2002

Ms. Joann Perkins
22026 Grove Circle
Red Bluff, CA 96080

Mr. David Beresford
42565 Valley View Rd.
Scio, Oregon 97374

Dear Ms. Perkins and Mr. Beresford

You are the listed owners of property in Sections 24 and 25, T29N R3E, MDB&M which is on the west side of a portion of the Battle Creek Meadows Ranch. This is directly north of the Town of Mineral. There is a section of road upon your properties that accesses this part of the Ranch. I have been advised that the Ranch has the right to use this road. The Non-Industrial Timber Management Plan I have written for the Ranch is currently under review and CDF is requiring that you be named as an additional landowners for use of this road.

I am therefore notifying you, by certified mail, as required by the Forest Practice Rules, that I am adding your names to the Notice of Preparation for the NTMP. Please contact me if there are problems or concerns or if my understanding of the matter regarding the road is in error.

It would also be appreciated if we could use currently existing landing areas on your parcel. It is my understanding that such use has been permitted in the past.

Thank you.

Sincerely,

David L. Sellars

3.4 3.5

PART OF PLAN

David L. Sellars

Registered Professional Forester #1875

Lic. Timber Operator #A-1494

N - 2 - 0 2 - 0 0 2 - 5 - TEH

P.O. Box 6292, Chico, CA 95927-6292

530-893-9727

29 May 2002

Mr. David Sutherland
CalTrans
Box 69
Mineral, CA 96063

Dear Mr. Sutherland,

I am preparing an NTMP for timber management on the Battle Creek Meadows Ranch. A small portion of the Ranch adjoins the Cal Trans yard on the west. Mr. Dan Foster, Ranch foreman and part time Cal Trans employee, has shown me how access to the timber has been made in the past by skirting the fence for about fifty feet on Cal Trans. He has advised me that he believes that this use would be permitted in the future. I am, therefore, adding Cal Trans on to the plan as an additional landowner for use of this access only. The Forest Practice Rules require that I so notify you by certified letter.

In a related matter, the CDF inspector has raised the issue of the use of the gates along both Highway 36 and 172. These have been used to access the various units for a long time with no problems and I am assuming that their continued use is going to be allowed.

If you have concerns or comments, please contact me directly.

Thank you.

Sincerely,

David L. Sellars

PART OF PLAN N - 2 - 0 2 - 0 0 2 - 5 - 1ED

5. a. If LTO is not present on-site, list person to contact on-site who is responsible for the conduct of the operation. If unknown, so state, but name must be included on each Notice of Timber Operations or amended into NTMP.

Name TBA

There is no public access to the Ranch and all gates are kept locked for security. This is an active cattle ranch with cattle present in all seasons except winter. Much of the meadow/pastureland is irrigated and this may prevent use of certain roads and trails for access from time to time.

During active timber harvest operations, the CDF inspector will notify the ranch foreman, timberland owner, or the RPF of his/her presence on the NTMP area. Access to the non-NTMP area will be cleared prior to access. A phone message left on the answering machine of the Ranch Foreman will serve as notification. The Ranch Foreman is Dan Foster, 530-595-3293. This will allow the foreman notice of someone being on the Ranch and aid in preventing the Inspector from being inadvertently locked in. During times when there is no active logging and/or when the Inspector is accompanied by representatives of other State agencies, he/she must make verbal contact with the Foreman prior to entering the Ranch. It is suggested that the CDF inspector leave another phone message when he/she leaves if contact has not been made with someone from the Ranch.

- b. ☒ Yes ☐ No Will the timber operator be employed for the construction and maintenance of roads and landings during conduct of timber operations? If no, who is responsible?

The LTO shall maintain roads and landings used in the operations during the harvest. Any construction of roads and maintenance of ranch roads not used in the harvest operations will be the responsibility of the Ranch.

Who is responsible for erosion control maintenance after timber operations have ceased and until certification of the Work Completion Report? If not the LTO, then a written agreement must be provided per 14 CCR 1050 (c).

The LTO shall be so responsible until the Work Completion Report is certified.

6. Expected date of commencement of timber operations, which in addition will require filing a Notice of Timber Operations: ☒ date of NTMP conformance, or ☐ SEP 17 2002 (date)

NTMO will be filed immediately after NTMP is approved.

7. The timber operation will occur within the:

☒ NORTHERN FOREST DISTRICT

8. Location of the timber operation by legal description:

Base and Meridian: ☒ Mount Diablo; ☐ Humboldt; ☐ San Bernardino.

Sections	Township	Range	Acreage	County	Assessor's Parcel Number (Optional)
por 24,26,25,35,36	T29N	R3E	557	Tehama	
por 19,20,30,31	T29N	R4E	395	Tehama	

TOTAL ACREAGE 952 (Logging Area Only)

9. Planning Watershed: CALWATER Version, Identification Number, and Name:___

Martin Creek, 5507.120501

Cold Creek, 5507.120502

Nanny Creek, 5507.120503

All three watersheds are listed as impaired, however, the Dept. of Fish and Game has determined that anadromous salmonids are not found upstream of Angel Falls which is a number of miles downstream of the Ranch. Therefore the DFG has decided

PART OF PLAN

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that none of the Ranch must be treated as if it was within an impaired watershed and the requirements of 936.9 need not be met.

10. ☐ Yes ☒ No Has a Timberland Conversion been submitted and approved? If yes, list approval date, permit number, and expiration date.
11. ☐ Yes ☒ No Is there a THP or NTMP on file with CDF for any portion of the plan area for which a report of satisfactory stocking has not been issued by CDF? If yes, identify the THP or NTMP number(s):
12. ☒ Yes ☐ No Was a Notice of Preparation (NOP) posted as required by 14 CCR 1090.2 (g)? Who posted the Notice?

David L. Sellars, RPF #1875

On 9 July 2001, a letter was sent to each of the property owners of record within three hundred feet of the Ranch advising them that an NTMP was being prepared and briefly outlining the intended management. A copy of this letter was also sent to CDF in Redding. A copy of this letter is included in this Plan.

Two replies were received. Copies of these replies are contained within the Plan.

13. RPF preparing the NTMP: Name David L. Sellars RPF Number 1875

Address PO Box 6292

City Chico State CA Zip 95927 Phone 530-893-9727

Am # 1

Am # 5

- a. ☒ Yes ☐ No I have notified the plan submitter(s), in writing, of their responsibilities pursuant to Title 14 CCR 1090.9 - .10 of the Forest Practice Rules, of their responsibilities for compliance with the Forest Practice Act and Board rules, and where applicable, Board rules regarding site preparation, stocking, and maintenance of roads, landings, and erosion control facilities.
- b. ☒ Yes ☐ No I or my supervised designee will meet with the LTO prior to commencement of operations to advise of sensitive conditions and provisions of the plan pursuant to 14 CCR 1090.11.
- c. ☒ Yes ☐ No I will provide the LTO with a copy of the approved NTMP and Notice of Timber Operations (NTO) as per 14 CCR 1090.09(e) and (g). If no, who will provide the LTO a copy of the approved NTMP, subsequent amendments, and NTO?

d. I have the following authority and responsibilities for preparation and administration of the NTMP and timber operation. (Include both work completed and work remaining to be done):

I am responsible for developing the NTMP and following it to approval. I will sample mark twenty acres. This sample mark may or may not be included, in part or whole, within the initial harvest operations.

The Board is aware that a Notice of Timber Operations must be filed for each year in which harvesting takes place. This must be prepared by an RPF and submitted to CDF. The RPF must certify that the management goals and time frame for meeting them are on line. The RPF may determine the appropriate manner for assessment.

e. Additional required work requiring an RPF, which I do not have the authority or responsibility to perform:

NONE

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f. After considering the rules of the Board of Forestry and Fire Protection and the mitigation measures incorporated in this NTMP, I have determined that the timber operation:

[] will have a significant adverse impact on the environment. (Statement of reasons for overriding considerations contained in Section III)

[X] will not have a significant adverse impact on the environment.

Registered Professional Forester: I certify that I, or my supervised designee, personally inspected the NTMP area, and this plan complies with the Forest Practice Act, the Forest Practice Rules and the Professional Foresters Law.

Signature



Date

24 FEB 02

PART OF PLAN

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SECTION II - PLAN OF TIMBER OPERATIONS

NOTE: If a provision of this NTMP is proposed that is different than the standard rule, the explanation and justification required must be included in Section III of the NTMP

14. a. Check the Silvicultural methods or treatments allowed by the rules that are to be applied under this NTMP. Specify the option chosen to demonstrate Maximum Sustained Production (MSP) according to 14 CCR 913 (933, 953).11. If more than one method or treatment will be used show boundaries on map and list approximate acreage for each.

[X] Selection _____ ac. [X] Group Selection _____ ac. [] Transition _____ ac.
 [X] Commercial Thinning _____ ac. [] Road Right of Way _____ ac. [X] Sanitation Salvage _____ ac.
 [X] Special Treatment Area _____ ac. [] Rehab of Understocked Area _____ ac. [X] Fuelbreak _____ ac.
 [] Alternative _____ ac. [] Conversion _____ ac. [] Non Timberland area _____ ac.
 [X] NTMP _____ ac. 952 ac.

Total acreage 952 ac.: Explain if total is different than in Item 8. MSP option chosen: (a) [] (b) [] (c) [X]

Unit #	acreage	Primary Silviculture Methods
1 & 2	143	F/DS, Sel, SS
3	85	F/DS, Sel, SS
4	134	F/DS, Sel, SS
5	91	F/DS, Sel, SS
6	49	Sel, SS
7	36	Sel, SS
8	127	Sel, SS
9	75	Sel, SS
10 N	57	Sel, SS
10 S	51	Sel, SS
11	98	SS, F/DS
12	6	Sel, SS

F/DS, Fuelbreak/: Defensible Space
 Sel.: Selection
 SS: Sanitation Salvage

- b. If Selection, Group Selection, Commercial Thinning, Sanitation Salvage or Alternative methods are selected, the post harvest stand stocking levels (differentiated by site if applicable) must be stated in the NTMP. Note mapping requirements of 14 CCR 1090.5 (x) (12).

Selection: 100 Sq. Ft. BA on Site Class I; 75 sq. ft. on Site Class II. - 933.2 (a)(A) 1, 2.

Also eight eighteen in DBH trees per acre shall be retained. Trees 24 inch DBH plus count as two trees.

Commercial Thinning: Site I Mixed Conifer 125 Sq. ft. BA Where 50% or more of basal area is pine: 100 sq. ft./ac

Site II mixed Conifer 100 sq. ft. BA Where 50% or more is pine: 75 sq. ft./ac/

Also eight eighteen in DBH trees per acre shall be retained. Trees 24 inch DBH plus count as two trees.

Sanitation Salvage: 100 Sq. Ft. BA on Site Class I; 75 sq. ft. on Site Class II.

Also eight eighteen in DBH trees per acre shall be retained. Trees 24 inch DBH plus count as two trees. (Seed Tree Retention Standards as per 933.1 (c)(1)(A))

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Fuelbreak/ Defensible Space: 100 Sq. Ft. BA on Site Class I; 75 sq. ft. on Site Class II.

Also eight eighteen in DBH trees per acre shall be retained. Trees 24 inch DBH plus count as two trees. (Seed Tree Retention Standards as per 933.1 (c)(1)(A))

- c. Trees to be harvested or retained must be marked by or marked under the supervision of the RPF. Specify how the trees will be marked/designated:

Blue tree marking paint will be used to mark harvest trees. In areas where density of the stand is to be significantly reduced, the boundaries will be flagged and leave trees marked in yellow or orange tree marking paint.

- [] Yes [X] No Is a waiver of marking by the RPF requirement requested? If yes, how will LTO determine which trees will be harvested or retained? If more than one silvicultural method or Group Selection is to be used, how will LTO determine boundaries of different methods or groups?

- d. Forest Products to be harvested: Sawlogs, cedar for rails, biomass

- e. [] Yes [X] No Are group B species proposed for management?
[] Yes [X] No Are group B or non-indigenous A species to be used to meet stocking standards?
[] Yes [X] No Will group B species need to be reduced to maintain relative site occupancy of A species?

If any answer is yes, list the species, describe treatment, and provide the LTO with necessary felling and slash treatment guidance. Explain who is responsible and what additional follow-up measures of manual treatment or herbicide treatment is to be expected to maintain relative site occupancy of A species. Explain when a licensed Pest Control Advisor shall be involved in this process.

- f. Other instructions to LTO concerning felling operations. Avoid damage to designated wildlife trees. Trees are marked with yellow plastic tag "WILDLIFE TREE"

- g. [] Yes [X] No Will artificial regeneration be required to meet stocking standards?

- h. [] Yes [X] No Will site preparation be used to meet stocking standards? If yes, provide the information required for a site preparation addendum, as per 14 CCR 915.4 (935.4, 955.4).

Due to the desire to regenerate a portion of the skid trails and landings, and the desire to increase the amount of certain species in the stand, Site prep and artificial regeneration may be used but will not be necessary to meet stocking requirements

- i. If the rehabilitation method is chosen, provide a regeneration plan as required by 14 CCR 913 (933, 953) .4(b).
Not chosen

PESTS

15. a. [] Yes [X] No Is this NTMP within an area that the Board of Forestry and Fire Protection has declared a Zone of Infestation or Infection pursuant to PRC 4712-4718? If yes, identify feasible measures being taken to mitigate adverse infestation or infection impacts from the timber operation. See 14 CCR 917 (937, 957) .9 (a).
b. [X] Yes [] No If outside a declared zone, are there any insect, disease or pest problems of significance in the NTMP area? If yes, describe the proposed measures to improve the health, vigor and productivity of the stand(s).

Scolytus ventralis, the fir engraver beetle, on true firs. Pine bark beetles on Ponderosa pine.

Reducing the basal area of overstocked stands, removing mature and overmature timber over time, and removing risk trees, as described in the Silviculture section will improve forest conditions and should reduce the incidence of these insect losses to low levels. Drought conditions have factored into the outbreaks of insects and may do so in the future. While a health forest may retard insect problems, drought conditions may not be mitigated.

There is mistletoe in some areas. Unit #7 has heavy mistletoe on Incense cedar. Infected trees need to be selected out when possible.

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HARVESTING PRACTICES

16. Indicate type of yarding system and equipment to be used:

GROUND BASED*

a. ☒ Tractor, including end/long lining

b. ☒ Rubber tired skidder, Forwarder

c. ☒ Feller buncher

CABLE

d. ☐ Cable, ground lead

e. ☐ Cable, high lead

f. ☐ Cable, Skyline

SPECIAL

g. ☒ Animal

h. ☐ Helicopter

i. ☐ Other _____

* All tractor operations restrictions apply to ground based equipment.

17. Erosion Hazard Rating: Indicate Erosion Hazard Ratings present on NTMP. (Must match EHR worksheets)

Low ☐ Moderate ☒ High ☐ Extreme ☐

The flat areas of the timberland have an EHR of LOW based on a sum of factors of 48. The areas containing slopes have a MODERATE rating based on a sum of factors of 51. Due to the sensitivity of the watershed, the entire NTMP area is being assigned a MODERATE rating. The practical significance of this on the ground is minimal. Most of the skid trails that require waterbars are so short that only one waterbar will be required anyway.

If more than one rating is checked, areas must be delineated on map to 20 acres in size (10 acres for high and extreme EHRs in the Coast District).

18. Soil Stabilization:
In addition to the standard waterbreak requirements describe soil stabilization measures or additional erosion control measures to be implemented and the location of their application, as per requirements of 14 CCR 916.7 (936.7, 956.7) and 923.2 (943.2, 963.2) (m), and 923.5 (943.5, 963.5) (f).

Waterbars shall be placed prior to October 15th of each year on skid trails and landings. Between October 15th and November 15th and April 1st to May 1st, waterbars shall be placed on all constructed skid trails and tractor roads prior to sunset, or the end of the day, if earlier, if the National Weather Service forecast is a "chance" (30% or more) of rain within the next 24 hours. (934.6 (a) (1) and (2)).

During the winter period of November 15th to April 1st, erosion control structures shall be installed on all constructed skid trails and tractor roads prior to the end of the day if the U.S. Weather Service forecast is a "chance" (30% or more) of rain before the next day, and prior to weekend or other shutdown periods> (934.7 (b) (2)).

Maximum distance between Waterbreaks 934.6 (a) (2) (c) in feet

EHR	road or trail gradient (%)		
	10 or less	11-25	26-50
MODERATE	200	150	100

Within Class I and II WLPS's, where mineral soil exceeding 800 square feet is exposed by timber operations, the exposed soil shall be treated by mulching with two inches of straw or wood chips prior to October 15th of the year in which the disturbance occurred. If the disturbance occurs after October 15th, treatment shall be done no later than 10 days latter. This does not apply to the traveled surface of roads.

19. ☐ Yes ☒ No Are tractor or skidder constructed layouts to be used? If yes, specify the location and extent of use:
20. ☐ Yes ☒ No Will ground based equipment be used within the area(s) designated for cable yarding? If yes, specify the location and for what purpose the equipment will be used? See 14 CCR 914.3 (934.3, 954.3) (e). No Cable yarding

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21. Within the NTMP area will ground based equipment be used on:
- a. ☐ Yes ☒ No Unstable soils or slide areas? Only allowed if unavoidable. None on NTMP
 - b. ☐ Yes ☒ No Slopes over 65%? None on NTMP
 - c. ☐ Yes ☒ No Slopes over 50% with high or extreme EHR? None on NTMP
 - d. ☐ Yes ☒ No Slopes between 50% and 65% with moderate EHR where heavy equipment use will not be restricted to the limits described in 14 CCR 914 (934, 954) .2 (f) (2) (i) or (ii)? None on NTMP
 - e. ☐ Yes ☒ No Slopes over 50% which lead without flattening to sufficiently dissipate water flow and trap sediment before it reaches a watercourse or lake? None on NTMP
22. ☐ Yes ☒ No Are any alternative practices to the standard harvesting or erosion control rules proposed for this plan? If yes, provide all of the information as required in 14 CCR 914.9 (934.9, 954.9) and 1090.5 (ee) in Section III. List specific instructions to the LTO below.

WINTER OPERATIONS

23. a. ☒ Yes ☐ No Will timber operations occur during the winter period? If yes, complete "b.", and then "c." or "d." State in space provided if exempt because yarding method will be cable, helicopter, or balloon.
- b. ☐ Yes ☒ No Will mechanical site preparation be conducted during the winter period? If yes, complete "d."
- c. ☒ I choose the in-lieu option as allowed in 14 CCR 914 (934, 954) .7 (c) and 1090.5 (bb). Specify below the procedures listed in subsections (1) and (2), and list the site specific measures for operations in the WLPZ and unstable areas as required by subsection (3), if there will be no winter operations in these areas, so state.
- d. ☐ I choose to prepare a winter operating plan per 14 CCR 914 (934, 954) .7 (b) and 1090.5 (bb).

SEP 13 10 15 AM '02

CDF
COAST-CASCADE**WINTER OPERATIONS for: Battle Creek Meadows Ranch**As per 934.7 (c), the following standard measures are incorporated into the plan.1) Tractor yarding or the use of tractors for constructing layouts (not used on this NTMP), firebreaks, or other tractor roads shall be done only during dry, rainless periods where soils are not saturated.

Saturated soils are defined by the rules as: that site conditions are sufficiently wet that timber operations displace soils in yarding or mechanical site preparation areas or displace road and landing surface materials in amounts sufficient to cause turbidity increase in drainage facilities that discharge into Class I, II, III, or IV waters, or in downstream Class I, II, III, or IV waters that is visible or would violate applicable water quality requirements.

In yarding and site preparation areas, this condition may be evidenced by:

- a) reduced traction by equipment as indicated by spinning or churning of wheels or tracks in excess of normal performance,
- b) inadequate traction without blading wet soil,
- c) soil displacement in amounts that cause visible increase in turbidity of the downstream waters in receiving Class I, II, III, or IV waters, or
- d) creation of ruts greater than would be normal following a light rainfall

On logging roads and landing surfaces, this condition may be evidenced by:

- a) reduced traction by equipment as indicated by spinning or churning of wheels or tracks in excess of normal performance,
- b) inadequate traction without blading wet soil,

Reviewed by: Vic
Dist by: 9-13-02
Dist. Date: mm
RU PS
ES 1 TO
MC 5 TLO
ARCH LTO
RPF DMG
INSP BOE
OTHER:
FPS
Status: POP

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- c) soil displacement in amounts that cause visible increase in turbidity of the downstream waters in receiving Class I, II, III, or IV waters, or
- d) pumping of road surface materials by traffic, or
- e) creation of ruts greater than would be created by traffic following normal road watering, which transports surface material to a drainage facility that discharges directly into a watercourse.

EXCEPTION: Snow Covered Ground Conditions: Operations will be allowed when the following conditions are met:

Snow, when compacted by heavy equipment, leaves no exposed soil, unless soil is hard frozen. Hard frozen conditions means those frozen soil conditions where loaded or unloaded vehicles can travel without sinking into the road surfaces to a depth of more than six inches over a distance of more than 25 feet.

2) Installation of drainage facilities and structures is required from October 15 to May 1 on all constructed skid trails and tractor roads prior to sunset if the National Weather Service forecast is a chance (30% or more) of rain within the next 24 hours, and prior to weekend or other shutdown periods.

3) site specific measures needed to comply with 14 CCR 934 for operations within the WLPZ and unstable areas (if any) during the winter period are: If work is being done when soils are wet and there is a reasonable likelihood that the portion of the haul road within the WLPZ is likely to contribute sediment to the Class I or II watercourse, the road must be rocked or otherwise treated to minimize sediment travel. If this is not feasible, the road must be waterbarred and not used until dry conditions prevail.

4) Harvesting within Class I and II WLPZ's may be done during the initial part of the winter period if conditions remain dry. Once soils become saturated, all harvesting within the WLPZ must stop until the end of the winter season.

The above does not apply to site prep work involving a tractor and rake combination which may not be done during the winter period. Removing slash using a grapple or other suitable means may be done during the winter period provided that mineral soil exceeding 800 square feet within a Class I or II WLPZ is not exposed.

NOTE: All water breaks and rolling dips must be installed by October 15 or as prescribed above. For the purposes of installing drainage facilities and structures, waterbreaks, and rolling dips, the winter period is from October 15 to May 1.

Erosion hazard rating on this NTMP is MODERATE

Tractor or skidder yarding is specified. There will be no constructed skid trails.

The operating period will be any time the soils are not saturated as set forth above.

Precipitation may be in the form of rain, snow, or a combination.

Ground conditions may be wet but not saturated during operations. Soils could be frozen.

The Silvicultural system is any specified for this NTMP Ground cover is generally duff with some open ground.

There are watercourses on the NTMP operations area.

Equipment will not be used when soils are saturated or when excessive soil disturbance or churning is likely to occur.

There are no identified unstable areas.

ROADS AND LANDINGS

24. Will any roads be constructed? ☐ Yes ☒ No, or reconstructed? ☐ Yes ☒ No. If yes, check items a through g.
 Will any landings be constructed? ☐ Yes ☒ No, or reconstructed? ☐ Yes ☒ No. If yes, check items h through k:
- a. ☐ Yes ☒ No Will new or reconstructed roads be wider than single lane with turnouts?
 - b. ☐ Yes ☒ No Are logging roads proposed in areas of unstable soils or known slide-prone areas?
 - c. ☐ Yes ☒ No Will new roads exceed a grade of 15% or have pitches of up to 20% for distances greater than 500 feet? Map must identify any new or reconstructed road segments that exceed an average 15% grade for over 200 feet.
 - d. ☐ Yes ☒ No Are roads to be constructed or reconstructed, other than crossings, within the WLPZ of a watercourse? If yes, completion of NTMP Item 27 a. will satisfy required documentation.
 - e. ☐ Yes ☒ No Will roads longer than 100 feet in length be located on slopes over 65%, or on slopes over 50% which are within 100 feet of the boundary of a WLPZ?
 - f. ☒ Yes ☐ No Will any roads or watercourse crossings be abandoned?
 - g. ☐ Yes ☒ No Are exceptions proposed for flagging or otherwise identifying the location of roads to be constructed?
 - h. ☐ Yes ☒ No Will any landings exceed one half acre in size? If any landing exceeds one quarter acre in size or requires substantial excavation the location must be shown on the map.
 - i. ☐ Yes ☒ No Are any landings proposed in areas of unstable soils or known slide prone areas?
 - j. ☐ Yes ☒ No Will any landings be located on slopes over 65% or on slopes over 50% which are within 100 feet of the boundary of a WLPZ?
 - k. ☒ Yes ☐ No Will any landings be abandoned?

There are over ten additional truck road crossings that will be required on the NTMP. The Ranch Manager has chosen to install them at the present time under one DFG 1603 even though some may not be required for immediate operations. A 1603 is being prepared to be submitted to DFG as soon as the NTMP is in enough of final form that a final draft can be submitted with it. A tentative map of these crossings is included with the NTMP but is subject to change when reviewed by DFG.

25. If any section in item 24 is answered yes, specify site-specific measures to reduce adverse impacts and list any additional or special information needed by the LTO concerning the construction, maintenance and/or abandonment of roads or landings as required by 14 CCR Article 12, and 1090.5 (r, cc, ff, hh, ii). Include required explanation and justification in NTMP Section III.

ITEMS 24 f and k. As explained elsewhere in the Plan, there are an excessive number of skid trails and landings on the Ranch which need to be returned to production. These will be abandoned as they are identified and any used for them has ended. The primary method of abandonment will be ripping for planting. All of the landings and most all the skid trails are on flat ground. No skid trails exceed 30% slope. Erosion due to ripping is not a problem.

Abandoned landings for which ripping is not anticipated for a period of time and/or where they are adjacent to wet meadow areas, will be drained as appropriate to prevent ponding and erosion.

The Ranch timberland is behind gates and public access is not allowed. It is not necessary to block roads as required by 943.8 (a). Given the flat terrain, it would unvariably be possible to simply drive around such blockages.

WATERCOURSE AND LAKE PROTECTION ZONE (WLPZ) AND DOMESTIC WATER SUPPLY PROTECTION MEASURES:

26. a. ☒ Yes ☐ No Are there any watercourse or lakes which contain Class I through IV waters on or adjacent to the plan area? If yes, list the class, WLPZ or ELZ width, and protective measures determined from Table I and/or 14 CCR 916 (936, 956) .4 (c) of the WLPZ rules for each watercourse. Specify if Class III or IV watercourses have WLPZ, ELZ or both.

FLAGGING OF WLPZ's:

The provisions of Sections 936.4 and 936.5 will be met on this NTMP by flagging of WLPZ's, when required, PRIOR TO OPERATIONS. There are no slopes on this Plan over 30% that would require flagging of Class I WLPZ's prior to the PHI.

The initial harvest will be done over approximately ten years. Flagging placed before the PHI would not last through the initial harvest period.

Class I Watercourse Protection Measures (Battle Creek, Martin Creek, Bear Wallow Creek, Nanny Creek, and Summit Creek)

WLPZ width 75 feet. There are no slopes adjacent to any Class I that exceed 10%

"B" WLPZ shall be clearly identified on the ground by the RPF who prepared the plan, or his designee, with paint, flagging, or other suitable means, *prior to the start of timber operations.*

"D" To ensure retention of shade canopy filter strip properties of the WLPZ and the maintenance of a multi-storied stand for protection of values described in 14 CCR 916.4 (b) [936.4 (b), 956.4 (b)], a base mark below the cut line of residual *or* harvest trees within the zone shall be done in advance of the preharvest inspection by the RPF, or supervised designee. Except in planning watersheds determined to contain coho salmon, chinook salmon, or steelhead, sample marking is satisfactory in those cases where the Director determines it is adequate for the plan evaluation. When sample marking has been used, all marking shall be done in advance of falling operations within the WLPZ.

"G" To protect water temperature, filter strip properties, upslope stability, and fish and wildlife values, at least 50% of the overstory and 50% of the understory canopy covering the ground and adjacent waters shall be left in a well distributed multi-storied stand composed of a diversity of species similar to that found before the start of operations. The residual overstory canopy shall be composed of at least 25% of the existing overstory conifers. Species composition may be adjusted consistent with the above standard to meet on-site conditions when agreed to in the THP by the RPF and the Director.

Protection Measures from 936.5 and 936.4. for Class II watercourse:

WLPZ width is 50 feet. There are no slopes adjacent to any Class II that exceed 10%

"B" WLPZ shall be clearly identified on the ground by the RPF who prepared the plan, or his designee, with paint, flagging, or other suitable means, *prior to the start of timber operations.*

"E" To ensure retention of shade canopy filter strip properties and the maintenance of wildlife values described in 14CCR 936.4 (b), a base mark shall be placed below the cut line of the residual or harvest trees within the zone and shall be done in advance of timber falling operations by the RPF who prepared the plan, or his designee.

"I" To protect water temperature, filter strip properties, upslope stability, and fish and wildlife values, at least 50% of the total canopy covering the ground shall be left in a well distributed multi-storied stand configuration composed of a diversity of species similar to that found before the start of operations. The residual overstory canopy shall be composed of at least 25% of the existing

overstory conifers. Due to the variability in Class II watercourses, these percentages and species composition may be adjusted to meet on-site conditions when agreed to by the RPF and the Director in the THP.

Protection Measures from 936.5 and 936.4. for Class III watercourse:

ELZ width is 25 feet. There are no slopes adjacent to any Class III that exceed 30%.

Equipment Limitation: Equipment use within twenty-five feet of the Class III is limited to entering and exiting by most direct means. Skid trails are not permitted to parallel Class III within twenty-five feet. Tractor crossings should be limited in number to the minimum reasonable and should use previous crossings where possible. Crossings must be dry when used. Crossings must be restored immediately their use has ended.

“C” In site specific cases, the RPF may provide in the plan, or the director may require, that the WLPZ be clearly identified on the ground with flagging or other suitable means *prior to the start of timber operations.*

“F” Residual or harvest tree marking within the WLPZ may be stipulated in the THP by the RPF or required by the Director in site-specific cases to ensure retention of filter strip properties or to maintain soil stability of the zone. The RPF shall state in the THP if marking was used in these zones.

“H” At least 50% of the understory vegetation present before operations shall be left living and well distributed within the WLPZ to maintain soil stability. This percentage may be adjusted to meet on-site conditions when agreed to in the THP by the RPF and the Director. Unless required by the Director, this shall not be construed to prohibit broadcast burning with a project type burning permit for site preparation.

Protection Measures from 936.5 and 936.4. for Class IV watercourse:

ELZ width is 25 feet. There are no slopes adjacent to any Class IV that exceed 30%.

Equipment Limitation: Equipment use within twenty-five feet of the Class IV is limited to entering and exiting by most direct means. Skid trails are not permitted to parallel Class IV within twenty-five feet. Tractor crossings should be limited in number to the minimum reasonable and should use previous crossings where possible. Crossings must be dry when used or a pipe placed in them. Crossings must be restored immediately their use has ended.

“C” In site specific cases, the RPF may provide in the plan, or the director may require, that the WLPZ be clearly identified on the ground with flagging or other suitable means *prior to the start of timber operations.*

“F” Residual or harvest tree marking within the WLPZ may be stipulated in the THP by the RPF or required by the Director in site-specific cases to ensure retention of filter strip properties or to maintain soil stability of the zone. The RPF shall state in the THP if marking was used in these zones.

“I” To protect water temperature, filter properties, upslope stability, and fish and wildlife values, at least 50% of the total canopy covering the ground shall be left in a well distributed multi-storied stand configuration composed of a diversity of species similar to that found before the start of operations. The residual overstory canopy shall be composed of at least 25% of the existing overstory conifers. Due to the variability in Class II watercourses these percentages and species composition may be adjusted to meet on-site conditions when agreed to by the RPF and the Director in the NTMP.

WET AREA PROTECTIONS (936.3)

For purposes of this NTMP, all meadow areas exceeding 1/4 acre in size shall be considered wet areas and avoided. The RPF shall flag the edge of all meadows adjacent to harvest areas prior to operations. An ELZ of twenty-five feet shall exist around all meadow and wet areas. Trucks and tractor use within this area shall be limited to existing truck and tractor roads where there is no other reasonable access and where such use shall not result in observable erosion. Such roads and skid trails shall be flagged prior to use. Skidders and tractors must keep at least half the machine on the skid trail. For example: a grapple skidder may back the rear wheels off the skid road to reach a log but the front tires must remain on the trail.

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One exception to the above is within Unit 6 adjacent to the road. A small area of pine exists within a horseshoe shaped wet area. This area contains no existing skid trails. Skidders will be allowed to enter this area to remove timber but will limit equipment use, to the extent possible, to the center of the area.

No landings shall be used which are within twenty-five feet of a wet area. **EXCEPTION:** In-lieu practice # 4.

No operations will be conducted when soils are saturated as defined in Item #23.

All temporary tractor crossings of Class III and IV watercourses shall be shown on a map submitted with the annual Completion Report.

- b. ☒ Yes ☐ No Are there any watercourse crossings that require mapping per 14 CCR 1095.7 (x)?
- Culverts are in on the main Ranch road along the east and south sides of the Ranch. There will be approximately twelve additional culverts placed on the main road and three other roads along with an additional railcar bridge.**
- Note: there will be a railcar bridge placed in a meadow location for use in other Ranch operations. This is not part of the NTMP.**
- c. ☒ Yes ☐ No Will tractor road watercourse crossings involve the use of a culvert? If yes state minimum diameter and length for each culvert (may be shown on map).
- A half culvert will be placed in a Class II in Unit 10N directly west of the upper landing. Minimum length will be 16 feet. Minimum diameter measured along the bottom will be 48 inches or whatever is specified in an approved DFG 1603.**
- d. ☒ Yes ☐ No Is this NTMP Review Process to be used to meet Department of Fish and Game CEQA review requirements? If yes, attach the 1603 Addendum below or at the end of this Section II; provide the background information and analysis in Section III; list instructions for LTO below for the installation, protection measures and mitigation measures; see CDF Mass Mailing, 07/02/1999, "Fish and Game Code 1603 Agreements and THP Documentation".
27. Are site specific practices proposed in-lieu of the following standard WLPZ practices?
- a. ☒ Yes ☐ No Prohibition of the construction or reconstruction of roads, construction or use of tractor roads or landings in Class I, II, III, or IV watercourses, WLPZs, marshes, wet meadows, and other wet areas except as follows:
- (1) At prepared tractor road crossings.
 - (2) Crossings of Class III watercourses which are dry at time of timber operations.
 - (3) At existing road crossings.
 - (4) At new tractor and road crossings approved by Department of Fish and Game.
- b. ☐ Yes ☒ No Retention of non-commercial vegetation bordering and covering meadows and wet areas?
- c. ☐ Yes ☒ No Directional felling of trees within the WLPZ away from the watercourse or lake?
- d. ☐ Yes ☒ No Decrease of width(s) of the WLPZ(s)?
- e. ☐ Yes ☒ No Protection of watercourses which conduct class IV waters?
- f. ☒ Yes ☐ No Exclusion of heavy equipment from the WLPZ except as follows:
- (1) At prepared tractor road crossings.
 - (2) Crossings of Class III watercourses which are dry at time of timber operations.
 - (3) At existing road crossings.
 - (4) At new tractor and road crossings approved by Department of Fish and Game.
- g. ☐ Yes ☒ No Establishment of ELZ for Class III watercourses unless sideslopes are <30% and EHR is low?
- h. ☐ Yes ☒ No Retention of at least 50% of the overstory canopy in the WLPZ?
- i. ☐ Yes ☒ No Retention of at least 50% of the understory in the WLPZ?
- j. ☐ Yes ☒ No Are any additional in-lieu or any alternative practices proposed for watercourse or lake protection?

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NOTE: A yes answer to any of items a. through j. constitutes an in-lieu practice. If any item is answered yes, refer to 14 CCR 916.1 (936.1, 956.1) and 1090.5 (dd), and address the following for each item checked yes:

1. The RPF shall state the standard rule;
2. Explain and describe each proposed practice;
3. Explain how the proposed practice differs from the standard practice;
4. The specific location where it shall be applied, see map requirements of 14 CCR 1034 (x) (15) and (16);
5. Provide in NTMP Section III an explanation and justification as to how the protection provided is equal to the standard rule and provides for the protection of the beneficial uses of water per 14 CCR 916 (936, 956) .1 (a). Reference the in-lieu and location to the specific watercourse to which it will be applied.

There are five In-Lieu Practices specified in this NTMP. Numbers 1 and 2 are in the north end of Unit # 10 on either side of Martin Creek. Number 3 is in the western portion of Unit #11. Number 4 in in the southern end of Unit #3. Number 5 in Unit #4 across Martin Creek.

Practices 2, 4, and 5 require crossings for which a DFG 1603 permit must be obtained. These practices will only be valid once a 1603 has been obtained from DFG.

In-Lieu Practice #1

Rule 936.3(c) States that The timber operator shall not construct or reconstruct roads, construct or use tractor roads or landings in Class I, II, III, or IV watercourses, in the WLPZ, marshes, wet meadows, and other wet areas unless when explained and justified in the NTMP by the RPF, and approved by the Director, except as follows:

- 1) At prepared tractor road crossings as described in 9134.8 (b)
- 2) Crossings of Class III watercourses which are dry at the time of timber operations
- 3) At existing road crossings
- 4) At new tractor crossings and road crossings approved as part of the Fish and Game Code process (F&GC 1600 et seq.)

This practice is located in the northwest corner of Unit 10 and designated as In-Lieu # 1 on the map. This requires equipment entering a Class I WLPZ and crossing of a wet meadow, both of which differ from the Rule quoted above. This is necessary to access a small island of timber on the west side of Martin Creek. The tractor crossing will be used only when dry. The crossing was flagged and inspected during the PHI and will be reflagged by the RPF prior to use. The crossing will be at the northern end of the wet area near the north line and will cross the wet area easterly to within about fifty feet of Martin Creek and then southerly through the "island of timber". As per the instructions of Angela Wilson of Water Quality, the skid trail will be closer to the wet area on the west than to Martin Creek on the east. As per Shane Cunningham of CDF, the use of waterbars will be replaced by placing large woody material roughly perpendicular to the skid trail. Spacing shall not exceed 100 feet. If there is not enough LWD, logging slash may be used. It shall be arraigned in linear features across the skid trail at intervals not to exceed 100 feet and be at least six inches high to act as sediment traps. seventy-five percent of the tree canopy will be left. No actual crossing of Martin Creek is involved in this practice. Within the WLPZ (excluding the designated skid trails), areas where mineral soil exceeding 100 continuous square feet in size has been exposed by timber operations, mulching shall be used to reduce soil loss.

Mulching: At least 90% of the area shall be covered with straw to the depth of at least two inches. This shall be done prior to the beginning of the winter period (November 15th).

This practice shall not be used during the winter period of November 15th to April 1st.

This practice differs from the standard Rule by allowing equipment operation within the WLPZ of a Class I watercourse.

The use of these crossings will allow access to timber which otherwise cannot be logged. The use of helicopter logging for this small stand would be uneconomical. Allowing the timber to remain is a waste of the resource and may allow a place for insects and disease to develop to a level that would threaten the surrounding timber stands. The resources are not in jeopardy of degradation when the crossings are dry. The placement of the crossings and remedial treatment will prevent significant sediment from reaching any Class of watercourse. Any sediment will be filtered out by plants such as grasses.

A sketch of this practice is provided.

In-Lieu Practice # 2.

This practice is located in the northeast corner of Unit 10 and designated as In-Lieu # 2 on the map. This requires equipment entering a Class II WLPZ and crossing of a wet meadow, both of which differ from the Rule quoted above. The Class II involved begins in a

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marsh area on the north line of the property and flows into Martin Creek. A roughly triangular area of timber is located between this Class II, Martin Creek (Class I), and the marsh.

An existing tractor road starts at an existing landing about one-hundred feet east of the watercourse, crosses the Class II, and bears south and west into the timbered area. A DFG 1603 permit is being sought to allow a permanent crossing of the Class II watercourse. The existing tractor road will be used with only minor re-alignment to move it slightly further away from the Class II on the west side of

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the proposed crossing. This practice will only be used when the wet meadow area is dry. The crossing was flagged and inspected during the PHI and will be reflagged by the RPF prior to use. This practice shall not be used during the winter period.

This practice differs from the standard Rule by allowing equipment operation within the WLPZ of a Class II watercourse. Equipment use shall not be permitted within the seventy-five foot WLPZ of Martin Creek.

The use of this proposed practices will allow access to timber which otherwise cannot be logged. The use of helicopter logging for this small stand would be uneconomical. Allowing the timber to remain is a waste of the resource and may allow a place for insects and disease to develop to a level that would threaten the surrounding timber stands. There is significant mortality occurring within this stand. The resources are not in jeopardy of degradation when the area is dry.

The skid road in the wet meadow area will be mulched with straw immediately after operations are completed. Seeding is not required. It is preferred not to introduce additional non-native plants into this area. The placement of the crossing and remedial treatment will prevent significant sediment from reaching any Class of watercourse. Any sediment will be filtered out by plants such as grasses.

A sketch of this practice is provided.

In-Lieu Practice #3

Rule 936.3(c) States that The timber operator shall not construct or reconstruct roads, construct or use tractor roads or landings in Class I, II, III, or IV watercourses, in the WLPZ, marshes, wet meadows, and other wet areas unless when explained and justified in the NTMP by the RPF, and approved by the Director, except as follows:

- 1) At prepared tractor road crossings as described in 9134.8 (b)
- 2) Crossings of Class III watercourses which are dry at the time of timber operations
- 3) At existing road crossings
- 4) At new tractor crossings and road crossings approved as part of the Fish and Game Code process (F&GC 1600 et seq.)

This practice differs from the standard Rule by allowing operations within a wet meadow area.

The first crossing is in the western portion of Unit 11 and labeled as In-Lieu #3 on the maps. This crossing differs from standard Rule by allowing a crossing a a wet area. The crossing is less than one-hundred feet and will be horse-shoe shaped to loop upward from on area, the powerline and fence, and then back down toward the area to be accessed. Construction and use of the designated skid trail through the wet meadow in Unit #11 will not occur at any time when the soils are saturated as defined in Item 23. There is a small "channel" less than a foot wide that occasionally carries a small amount of overflow water from the water tank at the Lassen National Park Headquarters on the north side of Highway 36. When the meadow is otherwise dry, this overflow dissipates into the meadow quickly before reaching any other watercourse. A small pipe shall be placed in this channel to allow passage of any overflow that develops while the crossing is in use. The use of this crossing is estimated to be required every ten or more years. The RPF shall flag the location of the crossing. Currently, it is required to salvage insect infested pine. The crossing will be completely mulched with straw when harvesting is completed.

The use of this proposed practices will allow access to timber which otherwise cannot be logged. The use of helicopter logging for this small stand would be uneconomical. Allowing the timber to remain is a waste of the resource and will continue to allow a place for insects to develop which threatens the surrounding timber stands to the east. Given the proximity to the Highway, allowing this timber to stand also constitutes an unacceptable fire hazard. There is significant mortality occurring within this stand.

The resources are not in jeopardy of degradation when the area is dry.

In-Lieu Practice #4

Rule 936.3(c) States that The timber operator shall not construct or reconstruct roads, construct or use tractor roads or landings in Class I, II, III, or IV watercourses, in the WLPZ, marshes, wet meadows, and other wet areas unless when explained and justified in the NTMP by the RPF, and approved by the Director, except as follows:

- 1) At prepared tractor road crossings as described in 9134.8 (b)
- 2) Crossings of Class III watercourses which are dry at the time of timber operations
- 3) At existing road crossings
- 4) At new tractor crossings and road crossings approved as part of the Fish and Game Code process (F&GC 1600 et seq.)

This practice differs from the standard Rule in permitting an existing landing between two Class III watercourses to be used. There would be operations up to but not within the channels. The landing also is close to the edge of the meadow.

An existing landing lays between two Class III watercourses. The Channels area too closely spaced to allow ELZ's of any significant width. A DFG 1603 is being sought to place culverts in both channels. The west most watercourse crossing would be for both truck and tractor use. The eastern most crossing is only for tractor use. Use of this landing would occur only when the watercourses and

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meadow are dry. There will be no winter operations. All debris will be removed from the landing and the landing mulched but not seeded.

Given the location and low amount of timber in the vicinity, use of this existing landing would result in far less impact to the resources than developing another landing. In any case, logs would have to be skidded through this landing. This landing is on a flat area but moving it would put it on a slope and possibly cause erosional concerns.

In-Lieu Practice #5

Rule 936.3(c) States that The timber operator shall not construct or reconstruct roads, construct or use tractor roads or landings in Class I, II, III, or IV watercourses, in the WLPZ, marshes, wet meadows, and other wet areas unless when explained and justified in the NTMP by the RPF, and approved by the Director, except as follows:

- 1) At prepared tractor road crossings as described in 934.8 (b)
- 2) Crossings of Class III watercourses which are dry at the time of timber operations
- 3) At existing road crossings
- 4) At new tractor crossings and road crossings approved as part of the Fish and Game Code process (F&GC 1600 et seq.)

This practice differs from the standard Rule in permitting skidding across a Class I crossing.

Application is being made to DFG for a crossing on the Class I Martin Creek within the southern end of Unit # 4. There has previously been access to a stand of timber by fording Martin Creek. The proposal is to place a sixty-five foot cut down box car bridge at or near the ford. The car, already on the property, was obtained with the sides left sixteen inches high. When the door pieces are welded in place, this will form a "trough" across the Creek through which logs can be skidded without debris entering the water. Depending on the exact location chosen for placement, the actual crossing width over the channel will be less than forty feet which allows adequate length at each end to protect the channel.

For most harvesting, a landing will be used on the far side and no logs will be skidded over the bridge. During occasional salvage work, it may be more advantageous to skid a small number of logs over the bridge than to re-open the landing and move equipment across the bridge.

This practice would not result in any additional impact to the watercourse and would simplify operations. Since the ground is flat, there would be no additional erosion as a result of the skidding.

28. a. ☒ Yes ☐ No Are there any landowners within 1000 feet downstream of the NTMP boundary whose ownership adjoins or includes a class I, II, or IV watercourse(s) which receives surface drainage from the proposed timber operations? If yes, the requirements of 14 CCR 1032.10 apply. Proof of notice by letter and newspaper must be enclosed in NTMP Section V. If No, Item 28 b. need not be answered.
- b. ☐ Yes ☒ No Is an exemption requested of the notification requirements of 14 CCR 1032.10? If yes, explanation and justification for the exemption must be included. Specify if requesting an exemption from the letter, the newspaper notice, or both.
- c. ☐ Yes ☒ No Was any information received on domestic water supplies that required additional mitigation beyond that required by standard Watercourse and Lake Protection rules? If Yes, list site specific measures to be implemented by the LTO.
No replies received to the three letters sent.
29. ☐ Yes ☒ No Is any part of the NTMP area within a Sensitive Watershed as designated by the Board of Forestry and Fire Protection? If yes, identify the watershed and list any special rules, operating procedures or mitigation that will be used to protect the resources identified at risk?

HAZARD REDUCTION:

30. a. ☒ Yes ☐ No Are there roads or improvements which require slash treatment adjacent to them? If yes, specify the type of improvement, treatment distance, and treatment method.
- 1) Within 100 feet of the edge of the traveled surface of public roads, and within 50 feet of the edge of the traveled surface of permanent private roads open for public use where

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permission to pass is not required, slash created and trees knocked down by road construction or timber operations shall be treated by lopping for fire hazard reduction, piling and burning, chipping, burying, or removal from the zone. 937.2 (b)

2) All woody debris created by timber operations greater than one inch but less than eight inches in diameter within 100 feet of permanently located structures maintained for human habitation shall be removed or piled and burned; all slash created between 100-200 feet of permanently located structures maintained for human habitation shall be lopped for fire hazard reduction, removed, chipped, or piled and burned; lopping may be required between 200-500 feet where unusual fire risk or hazard exists as determined by the Director or RPF. 937.2 (c).

Both 1 and 2 above pertain only to the Ranch property within the prescribed distances.

- b. ☐ Yes ☒ No Are any alternatives to the rules for slash treatment along roads and within 200 feet of structures requested? If yes, RPF must explain and justify how alternative provides equal fire protection. Include a description of the alternative and where it will be utilized below.
31. ☒ Yes ☐ No Will piling and burning be used for hazard reduction? See 14 CCR 917.1-.11, 937.1-.10, or 957.1-.10, for specific requirements. Note: LTO is responsible for slash disposal. This responsibility cannot be transferred.

BIOLOGICAL AND CULTURAL RESOURCES

32. a. ☒ Yes ☐ No Are any plant or animal species, including their habitat, which are listed as rare, threatened or endangered under federal or state law, or a sensitive species by the Board, associated with the NTMP area? If yes, identify the species and the provisions to be taken for the protection of the species.

Empidonax traillii, the Willow Flycatcher. Found in a narrow belt of willows alongside Highway 172 near the Battle Creek bridge. Two males located in 1982. None found in 1985 and one in 1986. In a preconsultation with Steve Burton and Joe Hoggs of the Dept. of Fish and Game, the area in question was visited. The following excerpt from a letter from DFG dated 28 August 2001 will govern operations. "In any year under the NTMP, no-harvest operations shall occur within 300 feet of suitable willow flycatcher habitat (riparian vegetation dominated by willows, greater than 0.5 acre in size and containing permanent water in low gradient watercourses) between May 1 and August 31. Operations may proceed during this period in any year a biologist, in consultation with the Department, conducts surveys according to established protocols and determines that willow flycatchers are not present".

There is very little commercial timber within 300 feet of the area involved.

The great gray owl, is of concern, but has not been located in the area.

The DFG letter above contains two requirements to benefit the owls and other species.

"Currently, the managed timberlands on the ranch contain very few standing snags. Therefore, whenever possible, the Department recommends existing snags be left standing. Standing snags especially near the meadow/timberland interface will provide a valuable habitat element for many species of wildlife.

In each of the harvest units delineated on the attached map, at least two large (greater than 24 inches diameter breast height) green culls (live trees with some defect, i.e., broken top, decay, disease, etc.) will provide great gray owl nesting habitat and future snag recruitment for use by many other species of wildlife."

A copy of the entire letter is contained within this NTMP. The DFG has provided yellow plastic tags to be placed on the designated trees. The trees are to be designated prior to any operations within that unit.

PART OF PLAN N - 2 - 0 2 - 0 0 2 - 5 - TEH

It is noted that Northern Goshawks are shown by the NDDB map some number of miles southwest of the Plan.

There are a number of species located north of the Plan within Lassen Volcanic National Park.

Information from the NWS biologist in Yreka and biologists contacted with DFG indicates there are no concerns in this area with either the Northern Spotted Owl nor the California Spotted Owl.

There have been no sightings of raptors or raptor nests during preparation of this plan. The owners have reported no sightings or nests. A visit by two DF&G biologists did not result in a discovery of any raptors or nests. It is assumed for the present that there are no raptors in residence and that operations will not result in a "taking". Timber on the Ranch will be marked by or under the direct supervision of an RPF and care will be taken to inspect trees within and adjacent to the harvest area for signs of raptors. If any are observed, CDF and DF&G will be notified before operations are allowed to begin. Sufficient mitigation will be developed to preclude a "taking".

SCOPING: The following species have been noted on the Ranch and surrounding areas:

Birds: blue jays, crows, various species of woodpeckers, an occasional blue heron, Canada geese, barn owls, swallows, mallards, chickadees, meadow larks, and Wilson snipes. Very rarely there have been sightings or reports of willow flycatchers and bald eagles.

Animals: coyotes, deer, marmots, squirrels, and chipmunks.

With the exception of the willow flycatcher, which is discussed above, none of these species is RT or E. Most of these species tend to inhabit the meadow and meadow/ forest interface. This area will be largely retained with minimal impact on habitat. There is an on going willow planting project occurring along the creeks within the meadow area.

Sources used to obtain information include: NDDB (*Lassen Peak, Mineral, Lyonsville* quadrangles), the property owners, DF&G biologists, NFW Service, and personal observations of myself and several assistants.

Other than that listed above for the Willow flycatcher, no other mitigations are deemed necessary.

There are no oaks on the Ranch.

Very little of the plan area is directly adjacent to aquatic and near water habitat areas such that additional protection is required. No pools, fiffles, or large woody material, or near-stream vegetation are likely to be affected. There are sections of Nanny, Summit, and Bear Wallow Creeks that flow near the timber but field conditions are such that harvesting near the water or associated habitat are unlikely to create any concerns. Most of Martin Creek is within or near the timber, but again, field conditions are such that there will be little or no likely impact.

b. ☐ Yes ☒ No Are there any non-listed species which will be significantly impacted by the operation? If yes, identify the species and the provisions to be taken for the protection of the species.

NOTE: See instructions or the CDF Mass Mailing, 07/02/1999, section on "CDF Guidelines for Species Surveys and Mitigations" to complete these questions.

33. ☐ Yes ☒ No Are there any snags which must be felled for fire protection or safety reasons? If yes, describe which snags are going to be felled and why.

34. ☐ Yes ☒ No Are any Late Succession Forest Stands proposed for harvest? If yes, describe the measures to be implemented by the LTO that avoid long-term significant adverse effects on fish, wildlife and listed species known to be primarily associated with late succession forests.

Consultation with CDF and DFG indicate that Unit #11, the "front forest" does not meet the requirements of a Late Succession Stand even though it contains numerous large trees. There are no other stands that meet the requirements.

PART OF PLAN**N - 2 - 0 2 - 0 0 2 - 5 - TEH**

35. ☐ Yes ☒ No Are any other provisions for wildlife protection required by the rules? If yes, describe.
36. a. ☒ Yes ☐ No Has an archaeological survey been made of the NTMP area?
 b. ☒ Yes ☐ No Has an archaeological records check been conducted for the NTMP area?
 c. ☒ Yes ☐ No Are there any archaeological or historical sites located in the NTMP area? Specific site locations and protection measures are contained in the Confidential Archaeological Addendum in Section VI of the NTMP, which is not available for general public review.
37. ☒ Yes ☐ No Has any inventory or growth and yield information designated "trade secret" been submitted in a separate confidential envelope in Section VI of this NTMP?
It is requested that all submitted growth data and board foot volumes be designated as confidential and not released as part of the public record.
38. Describe any special instructions or constraints that are not listed elsewhere in Section II, and specify their location in the NTMP if not listed immediately below:
- Timber harvest boundaries shall be flagged prior to operations by the RPF or supervised designee. The flagging will be pink with the wording "Harvest Boundary" in large black letters. If another flagging system is used, it shall be specified in the Notice of Operations.**
- Where harvest units are at or near the unit boundaries and adjacent to meadow areas, the Unit boundary shall also be flagged for a distance appropriate to the situation.**
- Any existing roads which are not mapped shall not be used for harvest operations.**
- There is a landing in Unit #3 which adjoins a small wet are on the west. This landing will not be used and will be planted. The RPF will flag or otherwise designate this area for non entry. A rocked rolling dip on the existing seasonal road will be installed at this location where it receives flow from the wet area prior to hauling operations.**
- Access to the western portion of Unit #11, that is the area west of the main entrance road, will be by proceeding west and then south from the main gate along an existing road on the east side of the rail fence to a metal gate, and then through the gate. This road crosses irrigation ditches that must be dry at the time of use. The Ranch foreman can turn water off in these ditches as required. There is a road from the main entrance road across a low area to the gate. This road is normally flooded and may be used only in rare cases when it is dry.**
39. Provide a general description of physical conditions of the plan site, include in Section III, as per 14 CCR 1034 (jj).
40. Describe present and proposed plan area uses other than timber production, include in Section III, as per 14 CCR 1090.5 (f).
The entire Ranch, including the timberland, has been used for grazing cattle. This use will continue.
41. Provide a description by management unit(s) of the timber stand characteristics including the items listed below, in Section III. Such description shall provide the basis for the information provided in the NTMP, as per 14 CCR 1090.5 (g):
- Species composition;
 - age classes;
 - projected growth;
 - present stocking level;
 - present volume per acre;
 - size class distribution;
 - stand management history;
 - potential pest or protection problems.
42. Provide a description by management unit(s) of the proposed management objectives, including a discussion of projected timber volumes and sizes available for timber harvesting in Section III, as per 14 CCR 1090.5 (h).

PART OF PLAN N - 2 - 0 2 - 0 0 2 - 5 - TEH

See Section 3

43. Provide a description by management unit(s) of proposed activities to achieve the management objectives, include in Section III, as per 14 CCR 1090.5 (l):
- projected frequencies of harvest;
 - silvicultural prescriptions for harvesting;
 - type of yarding systems to be used for each area/unit;
 - anticipated interim management activities which may result in rule compliance questions (i.e., erosion control maintenance).

See Section 3

44. Provide the period of time over which growth will be balanced with harvest in Section III, as per 14 CCR 1090.5 (j).

See Section 3. This period is expected to be forty to fifty years.

45. Provide a description of the cumulative effects analysis with supporting information, including impact of projected harvesting over the life of the NTMP, per 14 CCR 1090.5 (v). Include mitigation measures, if any, and instructions to LTO in Section II and the analysis in Section III, as per 14 CCR 1090.5 (v).

See Section 4

46. Maps and drawings. Include as per 14 CCR 1090.5 (x) and as needed; insert in Sections II and/or III, as appropriate.

47. ☒ Yes ☐ No A copy of the forest practice regulations in effect at the time of submission is enclosed, as per 14 CCR 1090.5 (w). If no, the plan is incomplete: an explanation of how a copy of the regulations will be maintained by the timberland owner must be included.

48. a. ☐ Yes ☒ No This NTMP will be used for one or more of the forestry assistance programs for non-industrial forest landowners. If yes, answer b., below.
b. ☐ Yes ☒ No If yes, this NTMP has the additional information as an Addendum in Section III. If no, the information will be amended into the plan at a later time.

Note: The NTMP when expanded with additional information can meet the requirements to participate in state and federal cost-share programs. It is even possible for these programs to help offset the cost of preparing the NTMP. Contact your local Forestry Assistance Specialist (FAS) for further information concerning these programs; call toll free 1-800-783-TREE.

DIRECTOR OF FORESTRY AND FIRE PROTECTION

This Nonindustrial Timber Management Plan conforms to the rules and regulations of the Board of Forestry and Fire Protection and the Forest Practice Act:

By: William E. Schultz
(Signature)

WILLIAM E SCHULTZ, RPF #1974

(Printed Name)

SEPTEMBER 17, 2002
(Date)

DEPUTY CHIEF
FOREST PRACTICE
(Title)

PART OF PLAN

N - 2 - 0 2 - 0 0 2 - 5 - TEH

Battle Creek Meadows Ranch Legend for NTMP Maps

por Secs. 24, 26, 25, 35, 36 T29N, R3E and
por Secs 19, 20, 30, 31 T29N, R4E, MDB&M

Ranch boundary: 

Harvest Unit boundaries: 

Harvest Unit numbers:  

State Highways and paved County roads: 

Seasonal roads and County Road unmaintained in winter: 

Structures: 

Watercourses:

Class I: 

Class II: 

Class III: 

Class IV: 

Springs and wet area: 

Landings: 

Landing not to be used: 

In-lieu practices: 

Equipment exclusion zone: 

powerline: 

Designated skid trail: 

Road NOT to be used in timber operations: 

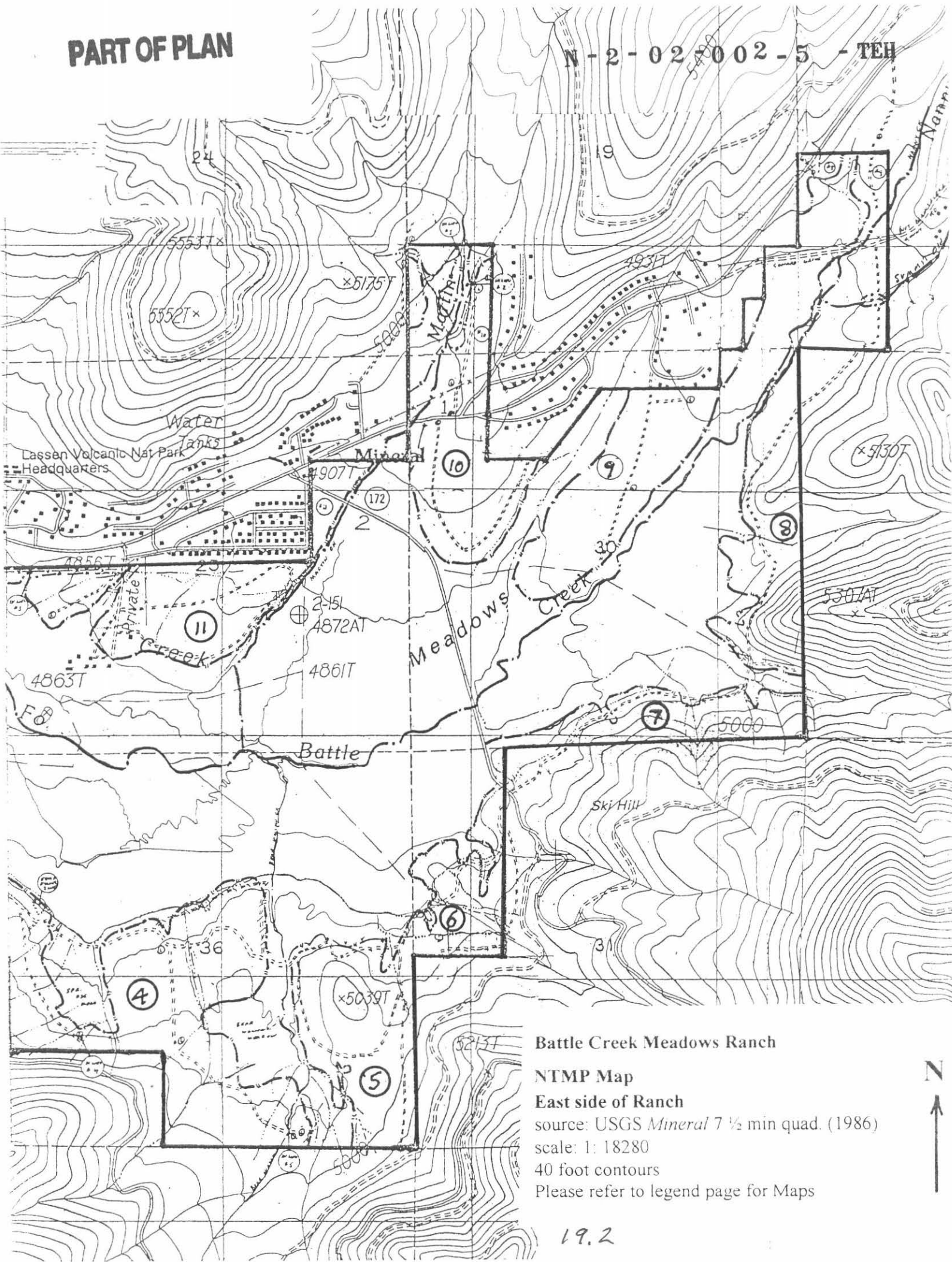
EHR: Moderate

Tractor, skidder, or animal yarding

Silviculture: Selection, Fuelbreak/ Defensible Space, Sanitation Salvage

PART OF PLAN

N-2-02-002-5-TEH



Battle Creek Meadows Ranch

NTMP Map

East side of Ranch

source: USGS Mineral 7 1/2 min quad. (1986)

scale: 1: 18280

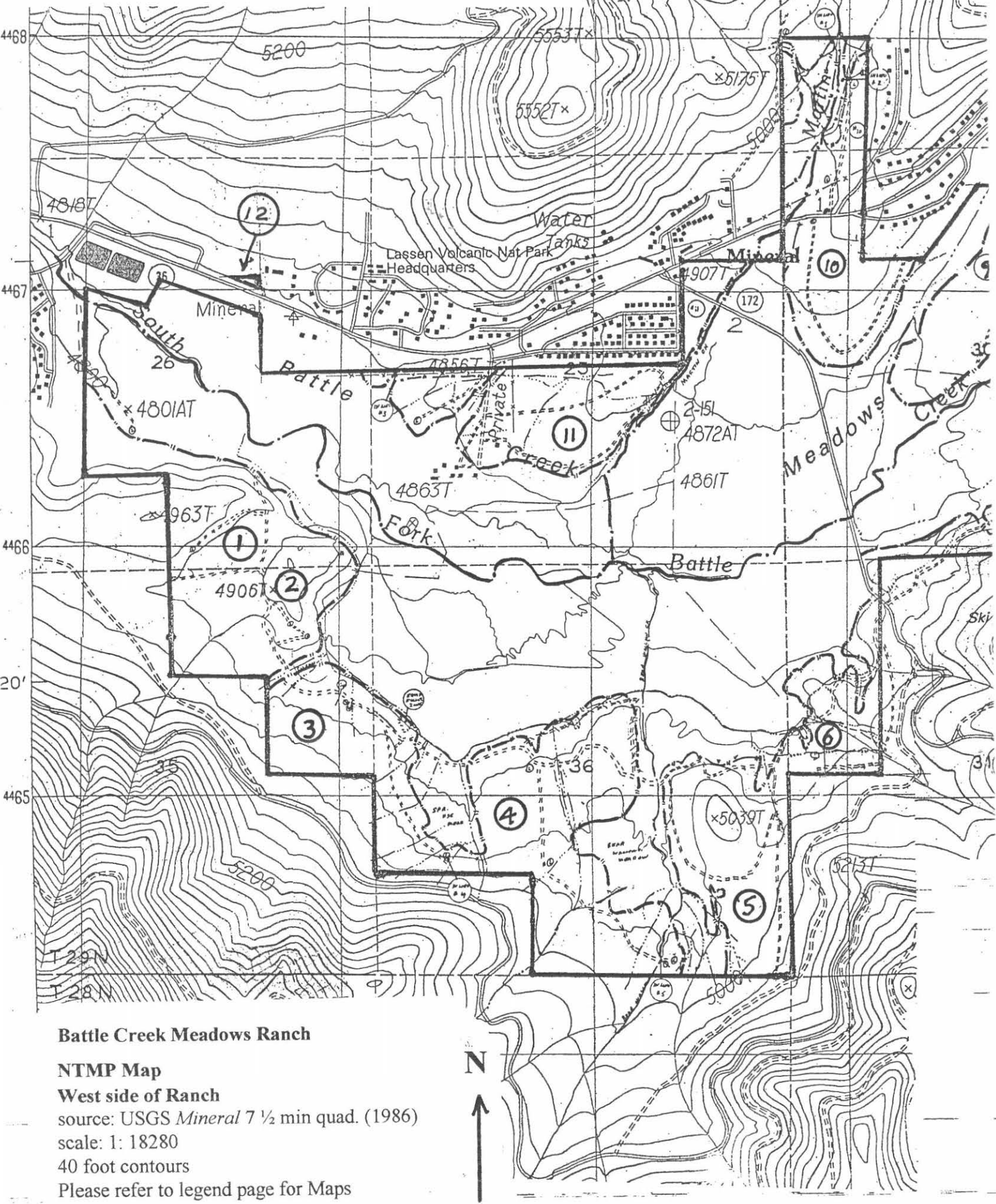
40 foot contours

Please refer to legend page for Maps



PART OF PLAN

N-2-02-002-5-TEH



Battle Creek Meadows Ranch

NTMP Map

West side of Ranch

source: USGS Mineral 7 1/2 min quad. (1986)

scale: 1:18280

40 foot contours

Please refer to legend page for Maps

Please refer to legend page for Maps

N



26

4801AT

UNIT
1

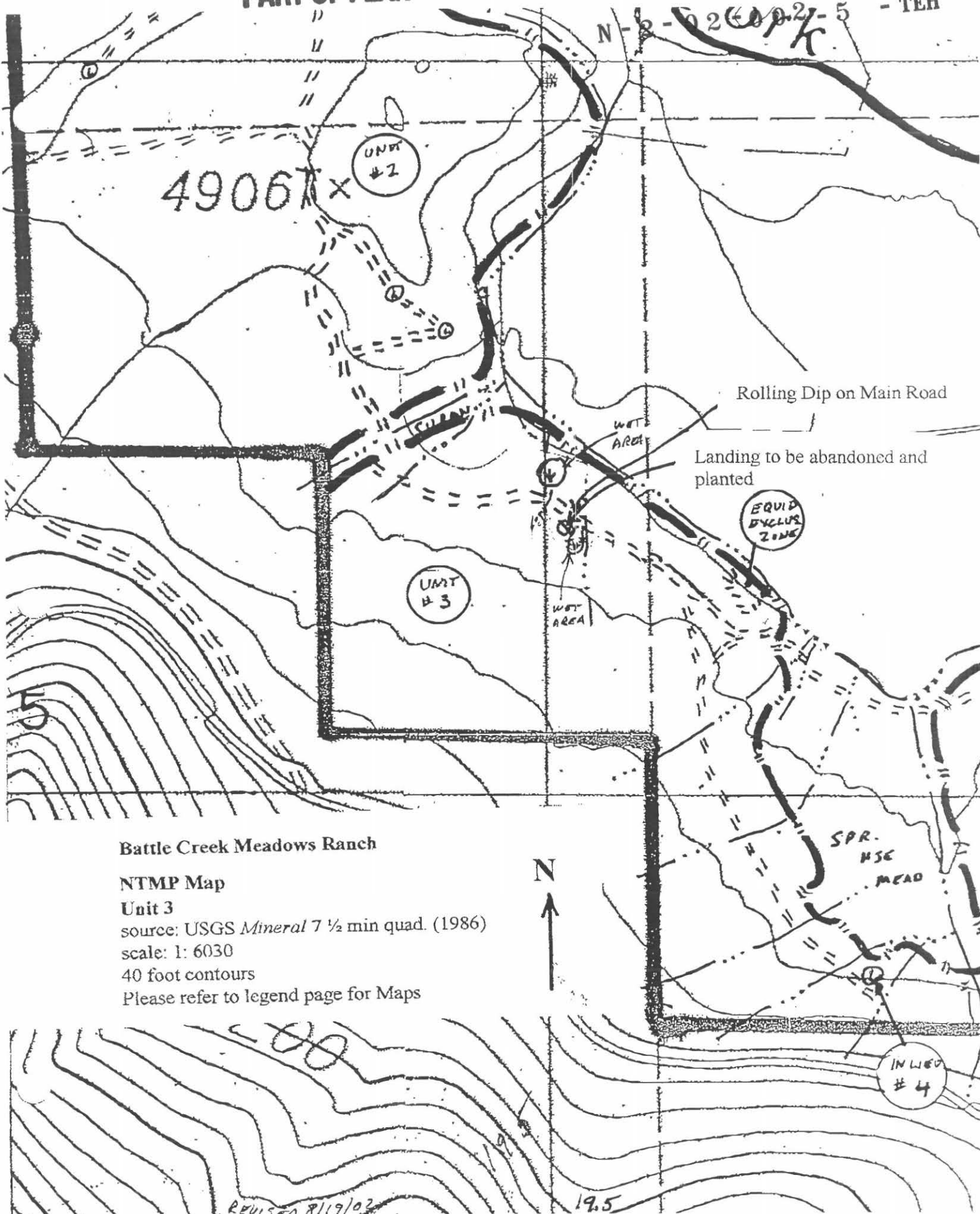
49637

UNIT
#2

49067x

UNIT
3

19.4 Rev. 8/19/02



Battle Creek Meadows Ranch

NTMP Map

Unit 3

source: USGS Mineral 7 1/2 min quad. (1986)

scale: 1: 6030

40 foot contours

Please refer to legend page for Maps

Battle Creek Meadows Ranch

PART OF PLAN

NTMP Map

Unit 4

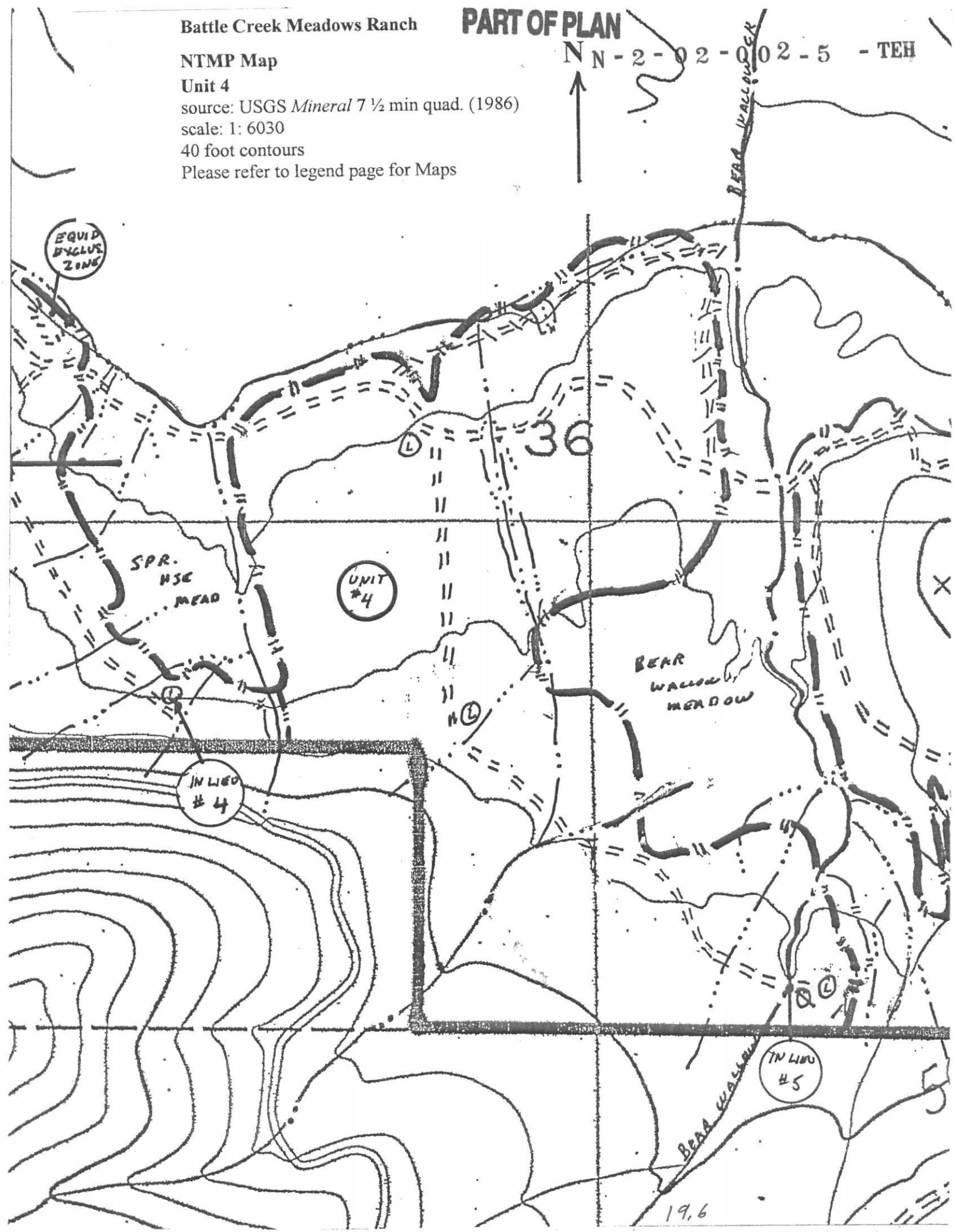
source: USGS Mineral 7 1/2 min quad. (1986)

scale: 1: 6030

40 foot contours

Please refer to legend page for Maps

N N - 2 - 0 2 - 0 0 2 - 5 - TEH



PART OF PLAN

N-2-02-002-5-TEH

Battle Creek Meadows Ranch

NTMP Map

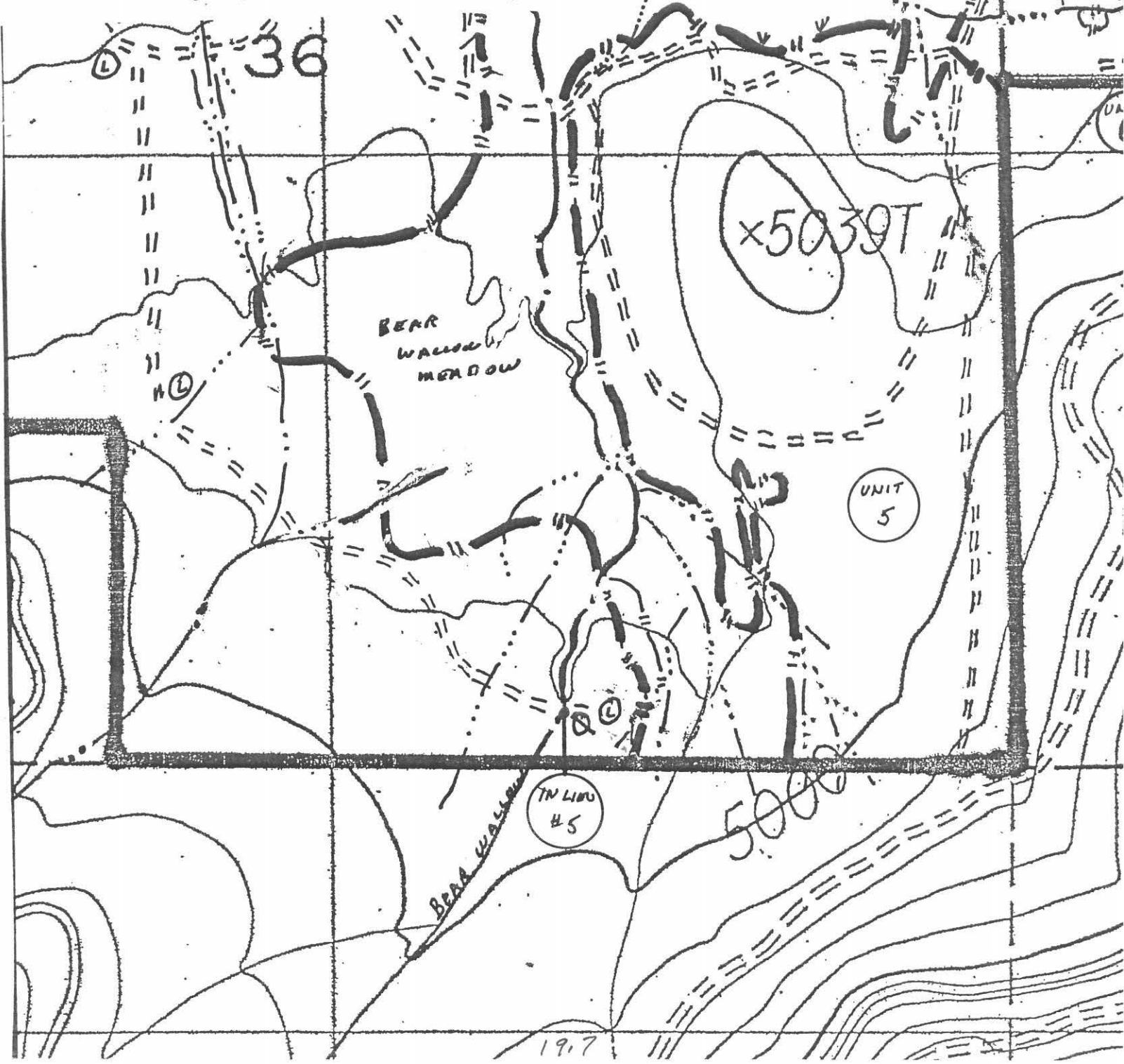
Unit 5

source: USGS Mineral 7 1/2 min quad. (1986)

scale: 1: 6030

40 foot contours

Please refer to legend page for Maps



N-2-02-002-5 - TEH

Ski Hill

Battle Creek Meadows Ranch

NTMP Map

Unit 6

source: USGS Mineral 7 1/2 min quad. (1986)

scale: 1: 6030

40 foot contours

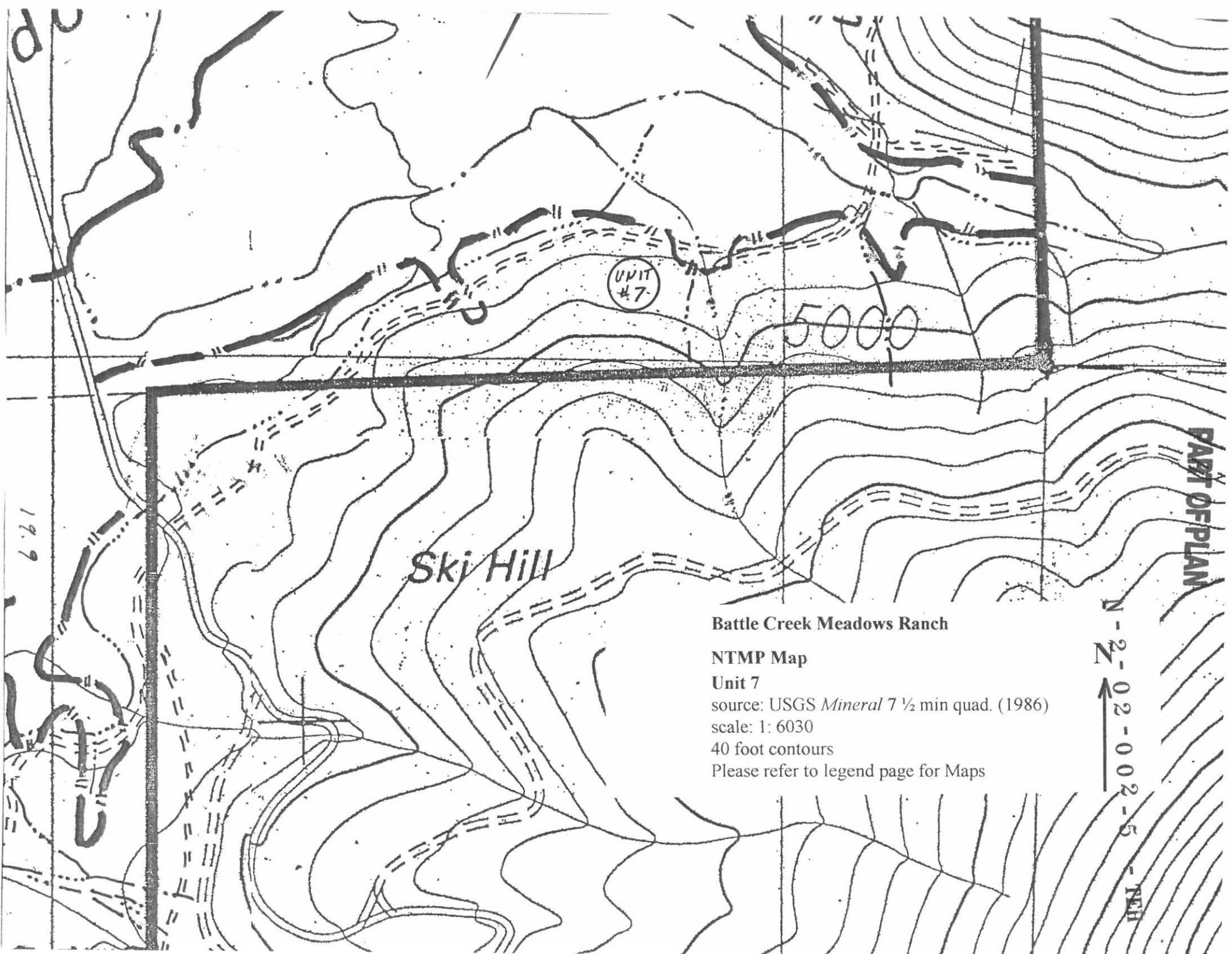
Please refer to legend page for Maps

N



19.8

REVISED 8/19/02



UNIT
#7

5000

Ski Hill

Battle Creek Meadows Ranch

NTMP Map

Unit 7

source: USGS Mineral 7 1/2 min quad. (1986)

scale: 1: 6030

40 foot contours

Please refer to legend page for Maps

N
N-2-02-002-5-NEH

PART OF PLAN

19.9

Battle Creek Meadows Ranch

NTMP Map

Unit 8 south

source: USGS Mineral 7 1/2 min quad. (1986)

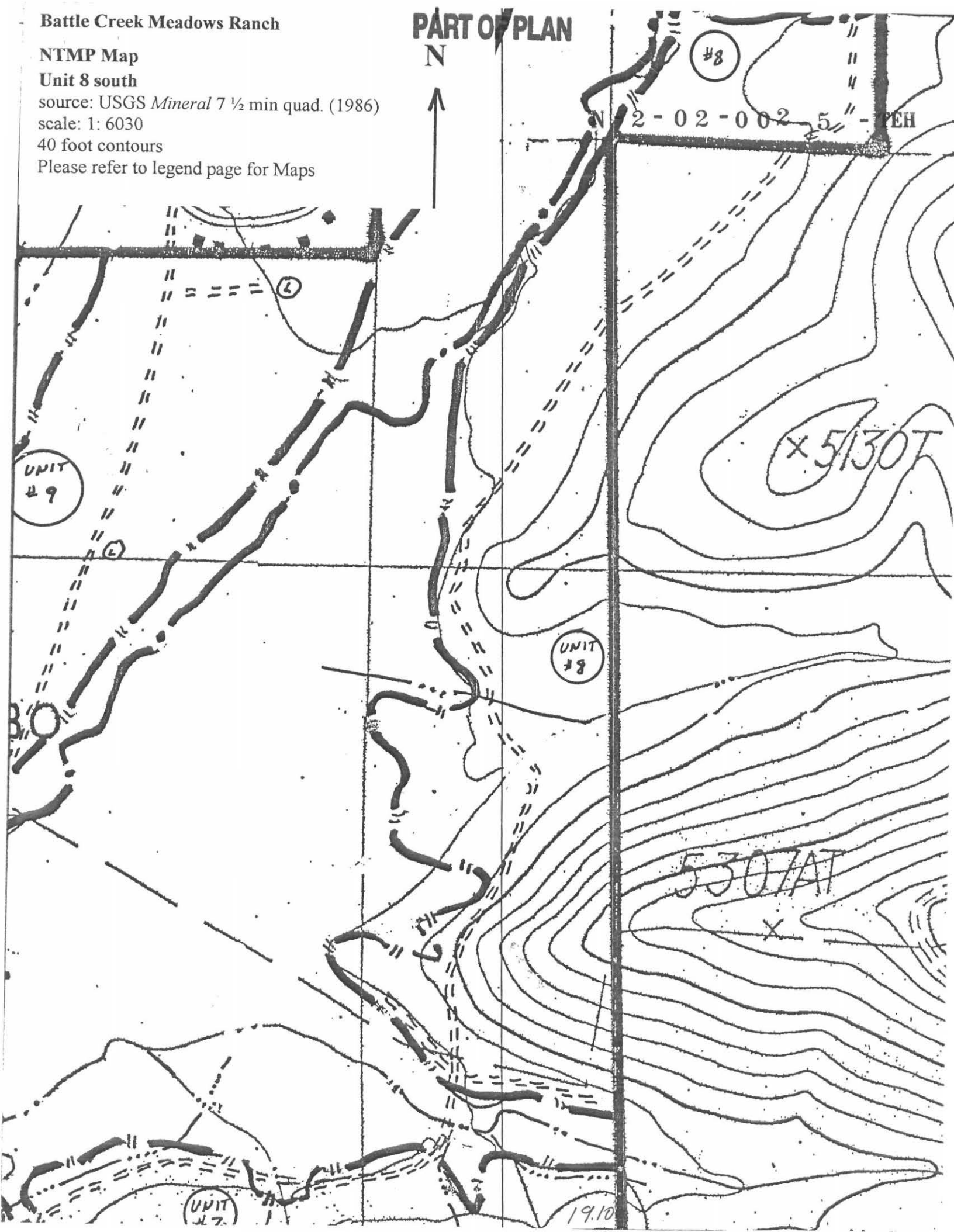
scale: 1: 6030

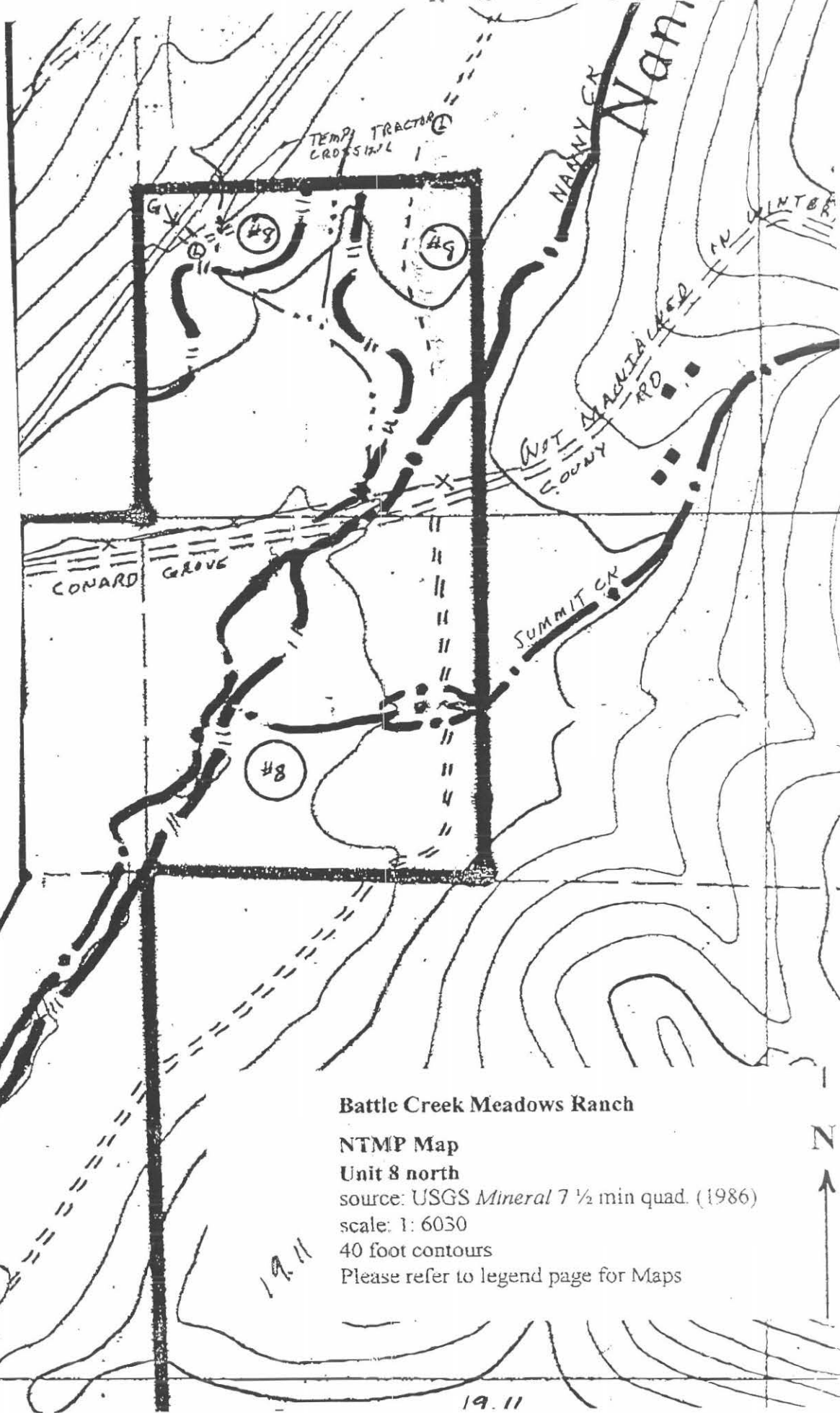
40 foot contours

Please refer to legend page for Maps

PART OF PLAN

N





Battle Creek Meadows Ranch

N - 2 - 0 2 - 0 0 2 - 5

TEH

NTMP Map

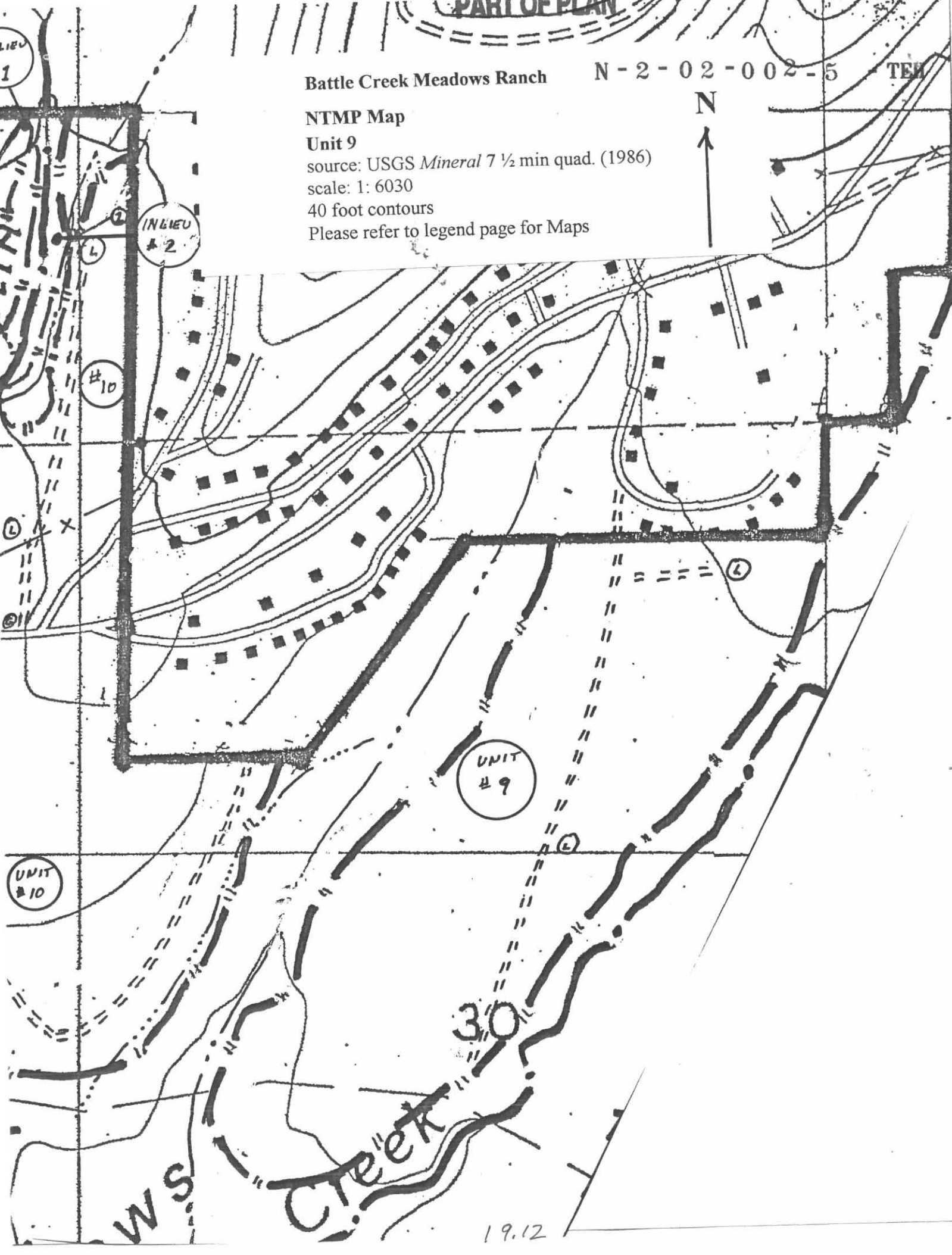
Unit 9

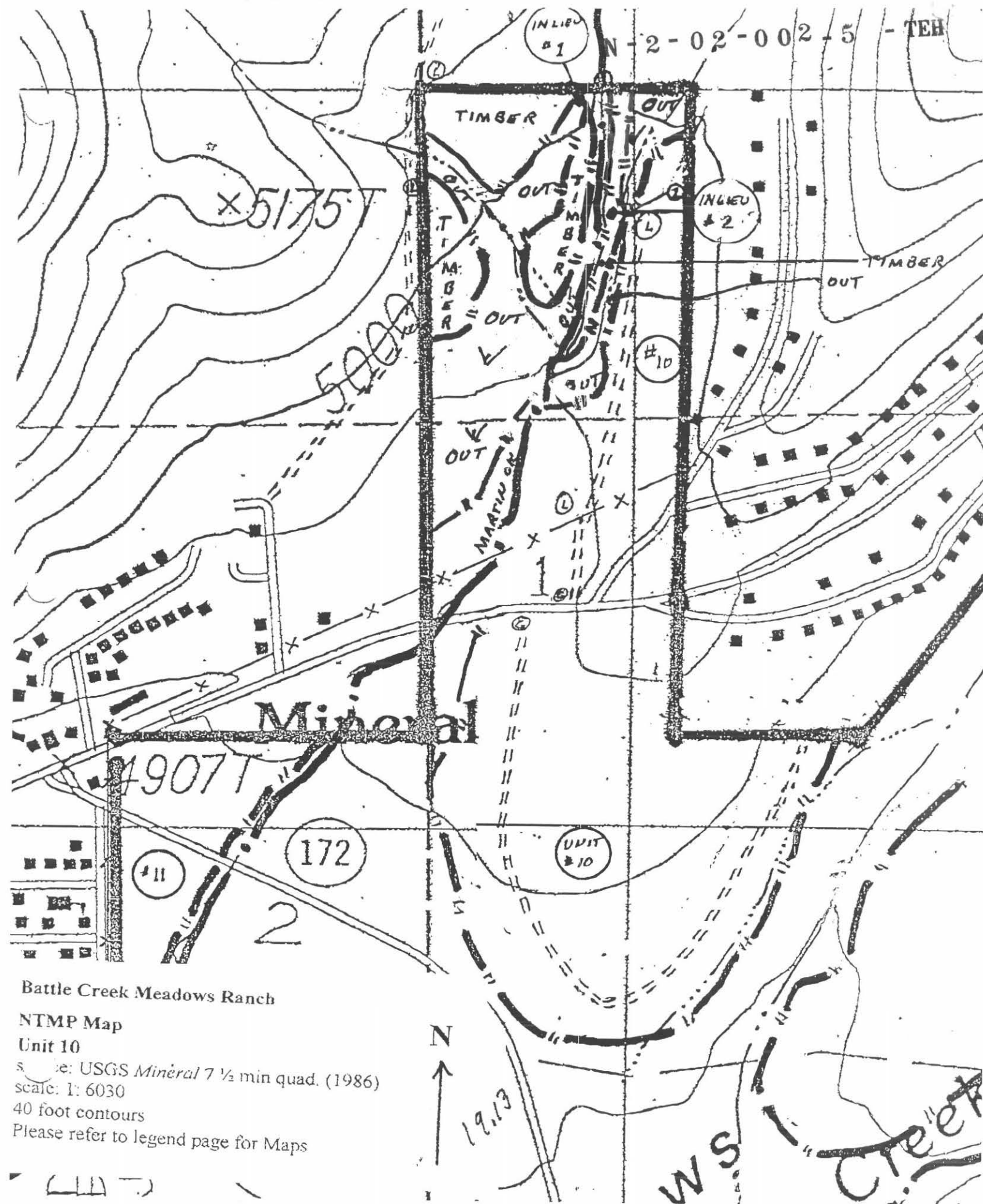
source: USGS Mineral 7 1/2 min quad. (1986)

scale: 1: 6030

40 foot contours

Please refer to legend page for Maps





Battle Creek Meadows Ranch

NTMP Map

Unit 10

Source: USGS Mineral 7 1/2 min quad. (1986)

Scale: 1:6030

40 foot contours

Please refer to legend page for Maps

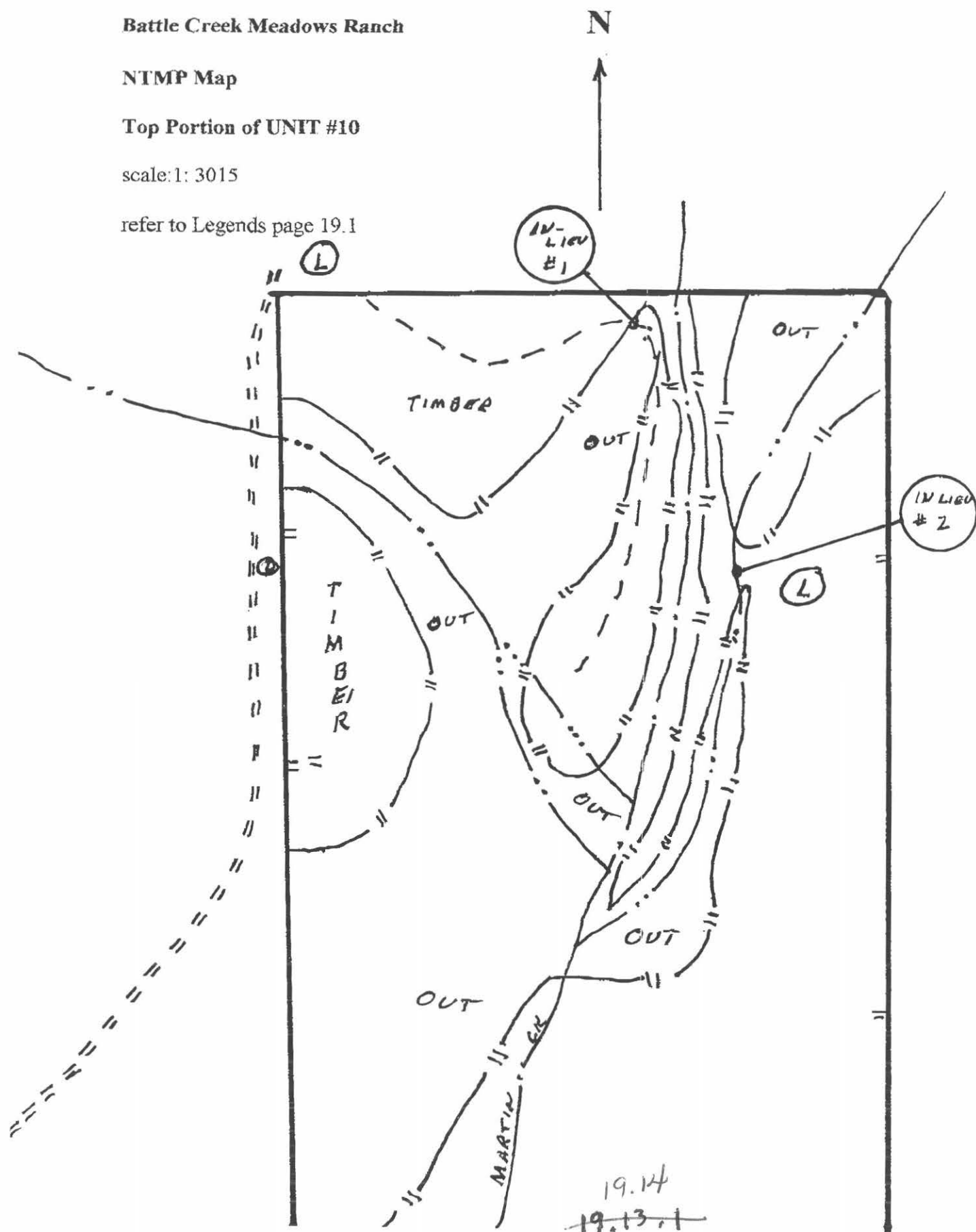
PART OF PLAN

N-2-02-002-5 - TEH

Battle Creek Meadows Ranch**NTMP Map****Top Portion of UNIT #10**

scale: 1: 3015

refer to Legends page 19.1



Battle Creek Meadows Ranch

NTMP Map

Unit 11

source: USGS Mineral 7 1/2 min quad. (1986)

scale: 1: 6030

40 foot contours

Please refer to legend page for Maps



Lassen V
Headquar

4907T

#11

2

PART OF PLAN - 02 - 5 - TEH

MARTIN CR

2-151

4872A

4861T

UNIT #11

Private
Creek

IN LIEU #3

2

4863T

4856T

25

Revised 8/20/02

19.15
19.14

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5200

Battle Creek Meadows Ranch

NTMP Map

Unit 12

source: USGS Mineral 7 ½ min quad. (1986)

scale: 1: 6030

40 foot contours

Please refer to legend page for Maps

N

S18T

EXISTING
LANDINGUNIT
#12

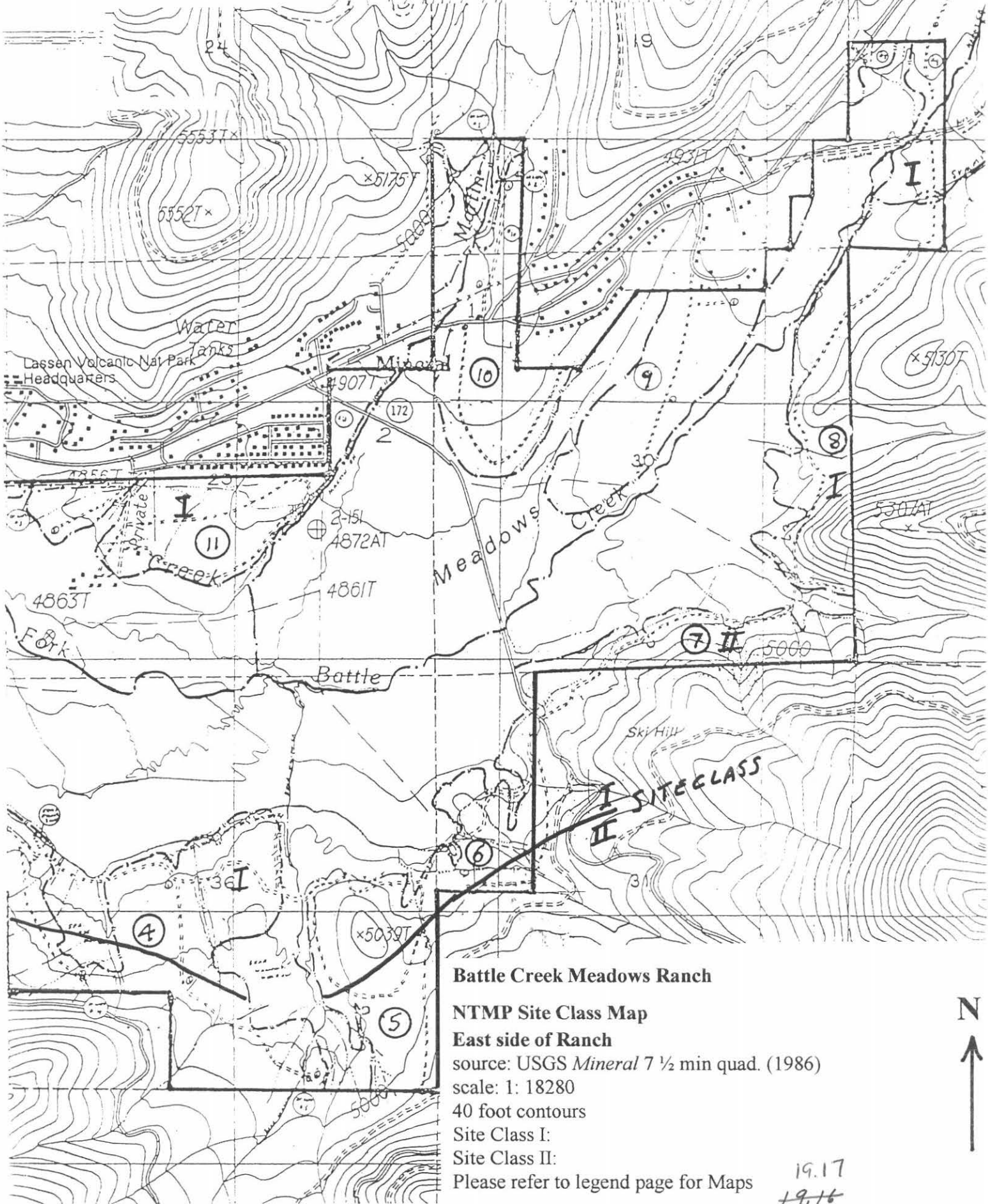
36

SPUR
ROAD

Mineral

PART OF PLAN

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Battle Creek Meadows Ranch

NTMP Site Class Map

East side of Ranch

source: USGS Mineral 7 1/2 min quad. (1986)

scale: 1: 18280

40 foot contours

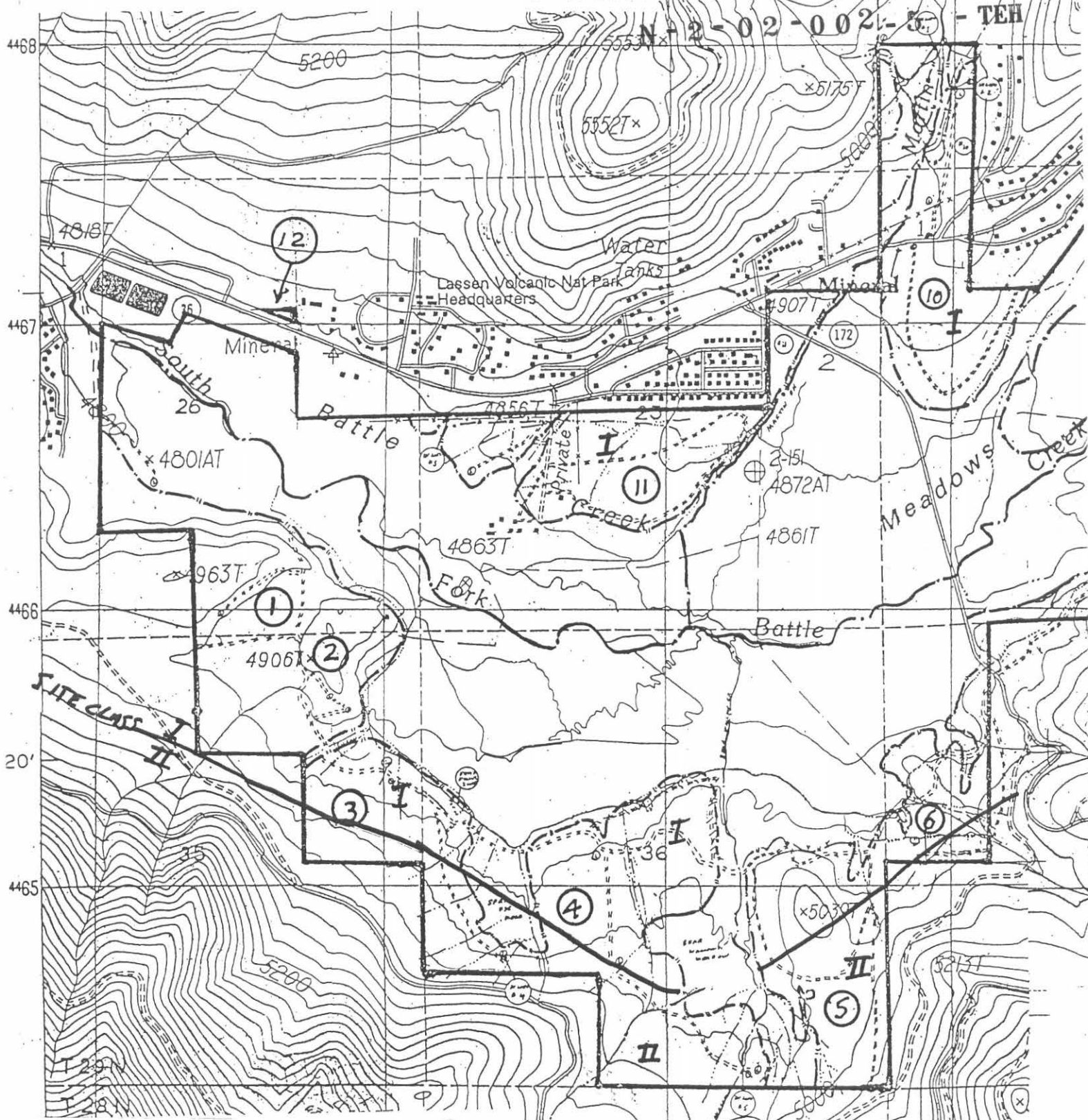
Site Class I:

Site Class II:

Please refer to legend page for Maps

19.17
19.16

PART OF PLAN



PART OF PLAN

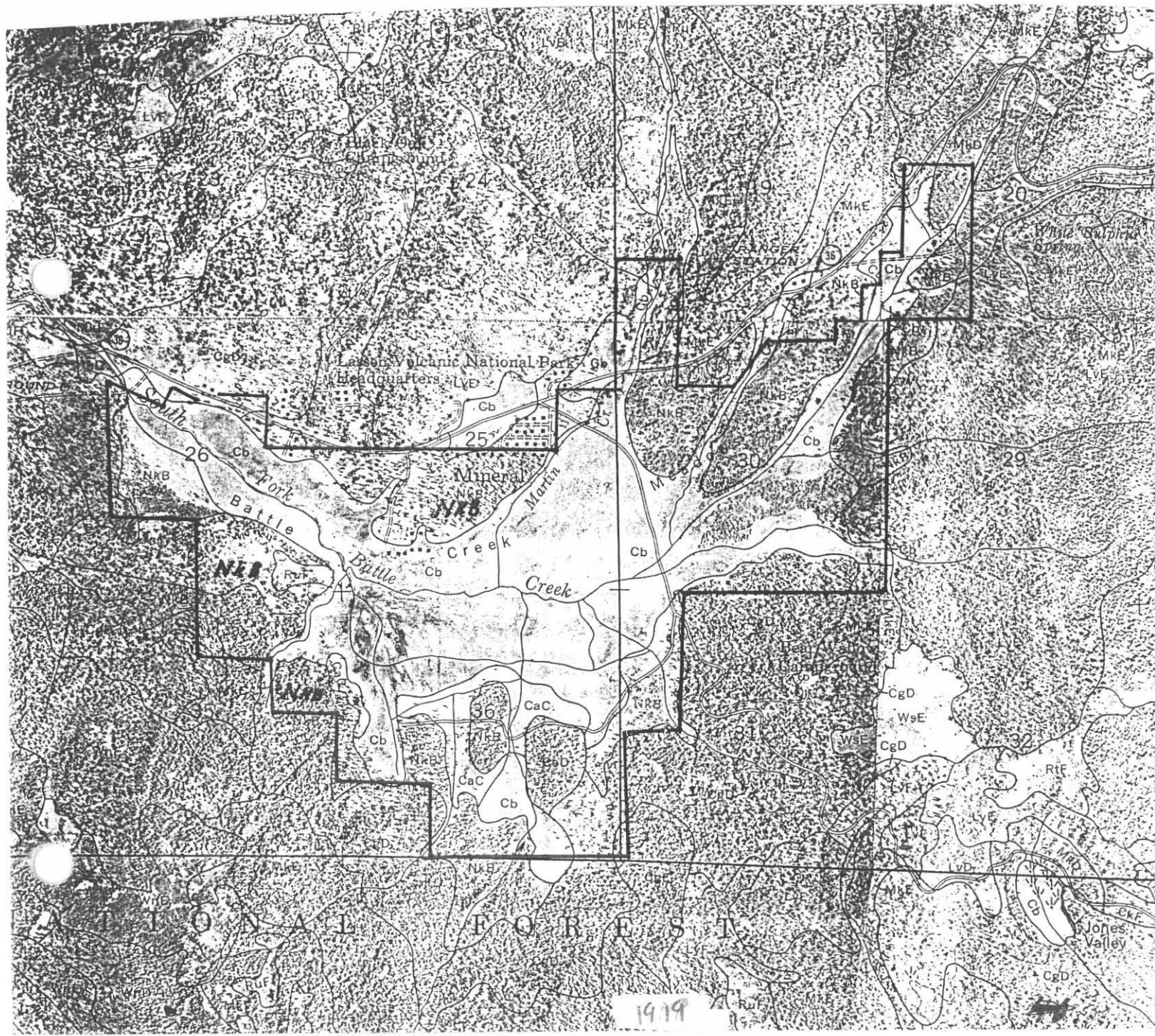
N - 2 - 02 - 002 - 5 - TEH

BCMR SOILS MAP

Source: May 1967 Tehama County Soils Survey, Maps # 151, 152, 146, and 147
scale 2 in. = 1 mi.

Property line: _____

Nk B Nanny stony loam
Ik D very rocky silt loam
Cg D Cohasset stony loam
Ru F rubble land
Mk D McCarthy loam

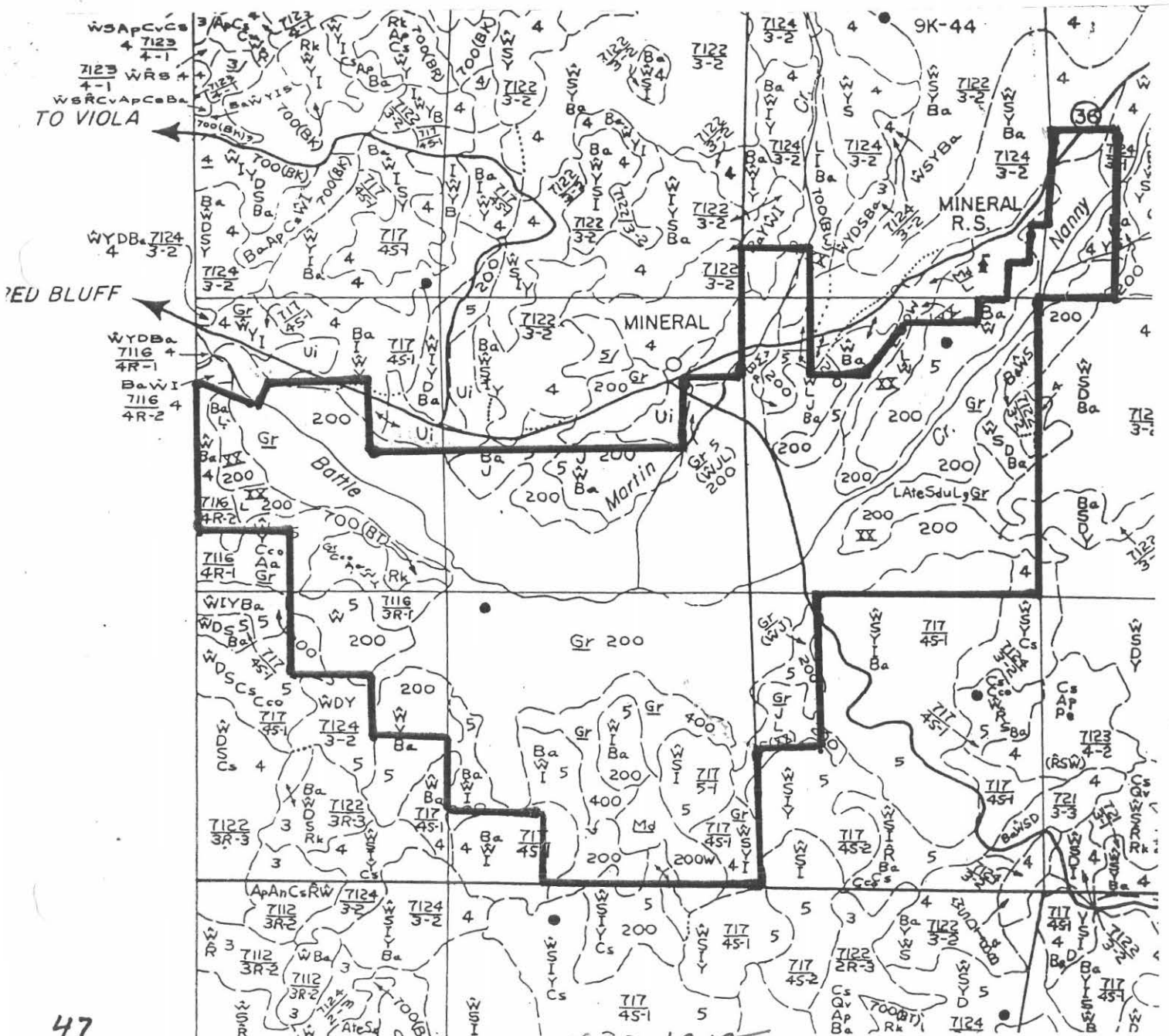


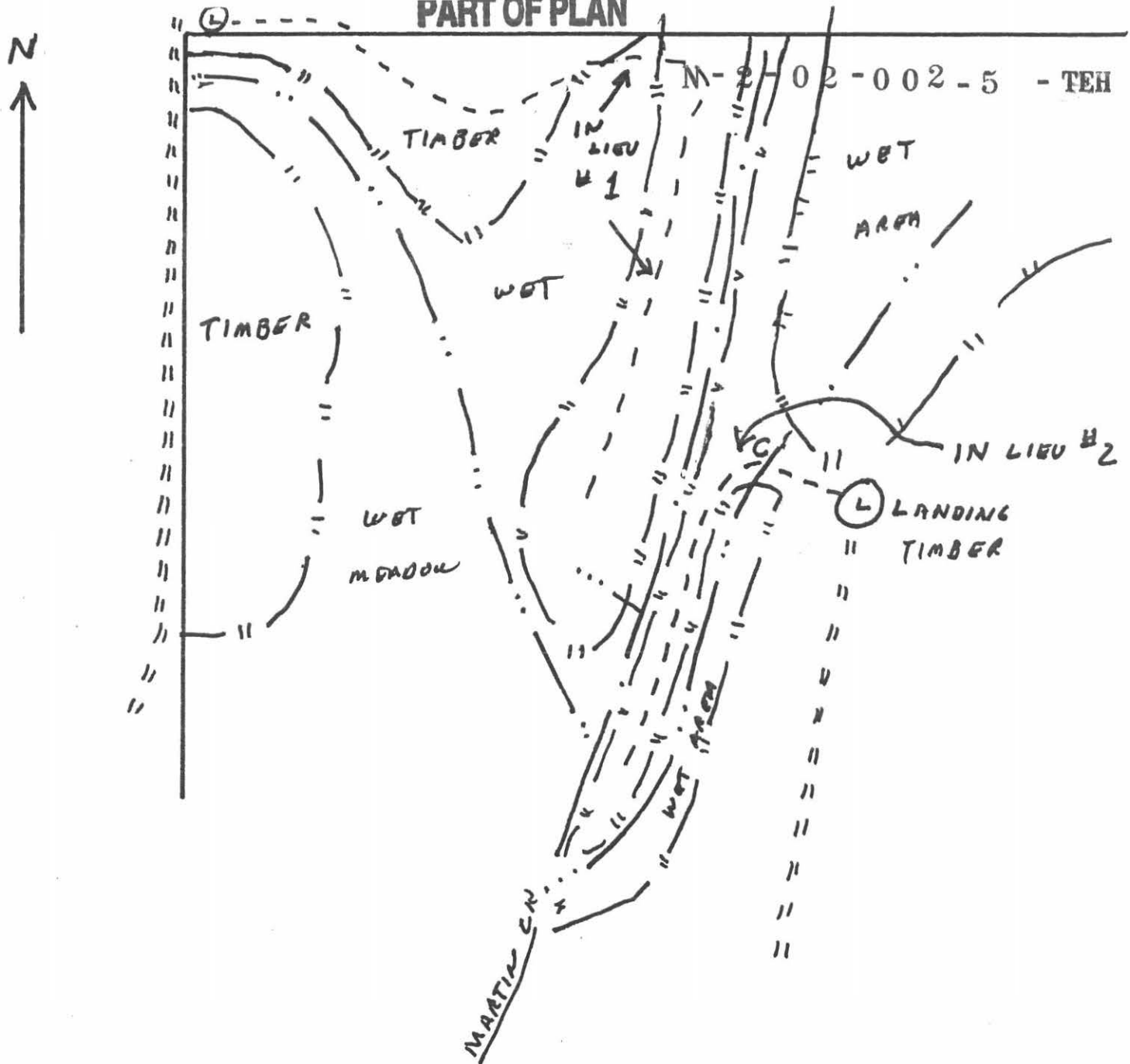
BCMR SOILS MAP

Source: Soil-Vegetation Map 33A-4
scale 2 in. = 1 mi.

Property line: 

- 200 Unclassified bottom soil
- 7124 McCarthy sandy or gravelly loam
- 7122 Lyonsville sandy or sandy loam
- 717 Cohasset clay loam





Sketch

In-Lieu Practices # 1 and #2

Unit 10

no scale

property line: —————

harvest boundaries: — " — " —

truck road (seasonal): - - - - -

skid trail: - . - . - .

culvert (proposed): C

Class I watercourse: ——— MARTIN CR

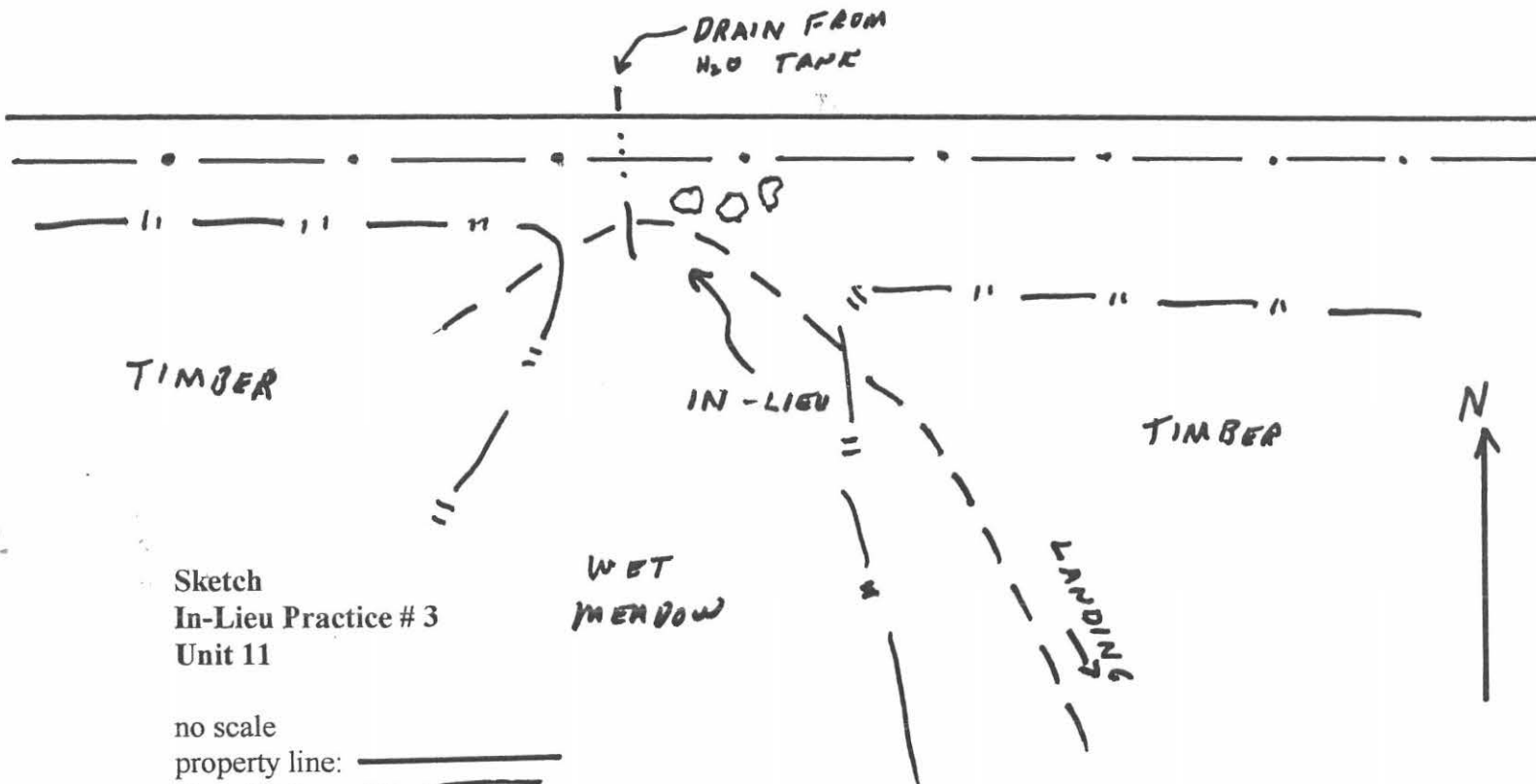
Class II watercourse: - - - - -

Class III watercourse: -

19.20 19.21

PART OF PLAN

N-2-02-002-5 - TEH



Sketch
In-Lieu Practice # 3
Unit 11

no scale

property line: _____

State Highway 36 ==

powerline: _____

harvest boundarys: _____

skid trail: - - - -

19.21 19.22

PART OF PLAN**N - 2 - 0 2 - 0 0 2 - 5 - TEH****Dept. of Fish and Game. 1603 Application
General description of Projects
Battle Creek Meadows Ranch NTMP**

This application is for approximately fourteen crossings on the Battle Creek Meadows Ranch. All but one are being done primarily as required for timber operations. One bridge is being done for other Ranch operations and is not involved with the NTMP.

All crossings are permanent. Since the NTMP is an on going management document and timber operations will occur repeatedly in the same areas, it does not make sense to remove and replace the crossings.

With the exception of crossings 9 and 13, all crossings are to be culvert or equivalent. The Ranch proposes to use heavy steel well casing that has been cut in half lengthwise. These are laid in the watercourse at the crossing site with the open side downward. This can be done with a minimum of disturbance to the watercourse bed. This method has been used previously with success. Either native material, if available and suitable, or material from a flood deposit along Bear Wallow Creek is to be used for fill and cover. Some crushed rock sources from off the Ranch may be used for final surfacing. It is estimated that all crossings other than 9 and 13 will each require less than 10-15 yards of material. Depending on the final approved location of the railcar bridges, more material may be required. Crossing # 9 could require up to one-hundred yards if placed at the existing crossing site. If placed at the preferred site, very little would be required. Large rocks, where appropriate, may be used as rip rap.

Crossings 9 and 13 are to be rail car bridges. Thirteen is to be placed on Martin Creek in a meadow location. There currently is a ford close to the intended bridge location. Number nine is on the upper portion of Bear Wallow Creek a short distance above an established ford. This car is a sixty-five foot cut down box car on which the sides have been left about sixteen inches high. Once the door sections have been welded in place, the sides will serve to keep debris from getting into the creek if, as proposed in an NTMP in-lieu practice, logs are skidded across the bridge. The length of the car allows for sufficient length on each side to prevent debris from reaching the water.

The type of equipment to be used may include all or part of the following: bulldozer, backhoe, dump truck, water truck, crane, and grader. Depending upon the final agreed upon locations for the railcars, it is expected that the amount of material removed from the watercourse at each location will be negligible and that the amount of fill material will be around ten to twelve yards.

Water for the water truck will probably drafted from an irrigation ditch. Most watercourses will be dry when work takes place. Only Martin Creek and Bear Wallow Creeks are likely to have water in them. All others, including the Class II number 7 are expected to be dry. No diversion is anticipated or required.

Most crossings are at existing locations on existing roads. The amount of vegetation disturbed or removed will be very low. The placement of the bridge on Bear Wallow Creek may

REVISED 8/20/02 #2~~19.22~~
19.23

PART OF PLAN

necessitate some moderate vegetation removal in the creek zone depending on the final location decided upon.

Most all crossings are dry during the summer and fall and there is no identified aquatic vegetation in the channels. The two Class II crossings have had no fish identified within the channels. Some small vertebrates and insects may be affected. The Class I crossings contain some fish, including small trout, as well as insects and probably some small vertebrates.

All crossings have been used as fords for many years. The impact on aquatic species is expected to be quite low and the placement of the crossings may be a net benefit to species present.

Operations are anticipated to occur in the fall of 2002 before rains begin. Work probably will begin as soon as a valid 1603 is in hand and will proceed as allowed by the timing provisions of the 1603.

All roads are gated and normally locked. The location of locked gates are shown on the map. Access to the Ranch can be had by contacting David L. Sellars, the RPF, at 530-893-9727 or Dan Foster, Ranch foreman, at 530-595-3293. The main gate on Hwy. 36 on the west side of Mineral is normally open or unlocked.

REVISED 8/20/02 #2

19.24
~~19.23~~

PART OF PLAN

N - 2 - 0 2 - 0 0 2 - 5 - TEH

1603 Crossing Application

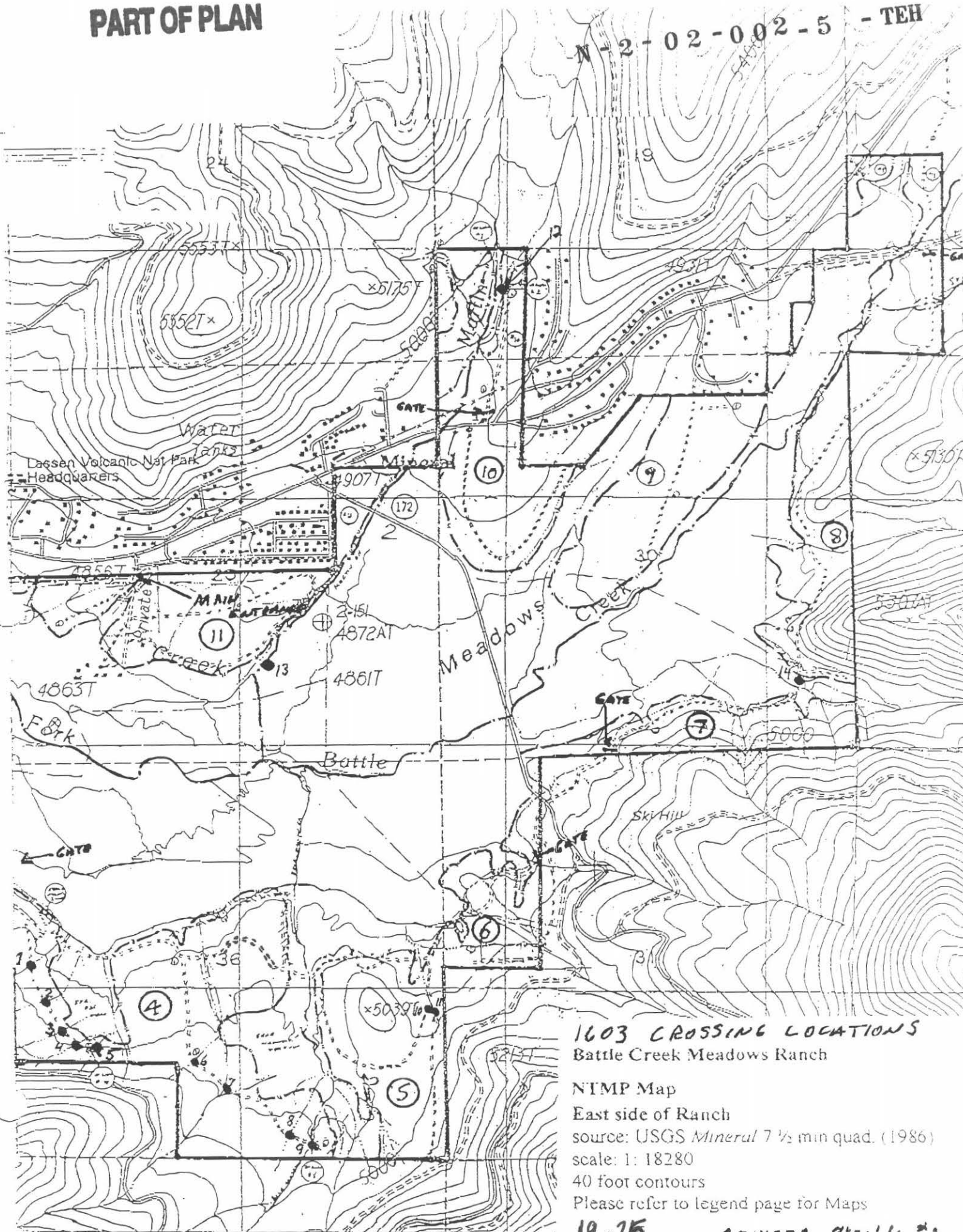
Number	Class Watercourse	Unit Number	Material
1	III	3	WC
2	III	3	WC
3	III	3	WC
4	III	3	WC
5	III	3	WC
6	III	4	WC
7	II	4	WC
8	III	4	WC
9	I	4	Railcar
10	III	5	WC
11	III	5	WC
12	II	10	WC
13	I	Meadow	Railcar
14	III	8	WC

WC indicates well casing split in half or CMP

19.25
~~19.24~~

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1603 CROSSING LOCATIONS
Battle Creek Meadows Ranch

NTMP Map

East side of Ranch

source: USGS Mineral 7 1/2 min quad. (1986)

scale: 1:18280

40 foot contours

Please refer to legend page for Maps

19-26

revised 8/20/02

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section by including all literature citations, personal contacts, etc. used in the preparation of this NTMP.

- 36) Page 90.1 (revised/new), and page 89 lists Past and Present Projects, however the map on page 90.1 or the discussion on page 89 does not adequately describe the legal location of each project. The map on page 90.1 does not depict township, range or sections for the areas shown. The RPF shall either provide the legal descriptions for each project, or provide a map that shows the legal location of each project.

Recommendation for your Response to PHI Recommendations:

- 37) Due to the extent of the plan deficiencies which generated the above recommendations, you will be providing a great deal of revised material to this NTMP. This material will be very time-consuming to review. Therefore, in your response letter, please be sure to clearly guide the reviewer to the page, paragraph, Item number, etc. where you have made your changes. An errata sheet may be helpful. If your responses do not clearly direct the reviewer, your responses may be returned to you with a request that you provide clear direction.

[End of PHI Recommendations to RPF]

Recommendation to Review Team from Inspector:

Based on #2f, #3c and #35 above, The Inspector should be consulted to ensure the RPF has provided all necessary revisions. I would encourage Review Team to seek my assistance with the entire second review of this plan since it is expected to be time-consuming.

RPF RESPONSE:

☒ I agree to the above recommendation(s) and include the recommendation(s) and/or attachment(s) as part of the plan.

☐ I agree to the above recommendation(s) with the following exceptions as noted and explained below.

☐ I agree to an extension of the date of plan determination. Such extension is granted to _____ (Date).

 11 AUG 02 Date
RPF Signature

19127

PART OF PLAN

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AUG 6 4 02 PM '02

CDF
COAST-CASCADE

Battle Creek Meadows Ranch

Non-Industrial Timber Management Plan

Mineral, Ca
Tehama County

Section One and Two

NTMP Form and Signature Pages
NTMP Map Legend 19.1
NTMP Maps 19.2 to 19.15
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Battle Creek Meadows Ranch

Non-Industrial Timber Management Plan

Mineral, Ca
Tehama County

Section Three

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CEQA Required Alternatives

Battle Creek Meadows Ranch NTMP

CEQA, the California Environmental Quality Act, requires that the proposed action be evaluated with various alternatives to determine the best action to be taken.

1 Proposed NTMP.

The proposed NTMP protects the qualities of the ranch that have been maintained over the last one-hundred plus years. The Ranch provides an aesthetically pleasing setting for residents of the Town of Mineral and the public traveling Highways 36 and 172 as well as the owners of the Ranch. The proposed NTMP will retain these values while providing a sustainable harvest level of high quality timber products necessary for maintaining the property. The NTMP also provides for action to reduce fire risk to the Ranch, the Town of Mineral, and the surrounding forest areas. Actions have been incorporated in the NTMP to protect the watershed and various RT or E species of wildlife.

2 Maintain Previous Activities

The Ranch has previously used Dead, Dying, and Diseased Exemptions to remove timber that has died, was dying, or was diseased. The amount of volume removed generally was sufficient to meet Ranch income needs. CDF has expressed concern for this continued salvage and has advised that an NTMP would be a more appropriate management tool.

3 No Action

This alternative would provide for no timber removal or activities to reduce fire risk. The owners would receive no timber income to provide for the maintenance of the ranch, including the payment of taxes.

4 Sale or Donation of the Ranch to a Government or Non-profit Environmental Organization

This alternative would transfer ownership to the government or some other organization for preservation. The character of the Ranch that makes it a desirable property has been developed and maintained over the last one-hundred plus years under the continuing ownership and management of direct descendants of the original owner. The Ranch has contributed tax revenue to various levels of government while maintaining a pleasing environment for both the owners and public. Both watershed and wildlife habitat has been preserved. Government or other ownership probably would not improve or enhance the present situation. Public access is not now provided and might well not be provided under other ownership. Taxes now paid under the present ownership might be reduced or eliminated under other ownership while expenditures of government funds might be required.

5 Develop for Other Uses

This alternative would develop or otherwise change the present uses to new uses. Possible other uses might include campgrounds, motels, dude ranch, housing development and associated commercial development. Such uses would change the character of the Ranch and most likely impair watershed and sensitive species protection. These uses would also impact present available utilities, including water. Noise levels would be expected to increase. Fire risk would be increased. Esthetic qualities would be reduced.

Sell Property to Other Private Owners for the Same Use

This alternative would simply transfer ownership to new owners for the same intended use. While the present owners intend to maintain the character of the Ranch for the foreseeable future, there is no guarantee that new owners might not change uses in time which could impair the present esthetic qualities as well as the watershed and sensitive species habitat.

Decision:

The ownership endorses Alternative #1 and categorically rejects all other alternatives as failing to meet their desires and objectives.

**General Description of Physical Conditions at the Plan Site and General Project
Description 14 CCR 1034(jj)**

Aspect and Slopes: The Ranch is located in a valley floor area. The general topography is flat to very gently sloping. Units #7 and 8 contain the only significant hillside area. Slopes were found up to 25%. Unit #1 and 2 contain some areas with slopes of about 10%.

Elevation: Elevation is from about 4800 feet at Battle Creek on the west side of the Ranch to about 5200 feet in Unit #8 on the east side.

Vegetation: Primary timber species are White fir, Ponderosa pine, Incense cedar, and Sugar pine. There are limited amounts of Douglas-fir, red fir, and Lodgepole pine. There are several areas of lodgepole pine in areas not considered to be manageable timberland.

The timberland and understory contains amounts of whitethorn and dogwood. The lower flat areas of Units 7 and 8 contain a groundcover of Labrador tea. There is no manzanita in the timberlands of the Ranch although it occurs in areas below and above the ranch.

The timberland is generally fairly open except for areas primarily adjacent to the west and south lines where there are doghair thickets of white fir and incense cedar. Reproduction is very heavy to Incense cedar. There is a lesser amount of white fir reproduction. Sugar pine, Ponderosa pine, and Douglas-fir reproduction is overall very low.

Red alder and willows are found along the watercourses and in wet areas.

The meadow/pastureland areas that comprise about 60% of the Ranch contain various grasses and plants characteristic of grazed areas. Much of the pastureland and Unit #11 is flood irrigated.

Soils: Soil-Vegetation Map for this area, 33A-4 shows almost the entire Ranch to be a 200 type soil. This is an unclassified bottom type soil. Small areas of 7124, McCarthy sandy or gravelly loam, 7122, Lyonsville sandy or sandy loam, and 717, Cohasset clay loam are shown in sections 19 and 30.

The Forest Service provided no useful information.

The Tehama County Agriculture Office provided a copy of a May 1967 soil survey that shows areas of Nk B, Nanny stony loam, Ik D, very rocky silt loam, and Cg D, Cohasset stony loam. There also is a small area of RuF, rubble land.

The above surveys are not compatible but do agree that the soils are basically sandy or gravelly loams. This fact is compatible with field observations. The soils are definitely of volcanic origin which is expected in that they are on the south side of Lassen Peak. Ash from the eruption of Mt. Lassen in the early 1900's fell on the area. It is reported that not much large material fell on this area.

There are areas on the west side of the Ranch that are largely piles of large rocks on which little vegetation is found.

Stand conditions: The stands are generally overstocked with basal areas in the two to three hundred square feet of basal area being common. Average stand volume is higher than recommended. Some areas, especially along the west and south lines, contain thickets of smaller timber, mainly white fir and incense cedar that pose a wildfire risk. Effective reproduction is low.

Stream, lake , and watercourse information: There are five Class I watercourses on the Ranch. The main one is, of course, Battle Creek which begins in the northeast corner of the Ranch where Summit Creek and Nanny Creek join. Battle Creek primarily is well outside the timberland. Summit and Nanny Creeks both flow primarily through or along the edge of the timber.

Bear Wallow Creek originates on the Forest Service south of the Ranch and flows north to Battle Creek. The mouth of Bear Wallow Creek is not well defined. It is in the pasture and water rather finds its way to Battle Creek without a defined channel. Fish cannot move readily from one watercourse to another. Bear Wallow enters the Ranch in the timber but directly enters a meadow area. It later skirts the edges of Units #4 and 5 before entering the large meadow area.

Martin Creek begins north of the Ranch and passes through Unit #10N in a mix of timber and wet meadow. The Creek crosses Highway 36 onto other private property, passes behind the gas station, and again onto the Ranch. The Creek crosses under Highway 172 and flows on the south edge of Unit# 11. It enters an area of open Ponderosa pine/ grass and then flows through the large meadow to Battle Creek. Sometime in the past, this last portion of the creek was redirected. It originally entered Battle Creek a distance further west from the present channel. There are two diversion dams on this creek.

Battle Creek meanders through the meadow. The floods of 1997-8 created significant channel changes. Portions of the bank have been armored with lodgepole trees cut on the Ranch. The Ranch also is actively planting willows along the watercourse.

Most of the above watercourses have cobble banks and beds. Within the timber, there is a fair amount of woody material within the transition zone.

There are four Class II watercourses on the Ranch. One is in the in the southeast corner of Section 30 between Units 7 and 8 and flows into Battle Creek. This unnamed creek is a Class II due to the marshy area it passes through. There is a Class II in Unit 4 and one within Spring House Meadow adjacent to Unit 4. The last one is in the upper part of Unit 10 between Martin Creek and the main landing.

Irrigation of the Ranch, primarily through flood irrigation, has been practiced since the early 1900's. There is a system of ditches and natural watercourses that form the water conveyance system. Most of the natural watercourses now have been altered and resemble ditches and many ditches now have some appearances of natural watercourses. They have been classified on the

map by what they most now resemble by appearance and use.

Wildlife: A bald eagle, deer, and coyotes have been seen on the Ranch. It is believed that mountain lions also frequent the area. Goshawks are shown on the NDDDB map to be found a few miles to the southwest so probably are also in the Ranch area on occasion but have not been observed. The willow flycatcher has been observed several times in the willows along Battle Creek by the Highway 172 bridge. There are no recent sightings. It is possible that the great gray owl may also be in the area although never observed. The meadow and timber edge provide habitat for many bird species.

Native trout inhabit Battle Creek, Bear Wallow, and probably Martin Creek. Part of the west side of the Ranch is within the Cold Creek designated impacted watershed for salmon. Actually, salmon cannot get within six or more miles of the Ranch due to Angel Falls.

Timber Harvest History: Timber has been removed from the Ranch since the late 1800's. Much of the original building material for structures and fences was produced on the Ranch. During the late 1940's, there was a significant timber harvest on the south side of the Ranch. Timber harvests in the last several decades have been limited to sanitation salvage and fuels reduction,

Generalized project description: This is an NTMP which will allow for long term planned timber management. The esthetic characteristics of the Ranch, a valuable commodity in itself, will be protected by careful harvesting. Reduction in fuels in critical areas will be done to reduce the risk of wildfire.

Management Objectives for Timberlands on the Battle Creek Meadows Ranch Mineral, CA

History

The Ranch was purchased in 1894 by W. A. Gerber and has been passed down through his direct descendants to the present time. Originally, the ranch was used primarily for cattle. Timber was not harvested commercially. A small sawmill was located near the southern part of Unit #9 and the lumber was used for ranch construction. The original fences on the ranch were constructed of split cedar posts and sawn boards. These fences did not survive well under heavy snows and frequent repairs were required. Later, split cedar rail fences became the standard due to their durability. Such fences are still being used and maintained on the Ranch.

During the 1920's, a new sawmill was constructed in the meadow area north of Unit #5. This mill was larger and included planer facilities. It was constructed using some parts from the original mill along with machinery obtained from the mill in Lyonsville. This mill operated only as required to furnish lumber for the Ranch. It is probable that only species like Sugar and Ponderosa pines and Douglas-fir were milled. The White fir, not being desirable, was not much used and, today, it and Incense cedar are the primary species in this area of the Ranch.

During the late 1940's, the need to generate income forced the harvest of quite a bit of timber. It is not known what volume was removed, but it is recalled that it was of the "higher valued species". Again, white fir and incense cedar appear to have been inadvertently favored.

Timber harvests in the last few decades have been done under dead, dying, and diseased exemptions. There has been heavy mortality due to the pine bark beetles in the ponderosa pine and *Scolytus ventralis*, the fir engraver beetle in white fir. Since the long drought that ended in 1984, annual salvage volume has been in the range of 100-150 M board feet.

Present and Future Timber Management

The Ranch is a closely held family corporation managed by a Board of Directors. The owners are committed to maintaining the character of the Ranch in perpetuity, including its visual quality. Today, the Ranch runs cattle during the summer and fall. Timber is harvested to maintain forest health, reduce fire hazard, and as a source of income.

Timber volume on the Ranch has been increasing and there has previously been no movement to balance this growth by increasing harvest levels. While under the NTMP, harvest levels are expected to increase in the future, a portion of the growth will be "invested" in some of the more productive larger trees. This "large tree management" has been practiced elsewhere to some extent and fits in nicely with the desires of the ownership of the Ranch. This policy needs to be reviewed frequently as new Rules and initiatives restrict the right to harvest trees over a certain age or size.

On the Ranch, timberland surrounds the meadows. Given the irregular shape and numerous peninsula like protrusions of timber into the meadows, there is a large amount of "edge" effect. It is intended to maintain this edge by careful and restrictive harvesting. This will maintain the visual qualities as well as wildlife habitat values.

Unit #11, often referred to as the "front forest", is not being managed for timber production in the normal sense. This area has more park like qualities than ones of a managed forest. The unit is located along the south side of Highway 36 between Highway 172 on the east and the sewer ponds on the west. The unit is very visible to the residents of Mineral, the traveling public, and the ownership of the Ranch. This roughly 98 acre stand is composed of an overstory of large dominant Ponderosa Pine with minor amounts of white fir and Incense cedar. These pines, of which there are a few hundred, are in the forty to fifty inch DBH range and are one-hundred fifty feet to two hundred feet all. A few of these trees were found to be over two hundred years old. Virtually all of the trees are overmature and in decline and each year one or two die or fall over. These trees will be harvested for salvage as they die, fall over or become diseased, or hazardous.

There is an understory within portions of Unit #11 of smaller trees that are generally short and of small diameters. This is composed mainly of white fir and incense cedar with minor amounts of ponderosa and lodgepole pines and Douglas-fir. Portions of the unit have previously been thinned to reduce this growth, which in areas amounts to more than three hundred fifty stems per acre. More of the area needs to be thinned and a fuel break created to reduce fire hazard. It is also important to maintain a visual barrier between Ranch buildings and the town of Mineral.

The silvicultural systems being proposed for treatment of Unit #11 are Sanitation Salvage and Fuelbreak/Defensible Space.

The remainder of the units proposed for management will be treated using primarily Selection, and Fuelbreak/ Defensible Space silvicultural methods. As required, Sanitation Salvage will also be used. It is also possible that some Commercial Thinning might also be done. It is anticipated that under the NTMP, Sanitation Salvage will become needed much less over time.

As discussed, treatments near the meadow edges will be restricted. The timber near the meadows generally is smaller, with more limbs, and of poorer quality. Its primary use is esthetics, wildlife habitat, and protecting timber inside the units.

Both volume per acre and basal areas per acre tend to be quite high. Live crown percentages tend to be low. Much of the timber is mature to overmature. This is a main reason why insects and disease have been so active.

Basal areas in many areas exceed 200 square feet per acre with a high of 440. This is much too high especially for stands that are predominately white fir. It is proposed to reduce the basal area in most units over the first ten year cycle. In areas exceeding 150 sq.ft. per acre, it is proposed to reduce the basal area by 25% or to around 150 sq.ft. Where the current basal area is between 100 and 150 square feet, it is proposed to reduce the basal area by 10 to 20 square feet

taking primarily those trees expected to live ten years or less, defective trees, and trees to relieve crowding. In areas designated as Site Class II, selecting out trees of the same qualities may be done provided basal area does not drop below 80 square feet per acre.

The Forest Practice Rules allow removing small groups of trees that will create openings of .25 to 2.5 acres in size *provided that* the net total of such areas is 20% or less of the total acreage of the unit. Such openings may be used along with planting to re-establish species such as Sugar and Ponderosa pines and Douglas-fir to areas where they are lacking. The openings will allow more sunlight for these species which are less tolerant than the true firs and cedar.

ESTIMATED SURFACE SOIL EROSION HAZARD MINERAL, CA
RM-87 (4/84)STATE OF CALIFORNIA
BOARD OF FORESTRY

A = FLAT B = SLOPE				FACTOR RATING BY AREA		
SOIL FACTORS				A	B	C
SOIL TEXTURE	Fine	Medium	Coarse			
1. DETACHABILITY	Low	Moderate	High			
Rating	1-9	10-18	19-30	15	15	
2. PERMEABILITY	Slow	Moderate	Rapid			
Rating	5-4	3-2	1	2	2	

B. DEPTH TO RESTRICTIVE LAYER OR BEDROCK

	Shallow	Moderate	Deep	2	2	
	1"-19"	20"-39"	40"-60" (+)			
Rating	15-9	8-4	3-1			

C. PERCENT SURFACE COARSE FRAGMENTS GREATER THAN 2 MM IN SIZE
INCLUDING ROCKS OR STONES

	Low	Moderate	High				FACTOR RATING BY AREA		
	(-) 10-39%	40-70%	71-100%	4	4		A	B	C
Rating	10-6	5-3	2-1						
SUBTOTAL							23	23	

1. SLOPE FACTOR

Slope	5-15%	16-30%	31-40%	41-50%	51-70%	71-80% (+)			
Rating	1-3	4-6	7-10	11-15	16-25	26-35	1	5	

III. PROTECTIVE VEGETATIVE COVER REMAINING AFTER DISTURBANCE

	Low	Moderate	High			
	0-40%	41-80%	81-100%	12	12	
Rating	15-8%	7-4	3-1			

IV. TWO-YEAR, ONE-HOUR RAINFALL INTENSITY (Hundredths Inch)

	Low	Moderate	High	Extreme			
	(-) 30-39	40-59	60-69	70-80 (+)	12	12	
Rating	10-3	4-7	8-11	12-15			
TOTAL SUM OF FACTORS							48 52

EROSION HAZARD RATING

<50	50-65	66-75	>75			
LOW (L)	MODERATE (M)	HIGH (H)	EXTREME (E)	L	M	
THE DETERMINATION IS						

7540-130-3

Battle Creek Meadows Ranch Silviculture

Of the approximately 2200 acres of land within the Ranch, 952 acres, or 43% is considered manageable timberland. The remainder is meadow/pasture land and a few small patches of lodgepole pine unworthy of management. The timberland has been divided into twelve units for management purposes. The primary criteria for this subdivision is geographical, however, some consideration was made for differences in timber type. Units #1 and 2 have not, as yet, been separated and remain grouped as one unit for initial management purposes. Due to the size, 143 acres, a division will probably be made at some point in time.

The primary commercial species are white fir, Sugar pine, Ponderosa pine, and incense cedar. There is some Douglas-fir but in an amount and distribution restricting it to secondary importance. A scattering of red fir and lodgepole pine were found also. Tables in the Plan show the species, basal area, approximate present volumes, trees per acre, and growth rates by unit.

Overall, the basal area was found to be very high. More than two hundred square feet per acre was common. A high was 440 feet in a white fir stand. These basal areas are much too high for any of the species present. Average DBH's of trees of commercial size is high. Percentage of live crown was observed to be low and much of the timber is considered mature to overmature.

Sanitation/ Salvage has been used on the Ranch in the last few decades to remove dead and dying trees. Several species of pine bark beetles in Ponderosa pine and *Scolytus ventralis*, the fir engraver, on white fir have resulted in significant mortality, as might be expected in mature and overmature stands. Continued salvage operations have resulted in skid trails and landings becoming more or less permanent. The area consumed by landings and skid trails is significant. Compaction of these areas has been identified as a significant problem. These areas also, obviously, contain little viable regeneration.

Soils are volcanic in origin and vary widely in depth. Soils are sandy to gravelly loams. Those areas generally bordering the meadow areas are classifiable as bottom lands. These soils are fairly productive and are classified as Site Class I. There is a band of soils starting in **Unit 2** on the west side and continuing along the south side of the Ranch between the bottom land soils and the property line to **Unit #6** that are best classified as benchland soils. These are observed to have noticeably lower productivity and are classified as Site Class II. Most of the Ranch is flat to gently sloping. The few areas of any consequential slope are found in **Units #4, 7, and 8**. These soils are fairly productive and are considered Site Class I.

In the early 1900's, there were two sawmills at different times on the Ranch to produce lumber for projects on the ranch. During the late 1940's, a heavy amount of timber was harvested of the "more valuable species" to meet an income need. During the late 1960's, a land trade with the Forest Service netted the ranch 120 acres within the areas of **Units 1,2, and 3**. The Forest Service retained rights to the timber for five years. It appears that much of the valuable timber within **Unit #3** was harvested. Efforts to determine the volume harvested by the above activities

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has not been successful. There also has been no success in determining the original species composition. It may be assumed that the early harvests for lumber uses were primarily Ponderosa and Sugar pines and Douglas-fir. Some incense cedar was taken for fence posts and later for fence rails. Incense cedar is still being used for fence rail production to maintain the fifteen plus miles of rail fence on the Ranch. The commercial harvest by the Ranch and the Forest Service also probably primarily targeted the pines and Douglas-fir. It is expected that the true firs, mainly white fir, was passed over as having no commercial value. Probably most of the incense cedar was also left. The result of these events is the largely white fir stands of the present. There are many large white fir trees in **Units #1 through 10**. There are also many large incense cedar of generally lower quality. While there are very nice Sugar and Ponderosa pines of large size in these units, they comprise a much lower percentage than they probably did one hundred years ago. Douglas-fir is mainly limited to the steeper ground of **Units #7 and 8**. Regeneration on all units is heavily to Incense cedar followed by white fir. Ponderosa and Sugar pine regeneration is spotty. There is almost no Douglas-fir regeneration.

The Ranch owners' primary goal is to maintain in perpetuity the unique characteristics of the ranch, especially its high visual quality. The owners also aim to improve forest health, reduce fire risk, and produce a steady and predictable income. The amount of timber harvested to meet income needs is expected to be less than growth. Maximizing timber production is of secondary importance and must not compromise the primary goals of high visual quality, serenity, and wildlife protection. Maintaining a natural park-like quality is especially important in **Unit #11**.

All units, other than Unit 11, will be harvested under Selection and Fuelbreak/ Defensible Space silvicultural methods. Sanitation Salvage will be used to capture mortality where no other harvest is scheduled. Commercial thinning will be held as an option but will probably have no use in the immediate future. As regeneration progresses on abandoned road and landing areas, commercial and pre-commercial thinning may be appropriate treatments to be used.

There is an area on the west property line within Sec. 26 where dog-hair thickets of white fir and incense cedar have developed. This area is of prime concern due to the fire risk. It is proposed to thin this area and clear ground fuels to Fuelbreak/ Defensible Space standards for Site Class I ground. The width will be held generally to two to three hundred feet and will gradually grade into a Selection prescription. Close to the property line, spacing will be such that tree canopies are separated. As the distance from the line increases, small groups of two or three trees will be allowed with space around them. It is believed that an acceptable compromise can be arrived at easily.

The Fuelbreak/ Defensible Space method may also be applied to **Units #3,4,5, and 6** in Sections 35 and 36, T29N, R3E and Section 31, T29N, R4E. The Forest Service has done DFPZ work in Section 35 and the western portion of Section 36 on the north side of Forest Road 29N48. This work protects the Ranch somewhat at present but may or may not do any good in the future if not maintained. Should brush and a heavy understory be allowed to regrow in these areas, the DFPZ's could actually become fire hazards. The Ranch has elected to develop its own fuelbreaks in order to assure protection of the Ranch. The proposed area is Site Class II and will meet Seed Tree stocking standards of 75 sq. ft. of basal area per acre.

Conditions within Sections 30 and 31 on the east side of Highway 172 presently do not warrant fuelbreak work. The option will be retained for future work, if it becomes necessary to protect the Ranch.

It is intended that the Fuelbreak/ Defensible Space work on the south and west sides of the Ranch be done in small pieces as time and finances permit. Each "unit" will generally be completed within a year and re-entry will not usually be required. All cleanup will be accomplished as work is done. Specifications for cleanup are at the end of the Silviculture section.

While the Forest Service has proposed additional work within the Mineral Basin under the Herger-Feinstein Quincy Library Bill, they are restrained under the Sierra-Nevada Accord from doing the level of work necessary to produce and maintain truly effective defensible zones. Therefore the Ranch will not depend upon this work for any significant level of long term protection.

There are many miles of edge where the timberlands meet the meadowlands. The trees along the meadow/ timber edge are generally of mediocre quality typically exhibiting poor form, excessive numbers of limbs, short height, and defect. These conditions may extend into the timbered areas up to several hundred feet. Timber production within this edge area will not be emphasized. Trees will be harvested under Selection or Sanitation/ Salvage on a restricted basis primarily as dictated by forest health considerations. These areas are of more value for wildlife and as visual barriers than as primary timber production area.

As the Ranch is almost universally overstocked both from a basal area and volume standpoint, a program will be initiated to remove a percentage of the timber from each unit other than Unit #11. This program is expected to be in effect for ten years. Those areas where basal area now is greater than 150 square feet per acre will be harvested to remove approximately 25% of the basal area. Trees of poor form, containing defect, exhibiting less than 20% live crown, or showing evidence of insects, disease, or mistletoe will be targeted for harvest. Spacing will be another primary criteria. Notwithstanding the above, Ponderosa pine, Sugar pine, and Douglas-fir will be given priority as leave trees. Large trees that are still actively growing and otherwise in good shape will be retained in the stand. A portion of the growth in the stand will be invested on large trees in an effort to promote and continue the production of large trees.

Those areas currently containing between 100 and 150 square feet of basal area will also have 25% of the basal area removed, however, at least 100 square feet must be retained on Site Class I areas and 75 square feet on Site Class II areas. Some areas have less than 100 square feet of basal area per acre. These are generally less than Site Class I and may be harvested to 75 square feet. Such areas generally have very poor timber and require a good "cleaning" in order to initiate replacement of the stand.

The necessity of frequent stand entry for salvage of dead dying, or diseased trees should be reduced as a result of the above prescription. Therefore, many of the skid roads and landings in the harvested areas may be returned to timber production. Regeneration of Ponderosa and Sugar

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pinus, and Douglas-fir is to be actively promoted. Site prep, including ripping, and planting will generally be required to achieve this goal.

The original species composition was undoubtedly higher in Ponderosa and Sugar pine and considerably lower in white fir and incense cedar than the present stands. The combination of favoring existing pines and regeneration will move toward a gradual return to the original species composition.

Under 933.2 (a) Selection, small groups of trees sized from 0.25 to 2.5 acres may be harvested. Rule 933.2 (B) requires that 80% of the stocked plots must meet basal area requirements of 933.2 (a) (2) (A) of 100 square feet on Site Class I and 75 Square feet on Site Class II and III land. This effectively requires that not more than 20% of the net harvest area be in these small selection groups.

In order to best blend the harvest areas into the stands to preserve visual quality, relatively small harvest units will be generally used. For the most part, this will probably mean five to fifteen acres. Some conditions will require smaller or occasionally larger units. Irregular shapes may be used to disguise the size. Care needs to be taken that the boundaries of the units be well flagged to facilitate harvest activities. Close coordination with the LTO will be required.

The use of two to two and one half acre group selection areas will favor the more shade intolerant Ponderosa pines. Areas of this size will require harvest units of ten or more acres which are at the upper end of the size discussed above.

The use of small harvest units requires a compromise with the desire to "retire" skid trails and landings. Care will be required in planning and implementation, especially in the initial years, to prevent "boxing in" the LTO by removing skid trails and landings too quickly while their use may still be required. Assuming one primary LTO will be used as in the past, decisions about what trails and landings are to be retired needs to involve the LTO.

Selected trees are being designated for seed collection. Care needs to be observed in the vicinity of these trees to prevent damage to them. Several trees per unit are to be designated as large, green culls to be retained for wildlife purposes. These trees need to be protected also from excessive damage.

The following applies to **Unit #11**.

Unit #11 lies south of Highway 36 and the Town of Mineral. The Ranch buildings are located on the southern side where it meets the meadow. The unit contains 98 acres. The stand has an overstory comprised mainly of large dominant Ponderosa pine and a minor component of white fir and incense cedar. The pine are generally in the 40 to 50 inch DBH range and are from 150 to 200 feet tall. The average age appears to be less than two hundred years old, however, perhaps 10% are over two hundred years old. Boring trees of this size is difficult and may allow pathogens entry into the tree. Therefore, only a few trees were bored and the remainder estimated which is all the accuracy required. All of the trees are mature to overmature and are

declining. There are several hundred of these trees within the unit. These large pines give the Ranch much of its character.

The understory in **Unit #11** is comprised of generally smaller white fir and incense cedar. In the area west of the main entry road, there is very little understory as this area is grazed. Much of the east end of the unit was thinned in the past to reduce fuel loading but there remains a fair amount of understory. The central area, closest to the residences contains a very heavy understory. Up to 350 stems per acre were found in sample plots.

Unit #11 will be managed using two systems. The large trees will be under a Sanitation /Salvage method. The large dominant trees, especially the pines, will only be harvested when they die, fall over, or become hazards. Otherwise they will remain standing. These trees have far more value to the owners standing than as commercial timber. Experience has been that one or two trees may be salvaged per year. Sanitation Salvage allows removal of no more than 10% of the average volume per acre in an operation. Historically, the amount removed has been a small fraction of this amount. It must be assumed that an increasing number of these trees will begin to be lost over the next few decades. A reduction in the understory needs to be made to protect these trees from fire and maintain their general health for as long as possible.

The understory will be managed by the Fuelbreak/ Defensible Space method. It is recognized that the density of the understory, particularly near the buildings, is a fire hazard. It is also recognized that this material provides a visual screen that is valued.

The initial plan is to develop one or more small demonstration projects to reduce the fuel load and protect the large trees while still providing the visual screen and maintaining an esthetically pleasing view. From that, additional work may be done. It is expected that this work will be done in stages over up to ten years. Previously thinned areas will also have to be reworked and maintained. Since this unit is a Site Class I, stocking will be as required for Fuelbreak / Defensible Space standards will be per Seed Tree stocking requirements of 100 sq. ft. of basal area per acre on Site Class I lands.

Unlike the Fuelbreak work in other units, that done in Unit 11 may be done in several stages. This will serve to preserve the aesthetic values better. Any work done will serve to retard the spread of fire. Full cleanup work will be done with each stage. Completion reports must be made at the end of each year and certified by CDF before any additional stage may be proposed for the same area. Clean up specifications are included below.

Cleanup of Fuelbreak/ Defensible Space Areas.

Section 933.4 states that the RPF shall describe in the plan specific vegetation and fuels treatment, including timing, to reduce fuels to meet the objectives of the Community Fuelbreak area. There does not appear to be established objectives for the Mineral Basin area. The only specifications known are those written into proposed projects by Ken Larson, Fuels Manager, for the Almador District of the Lassen National Forest. A copy of the response from Ken Larson is

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in Section Five. He has specified a heavy retention of large fuels over 12 inches in diameter, removal of all fuels between three and twelve inches, and a retention of up to three and one half tons of fuel between on-quarter inch and three inches. This amount of fuel retention is far above the intended residuals for the Ranch. The specifications for this NTMP will be the removal of all newly created material in excess of on inch in diameter and three feet long. Existing down and dead materials will be reduced to less than three and one half tons per acre by either removal or crushing it into the duff layer. The actions of skidders and tractors generally will crush and break up the material and incorporate it into the duff and soil to the point where it will not readily carry ground fire. It is expected that the actions of machinery will sufficiently expose mineral soil to further retard fire spread. The USFS General Technical Report PSW-56, *Photo Series for Quantifying Natural Forest Residues: Southern Cascades, Northern Sierra Nevada*, will be the guide for qualifying fuel levels.

The specifications for the Ranch exceed those proposed by the Forest Service, the only base line currently available and therefore comply with Section 933.4 of the Rules.

Basal area for Fuelbreak/ Defensible Space will meet or exceed the requirements for the Site Class area. 100 Square feet on Site Class I and 75 square feet on Site Class II.

Materials removed will be merchandised for sawlogs, biomass, or other products to the extent possible. Where conditions prevent all material to be chipped and removed for biomass by the time weather and road conditions dictate an end to operations for the winter, it is permitted to finish the work the following spring provided the conditions of 937.2 are met. All piles must be at least 200 feet from permanently located structures maintained for human habitation.

That material for which markets cannot be found will be piled for burning. Piles shall meet the provisions of 937.2 as stated above. Burning will be done before the following April 1st. *Following the year of its creation*

(AN as per RPF)

RANCH MANAGEMENT SUMMARY

	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6	UNIT 7	UNIT 8	UNIT 9	UNIT 10	UNIT 11	UNIT 12
Acres	143	*	85	134	91	91	36	127	108	75	98	2
Species composition												
Ponderosa pine	2.7	*	11	13.5	7	22	1	7	35	13	88	3.7
Sugar pine	3.6	*	16	4	7	1	0	3	1	0		16
White fir	69	*	40	38	56	43	30	64	59	67	6	80.3
Incense cedar	24	*	32	44	44	35	54	15	10	20	5	0
Douglas-fir	0	*	0	0.5	4	0	15	9	0	0	0	0
Lodgepole pine	0.7	*	0	0	0	1	0	2	0	0	1	0
Previous management	S/S	*	S/S	S/S	S/S	S/S	S/S	S/S	S/S	S/S	S/S	S/S
Constraints to Mgmt. 1	Scolytis	*	Scolytis	Scolytis	Scolytis	Scolytis	Scolytis	Scolytis	Scolytis	Scolytis	Scolytis	Scolytis
2	beetles	*	beetles	beetles	beetles	beetles	beetles	beetles	beetles	beetles	beetles	beetles
Site Class(es)	I	*	I and II	I	I and II	I and II	I	I	I	I	I	I
Soils	Nk B/Ru B	*	Nk B	Nk B	Cg D	Nk B	Nk B	Nk B	Nk B	Nk B	Nk B	Nk B
Size Classes	M/OM	*	M/30-40 yr.	M/OM	M/OM	M/OM	M/OM	M/OM	M/OM	M/OM	M/OM	M/OM
Slopes	flat	*	flat	flat	slight	flat	0-25%	0-25%	flat	flat	flat	slight
Proposed Silviculture	F, Sel, SS	*	F, Sel, SS	F, Sel, SS	F, Sel, SS	Sel, SS	Sel, SS	Sel, SS	Sel, SS	Sel, SS	SS, F	Sel, SS

Legend of Symbols:

SS or S/S: Sanitation Salvage

F: Fuelbreak/ Defensible space

SS or S/S: Sanitation Salvage

M: Mature

M/OM: Mature to over-mature

beetles: pine bark beetle species

Nk B: Nanny stony loam soil

Cg D: Cohasset stony loam soil

Sel: Selection

Note: Units 1 and 2 are combined hence the * in column 2

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UNITS 1 and 2

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Acres in Units: 143

Site Class(s): I

Species composition (BA): Ponderosa pine: 2.7%
Sugar pine: 3.6%
White fir: 69%
Incense cedar: 24%
Lodgepole pine: 0.7%

Stand age or condition: Mature to Overmature. Age of dominants is over one hundred years.
Unit 1 has an area of dense dog-hair thicket of white fir and cedar.

Projected growth: (See Confidential Section)

Present stocking level (BA/ac): (See Confidential Section)

Present volume per acre(MBF/ac.)(all species combined): (See Confidential Section)

Management history: Salvage logging only

Potential pest and/or protection problems: *Scolytis* in white fir. Possible bark beetles in Ponderosa pine. Fuel break work planned in thickets to reduce risk of fire loss.

Slopes: 0 to 10%

Aspect: Primarily East with small amounts of N, S, and W. Units mainly flat.

Soils: Primarily Nanny stony loam with small amounts of Rubble land

UNIT 3

Acres in Units: 85

Site Class(s): I (north) II (south)

Species composition (BA): Ponderosa pine: 11%
Sugar pine: 16%
White fir: 40%
Incense cedar: 32%
Red fir: 1%

Stand age or condition: Some mature timber. Most of unit is covered in small timber 30-40 yrs. old.

Projected growth: (See Confidential Section)

Present stocking level (BA/ac): (See Confidential Section)

Present volume per acre(MBF/ac.)(all species combined): (See Confidential Section)

Management history: USFS logged in 1960's when unit was traded to Ranch. Salvage only since then.

Potential pest and/or protection problems: *Scolytis* in white fir. Possible bark beetles in Ponderosa pine. Fuel break work planned in thickets to reduce risk of fire loss.

Slopes: Virtually flat

Aspect: Very slight North aspect

Soils: Nanny stony loam

UNIT 4

Acres in Units:134

Site Class(s): I (north) and II (south)

Species composition (BA): Ponderosa pine: 13.5%

Sugar pine: 4%

White fir: 38%

Incense cedar: 44%

Douglas-fir: 0.5%

Stand age or condition: Mature to Overmature. Age of dominants is over one hundred years.

Projected growth: (See Confidential Section)

Present stocking level (BA/ac): (See Confidential Section)

Present volume per acre(MBF/ac.)(all species combined): (See Confidential Section)

Management history: Salvage logging only

Potential pest and/or protection problems: *Scolytis* in white fir. Possible bark beetles in Ponderosa pine.

Slopes and aspect: mainly flat. One north and east facing slope about 10%.

Soils: Nanny stony loam

UNIT 5

Acres in Units: 91

Site Class(s): I (north) and II (south)

Species composition (BA): Ponderosa pine: 7%

Sugar pine: 7%

White fir: 56%

Incense cedar: 44%

Douglas-fir: 4%

Stand age or condition: Mature to Overmature. Age of dominants is over one hundred years.

Projected growth (MBF/ac/yr for 10 yr. period after initial harvest all species combined): (See Confidential Section)

Present stocking level (BA/ac): (See Confidential Section)

Present volume per acre(MBF/ac.)(all species combined): (See Confidential Section)

Management history: Logged in early 1900's to supply mill. Logged in 1940's. Salvage logging only since then.

Potential pest and/or protection problems: *Scolytis* in white fir. Possible bark beetles in Ponderosa pine.

Slope and aspect: slight slope toward north

Soils: Cohasset stony loam

UNIT 6

Acres in Units: 91

Site Class(s): I (north) and small amount of II (south)

Species composition (BA): Ponderosa pine: 22%

Sugar pine: > 1%

White fir: 43%

Incense cedar: 35*

Lodgepole pine: >1%

Stand age or condition: Mature to Overmature. Age of dominants is over one hundred years.

Projected growth: (See Confidential Section)

Present stocking level (BA/ac): (See Confidential Section)

Present volume per acre(MBF/ac.)(all species combined): (See Confidential Section)

Management history: Logged in early 1900's to supply mill. Logged in 1940's. Salvage logging only since then.

Potential pest and/or protection problems: *Scolytis* in white fir. Possible bark beetles in Ponderosa pine.

Slope and aspect: essentially flat with very slight north aspect

Soils: Nanny stony loam

UNIT 7

Acres in Units: 36

Site Class(s): I

Species composition (BA): Ponderosa pine: 1%

White fir: 30%

Incense cedar: 54%

Douglas-fir: 15%

Stand age or condition: Mature to Overmature. Age of dominants is over one hundred years.

Projected growth: (See Confidential Section)

Present stocking level (BA/ac): (See Confidential Section)

Present volume per acre(MBF/ac.)(all species combined): (See Confidential Section)

Management history:.. Salvage logging only.

Potential pest and/or protection problems: *Scolytis* in white fir. Possible bark beetles in Ponderosa pine.

Slopes: up to 25%

Aspect: primarily north

Soils: Nanny stony loam

UNITS 8

Acres in Units: 127

Site Class(s): I

Species composition (BA): Ponderosa pine: 7%
Sugar pine: 3%
White fir: 64%
Incense cedar: 15%
Lodgepole pine: 2%
Douglas-fir: 9%

Stand age or condition: Mature to Overmature. Age of dominants is over one hundred years.

Projected growth: (See Confidential Section)

Present stocking level (BA/ac): (See Confidential Section).

Present volume per acre (MBF/ac.) (all species combined): (See Confidential Section)

Management history: Salvage logging only.

Potential pest and/or protection problems: *Scolytis* in white fir. Possible bark beetles in Ponderosa pine.

Slopes: up to 25%

Aspect: primarily west with some south and north. About half of unit is flat.

Soils: Nanny stony loam.

UNITS 9

Acres in Units: 108

Site Class(s): I

Species composition (BA): Ponderosa pine: 35%
Sugar pine: 1%
White fir: 59%
Incense cedar: 10%

Stand age or condition: Mature to Overmature. Age of dominants is over one hundred years.

Projected growth: (See Confidential Section)

Present stocking level (BA/ac): (See Confidential Section)

Present volume per acre(MBF/ac.)(all species combined): (See Confidential Section)

Management history:.. Salvage logging only.

Potential pest and/or protection problems: *Scolytis* in white fir. Possible bark beetles in Ponderosa pine.

Slopes and aspect: Essentially flat. Very slight southern aspect.

Soils: Nanny stony loam

UNIT 10

Acres in Units: 75

Site Class(s): I

Species composition (BA): Ponderosa pine: 13%
White fir: 67%
Incense cedar: 20%

Stand age or condition: Mature to Overmature. Age of dominants is over one hundred years.

Projected growth: (See Confidential Section)

Present stocking level (BA/ac): (See Confidential Section)

Present volume per acre(MBF/ac.)(all species combined): (See Confidential Section)

Management history: Logging early in 1900's for Ranch mill. Salvage logging only since then.

Potential pest and/or protection problems: *Scolytis* in white fir. Possible bark beetles in Ponderosa pine.

Slopes and aspect: Mostly flat, some slopes under 5%. Very slight southern aspect.

Soils: Nanny stony loam.

UNIT 11

Acres in Units: 98

Site Class(s): I

Species composition (BA): Ponderosa pine: 88%

White fir: 6%

Incense cedar: 5%

Lodgepole pine: 1%

Stand age or condition: Mature to Overmature. Age of dominants is over one hundred years. Contains very large Ponderosa pines. A few are two- hundred years or older. All are overmature to very overmature.

Projected growth: (See Confidential Section)

Present stocking level (BA/ac): (See Confidential Section)

Present volume per acre(MBF/ac.)(all species combined): (See Confidential Section)

Management history:. Salvage logging only.

Potential pest and/or protection problems: *Scolytis* in white fir. Possible bark beetles in Ponderosa pine.

Slopes and aspect: flat with slight southern aspect.

Soils: Nanny stony loam.

UNIT 12

Acres in Units: 2

Site Class(s): I

Species composition (BA): Ponderosa pine: 3.7%

Sugar pine: 16%

White fir: 80.3%

Stand age or condition: Mature to Overmature. Age of dominants is over one hundred years.

Projected growth: (See Confidential Section)

Present stocking level (BA/ac): (See Confidential Section).

Present volume per acre(MBF/ac.)(all species combined): (See Confidential Section).

Management history:.. Salvage logging only.

Potential pest and/or protection problems: *Scolytis* in white fir. Possible bark beetles in Ponderosa pine.

Aspect and slopes: Less than 5% southern slope.

Soils: Nanny stony loam.

ROADS

The main road to the Ranch headquarters runs about a quarter mile south through Unit #11 from Highway 36. This road forks about midway with the right fork going to the barns and the left fork going to the residences. This road is graveled for all weather use. During the winter, the right fork is plowed. There is a defined but unimproved road that runs from the main road easterly through the center of the unit. Another road runs from the residences eastward to Martin Creek. The eastern most portion of this road is within seventy-five feet of Martin Creek and may not be used for timber operations within this area. The center road will be used to access any timber from the area near Martin Creek.

The main access road for the majority of the timberland begins at the Conard Grove Road just east of the Nanny Creek bridge within section 20. This road crosses Summit Creek and goes south and west, passing through a corner of USFS land in the upper northwest of section 29, and then heads south through Unit #8 until it crosses an unnamed Class II tributary to Battle Creek. The road then runs generally westward through Unit #7 until reaching Highway 172. This section of road has a slight uphill grade. The last several hundred feet are on USFS land. The road continues west of Highway 172 into Unit #6. The first hundred or so feet again are on USFS land. The road forks with a spur to the left going to the southern edge of the unit. The main road continues through Units 6 and 5 to a railcar bridge over Bear Wallow Creek. The road continues on through Unit 4, Spring House Meadow, Unit #3, and Supan Meadow. This portion of the road lies within the timber but generally within a few hundred feet of the meadow. From Supan Meadow, the road runs generally north through Unit #2. The road forks near the center of the unit. The right fork heads north to the meadow. The upper end of this fork has the only significant grade on the Ranch, sloping at roughly 10% toward the meadow. The left fork exits the Ranch near the center corner of section 35. The land beyond this belongs to SPI with whom permission to use the road has been obtained. This is the main haul road for the west side of the Ranch. It is another 1.6 miles to Highway 36.

The above road is primarily dirt and native rock. Except as noted, the grade is generally flat. This road has been in use for most of the last century and predates other roads, including Highway 172. There are a number of functioning culverts on the road including a number placed during the summer of 2001 under a DFG 1600 permit. Portions of the road have been improved using cobble material. The entire road is closed during the winter period.

Additionally, there is a loop road within Unit #5 and spur roads within Units 4 and 6. These have similar characteristics to the main road. There are numerous skid trails and landings throughout the timberland, a portion of which will be abandoned over time and reforested.

There are short access roads into Units 9, 10N, and 10S. These roads are dirt based and seasonal use only.

All Ranch roads are gated and locked. Public access is not allowed. These roads are used for Ranch activities other than timber. Cattle are run during the spring, summer, and fall. In order to maintain security of the Ranch and not impede grazing and irrigation, all access must be approved by the Ranch foreman prior to arrival.

REFORESTATION

Overview, Site Prep, Seed Collection, Seedlings, Planting, and Vegetation Control

An NTMP requires unevenaged management silvicultural method be used. This means generally Selection, Sanitation Salvage, and Commercial Thinning. Special prescriptions such as Fuelbreak/Defensible Space may also be used where applicable. Such procedures normally do not require reforestation. Conditions on the Ranch, however, are such that reforestation activities may be used to advantage on many areas.

Salvage activities have occurred with regularity in all units and there are a large number of skid trails and landings that have been developed. With use, the soils have become compacted and natural regeneration has not occurred. With the NTMP, a more pro-active stance will allow harvesting of at risk timber prior to the occurrence of mortality and, over time, significantly reduce the need for salvage logging. This will allow for reduced and much more infrequent use of these skid trails and landings. Many of these areas may be treated and returned to production of trees.

It appears that early harvesting activities on the ranch selected out the higher value species of Sugar pine, Ponderosa pine, and Douglas-fir. White fir and Incense cedar were not harvested to any great extent and have become the predominant species in most units. In order to promote the original diversity and improve forest health, reforestation may be used to move toward restoring the original species composition.

Discussions have occurred on plantings in some areas as visual screens. One such area that has been discussed is between the west end on Unit #11 and the sewage ponds on the west end of the ranch.

Unit #10 has approximately three quarters of its twenty-three acres in timber that is producing minimally at best. The unit contains older, mature ponderosa pine, some sugar pine, white fir, and incense cedar. The trees tend to be scattered, of generally poorer quality, and growing slowly. The soils are very compacted. There are some areas of heavy ground fuels. Portions of the area have good stocking of young seedlings. It appears that few seedlings survive for long. This is probably due to the compaction of the soil. Artificial regeneration will be required if this unit is to achieve reasonable timber production.

The following is a basic primer on the subject of reforestation. Particular emphasis is placed upon those methods and procedures that are applicable to conditions on the Ranch. Since reforestation is a subject on which books have been written, brevity does not allow for full and in-depth discussion of all aspects of the subject. It will be necessary to supplement this information in the future and consider new techniques as they become available.

Reforestation appears, on the surface, to be a rather simple and low tech activity. However, careful planning and attention to detail are necessary to insure any hope of a high survival rate and reasonable growth rate.

Site Prep Methods

Reforestation is generally most successful where the site has been properly site prepped to reduce soil compaction, enhance moisture holding capacity, and, in some cases, mitigate erosion problems. Removal of excess fuels and brush is also very important. Brush on the ranch is generally not a problem. Reduction of the fuel load is, however, very important. Even light ground fires can easily destroy a plantation of small trees.

The majority of nutrients in woody debris are in the material less than 3/8 inch in diameter. Material larger than this contains primarily carbon. Large woody debris is useful to wildlife and a few scattered large logs need to be retained per acre. Otherwise, it is probably best to keep the amount of dead and down material in areas to be planted at three tons per acre or less. The material should be discontinuous to prevent fire from spreading easily over the area.

Removal of slash concurrent with harvesting is probably the best way to reduce fuel loading. Slash removed to landings can be chipped for biomass or piled for later burning. Slash that is lopped and left in place tends to hamper reforestation work and generally leaves more fuel than is desirable. Ripping cannot effectively be done where there is much slash.

Several methods may be used to reduce fuels that already exist. A time honored technique is to use a tractor, either track or rubber tired, equipped with a front mounted rake to pile material for burning. Rakes tend to till the top layers of the soil to some extent and incorporate some organic material. Costs vary greatly but will generally be one to five hundred dollars per acre. A problem with this method is that residual trees and desirable vegetation may be damaged. On steep slopes or erodible ground, the use of a tractor and rake may lead to soil erosion.

Hand piling is used where either the area is small and tractors cannot be easily used or where manpower is available and/or cheap. Conservation camp crews are frequently used to do piling in government work. It is generally too expensive to do extensive hand piling on private lands.

Machines such as the Hydro-Ax, Shar, or Slashbuster may be used to advantage to grind slash and brush in place and leave it as a mulch on the ground. These machines are expensive and the cost per acre tends to be quite high. It generally is necessary to have a fair volume of work to do in order to justify the expense of moving in such machinery. All of this equipment uses steel teeth or flails in close proximity to the ground. The use of this equipment in areas of dry slash and where there are lots of rocks may be risky due the possibility of fire.

The best and probably most economical action would be to remove as much material from the site as possible during harvesting operations. A tractor and rake can be employed to further clean the area or to do areas containing large amounts of fuel where harvesting is not planned.

FROM : DAVID L SELLARS

FAX NO. : 5308939727

Aug. 20 2002 04:23PM PS

PART OF PLAN

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The use of fire in prescribed burnings may be used but may not be considered desirable due to the risk of the fire getting away and causing damage to surrounding areas. This frequently has been the case on government lands and to some extent on large commercial timberlands. Lacking the resources to control an escaped controlled burn, this method may be best used only in very special circumstances and/or on very small areas.

Compacted soils probably will not be adequately broken up with a tractor and rake. A rake usually is limited to three to eight inches of soil depth. The compaction on the ranch will likely require a ripper capable of penetrating eighteen inches into the ground. Experimentation will be required to determine the proper equipment and methods of use. In some cases ripper teeth have been fitted with one or more sets of wings placed at different levels to help lift and shatter plates in the soil. Making additional passes over the area at a bias may also help. In the end, it will require trial and error to determine what works best.

The desirable result is to have the soil loosened so that tree seedling roots can easily penetrate the soil. Proper ripping tends to promote storage of moisture in the lower soil layers where seedlings can benefit from it for a longer time of the year. The loosened soil is also much easier to plant.

The use of soil amendments such as fertilizers have been tried but are seldom economical. Money spent in reforestation seldom can be recovered during the early portion of the rotation. Intermediate treatments, if any, during the later portion of the rotation cycle frequently yield little income. "Extras" such as fertilization done early in the rotation generally will not create sufficient extra growth to cover the additional cost. Occasionally, such work may be done to advantage in the last few years of the rotation.

Seeds and Seedlings

Only high quality nursery stock should be used. The labor cost of digging them up, survival, and questionable genetics of wild seedlings almost always make them a poor choice. Given the associated costs of site prep, planting, etc., it is wise to use only stock of a known and desirable seed source from the proper seed zone and elevation. Seedlings need to be produced at a nursery known to produce high quality stock. The seedlings must be properly stored, both before and after delivery to the planting site. Refrigerated storage is mandatory if seedlings are to be stored on-site. If no refrigerated storage is available on site, seedlings need to be delivered only in quantities that can be planted within 48 hours. The longer trees are out of the cooler before planting, the lower the survival.

The State has been divided into many seed zones. Generally, seedlings grown from seed obtained within a zone may be used successfully anywhere within the same zone. Usually, the elevation of the seed source should be within two hundred feet of the elevation where the seedlings will be planted. The ranch is located within the 522 seed zone.

Reforestation will probably be more successful if the seedlings are grown from seed previously collected on the site where they are to be planted. Potential seed trees are being selected on the ranch to meet Ranch needs with possibly some available for sale. These trees exhibit good phenotype (what they look like) which is an indication of their actual genotype (what they actually are). Desirable characteristics include height, diameter, form, lack of defect, crown, self pruning, and freedom from disease and insects.

Going to the extra trouble of collecting seed on the ranch may seem like overkill. Unfortunately, it is not always possible to guarantee that seed obtained on the open market is what it is advertised to be and there are occasional problems. Since the opportunity presents itself to eliminate any concerns, it seems prudent to do so. Having a banked source of seed also eliminates the risk of having seed in short supply when it is needed.

Since the NTMP will allow harvesting to be reasonably predictable as to acreage, unit, and planting stock required for a period of several years in advance, the ranch can have trees grown under contract and from seed that the ranch will provide. This will significantly reduce the lag time in reforestation projects.

Species of interest on the ranch are: Sugar pine, Ponderosa pine, and Douglas-fir. White fir and especially Incense Cedar are prolific enough all over the ranch that they can be expected to regenerate naturally without planting.

The white pine blister rust is a very serious problem in Sugar pine. Cones from potential seed trees will have to be tested to determine if they are resistant to the disease. Only resistant trees are desirable if they are available. Non-resistant trees may be selected for harvest to eliminate them from the stand. Seed is tested by sending 175 filled seeds from a known source to the Forest Service in Placerville where they will be grown and then infected with the rust spores. If the seedling survive, the seed source may be considered resistant. Unfortunately, this process takes time.

In the fall of 2001, approximately twenty-five bushels of cones were collected from three Sugar pine trees within Unit #4. The cones were delivered to the CDF Moran Reforestation Center in Davis, CA for processing. The seed obtained will be tested for germination and stored under controlled conditions in a seed bank until needed. The seed is expected to remain viable for up to twenty-five years.

Trees bear cones infrequently. It may be seven or more years between good crops. The fall of 2001 was good on the Ranch for Sugar pine and White fir. The cone crop for Ponderosa pine and Douglas-fir was very poor.

Collection Methods

Cones may be shot out of trees but generally a climber goes up the tree and shakes the cones off the tree. They are then picked up off the ground and placed in burlap or plastic mesh bags for shipment. Some species are bagged in the tree and lowered to the ground.

Cones are picked before they open and will open within the bags. Therefore, the bags are only partially filled to allow for expansion and promote good airflow for drying. Cones may be heavily covered with pitch when picked. This dries when the cones open.

Getting the Seedlings Grown

Only nurseries known to be capable of producing high quality seedlings will be selected for growing stock under contract. It is generally very poor economics to plant substandard seedlings. Therefore the nursery will be required to "cull out" inferior stock and deliver only good stock. Frequently, "spec" stock from nurseries may contain undersized, and/or poor quality seedlings that are not worth planting.

Nursery stock is either grown as "bare root" meaning it is grown in beds in the soil or as "container stock" meaning it is grown in some type of container generally in a greenhouse. Both types have advantages and disadvantages. Bare root has always been the main type grown but some timber companies tend to favor container grown stock and have invested heavily in the physical plant required.

Bare root seedling are generally denoted as 1-0, 2-0, 2-1, or plug-1. This refers to the time in the nursery bed. A 1-0 tree means it was grown in a bed for one season before being lifted. A 2-0 seedling spent 2 years in the bed. A 2-1 seedling was grown in a bed for two years and transplanted to another bed for an additional year. A plug-1 was a container tree transplanted to a bed for another year. Sometimes excess stock may be transplanted as a way of carrying it over until the next season. Some species do best as either a 1-0 or 2-0. Some stock formerly grown as 1-0 now is more often found as 2-0.

The longer a seedling stays at the nursery, the higher the cost. Often the higher cost may be offset by higher survival in the field and the need to plant fewer trees. Planting a lot of trees to make sure there is adequate survival has another drawback. Thinning is generally required latter to remove the excess trees. The cost for this is rather high and best avoided.

After seedlings are lifted from the bed, generally in the late fall, they are inspected, culled, graded, and packed for storage and shipping. Seedlings are held in cold storage until shipped. It is best to have trees delivered only when they will be planted within forty-eight hours. Seedling are perishable and require tender care and handling until planted. Seedling should never be stored in hot areas, bright sunlight, and should never be allowed to dry out. It is usually a waste to plant such trees.

Container grown stock takes less time to produce. Generally, a container tree that can be grown in one year is equal to a 2-0 bare root tree. The cost is generally higher. Container trees also usually store better, especially if they remain in their container.

In years past, #4 containers were popular. It is now generally accepted that a #8 or larger is necessary. The larger size costs more and take more room to ship.

Planting

Now that the seedlings, pampered for so long in the nursery, have been rudely ripped from their bed, bundled, nearly frozen, beaten and thrown around in shipping, and possibly heated and dried out in storage, it is time to put them in the ground where they will be expected to grow into healthy trees and live a long time. This is a lot to expect of a little baby tree. A lot will depend on how well and carefully they are planted.

The normal way of planting in California and most other places in the west is for a person known as a tree planter to dig a hole and plant a seedling in it. If proper site prep has been done, and the ground is fairly soft, a hole can be made with relative ease and sufficiently deep. Various tools are used to dig or punch the hole. A dibble, or pointed stick, may be used for container stock but is generally not adequate for bare root stock. Shovels and modified shovels are used in some areas. A frequently used tool is a hoedad which may also be known by other names. Various blades can be used with these tools depending on conditions and stock. Narrow and pointed blades work for container stock. Large bare-root stock requires a long wide blade that may take a lot of effort to get into the soil far enough. Ripped soil is a decided advantage with the larger blades.

The seedling needs to be placed in the hole so that the roots are all in the hole and hang straight down. If the hole is not deep enough, and the roots curl upwards, the seedling will die. The tree needs to be held upright with the root collar at surface level, and the soil firmly pressed back into place. A good planter can plant a thousand to fifteen hundred seedling per day. A poor planter can kill about as many.

Planting is very hard, demanding work and is usually done under harsh conditions. Frequently, farm labor contractors also do tree planting. Good supervision is absolutely necessary so that any planting problems can be corrected immediately.

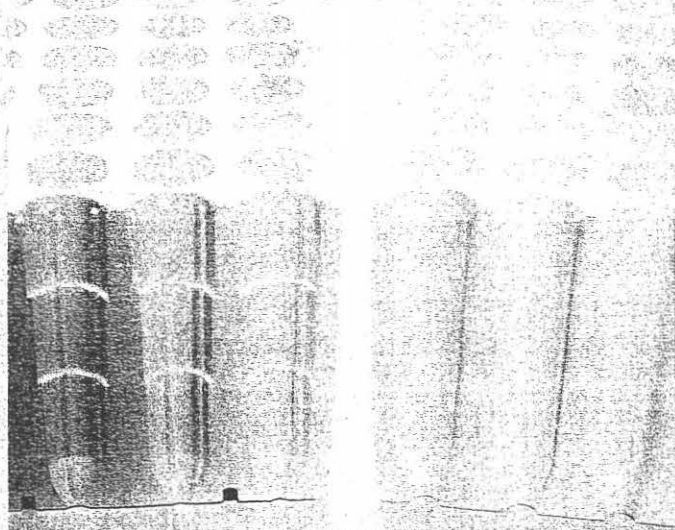
On the ranch, it will be desirable not to plant trees in straight rows. The appearance of a plantation is to be avoided. Random lines and somewhat uneven spacing is preferable.

Now, if the seedling doesn't dry out, get crushed by snow, stomped or eaten by an animal, or burned, it might make it to become a tree.

Vegetation Control

After investing the time and money to get a seedling properly planted in the ground, government, industry, and private owners have frequently walked away and been surprised when the trees all died. Competing vegetation is probably the largest single reason for failures in reforestation. Without a doubt, it is on government land. The ranch is not subject to a lot of brush growth and it is not expected that brush control will be a large problem. Grass will be the biggest problem in some areas. Although cattle may be used to some extent to control grass, access of cattle to planted areas must be carefully monitored to prevent damage to seedlings and young trees.

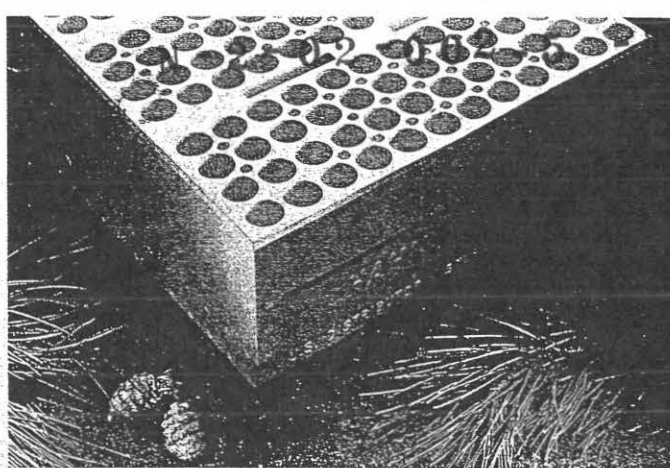
First Choice Blocks™



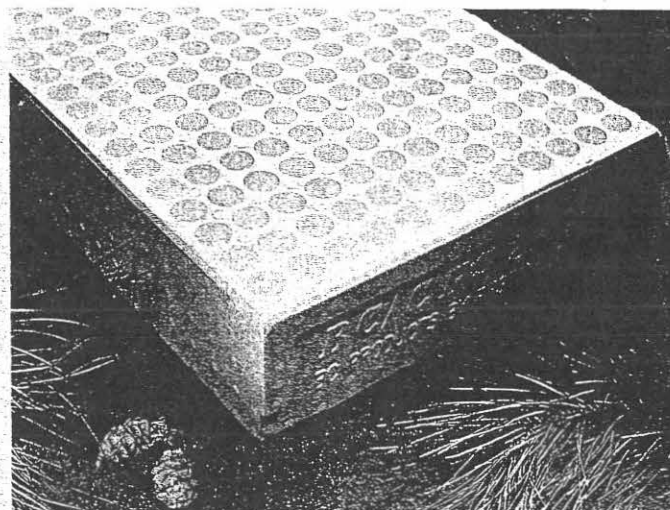
Nature Root Core

Regular Core

First Choice Blocks are used primarily to grow seedlings for rural and urban reforestation, as well as Christmas trees. We use high density polystyrene bead with no special coatings which inhibit recyclability. Our expanded polystyrene products are made WITHOUT Ozone depleting CFC's or HCFC's and are 100% recyclable. At First Choice we are committed to the future of our environment. We use the latest technology in shapemolding to produce products that help rebuild our Forests. We manufacture to customer specifications servicing areas in Canada, the United States and overseas.



211/2



211A/2A

Cells per block	192	192	240	240
Cells per ft. ² / per M. ²	96	1033	103	1109
In. ² per cell / ml per cell	2.3	39	2.3	39
Cell dia. @ top in. / cm	1	25	2	2.5
Cell depth in. / cm	4.5	11	4.5	11
Blocks per Bundle	40		32	
Block length (in.)	20.4		23.6	
Block Width (in.)	13.9		13.9	

Features	Airflow	Regular
	Legs	Airflow
	No legs	Legs
		No legs

PART OF PLAN

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Site Prep Plan

Site prep and reforestation will not be required to meet stocking requirements on this NTMP. As discussed in the Reforestation section, site prep and planting will be used to return excess roads, skid trails, and landings back into productive forest land. Virtually every unit, except Unit 11, contains areas that can be so treated. These areas are scattered within any given unit and not mapable.

The site prep activities will be designed to remove excess slash and debris from the areas to make way for planting and reduce fuel loading. Several methods of achieving this may be used. Skidding slash and tops to the landing during harvest operations may be used. This may also be done as a separate operation especially where large accumulations of slash already exist.

Using a tractor mounted rake may also be used where such use seems advantageous. Piles will most likely be made in the stands rather than being gathered on a landing. Either wheel or crawler tractors may be used as seems appropriate for the situation.

Optionally, various types of machines such as a Slashbuster may be tried.

Generally, the ground on the old trails and landings is compacted and ripping will be required to allow for a reasonable survival of seedlings. Ripping will probably be done with a crawler tractor and ripper. New innovations may be tried as they are developed.

All equipment will be operated in a manner that reduces damage to residual trees to a minimum. Rippers are to be kept outside the dripline of crop trees to prevent excessive root damage.

Site prep using a tractor and rake may be done at any time of the year except the winter period. Removal of slash by means of a grapple or other suitable means may occur into the initial winter period until soils become saturated. Site prep will not be done when soils are saturated as defined within the NTMP.

PART OF PLAN

N - 2 - 0 2 - 0 0 2 - 5 - TEH

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Sustainability and Harvest Levels General Conditions, Parameters, Initial Harvests

The stands on the Ranch are almost universally too heavily stocked. Basal area per acre of two to three hundred square feet is common. The board footage per acre is also higher than acceptable. In other areas of similar characteristics, 130 to 150 square feet of basal area and 17 to 20MBF/ acre of volume is considered reasonable.

The conservative manner in which the timber on the Ranch has been managed over the last one hundred years has resulted in an overall appearance probably not terribly unlike what it was in the 1800's. There has been a change in the percentage of the different species in the stand and the stands were likely more open with less undergrowth. To the average person, however, the Ranch probably appears mostly untouched. Meanwhile, other timberlands in the Sierra have seen dramatic changes due to mining, timber harvest, development, etc. Other timberlands in the area, including the Forest Service, have been heavily managed for timber. While they have not been managed incorrectly, they no longer appear "natural". The Ranch, therefore, has a rather "unique character" that has definite value. The owners wish to preserve this value and require that timber harvests not diminish it significantly.

It is necessary to begin a program to gradually decrease both basal area and volume stocking levels to what is believed to be more suitable for long term sustainable growth and forest health. This needs to be accomplished while preserving the esthetic qualities and reducing the risk of fire. The reduction must be done in steps, also, to protect the residual stand from wind and snow damage, sun scald, etc. The steps need to remove enough timber in each entry to allow relatively easy harvest while protecting residual timber, and preventing, to the extent possible, additional soil compaction.

It is proposed to harvest most areas within an initial ten year period. Basal areas would be reduced by 25%. Harvest will be primarily by using the Selection method so that harvesting will occur across the diameter classes. This will result in a roughly 20-30% reduction in volume. Priority will be given to removing the poorest trees, the slowest growing, dead, damaged, and diseased, and alleviating crowded conditions. A portion of the large trees still exhibiting good growth characteristics will be retained for additional growth. This is all covered within the Silviculture section.

Consistent with the stocking requirements of the Rules, care will be taken to not reduce stocking below required retention in those areas where stocking is low.

By keeping harvest areas relatively small, irregular in shape, and located in a manner to reduce their viability, the visual characteristics of the Ranch may be maintained. At least in the initial harvest, until a track record is developed, attempting to capture all available growth will not be attempted. Growth will continue to outstrip harvest in the short term. As the stands approach regulation, this matter may be addressed and more volume taken to prevent additional stagnation of the stand.

The initial harvest will be driven by the need to reduce the basal area of the stands. Stand volume will enter into the mark only as it is related to basal area. Therefore, the volumes removed will be significant but consistent with reaching the basal area and volume goals listed above.

Market conditions will be factored into the harvests. Harvest levels and species harvested will be tailored to market conditions. Market conditions may also determine if the initial cut is finished in ten years or a slightly longer or shorter period.

Over the next thirty to fifty years, those areas which are intended to be reforested, such as excess skid trails and landings, will begin to contribute to the volume per acre. It will be necessary to factor this increased volume into the allowable harvest.

The projections assume an additional cut of 25% in a second cycle of cuts over another ten year period to further reduce basal area and stand volume. After the initial cut, as with any additional cutting cycles, it will be necessary to reassess the stands and determine if the proposed action is appropriate or if adjustment is required. The RPF doing the reassessment will use such methods as necessary to assure that the long term goals are met. This may or may not include additional plots.

There is no way in which this stand can be effectively modeled over a long period of time. Periodic reassessments must be used where the effects of past actions are considered and additional steps evaluated based on the past results.

It is assumed that full regulation of the stand may be achieved in forty to fifty years. Until this time, the stand will still be overstocked to some level.

As discussed within the Silviculture section, all units except Unit #11 will be harvested primarily under the Selection method. Portions of Units 1 through 5 will have portions along the property lines treated under the Fuelbreak/Defensible Space method to reduce the risk of fire. Sanitation-Salvage will still be practiced until conditions in the stands improve to where the method is no longer required as a general practice.

Unit #11 is a special case, the treatment of which is more fully discussed elsewhere. Timber production within this Unit is secondary to maintaining the visual value. Sanitation -Salvage and Fuelbreak/ Defensible Space methods will be used in this unit.

Harvesting on the Ranch has always been done with track type and rubber tired skidders. This is expected to be the primary method in the future. It is possible that some animal yarding may be tried in the future. The topography being mainly flat, there is no need for cable nor helicopter yarding.

CACTOS GROWTH and HARVEST SIMULATIONS

Most of the stands on the Ranch contain timber which is predominately over one-hundred years old. CACTOS is designed primarily for stands under one-hundred years of age. This is because the data used to design and test the program has been derived from younger stands. There is little data from older stands because these stands, and the plots within them, tend to get harvested before adequate data can be obtained. Therefore, the projections contained in this NTMP are automatically suspect and must be viewed with care. Growth simulations are limited to ten years as anything beyond this period begins to resemble Fantasyland.

As discussed in other sections, the intent is to accomplish an average twenty-five percent reduction in basal area over all units, other than Unit 11, within roughly a ten year period. Harvest areas will be kept small and irregular to help screen them from view. Therefore, no unit will be harvested completely in any one year but the harvest will take place over a ten year span. This makes simulation difficult. Simulations were done as if the first harvest would all be done in the first year. Twenty-five percent of the basal area was removed across all DBH classes based on both basal area and live crown ratios. Diameter class tables were run before and after harvest with all species combined. The stands were then grown for ten years and the procedure repeated. No growth projections were done beyond this point.

Forest Practice Rules require minimum basal area retentions. In a few cases, the harvests reduced the basal area below the minimums. Most plots, however, still retained a basal area well above the minimums and well above the ultimate goals. Actual in the field marking will assure that minimum basal areas are retained.

The second harvest assumes another twenty-five percent reduction in basal area. By the time second harvests begin, sufficient experience should be available from the first cuts to determine if this strategy is appropriate or if modifications are required.

Given the age, density, species, and history of mortality in the stands, it is deemed necessary to make progress toward reduction of basal area and volume per acre gradually. This also takes into consideration the desires and goals of the owners.

Unit 11 has been treated totally different. As outlined elsewhere in the NTMP, the goal is to retain the large overstory Ponderosa pine and treat the understory to create an adequate fuelbreak. The simulation assumes that ninety percent of all material twelve inches DBH and below would be removed. This actually removes very little volume or basal area. The harvest would actually occur over less than twenty-five percent of the unit.

Data included in the attached tables reflect retention volume. Harvest volumes are not included. The Rules require proof of sustainability of growing stock but do not require data on the amount harvested. This information is valuable to the owners but not information that needs to be known to the public.

ATTENTION

- I. THE FOLLOWING ADDENDUM(S), AND INFORMATION IS REQUIRED BY LAW TO BE KEPT CONFIDENTIAL AND IS NOT FOR PUBLIC VIEWING:

ARCHEOLOGY:

(GOV. CODE 6254.10) & 14 CCR 929.1(a) (2))

PAGE 124.1 THROUGH PAGE 257.3

OPTION "A" TRADE SECRETS:

(GOV. CODE 6254.7(a))

PAGE 51 THROUGH PAGE 87

NTMP – TRADE SECRETS:

(GOV. CODE 6254.7(a))

PAGE _____ THROUGH PAGE _____

- II. THE FOLLOWING NON-CONFIDENTIAL PAGES HAVE BEEN REMOVED FROM THIS THP/NTMP. THESE PAGES ARE AVAILABLE UPON REQUEST FROM THE DEPARTMENT OF FORESTRY & FIRE PROTECTION, 6105 AIRPORT RD., REDDING, CA 96002, OR CALL 530-224-2445.

OTHER(S) _____

PAGE _____ THROUGH PAGE _____

Battle Creek Meadows Ranch

Non-Industrial Timber Management Plan

Mineral, Ca
Tehama County

Section Four

Cumulative Analysis

CUMULATIVE IMPACTS ASSESSMENT

1. Do the assessment area(s) of resources that may be affected by the proposed project contain any past, present, or reasonably foreseeable probable future projects? Yes.

Sierra Pacific Industries continues to operate on THP 2-98-286. This THP has a total of 2530 acres. The THP is within T29N R3E, Sections 19-22, and 27-30. Seventy-two acres are in clearcut, 37 in selection, 361 in commercial thinning, and 2060 in shelterwood removal. The plan lays along Battle Creek and on both sides of Highway 36 just below the Ranch. The plan includes tractor, cable, and helicopter yarding. Cable operations are underway in the western portion during April/ may 2002. Operations on the plan will likely continue into next year. This will probably end operations for SPI in this area for at least ten years according to the SPI forester in charge.

THP 2-98-243 is within T29N R3E, Sections 24-26 and T29 N R4E, Section 19. The THP is 293 acres with 272 in Commercial Thinning and 21 in Seed Tree Removal.

THP 2-98-262 , which has just been extended for one year, is within T29N R2E Sec 22. It contains 138 acres of which about 100 are within the Cold Creek planning Watershed. Fifty-five acres are Shelterwood Removal, 6 in Sanitation Salvage, and 71 in Transition.

The Almador District of the Lassen National Forest Adjoins the Ranch on the southern and a portion of the eastern sides. The Forest Service has done fuelbreak work in this area within the last few years. More DFPZ are proposed north of Highway 36 and quite a distance from the Ranch.

There are occasional exemptions within the Town of Mineral which lies on the north side of the Ranch.

No problems have been identified that would, with the proposed NTMP, require mitigation beyond the measures already part of the plan.

2. Are there any continuing, significant adverse impacts from past land use activities that may add to the impacts of the proposed project? None noted.

3. Will the proposed project, as presented, in combination with past, present, or reasonably foreseeable probable future projects identified in items (1) or (2) above, have a reasonable potential to cause or add to significant cumulative impacts in any of the following resource subjects?

PART OF PLAN

Yes, after mitigation No, after mitigation No Reasonable Potential
Significant Effects

1. Watershed	N - 2 - 0 2 X 0 0 2 - 5 - TEH
2. Soil Productivity	X
3. Biological	X
4. Recreational	X
5. Visual	X
6. Traffic	X
7. Noise and Other	X

1 WATERSHED

CDF has requested that the Assessment area be that of the three Calwater drainages in which the Ranch falls. These are: Martin Creek, 5507.120501, Cold Creek, 5507.120502, and Nanny Creek, 5507.120503. Acreages for each could not be located on the website. A rough estimate from the three involved quadrangles: *Mineral*, *Lassen Peak*, and *Lyonsville*, indicate that the total area involved is about 36 square miles. . The area within the Ranch amounts to about one tenth of this total area.

The Ranch is on the South Fork of Battle Creek. The Battle Creek Watershed Conservancy was contacted regarding projects and problems within the watershed. No problems were noted which might be impacted by the present project.

The three Calwater drainages are all listed as impaired. Angel Falls is located within the Cold Creek planning watershed some six or more stream miles below the Ranch. The Department of Fish and Game has determined that Angle Falls is a permanent barrier to fish migrations and that the listed watersheds on the Ranch need not be considered.

Most of Battle Creek is within the meadow and largely away from the timberland. There will be a WLPZ within Units #8 and 9. Nanny and Summit Creeks are largely within the timber and will have WLPZ's. Most of Martin Creek will be within a WLPZ. About one third of Bear Wallow Creek will be in a WLPZ. The areas are almost flat so the WLPZ width will be 75 feet on each side of the stream channel.

The information below pertains mainly to the Class I watercourses within the timberland. It is assumed that any adverse effects from Class II, III, and IV watercourses would impact the Class I watercourses.

PART OF PLAN

N - 2 - 0 2 - 0 0 2 - 5 - TEH

Watershed Assessment Map Battle Creek Meadows Ranch

BCMR N-2-02-002-5-T EH

por Secs. 24, 26, 25, 35, 36 T29N, R3E and
por Secs 19, 20, 30, 31 T29N, R4E, MDB&M

Berresford THP-2-98-243-T EH

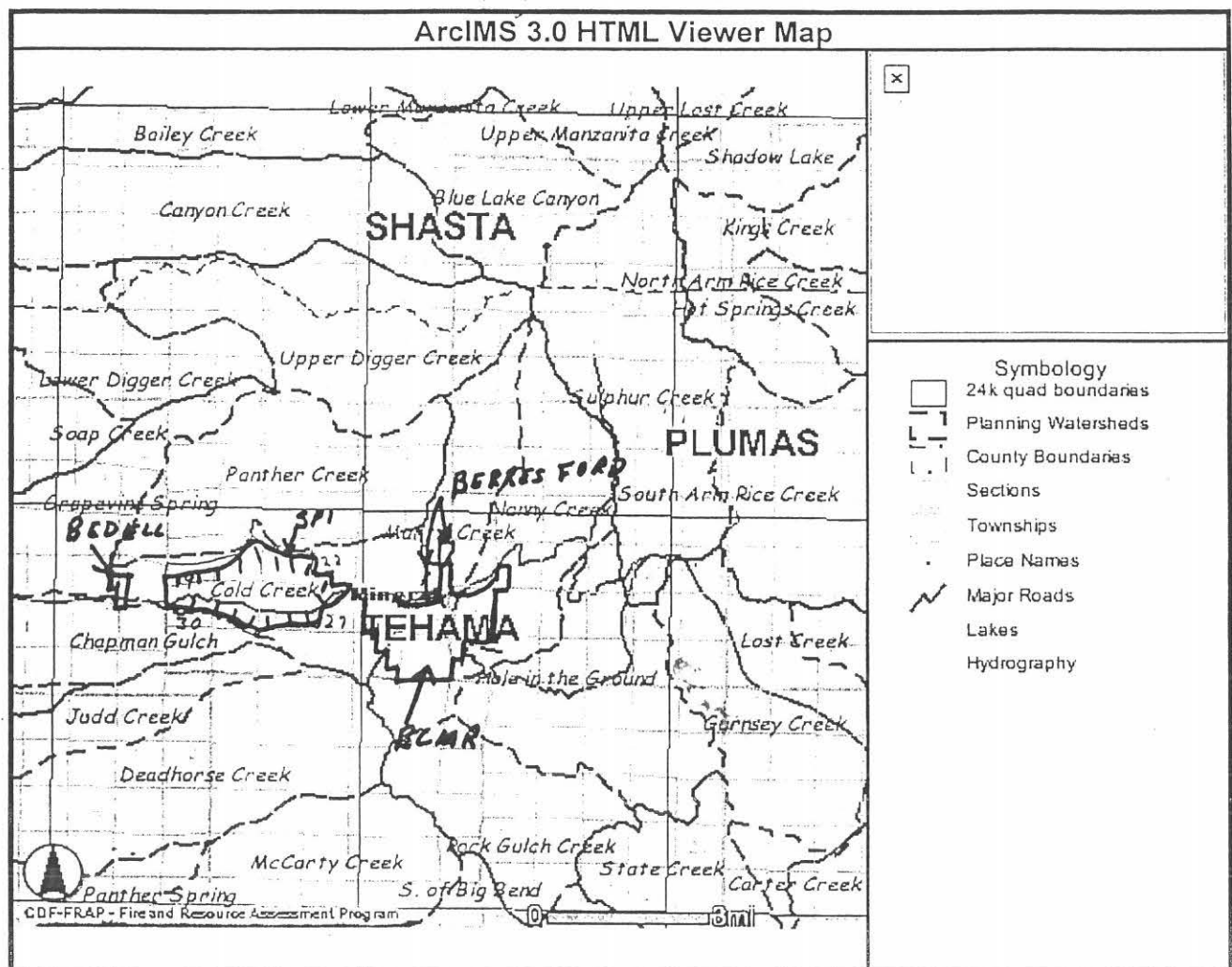
T29N R3E, Sections 24-26 and T29 N R4E, Section
19, MDB&M

SPI THP-2-98-286-T EH

T29N R3E, Sections 19-22, and 27-30, MDB&M.

Bedell THP-2-98-262-T EH

T29N R3E, Sections 19-22, and 27-30, MDB&M.



a. Sediment Effects:

The floods of 1997-8 carried a lot of sediment through the Class I's. Much of the material may have originated off the Ranch, primarily from Forest Service lands. The Forest Service has completed three projects to repair roads to reduce future problems. The timberland within the NTMP is primarily flat and not likely to contribute to serious sedimentation even in heavy flood events. No significant erosion problems within the timberland area of the Ranch have been observed. There is concern about the long term viability of the Forest Service projects as several problems were observed. Failure of one or more of these projects could result in significant impact to the Ranch. This impact is not something which mitigations within the NTMP could significantly address.

The EHR is Low on most of the Ranch but the entire timberland has been rated as MODERATE in order to mitigate any possible problems. This functionally will result in only the placement of a very few extra waterbars.

b. Water Temperature Effect:

So much of the water flows through open areas that the presence of timber probably contributes very little to keeping water temperature low. Preservation of the edge effect and the requirements of Class I canopy retention will prevent any significant effect on water temperature.

c. Organic Debris Effects:

The portions of Summit and Nanny and Martin Creeks within the timberland all contain significant woody debris from small to large. The first several hundred feet of Bear Wallow Creek, which is the only portion within the timber, contains significant smaller material. The NTMP is unlikely to alter this situation.

d. Chemical Contamination Effects:

There is no reason to expect any chemical contamination of the watercourses. It is expected that petroleum pollution due to truck and machinery use will be insignificant. There are not expected to be any large uses of pesticides, especially near watercourses.

It should be noted that there is a natural oily appearing sheen that has been observed within the meadow areas. This appears to be totally natural and in no way connected with spills.

e. Peak Flow Effects:

Peak flows are more a function of the steeper Forest Service lands adjacent to the Ranch than to anything connected to the Ranch.

2 SOIL PRODUCTIVITY

The assessment area is the timberland included within the NTMP.

a. Organic Matter Loss: road and trail activity.

The most recent harvests have been salvage of dead, dying, and diseased timber. The practices proposed by the NTMP are intended to reduce such salvage by more pro-active harvests. The necessity of frequently entering the same areas should, over time, be largely eliminated. This will have a net benefit for soil and organic retention. Over time, a portion of the skid trails and landings will be eliminated and returned to timber production.

b. Surface Soil Loss:

This has not been a significant problem due to the relatively flat topography.

c. Soil Compaction:

This has been a serious problem but methods are included within the NTMP to reduce and reverse soil compaction by reducing the frequency of entries into each area, and elimination of excess skid trails and landings.

d. Growing Space Loss:

As excess skid trails and landings are returned to production, this effect will be reversed.

3 BIOLOGICAL

The assessment area is taken as the area within one-half mile of the NTMP. This area is rather arbitrary, however, the use of a larger area would not alter the assessment. Any effect that would occur in a larger area would also be observed in the area proposed.

a. Pools and Riffles:

There are small pools and riffles in the Class I's when they are within the timber. Some larger pools have been observed within Battle Creek and Bear Wallow.

b. Large Woody Material:

Martin Creek within Unit #10N has the largest amount of large woody material within the transition zone. Nanny creek also was observed to have a fair amount of such material.

c. Near-Water Vegetation:

Nanny Creek has fairly dense alder within the transition zone. Martin Creek has some amount but mainly in patches. There is not a lot of such material in Bear Wallow. The Ranch does have a program to plant willows in Battle Creek and this also is expected to expand to Bear Wallow Creek. In the past, the government encouraged property owners to rip out such vegetation and to channelize streams. This was done on the Ranch. The present activity is designed as a remedy to this past practice and a way to restore stability.

d. Snags/Den/Nest Trees:

There are scattered snags on the ranch, however, salvage of dead material has reduced the number below what DF&G prefers to see. Therefore, in a pre-consultation with DF&G biologists, an agreement was reached in which two live green snags will be retained per unit for snag recruitment. The full letter text is within the plan.

e. Downed large, woody debris:

There currently is not a great deal of this material in any unit.

f. Multistory canopy:

Most units contain some level of multi-storied canopy. As the proposed harvests are initiated to reduce current overstocking, it is expected that a more multi-storied canopy will develop over time. This excludes those areas designated as fuelbreaks and defensible space in which the fuel ladder and canopy closure will be controlled.

The edge effect along the meadow is to be maintained and this should provide many of the benefits of a multi-storied canopy. The only hardwood on the Ranch is dogwood. There is none of the oak-conifer complex.

g. Road density:

Road density within the timberland will be reduced as excess skid trails and landings are returned to production. No additional main roads are anticipated.

h. Hardwood Cover: Aside from a small amount of dogwood in the understory, there is no hardwood on the Ranch

i. Late Seral (Mature) Forest Characteristics: While Unit #11, the front forest contains several hundred large Ponderosa pines, and a smaller number of white fir and incense cedar, the other required characteristics of snags, and large downed logs are not present.

j. Late Seral Habitat Continuity: none

k. Special Habitat Elements: An agreement with DFG on a pre-consultation is that at least two large (over 24 inch DBH) green trees will be left per unit for wildlife. There is a time of the year restriction on harvesting within three hundred feet of the willows near the Battle Creek bridge on Highway 172 for protection of willow flycatchers.

4 RECREATIONAL

The assessment area is taken as the NTMP area and the Highway 36 corridor through the Town of Mineral.

Public access is not allowed on the Ranch. All roads are gated and locked. The public view of the Ranch from Highways 36 and 172, and from other local jurisdiction roads is the primary public recreational use. The Ranch has been conservatively managed for over one hundred years and the NTMP contains provisions to maintain the esthetic characteristics of the Ranch.

5 VISUAL

The assessment area is taken as the NTMP area and the Highway 36 corridor through the Town of Mineral. Also includes Highway 172 through the Ranch and several Forest Service Road locations north of Mineral from which the Meadows are visible.

This is virtually the same as given above in the Recreational Section

6 TRAFFIC

Assessment area: Highways 36 and 172 in Mineral area

Timber has historically been harvested from the Ranch as well as both other private and public lands in the area. Logging truck traffic is normal and common. Due to the curtailment of timber harvesting on Forest Service lands, such traffic is actually at reduced levels from the past. It is unlikely that the Ranch will generate more than 150 loads of logs per year and perhaps some additional loads of biomass. This level of traffic is unlikely to create any noticeable effect locally or in either direction on Highway 36.

PART OF PLAN

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References:

Natural Diversity Data Base: Quadrangle *Mineral, Lyonsville, and Lassen Peak*
CDF- THP database- Redding
Soil-Vegetation Survey Map: 33A-4
Tehama County Soil Survey 1967
Quadrangle: 7 1/2 min. *Mineral, Lassen Peak, and Lyonsville*
Contacts with DF&G
Steve Burton
Joe Hobbs
Harry Rectenwald
Mike Matuko

PART OF PLAN

Contacts with U S Forest Service personnel in Chester and Susanville

Ken Larson

Sherry Smith

Susan Jeheber-Matthews

Russ Volke

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CDF Foresters Chuck Schendiest and Adam Wyman

ESU maps

Watershed Information Tool

Ranch owners.

Ranch Foreman, Dan Foster

Ranch Manager, Denny Farster

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David L. Sellars

*Registered Professional Forester #1875
Lic. Timber Operator #A-1494*

P.O. Box 6292, Chico, CA 95927-6292
530-893-9727

9 July 2001

Dear property owner,

During July a Nonindustrial Timber Management Plan (NTMP) for the Battle Creek Meadows Ranch will be submitted to the California Department of Forestry and Fire Protection in Redding. Property owners within three hundred feet of the ranch will receive a notification from CDF when the NTMP has been received and advised about how they can receive more information and submit comments on the plan.

The purpose of this letter is to tell you a little about what is planned and invite your comments so that your comments and concerns, if any, can be addressed in the plan.

An NTMP is a long term plan for timber and related resources. It covers how timber will be managed for the sustainable production of timber products while protecting and enhancing other resource values. Unlike a Timber harvest Plan (THP) which covers a single harvest, an NTMP provides a strategy management over an extended period of time. We feel confident that this plan will enhance both the fire safety and the visual quality of the entire Mineral Basin.

The Battle Creek Meadows Ranch has been in the hands of the same family since 1894. The ranch has been managed very conservatively and remains a very beautiful piece of property. The NTMP will continue this conservative management policy to maintain the characteristics of the ranch, improve forest health, and reduce the risk of wildfires while continuing annual timber harvests for another hundred or more years.

The silvicultural methods proposed for use will include selection, thinning, sanitation/salvage, fuelbreak/defensible space, and alternate treatments related to one or more of these methods. Harvesting will be done within small and moderately sized units and in such a manner that there will be a minimum of visual impact. Evenaged methods including clearcutting cannot be used on an NTMP.

It is proposed that the area adjacent to Cool Air be treated with a method combining fuelbreak/ defensible space and sanitation salvage. The smaller trees in the understory will be thinned out to reduce the fire risk. The large Ponderosa pines that are so prominent will be retained and be harvested only as they die, become diseased, or become hazardous. It is intended to maintain a visual barrier within this stand.

The ranch property on either side of Highway 36 east of Highway 172 will be treated by an alternative combining selection with fuelbreak/defensible space. Sanitation/salvage will be used to remove dead, dying, or diseased material as required

You may contact me at the above address or contact Mr. Nathan G. Hale, Jr., President, Battle Creek Meadows Ranch, Inc., PO Box 155, Mineral, CA 96063.

Thank you.

Sincerely,

David L. Sellars



N - 2 - 0 2 - 0 0 2 - 5 - TEH

For 1998
Filing of 10-K 12/31/97
for 1998 1/21/98
for 1998 1/21/98
for 1998 1/21/98

August 16, 2001

James W. Bruner, Jr.
916-329-7901
jwbruner@orrick.com

David L. Sellars
P.O. Box 6292
Chico, CA 95927-6292

Re: Timber Management Plan - Battle Creek Meadows Ranch

Dear David:

Many thanks for your letter of July 9 informing me of the Ranch's plans to submit a Nonindustrial Timber Management Plan to the CDF. I particularly appreciate the ranch owner's plans and your consultation and explanation of forest management practices you have proposed for the ranch over the long haul.

My family has had a cabin (at one point, two cabins) north of the Ranch adjacent to the USFS Ranger Station since 1931. Growing up spending portions of summers at Mineral beginning in the late 40's left an indelible impression of Mineral, the mountains, and especially the Battle Creek Meadows Ranch, where my uncle, Bill Bruner, enjoyed a friendship with the owners of the ranch which included fishing from time to time. Battle Creek is where I learned to fly fish.

I graduated from UC Berkeley with a degree in forestry in 1970 and share your views with respect to the long-term vegetation management plans that you outlined in your July 9 letter. I think you are on target with respect to continuing the conservative management policy with respect to maintenance of the characteristics of the ranch, including selective harvesting, thinning and other management techniques. I am particularly pleased with and support your recommendation that the large Ponderosa pines will be retained within the parameters you outline. It has been unfortunate that a number of historic Ponderosa pines have been harvested within the historic summer home tract and other summer home areas at Mineral because summer home owners are simply unfamiliar with the woods and at times have been encouraged by loggers to take out these remarkable pines because of a slight lean or because it looks mature.

We have enjoyed the privilege of taking walks on the upper portions of the ranch east of Highway 172 which is, as you know, remarkably beautiful and invigorating. The ranch has been particularly attentive to attempting to restore the Battle Creek stream areas damaged as a result of the significant December 31/January 1 storm a few years ago. The stream was significantly eroded, straightened in some areas and now has far fewer deeper holes for the fishery. I would hope you might be encouraging with respect to continuing the willow planting, use of trees and other methods



N - 2 - 0 2 - 0 0 2 - 5 - TEH

David L. Sellars
August 16, 2001
Page 2

to attempt to reduce potential stream damage in the future and reverse, to the extent possible, the effects of the storm mentioned above and future high water events.

Many thanks for your letter and please pass on my thoughts to the owners of the ranch, including Danny. I look forward to hearing from you in the future with respect to additional information as it is produced. Following review of the additional information I will be more than happy to submit comments along the lines outlined above.

Very truly yours,

James W. Bruner, Jr.
Director of Governmental Affairs



IN REPLY REFER TO:

N - 2 - 0 2 - 0 0 2 - 5 - TEH
United States Department of the Interior

NATIONAL PARK SERVICE
Lassen Volcanic National Park
Post Office Box 100
Mineral, California 96063-0100

Y18 (LAVO)

August 1, 2001

Mr. David L. Sellars
P.O. Box 6292
Chico, California 95927-6292

Dear Mr. Sellars:

Thank you for your letter dated July 9, 2001, regarding the Nonindustrial Timber Management Plan (NTMP) for the Battle Creek Meadows Ranch, which will be submitted to the California Department of Forestry and Fire Protection in Redding in the near future.

Overall, Lassen Volcanic National Park supports your proposed long-term land management goals for sustainable forest production while protecting and enhancing other resource values. Several of our concerns and issues that we would like to see addressed in the NTMP are the following:

- Natural resource issues related to wildlife habitat and migration; water quality and soil erosion mitigation measures
- Potential road closures and access issues along Hwy 36 and 172
- Proposed fire protection methods should coincide with the methods being used by adjacent landowners, including provisions for maintaining fuel breaks/defensible space through time.

We would appreciate receiving a copy of the Nonindustrial Timber Management Plan for the Battle Creek Ranch, in order to review these issues in more detail.

We appreciate the opportunity to review and provide comment on this important land management plan.

Sincerely,

Marilyn H. Parris
Superintendent



August 28, 2001

Mr. David L. Sellars, Registered Professional Forester
P.O. Box 6292
Chico, CA 95927-6292

Dear Mr. Sellars:

Willow Flycatcher and Great Gray Owl Preconsultation
Nonindustrial Timber Management Plan (NTMP) for Battle Creek Meadows Ranch,
Tehama County

Recently, you contacted Department of Fish and Game Environmental Specialist IV Steve Burton to request a willow flycatcher (*Empidonax traillii*) and great gray owl (*Strix nebulosa*) preconsultation for the proposed NTMP on the Battle Creek Meadows Ranch near the town of Mineral, Tehama County. Information generated by the Department's "Willow Flycatcher Habitat Model" and Natural Diversity Data Base indicated that potential impacts to these two species could occur as a result of the proposed project.

On June 19, 2001, Mr. Steve Burton and Department Environmental Specialist III Joe Hobbs participated in a field visit to the Battle Creek Meadows Ranch. The ranch consists of a large meadow complex surrounded by timberlands, much of which has been managed as late-seral stands. The timberlands had historically been managed through sanitation salvage. Silvicultural practices proposed for the subject NTMP are sanitation salvage, selection, commercial thinning, and precommercial thinning.

Willow flycatchers and great gray owls are listed as endangered under the California Endangered Species Act (CESA). CESA prohibits the take of willow flycatchers without an incidental take permit issued by the Department (Fish and Game Code Section 2081).

Protection Measures

In order to avoid take of willow flycatchers and great gray owls, the Department recommends that the following protection measures be included under Section II, Item 32, of the NTMP:

1. In any year under the NTMP, no-harvest operations shall occur within 300 feet of suitable willow flycatcher habitat (riparian vegetation dominated by willows, greater than 0.5 acre in size and containing permanent water in low gradient watercourses) between May 1 and August 31. Operations may proceed during this period in any year a biologist, in consultation with the Department, conducts surveys according to established protocols and determines that willow flycatchers are not present.

Mr. David L. Sellars
August 28, 2001
Page Two

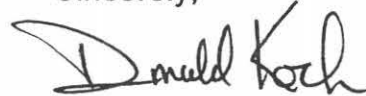
2. Currently, the managed timberlands on the ranch contain very few standing snags. Therefore, whenever possible, the Department recommends existing snags be left standing. Standing snags especially near the meadow/timberland interface will provide a valuable habitat element for many species of wildlife.
3. In each of the harvest units delineated on the attached map, at least two large (greater than 24 inches diameter breast height) green culls will be marked as wildlife leave trees prior to operations. These green culls (live trees with some defect, i.e., broken top, decay, disease, etc.) will provide great gray owl nesting habitat and future snag recruitment for use by many species of wildlife.

To validate this consultation, the above protection measures must be included verbatim under Section II, Item 32, of the THP.

In addition to the CESA consultation, Department staff were shown an area of the ranch near the western boundary that will be commercially thinned to provide a fuel break. The tree growth in this area was quite dense. The Department supports the landowners efforts in thinning this area and promoting the growth of early seral (grasses, forbs, and shrubs) plant species. The diversity provided by establishment of this plant community juxtaposed to mature conifer stands will benefit many species of wildlife.

Please contact Environmental Specialist IV Steve Burton at (530) 842-4021 if you have any questions or comments regarding this consultation.

Sincerely,



DONALD B. KOCH
Regional Manager

cc: Messrs. Duane Shintaku and Dan Walters
Department of Forestry and Fire Protection
6105 Airport Road
Redding, CA 96002

Messrs. Mark Stopher, John Siperek, and Joe Hobbs
Department of Fish and Game
601 Locust Street
Redding, CA 96001

Mr. Steve Burton
Department of Fish and Game
303 South Street
Yreka, CA 96097

David L. Sellars

*Registered Professional Forester #1875
Lic. Timber Operator #A-1494*

P.O. Box 6292, Chico, CA 95927-6292
530-893-9727

12 December 2001

Mr. Nathan G. Hale, Jr., President
Battle Creek Meadows Ranch, Inc.
PO Box 8248
Marysville, CA 95901

Dear Nathan,

As you are aware, a Non-Industrial Timber Harvest Plan (NTMP) is being prepared for the Battle Creek Meadows Ranch, Inc., of which you are President. The California Forest Practice Rules require that I notify you in writing of certain responsibilities that you, as the land and timber owner, will have at the end of operations.

You are responsible for meeting the stocking requirements set out in the plan. These requirements must be met within five years unless otherwise specified in the plan.

You are responsible to maintain any drainage facility and structure for a period of one year from the date a completion report is filed and approved by CDF at the end of operations. This period may be extended by the Director of CDF for up to three years.

A copy of this letter will be made a part of the NTMP.

Please contact me if you have any questions.

Sincerely,

David L. Sellars
RPF#1875

California Department of Fish and Game
Natural Diversity Data Base

Full Condensed Report - Multiple Records per Page

Mineral

N - 2 - 0 2 - 0 0 2 - 5 - TEH

EMPIDONAX TRAILLII (NESTING)

WILLOW FLYCATCHER

Element Code: ABPAE33040

—List Status—	—NDDB Element Ranks—	—Other Lists—
Federal: None	Global: G5	CDFG Status:
State: Endangered	State: S1S2	

—Habitat Associations—

General: INHABIT EXTENSIVE THICKETS OF LOW, DENSE WILLOWS ON EDGE OF WET MEADOWS, PONDS, OR BACKWATERS; 2000-8000 ELEV.
Micro: REQUIRE DENSE WILLOW THICKETS FOR NESTING/ROOSTING. LOW, EXPOSED BRANCHES ARE USED FOR SINGING POSTS/HUNTING PERCHES.

Occurrence No. 47	Map Index: 11227	—Dates Last Seen—	Lat/Long: 40°20'23" / 121°35'17"	Township: 29N
Occ Rank: Unknown		Element: 1986-07-15	UTM: Zone-10 N4466209 E619929	Range: 03E
Origin: Natural/Native occurrence		Site: 1986-07-15	Precision: NON-SPECIFIC	Section: 30 Qtr SW
Presence: Presumed Extant			Symbol Type: POINT	Meridian: M
Trend: Unknown			Radius: 1/5 mile	Elevation: 4800 ft
Main Source: SERENA, M. 1982 (LIT)				
Quad Summary: MINERAL (4012135/626D)				
County Summary: TEHAMA				
SNA Summary: Mineral				
Location: BATTLE CREEK MEADOWS.				
—Comments—				
Distribution:				
Ecological: HABITAT IS A NARROW BELT OF WILLOWS BETWEEN A FENCED PASTURE AND HWY 172.				
Threat: AREA HEAVILY GRAZED.				
General: TWO TERRITORIAL MALES OBSERVED IN 1982. NONE SEEN IN 1985, ONE TERRITORIAL MALE SEEN IN 1986.				
Owner/Manager: PVT				

N - 2 - 0 2 - 0 0 2 - 5 - TEH

This watershed information tool provides several ways for the user to view tabular watershed information. Searching by watershed ID, public land survey, or county and watershed name, will return the Calwater version 2.2 number, Evolutionarily Significant Unit status, and average annual rainfall. Users with high speed internet connections may wish to explore this watershed information using our Internet Map Server Project, [Salmon and Watersheds Mapping Tool](#).

Result:

Watershed Name: Cold Creek

Calwater ID v2.2: 5507.120502

Calwater ID v1.2: 507.120520

Average Annual Rainfall: 54 *Coho Steelhead Chinook*

Evolutionarily Significant Units: No Yes Yes

Enter Calwater ID: 5507.120502 ☒ v2.2 ☐ v1.2

Find by Calwater ID

Enter Public Land Survey: Meridian: Mount Diablo Township: 29 ☒ North ☐ SouthRange: 3 ☒ East ☐ WestSection: 25

Find by Public Land Survey

Enter County Name: Tehama

Watershed Name: Cold Creek

Search by Watershed Name

Clear Selections

N - 2 - 0 2 - 0 0 2 - 5 - TEH

This watershed information tool provides several ways for the user to view tabular watershed information. Searching by watershed ID, public land survey, or county and watershed name, will return the Calwater version 2.2 number, Evolutionarily Significant Unit status, and average annual rainfall. Users with high speed internet connections may wish to explore this watershed information using our Internet Map Server Project, [Salmon and Watersheds Mapping Tool](#).

Result:

Watershed Name: Martin Creek

Calwater ID v2.2: 5507.120501

Calwater ID v1.2: 507.120510

Average Annual Rainfall: 67

Coho Steelhead Chinook

Evolutionarily Significant Units: No Yes Yes

Enter Calwater ID: 5507.120501 ☒ v2.2 ☐ v1.2

Find by Calwater ID

Enter Public Land Survey: Meridian: Mount Diablo Township: 29 ☒ North ☐ SouthRange: 3 ☒ East ☐ West

Section: 25

Find by Public Land Survey

Enter County Name: Tehama

Watershed Name: Martin Creek

Search by Watershed Name

Clear Selections

N - 2 - 0 2 - 0 0 2 - 5 - TEH

This watershed information tool provides several ways for the user to view tabular watershed information. Searching by watershed ID, public land survey, or county and watershed name, will return the Calwater version 2.2 number, Evolutionarily Significant Unit status, and average annual rainfall. Users with high speed internet connections may wish to explore this watershed information using our Internet Map Server Project, [Salmon and Watersheds Mapping Tool](#).

Result:

Watershed Name: Nanny Creek

Calwater ID v2.2: 5507.120503

Calwater ID v1.2: 507.120500

Average Annual Rainfall: 77 *Coho Steelhead Chinook*

Evolutionarily Significant Units: No Yes Yes

Enter Calwater ID: 5507.120503 ☒ v2.2 ☐ v1.2

Find by Calwater ID

Enter Public Land Survey: Meridian: Mount Diablo Township: 29 ☒ North ☐ SouthRange: 3 ☒ East ☐ WestSection: 25

Find by Public Land Survey

Enter County Name: Tehama

Watershed Name: Nanny Creek

Search by Watershed Name

Clear Selections

PART OF PLAN

ESU Maps

N - 2 - 0 2 - 0 0 2 - 5 - TEH

County Boundaries

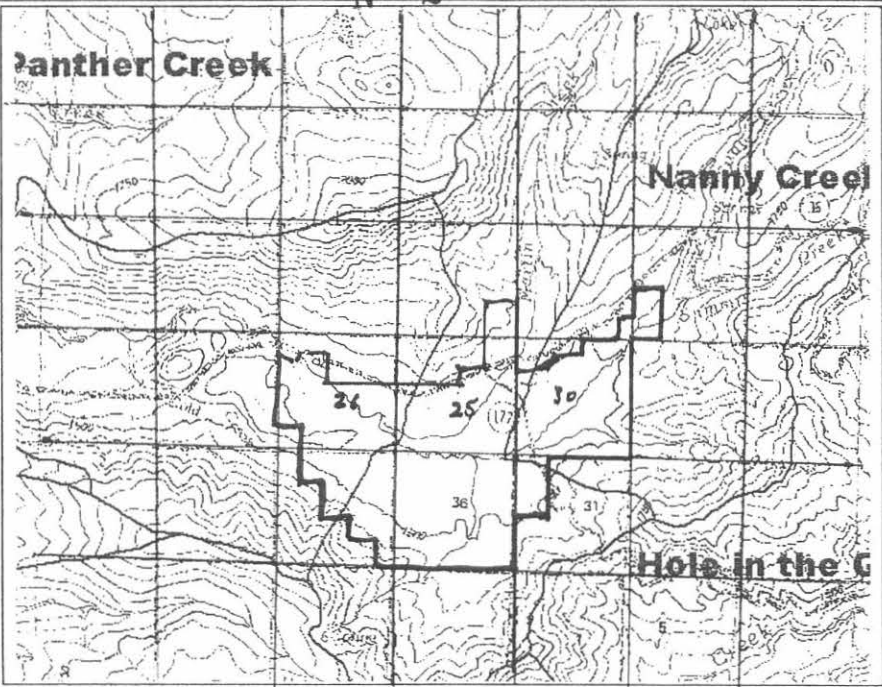


Cal Watersheds PW



Planning Watersheds

100k Scanned Quads



IMS Application developed by Fire and Resource Assessment Program California Department of Forestry and Fire Protection IMS Contact: Eric Spry (eric_spry@fire.ca.gov) ESU Data Sources: National Marine Fisheries Service, modified to match Calwater by Ca Dept. of Fish and Game. Original Data Scale: 1:250,000 Effective Data Scale: 1:100,000 GIS Contact: Richard Fitzgerald California Department of Fish and Game Fisheries Programs Branch (916) 653-5232 rfitzger@dfg.ca.gov Original: Eric Lowrance Bonneville Power Administration (503)230-5759 eblowrance@bpa.gov

**Proposed Nonindustrial Timber Management Plan
Request for Information on Domestic Water Supplies**

A Nonindustrial Timber Management Plan (NTMP) will be submitted to the California Department of Forestry and Fire Protection, 6105 Airport Road, Redding, CA 96002, for approximately 920 acres of timberlands within the Battle Creek Meadows Ranch in portions of Secs. 24, 26, 25, 35, 36 T29N, R3E and portions of Secs 19, 20, 30, 31 T29N, R4E, MDB&M. The ranch is located on the west, south, and east sides of the town of Mineral, Tehama County, California.

Per section 1032.10 of the Forest Practice Rules, a request is being made for information on domestic uses of water from watercourses that are within 1000 feet downstream from the proposed harvest area. The watercourses that are involved are Martin, Summit, and the South Fork of Battle Creeks. If you have information on such uses, please reply within ten days to: David L. Sellars, P.O. Box 6292, Chico, CA 95927.

The information from any responses received will be included in the THP along with mitigation measures to protect such uses.

NOTICE: Proposed Nonindustrial

Timber Management Plan

No. _____

N - 2 - 02 - 002 - 5 - TEH

STATE OF CALIFORNIA }
County of Tehama } ss.

Daleen Baker

being first duly sworn, deposes and says: That at all times hereinafter mentioned, S. he was a citizen of the United States, over the age of eighteen years, and a resident of said county,

and was at and during said times the bookkeeper
(printer, foreman, or principal clerk)
of the Red Bluff Daily News, a newspaper of general circulation printed and published daily except Sundays and certain holidays in the City of Red Bluff, County of Tehama, State of California; that said Red Bluff Daily News, is and was at all times herein mentioned a daily newspaper of general circulation as the terms "newspaper of general circulation" and "daily newspaper" are defined in Sections 6000, 6001, 6045 and 6046.5 of the Government Code of the State of California; that, as provided in said Section 6000, said newspaper is published for the dissemination of local and telegraphic news and intelligence of a general character, and has a bona fide subscription list of paying subscribers; that said newspaper has been established, printed and published as those terms are defined in Article 1, Chapter 1, Division 7, Title 1, of the said Government Code, in the said City of Red Bluff, State of California, at regular intervals for more than one year next preceding the date of the first publication of the notice herein mentioned; that said newspaper is not devoted to the interests, or published for the entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or for any number thereof; that said notice was set in type not smaller than nonpareil and was preceded with words printed in black face type, not smaller than nonpareil, describing or expressing in general terms the purport and character of the notice intended to be given:

that the notice

of which the annexed is a printed copy, was printed and published in said newspaper

one times, beginning on July 12, 2001,

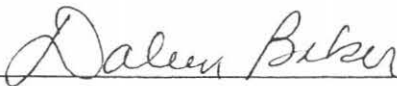
and ending on July 12, 2001, both days inclusive,

to wit, on July 12, 2001

I Certify (or Declare), under penalty of perjury, that the foregoing is true and correct, at Red Bluff, California.

Dated July 12, 2001

at Red Bluff, California



(Signature)

LEGAL NOTICE

Proposed Nonindustrial Timber Management Plan
Request for Information on Domestic Water Supplies

A Nonindustrial Timber Management Plan (NTMP) will be submitted to the California Department of Forestry and Fire Protection, 6105 Airport Road Redding, CA 96002, for approximately 920 acres of timberlands within the Battle Creek Meadows Ranch in portions of Secs. 24, 26, 25, 35, 36 T29N, R3E and portions of Secs 19, 20, 30, 31 T29N, R4E, MDB&M. The ranch is located on the west, south and east sides of the town of Mineral, Tehama County, California.

Per section 1032.10 of the Forest Practice Rules, a request is being made for information on domestic uses of water from watercourses that are within 1000 feet downstream from the proposed harvest area. The watercourses that are involved are Martin, Summit, and the South Fork of Battle Creeks. If you have information on such uses, please reply within ten days to: David L. Sellars, P.O. Box 6292, Chico, CA 95927.

The information from any responses received will be included in the THP along with mitigation measures to protect such uses.
Publish: July 12, 2001

David L. Sellars

Registered Professional Forester #1875

Lic. Timber Operator #A-1494

P.O. Box 6292, Chico, CA 95927-6292
530-345-5850

10 July 2001

Lassen National Forest
Almanor Ranger District
PO Box 767
Chester, CA 96020

A Nonindustrial Timber Management Plan (NTMP) is being prepared for the Battle Creek Meadows Ranch on approximately 920 acres of timberland within portions of Secs. 24, 26, 25, 35, 36 T29N, R3E and portions of Secs. 19, 20, 30, 31 T29N, R4E, MDB&M. The ranch is located on the west, south, and east sides on the town of Mineral, Tehama County, California.

In compliance with sec. 1032.10 of the California Forest Practice Rules, I am seeking information on any domestic uses of water from watercourses within 1000 feet downstream of the NTMP area. The watercourses which have been identified as potentially having such use are Martin Creek, Summit Creek, and the South Fork of Battle Creek. Forest Service property involved includes Assessor's parcels: 13-280-006, 007, 008 and 010 on the west property line. Also I am listing 15-090-011 on the eastern property boundary. Summit Creek is shown by some maps as being on Forest Service property at the northwest corner of the parcel. The creek actually is located just on ranch property. If you have any information on domestic uses, including irrigation uses, please contact me within ten days.

Any responses received, along with measures to mitigate impacts on identified domestic uses of water by the proposed NTMP, will be included in the NTMP when it is submitted to the California Department of Forestry and Fire Protection, 6105 Airport Road, Redding, CA 96002 for review.

Please contact me if you wish to discuss your concerns or to set up a meeting on the ground. You may also submit letters of concern to CDF directly.

Please note also that if your property is within 300 feet of the proposed THP, you will be notified by CDF at the time the plan is submitted and given information on how you can make any known any concerns you have about the THP.

Thank you.

Sincerely,

David L. Sellars
RPF#1875

David L. Sellars

*Registered Professional Forester #1875
Lic. Timber Operator #A-1494*

P.O. Box 6292, Chico, CA 95927-6292
530-345-5850

10 July 2001

Ms. Jo Ann Perkins
22026 Grove Cir.
Red Bluff, CA 96080

Dear Ms. Perkins,

As you may know from a previous letter, a Nonindustrial Timber Management Plan (NTMP) is being prepared for the Battle Creek Meadows Ranch on approximately 920 acres of timberland within portions of Secs. 24, 26, 25, 35, 36 T29N, R3E and portions of Secs 19, 20, 30, 31 T29N, R4E, MDB&M. The ranch is located on the west, south, and east sides on the town of Mineral, Tehama County, California.

In order to comply with sec. 1032.10 of the California Forest Practice Rules, I am seeking information on any domestic uses of water from watercourses within 1000 feet downstream of the NTMP area. According to Assessor's parcel information, you own AP# 13-290-007. Martin Creek exits a portion of the ranch north of Highway 36 and flows across this parcel before re-entering the ranch. If you have any information on domestic uses, including irrigation uses, please contact me within ten days.

Any responses received, along with measures to mitigate impacts on identified domestic uses of water by the proposed NTMP, will be included in the NTMP when it is submitted to the California Department of Forestry and Fire Protection, 6105 Airport Road, Redding, CA 96002 for review.

Please contact me if you wish to discuss your concerns or to set up a meeting on the ground. You may also submit letters of concern to CDF directly.

Please note also that if your property is within 300 feet of the proposed THP, you will be notified by CDF at the time the plan is submitted and given information on how you can make any known any concerns you have about the THP.

Thank you.

Sincerely,

David L. Sellars
RPF#1875

David L. Sellars

*Registered Professional Forester #1875
Lic. Timber Operator #A-1494*

P.O. Box 6292, Chico, CA 95927-6292
530-345-5850

10 July 2001

Mt. Lassen Assemblies of God Conference Grounds
3542 Park Dr.
Cottonwood, CA 96002

A Nonindustrial Timber Management Plan (NTMP) is being prepared for the Battle Creek Meadows Ranch on approximately 920 acres of timberland within portions of Secs. 24, 26, 25, 35, 36 T29N, R3E and portions of Secs 19, 20, 30, 31 T29N, R4E, MDB&M. The ranch is located on the west, south, and east sides on the town of Mineral, Tehama County, California.

In compliance with sec. 1032.10 of the California Forest Practice Rules, I am seeking information on any domestic uses of water from watercourses within 1000 feet downstream of the NTMP area. The watercourses which have been identified as potentially having such use are Martin Creek, Summit Creek, and the South Fork of Battle Creek. According to Assessor's parcel information, you own parcel 13-280-033 drainage from Battle Creek. If you have any information on domestic uses, including irrigation uses, please contact me within ten days.

Any responses received, along with measures to mitigate impacts on identified domestic uses of water by the proposed NTMP, will be included in the NTMP when it is submitted to the California Department of Forestry and Fire Protection, 6105 Airport Road, Redding, CA 96002 for review.

Please contact me if you wish to discuss your concerns or to set up a meeting on the ground. You may also submit letters of concern to CDF directly.

Please note also that if your property is within 300 feet of the proposed THP, you will be notified by CDF at the time the plan is submitted and given information on how you can make any known any concerns you have about the THP.

Thank you.

Sincerely,

David L. Sellars
RPF#1875

David L. Sellars*Registered Professional Forester #1875**Lic. Timber Operator #A-1494*

P.O. Box 6292, Chico, CA 95927-6292
530-893-9727

10 July 2001

Battle Creek Watershed Conservancy
PO Box 606
Manton, CA

Hello,

A Nonindustrial Timber Management Plan (NTMP) is being prepared for the Battle Creek Meadows Ranch in Mineral. I would like to obtain information from the Conservancy on the watershed. Helpful information would include: size of the watershed; projects and mitigation work being done or anticipated; and identified problems in the watershed.

As you are aware, the ranch lies within three threatened and impaired watersheds: Cold Creek, Martin Creek, and Nanny Creek. All are listed for Steelhead and Chinook. The Dept. of Fish and Game does agree that Angel Falls prevent salmon migration onto the ranch and even within some distance from it. Therefore they will allow me to consider Martin and Nanny Creeks as not being threatened nor impaired. Since Angel Falls is within the Cold Creek drainage, I must consider the portion of the ranch within this watershed as being impaired. Any comments would be appreciated.

A copy of an informational letter being sent to residents within three hundred feet of the ranch is being enclosed for your information

Your help will be greatly appreciated.

Thank you.

Sincerely,

David L. Sellars

David L. Sellars

Registered Professional Forester #1875

Lic. Timber Operator #A-1494

P.O. Box 6292, Chico, CA 95927-6292
530-893-9727

14 September 2001

Ms. Susan Jeheber-Matthews- District Ranger
USDA Forest Service
Almanor Ranger District
PO Box 767
Chester, CA 96020

Re; DEIS Mineral Forest Recovery Project

Dear Ms. Jeheber-Matthews,

As the forester for the Battle Creek Meadows Ranch in Mineral, I have been very interested in the Defensible Fuel Profile Zones (DFPZ) proposed for the Mineral Basin. I appreciated the opportunity on Tuesday, September 12th to attend the field trip to view, on the ground, how these fuel breaks would be done.

There are three listed alternatives:

- 1) No treatment
- 2) The proposed treatment which conforms to the letter and intent of the Quincy Library Legislation (HFQLG).
- 3) the treatment proposed but altered significantly to meet the guidelines of the Sierra Nevada Forest Plan Amendment (SNFPA ROD).

The HFQLG would thin the DFPZ's to open up the canopy, reduce the stocking levels of all sizes of trees, reduce ladder fuels, and reduce significantly the volume and tonnage of dead ground fuels. The intent is that the salvaged material from the operations would be usable and the sale of which, would return more revenue to the Treasury than the program cost. Much of the work obviously would be done mechanically.

The restrictions imposed by the SNFPA largely gut the intent of the HFQLB and the results of the project are likely to be extremely poor at best. The results may well make a very bad situation much worse.

Crown canopy cannot be reduced below 50%. This is too high to provide sufficient distance between crowns to slow fire spread.

Far too many trees are being left per acre and the basal area retentions are far too high to provide for sufficient spacing between trees to restrict fire spread. The last unit we looked at, which was predominately white fir, has 200-280 square feet of basal area per acre which is perhaps twice the level for a healthy stand. The very low number of trees designated for removal would leave the stand in an unhealthy state for best timber growth. The stand would be expected to have significant mortality over the next twenty years or so which would mean an increase in fire risk. I believe a spacing of eighteen or twenty feet and a basal area of no more than 100-120 feet per acre would be required in this stand.

I do not feel ladder fuels would be sufficiently reduced in any of the three units viewed.

Within the general forest land allocation, trees being removed are in the range of 12-20 inches DBH. Within the old forest land allocation, which is somewhere between 50-80% of the district, the removal of trees would be limited to those below 12 inches DBH with only incidental removal of trees 12 to 20 inch DBH for operability. No trees over 20 inch DBH could be removed. This is far too restrictive to allow for a functional fuel break.

The number of snags per acre and the tonnage contained in such may be fine for the general forest but is not acceptable in a fuel break. I feel that the tonnage of dead forest floor fuel to retained would not provide any restriction to the movement of even light ground fires.

None of the three units could be mechanically harvested as the stands are way too tight. All units would have to be service contracts which cost the government with only minimal material salvaged. The necessity to pile material for burning would mean higher cost and very high air pollution. Leaving the material on the floor only increases the risk of fire movement.

If this project is indicative of the 60,000 to 70,000 acres per year proposed for treatment over the three forests involved, I cannot see logistically how it could be done. There is no way that the amount of hand labor required would be available to do this work. The cost would be astronomical.

The HFQLG legislation is a pilot project to be reviewed after five years. Given the methods originally intended, I believe the project would work and be expanded. The limitations placed on it by the SNFPA would serve only to kill it, as is probably the intent.

I feel the work as proposed in Alternative 3 would not provide the protection envisioned and would give the public a false sense of security.

I additionally feel that the HFQLG is improperly being used as a vehicle to decommission roads and close off additional access of the public to the forests. Closing roads is not the intent of the legislation.

I believe your staff is to be commended for attempting to make the DFPZ's work under the constraints of the SNFPA. Unfortunately, I don't see it as being possible.

I could fully support Alternative 2 which, due to the SNFPA, cannot now be considered. If, as is hoped, the SNFPA is withdrawn in the near future, I believe Alternative 2 should be selected.

In a choice of Alternative 1 or 3, I would select Alternative 1, no action. I believe no action is preferable to what would occur under Alternative 3.

It has been recommended by CDF that I dovetail fuelbreak work on the ranch into that being done by the Forest Service. I believe your project would provide no benefit to us and will advise the BCMR board to proceed with our proposed work as stand-alone projects.

Thank you.

Sincerely,

David L. Sellars

Dave:

this stuff is right out of the
Mineral draft EIS. Hope this
helps.

Ken Larson

Also included is a summary of Framework prescriptions
for the various land allocations. Your area would fall
under the Threat Zone for the most part, some
areas could fall within the Defense Zone.

Defense zone = $\frac{1}{4}$ mile of urban area/community

Threat zone = extends $1\frac{1}{4}$ mile from Defense zone

SIERRA NEVADA FRAMEWORK SUMMARY

Land Allocation	Mechanical Treatments	DBH limit (in)	Canopy Cover Reduction Limit % (dominant and co-dominant)	Canopy Cover Minimum %	Snags/acre (Evaluate on a 10 acre basis)	Down wood Tons/acre (Logs greater than 12" midpoint)
Defense Zone	To 90% of stand	30"	exempt	exempt	Exempt (A-28) 2 (pg A-11)	exempt
Defense & PAC	To 75% of stand Excluding 500 ft Nest/roost buffer	20" excluding nest/roost buffer	20% excluding nest/roost buffer	50% excluding nest/roost buffer	4 excluding nest/roost buffer	10-20 tons excluding nest/roost buffer
Threat Zone	To 85% of stand	20"	20%	50% Westside 30% Eastside	3 MC, PP (Eastside) 4 MC, PP 6 RF	10-20
General Forest	To 75% of stand	20"	20%	50% Westside 30% Eastside	3 MC, PP (Eastside) 4 MC, PP 6 RF	10-20
General Forest & CWHR 5M, 5D, 6 > 1 acre	To 75% of stand	12", incidental to 20"	10%	50% Westside 30% Eastside	3 MC, PP (Eastside) 4 MC, PP 6 RF	10-20
OFEA & Owl Core	RX fire emphasis But mech. to 75%	12", incidental to 20" or to 20 via special analysis	10%	50% Westside 30% Eastside Pine (A-41)	Retain all >15" dbh	10-20
PAC's (Calif. Spotted Owls, Goshawks)	RX fire only outside of defense zone. Inside defense zone prohibit within 500' radius of nest tree. (A-35)	6" by hand to protect nest/roost center (A-35)	N/A	N/A	N/A	N/A
Forest Carnivore Den Site Buffers	Avoid mechanical treatment when possible. Urban wildland intermix: treat ladder and surface fuels over 85% of the treatment unit to achieve fuels objectives. Prescribed fire if no other reasonable alternative exists. (A-39)					

PART OF PLAN

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117. 2

(3) Spotting Distance

Spotting distances would be 0.2 miles or greater. This would pose serious suppression and containment problems.

(4) Fireline Construction Rates

Fireline construction rates would be relatively low. Engines could construct 16 chains per hour, Type 1 Crews could construct 20 chains per hour, and a Type 2 Dozer could construct 10 to 20 chains per hour.

(5) Crown Fire Potential

Surface fire intensities are great enough to cause crown combustion (passive crowning or torching) and approximately 50 percent mortality in trees less than 12 inches dbh. Fire behavior predictions indicate a high potential for active crowning (continuous or sustained crown fire). Crown spacing would continue to decrease as smaller trees grow in to fill the gaps between the larger trees resulting in greater probabilities of passive and active crown fire. Canopy fuels are those represented by the crowns of overstory vegetation, generally saplings and larger. Due to the density of these canopy, fuels active crown fire should be expected.

(6) DFPZ Design Criteria

With the implementation of this alternative the conditions within the project area would worsen over time. Fire suppression efficiency would decrease as fuel loadings and resistance to control increase. The threat of a large fire impacting the planning area in the future is high based on a probability analysis (Appendix J). The HFQLG Forest Recovery Act would not be implemented nor would direction in the Sierra Nevada Forest Plan Amendment be followed.

2. Alternative 2 - Proposed Action

This alternative would involve the construction of 3,700 acres of Defensible Fuel Profile Zones along roads around communities and in strategic locations across the landscape. In addition, approximately 460 acres of group selections planned would receive fuels treatments, which would meet the same fuels reduction requirements as DFPZs.

There are three components of fuel strata that would be treated: (1) surface fuels, the primary carrier of most wildland fires; (2) ladder fuels, the carrier of fire from the surface to the overstory that initiates torching and crowning; (3) canopy fuels (overstory), the carrier of an active crown fire.

a. Direct, Indirect, and Cumulative Effects Related to Significant Issue(1) Direct Effects(a) Fuel Loading

Surface fuel loadings of live and dead material less than three inches in diameter would be reduced to three to 3.5 tons per acre, which is the equivalent of an NFFL (Northern Forest Fire Laboratory) fuel model 9. Fuel loadings for materials 3 inches in diameter and larger would be reduced to 10 to 15 tons per acre so that the largest logs would be retained. This would result in decreased flame lengths and fireline intensities.

Larger logs retained (> 12" diameter)

(b) Flame Length

Treatment of surface fuels would reduce flame lengths by approximately 50 percent from existing conditions to a range of 1.8 to 2.9 feet. Scorch heights and torching would be reduced. Handcrews could construct line at the head of a fire.

(c) Height to Live Crown Base

Ladder fuels include seedlings, saplings, and brush. Ladder fuels would be reduced so that the average height to live crown base would be 10 to 12 feet. This would reduce the potential for torching and crown fire initiation.

b. Direct, Indirect, and Cumulative Effects Related to LRMP Compliance(1) Direct Effects(a) Fireline Intensity

Within treated areas fireline intensity would be reduced by more than 100 percent from the no action alternative to approximately 20 to 60 Btu/foot/second. This would allow all types of suppression forces the ability to contain the fire at the head, and handline would be expected to hold the fire. Firefighter safety would be improved.

(b) Scorch Height

Scorch heights would range from seven to 15 feet. This is much lower than those associated with the no action alternative and would result in less mortality and a low potential for crown fire initiation.

(c) Spotting Distance

Spotting distances would be less than 0.1 miles. This would aid in suppression and containment efforts since the fire would be progressing at a slower rate.

(d) Fireline Construction Rates

Fireline construction rates would be doubled for handcrews and quadrupled for dozers compared to the no action alternative. Engine production rates would remain the same. This would increase the ability of firefighting forces to contain a fire at a smaller size.

(e) Crown Fire Potential

Treatment of surface fuels, ladder fuels, and canopy fuels would preclude a fire within a treated stand from developing into an active or sustained crown fire; it would remain a surface fire. Conditional surface fire conditions (when an active crown fire entering from outside a treated stand could sustain itself through a treated stand regardless of surface conditions) would not occur until nearly 60 percent slopes are encountered and in only in a small percentage of the stands.

(f) DFPZ Design Criteria

The LRMP as amended by the HFQLG Act designates DFPZ Design Criteria to meet specific fire behavior requirements. These include: (1) Overstory crowns are spaced at a distance that reduces potential for crown fire spread; (2) Within 90 percent of the area, there is sufficient separation between the ground and crown fuels to prevent heat from surface fires from igniting the tree crowns; (3) Flame lengths less than four feet flame or fire intensity below threshold that would result in less than 10 percent mortality in the stand; and (4) Resistance to control reduced from current level. These criteria are met under this alternative.

(2) Indirect Effects

The potential for revegetation in DFPZs is discussed under DFPZ maintenance in Chapter 4 (Past, Present, and Reasonably Foreseeable Actions and Forest).

(3) Cumulative Effects

In conjunction with all other past, present, and reasonably foreseeable actions, the overall effects would be a significant reduction in fuel loadings, reduced risk of a high-intensity stand-replacing fire, better community protection, and an increase in firefighter safety. The result would be a network of DFPZs where suppression action can be safely taken to reduce the size of wildland fires in comparison to the no action alternative. This benefit is anticipated to last for at least 10 years in over 95 percent of the treated stands.

3. Alternative 3

This alternative would entail the construction of 3,240 acres of Defensible Fuel Profile Zones along roads around communities and in strategic locations across the landscape. This alternative is similar to alternative 2 except that treatment levels within some DFPZs

will be less intense and governed by the Standards and Guidelines for the Land Allocations defined in the Sierra Nevada Forest Plan Amendment.

The Sierra Nevada Forest Plan Amendment identified Urban-Wildland Intermix Zones in the EIS process but stated the actual boundaries would be determined locally. The original Urban-Wildland Intermix Zone boundaries identified for the Mineral Forest Recovery Project area encompassed nearly two-thirds of the total project area. At the local level several changes to these zones were proposed for this project. They were:

- (1) Eliminate the defense and threat zones around the private ownership at McGowan Lake (T.29.N, R.4 E., Sections 4, 5, 8, and 9). The few structures there are located between the lake and a wet meadow. From a fire management standpoint, it is not necessary to implement fuels treatments to the scale as identified in the SNFPA for protection of these structures.
- (2) Eliminate the defense and threat zones around the private ownership on Forest road 30N16 just north of Highway 36 (T.29N., R.4 E., Section 17). The amount of fuels treatment around the community of Mineral will be adequate to provide sufficient fire protection to the structures located on this parcel.
- (3) Add a defense zone of approximately 75 acres around the Mt. Lassen Church-Camp Facility located near Christy Hill (T.29N., R.4 E., Sections 15 and 16). This was determined to be necessary due to extensive summer use and access concerns.

An estimated 380 acres within defense and threat zones would be treated through this alternative.

a. Direct, Indirect, and Cumulative Effects Related to Significant Issue

(1) Direct Effects

(a) Fuel Loading

The effects would be the same as alternative 2 except that large log retention would be 10 to 20 tons per acre.

(b) Flame Length

The effects would be the same as alternative 2.

(c) Height to Live Crown Base

The effects would be the same as alternative 2.

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b. Direct, Indirect, and Cumulative Effects Related to LRMP Compliance

(1) Direct Effects

(a) Fireline Intensity, Scorch Height, Spotting Distance, and Fireline Construction Rates

The effects would be the same as alternative 2.

(b) Crown Fire Potential

The effects would be the same as alternative 2 except that the crown fire potential would be higher in the Old Forest land allocation. At 30 percent slope, several stands would be subject to conditional surface fire conditions, and at 60 percent slope, most treated stands would meet conditional surface fire conditions. This means that an active crown fire that spreads into a treated stand from an adjacent stand may continue to spread as an active crown fire. This could seriously jeopardize firefighter safety.

(c) DFPZ Design Criteria

The LRMP as amended by the SNFPA has fire and fuels criteria based on land allocation. With the exception of reducing the rate of spread by 50 percent in some stands within the Defense Zone land allocation, this alternative meets all other criteria identified in the SNFPA. This is based on predicted spread rates for a fuel model 9, the desired fuel condition, after treatment. This will be 50 percent less than the rate of spread for a fuel model 6. Although the rate of spread would be less than that for fuel model 10, it would not be 50 percent less.

This alternative, however, is in conflict with the HFQLG amendment to the LRMP. This is due to the fact that within the Old Forest land allocation the DFPZs may not be effective in reducing the spread of a sustained crown fire or provide a safe place for suppression forces to make a stand.

(2) Indirect Effects

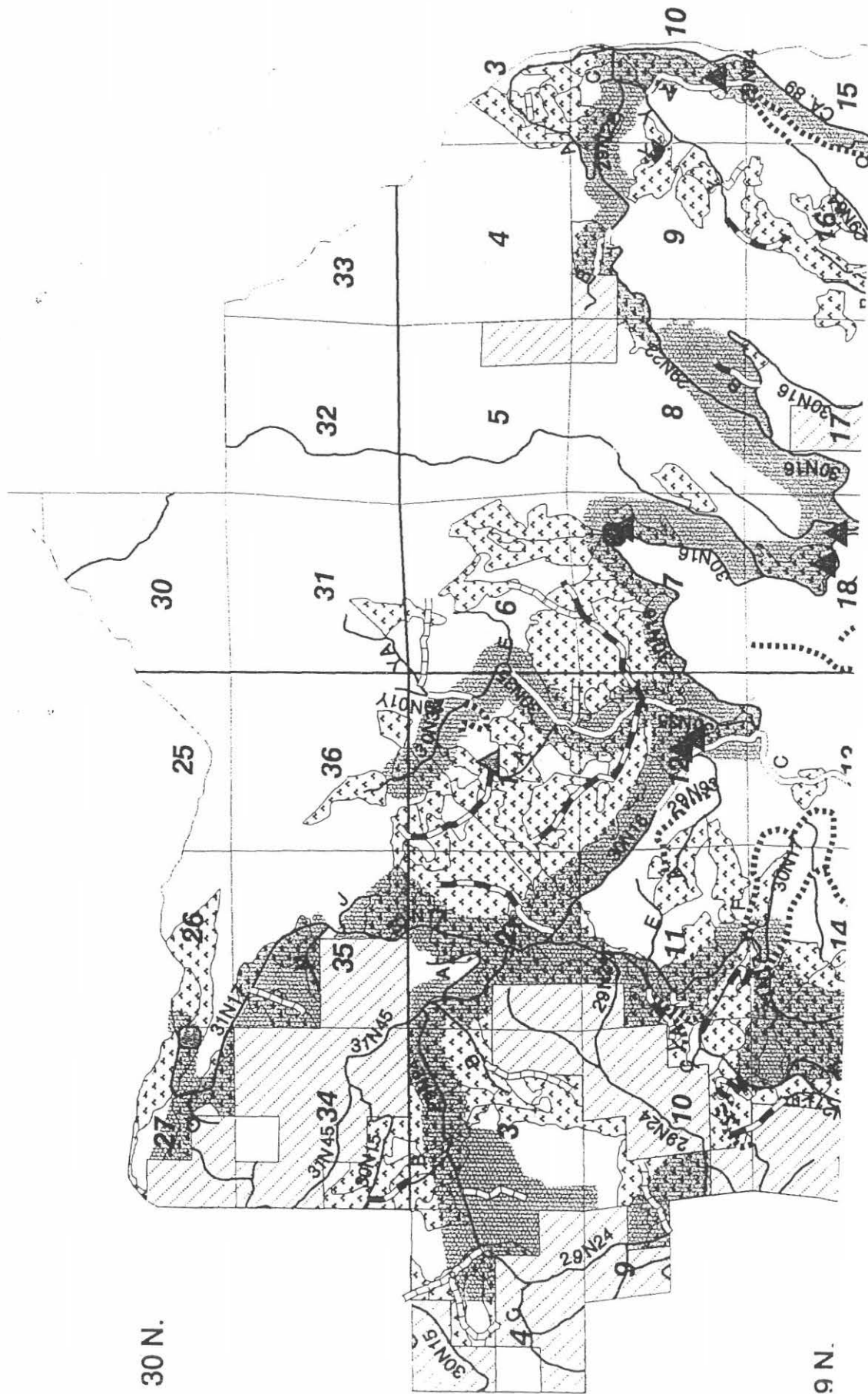
They are the same as Alternative 2.

(3) Cumulative Effects

The cumulative effects for alternative 3 are the same as alternative 2, except in the Old Forest land allocation. Within this land allocation, the reduced risk of a high-intensity stand-replacing fire, better community protection, and an increase in firefighter safety would be less as a result of alternative 3 compared to alternative 2 but would be greater as a result of alternative 3 compared to alternative 1.

Mineral Forest Recovery Project

Lassen National Forest
Almanor Ranger District

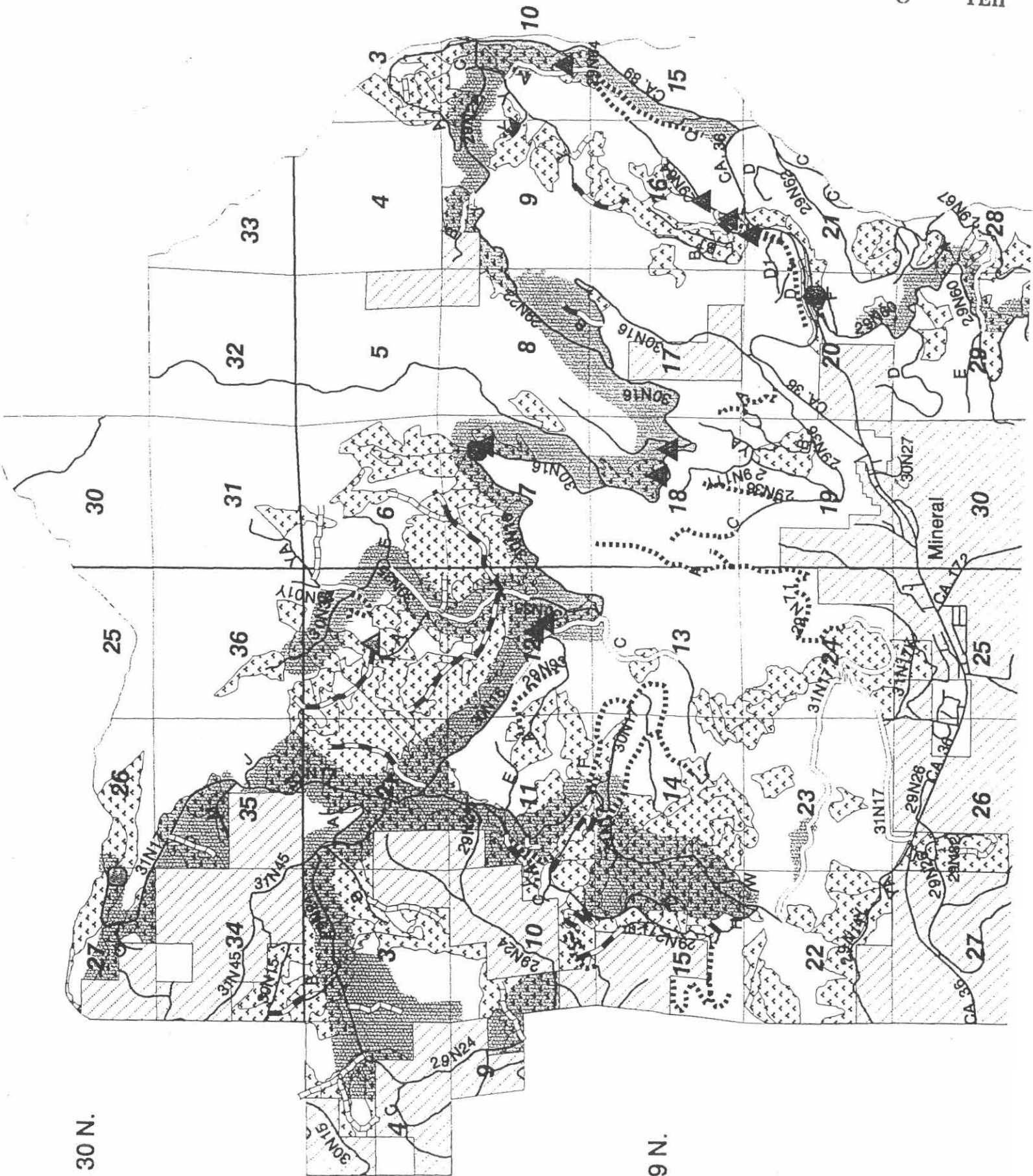


T. 30 N.

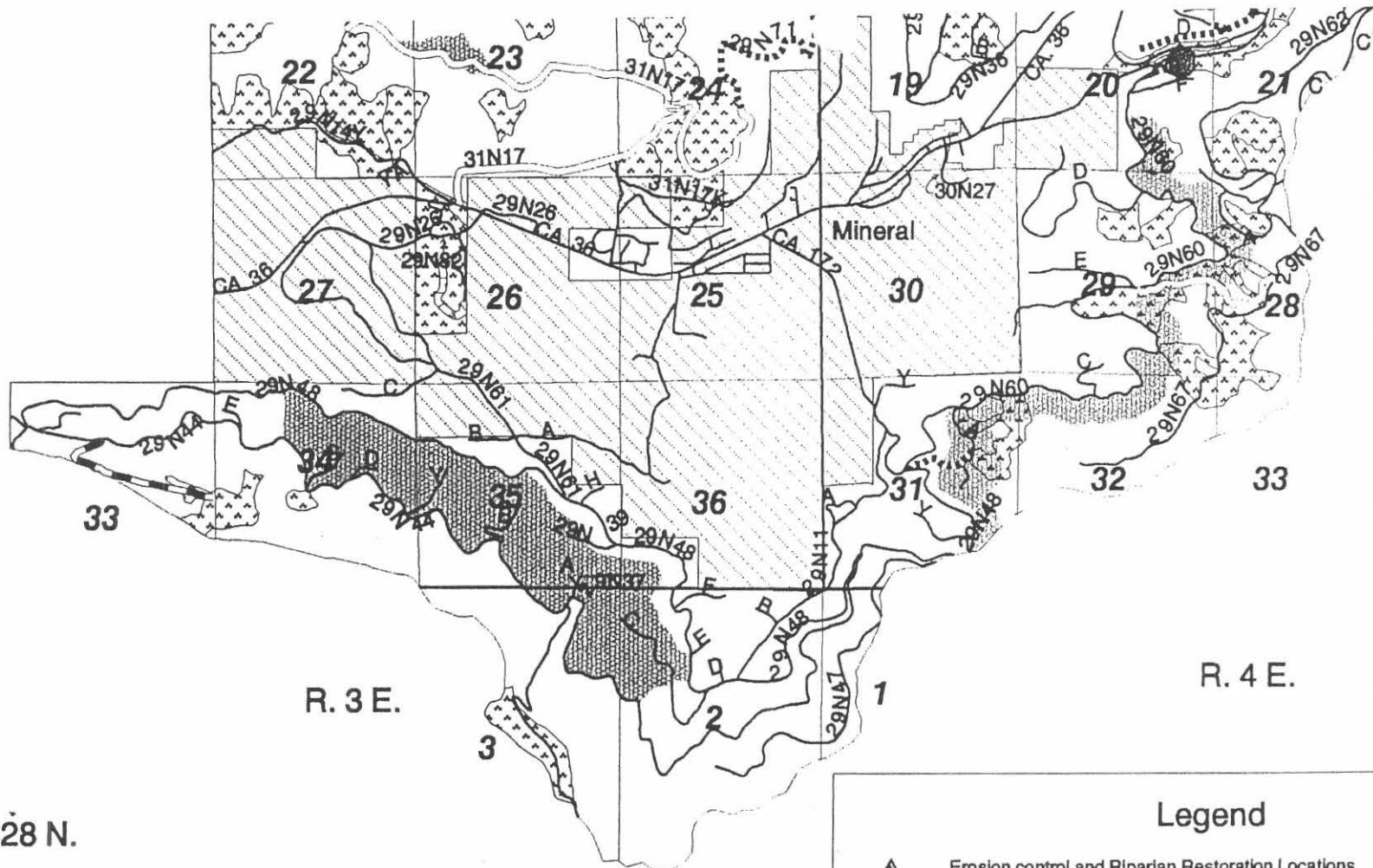
118

T. 29 N.

T. 30 N.



T. 29 N.



Legend

▲ Erosion control and Riparian Restoration Locations

⊙ Water Source Improvement Projects

Road changes

— Existing, no change

— New Road Construction

--- Reconstruct Existing Road

--- Temporary Road

..... Decommission Existing Road



Group Selection Areas



Proposed DFPZ



Private Land

N-2-02-002-5-TEH

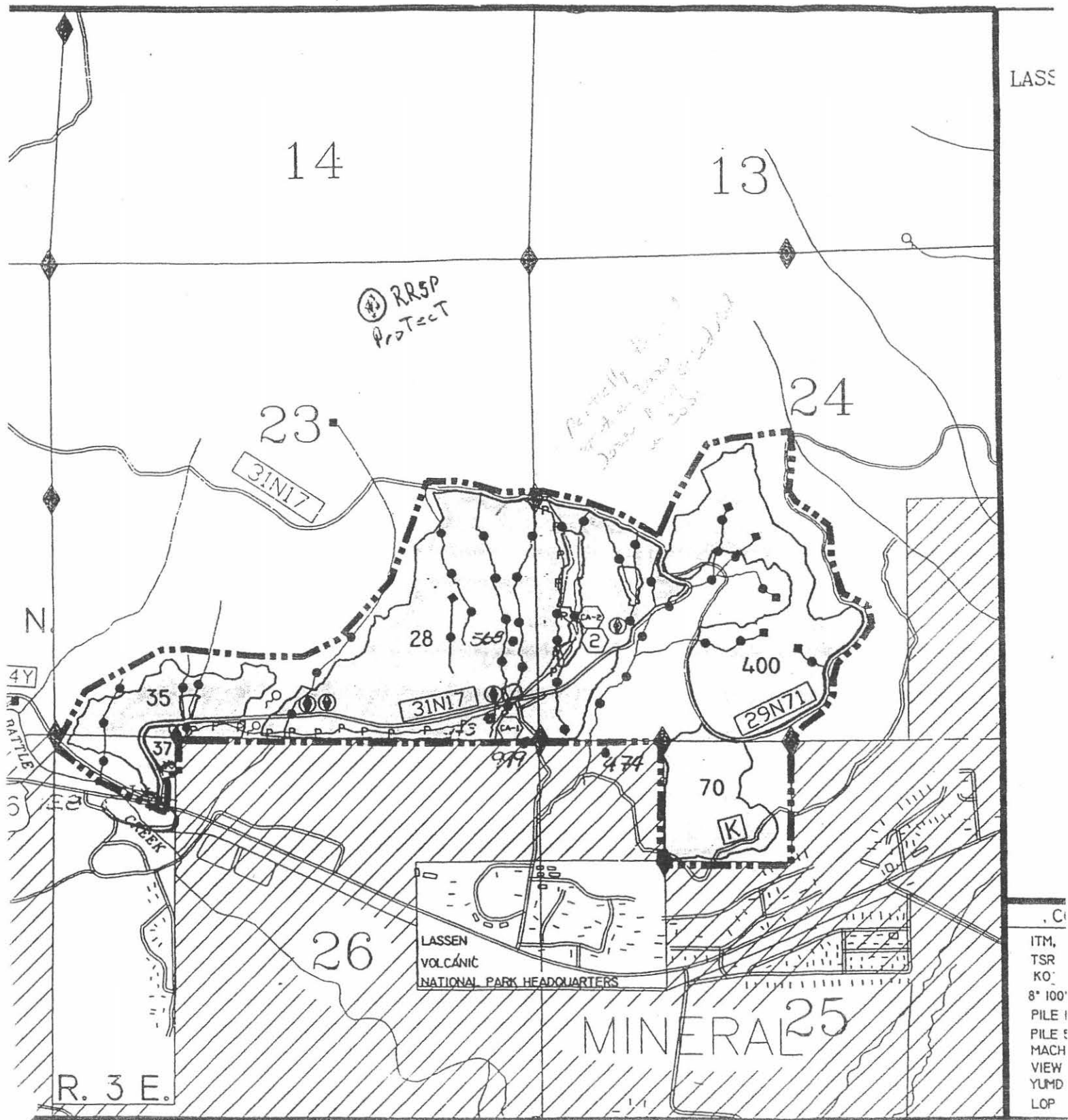
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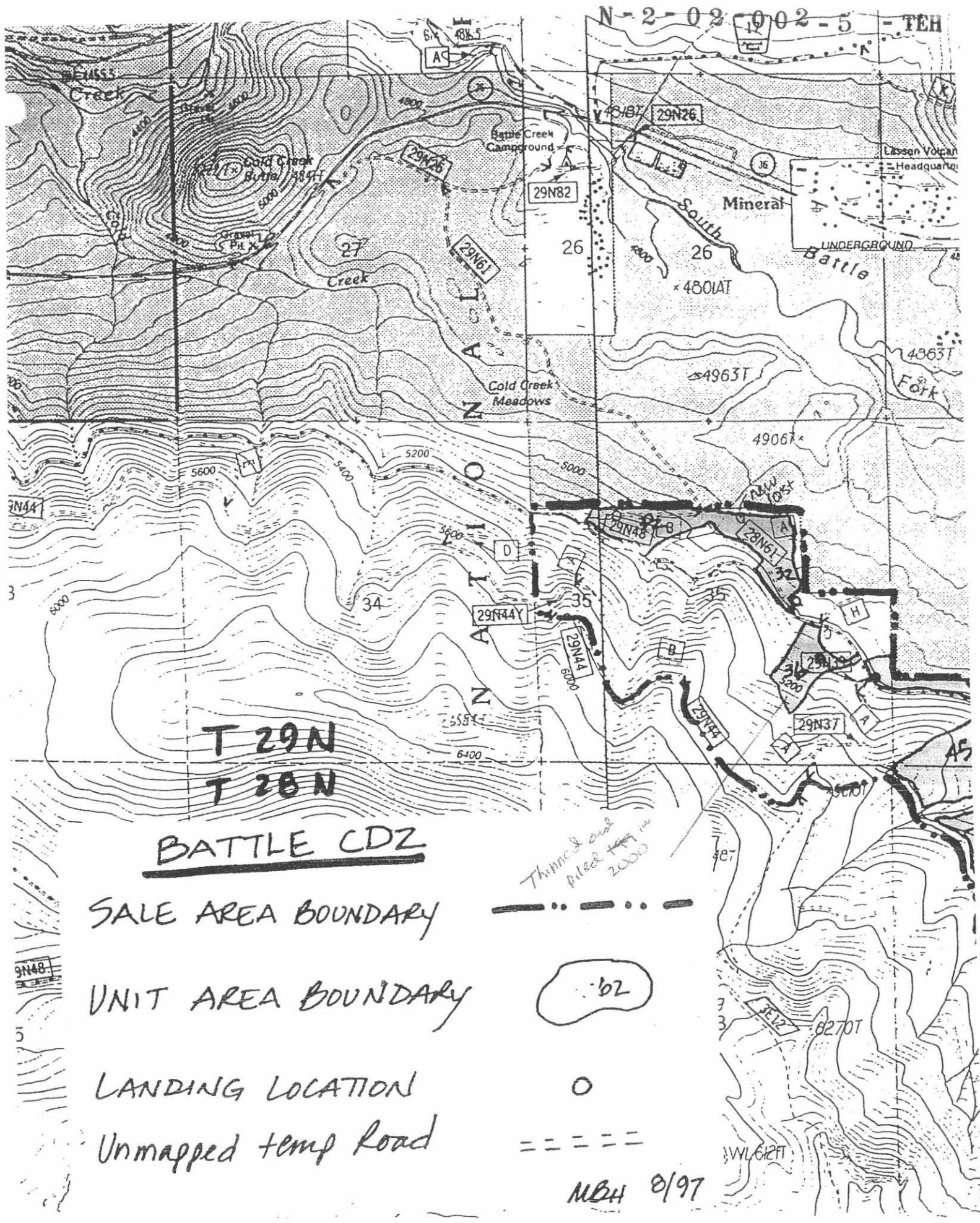
1 Miles

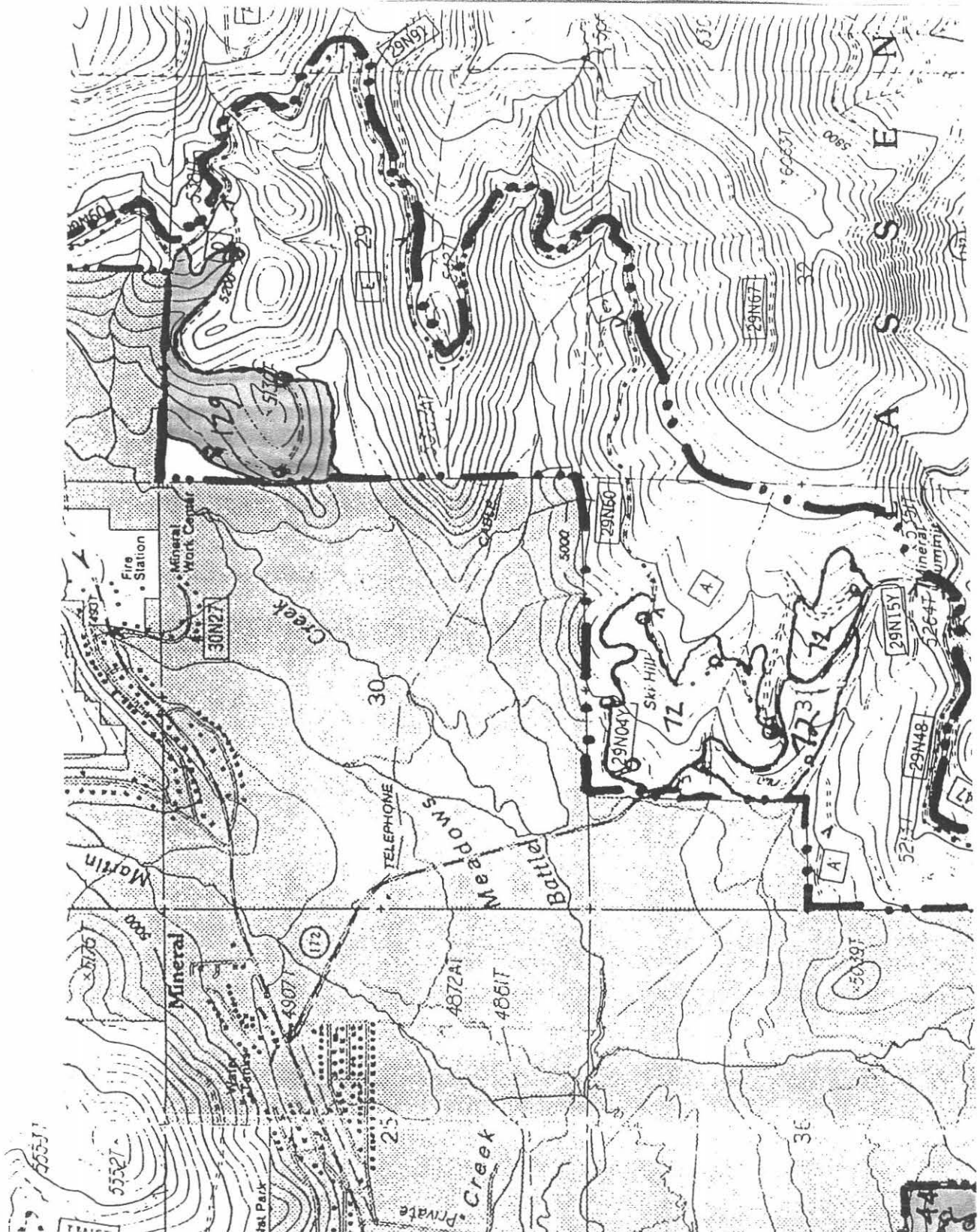
Nov 16, 2000

Bear CDZ

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PART OF PLAN

David L. Sellars

Registered Professional Forester #1875
Lic. Timber Operator #A-1494

N - 2 - 0 2 - 0 0 2 - 5 - TEH

P.O. Box 6292, Chico, CA 95927-6292
530-893-9727

14 May 2002

Mr. Shane Cunningham
California Dept of Forestry and Fire Protection
6105 Airport Road
Redding, CA 96002

Re: NTMP 2-02-002-5-T EH

Dear Shane,

Enclosed are the answers to the review team questions. I have also delved into the first question for the inspector regarding winter ops. My intent, at this point, is to allow operations within the WLPZ of Class I-II *only* as dry conditions may continue into the beginning of the designated winter period. The only site prep would be skidding out slash. Tractor piling would not be allowed. Once wet conditions occur, operations stop until the next spring.

I understand you will be in blue for the PHI. That will be a change, although not necessarily for the better.

Thanks.

Sincerely,


David L. Sellars

COAST-CASCADE
CDF

MAY 15 11:04 AM '02

Reviewed by:	AC
Dist by:	AC
Dist. Date:	5/15/02
RU	PS
FG <u>1</u>	TO
WQ <u>5</u>	TLO
ARCH	LTO
RPF	DMG
INSP	BOE
OTHER:	
FPS	
Status:	Pup

125 258

PART OF PLAN

David L. Sellars

Registered Professional Forester #1875

Lic. Timber Operator #A-1494

N - 2 - 0 2 - 0 0 2 - 5 - TEH

P.O. Box 6292, Chico, CA 95927-6292

530-893-9727

6 August 2002

California Dept. of Forestry and Fire Protection
6105 Airport Way
Redding, CA 96002

Re: Final changes on NTMP 2-02-002-T EH (5)

Regarding your letter of August 7th, a three page cover letter was included with the changes indicating what changes were made and where. What happened to that letter? It wasn't returned to me. I believed that letter would explain everything. The recommendations of the inspector have been placed in the plan. I am enclosing a signed copy of the appropriate PHI page. Also, material is included to support a DFG 1603. As soon as it appears the NTMP content will be approved, the 1603 application will be sent to DFG.

Many recommendations were regarding map changes. New maps are pages 19.1-19.17.

New pages 3-3.5 reflect the addition of landowners for road use only. This information was submitted previously and notice made.

Please also replace pages 4-19 of the plan with those provided. Not all of the old pages have changed but there are sufficient changes to make it easier to replace the entire section.

1a) See Item #38, page 18, paragraphs one and two.

1b) Item #38, page 18, paragraph three..

2a) See pages 19.2-19.3.

2b) The maps are in section Two pages 19.1-19.19. Section III cover page 20 has been revised. A new cover page for Sections 1 and 2 is provided.

2c) The power lines are shown on maps 19.2-19.3 and on proper Unit maps. Legend page 19.1 shows the symbol.

2d) The symbol for wet areas is in page 19.1

2e) All of the Class I watercourses are named on map pages 19.2-19.3.

2f) All maps 19.2-19.17 have the watercourses on them as required. The watercourse map has been deleted since the detail shows on the individual Unit maps.

COAST-CASCADE CDF

Reviewed by:	3m
Dist by:	76
Dist. Date:	8-12
RU	PS
FS	TO
WC	TLO
ARCH	LTO
RPF	DMC
INSP	BOE
OTHER:	
FPS	
Status:	ROP

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2g) The boundaries have been remapped from aerial photos to show the boundaries and wet areas. Refer to individual unit maps for greatest detail.

3a) See last paragraph on page 14, Item 26.

3b) Please see Item 26 page 15, parr. 3.

3c) The map locations are pages 19.2 and 19.3 and on individual unit maps. Please see description on pages 19.22 and 19.24 which cover the items required.

3d) This has been corrected on page 24, second to last paragraph.

3e) This has been revised and is on page 15 Item 26b.

4) Page four, this item has been revised to say what the inspector wants, but in some greater detail. I do not feel that this provision will interfere with the Inspector's ability to do his/her job.

5) This road is shown on maps pages 19.3 and 19.4.

6) These items are on pages 19.3 and 19.5.

7) This is shown on maps pages 19.3 and 19.5 and item #38 parr 4, page 18.

8) This is also shown on map page 19.5 and Item 38, parr 4 page 18.

9 See maps on page 19.3 and 19.6.

10) See page 19.3 and 19.6

11) See pages 19.3 and 19.6

12) See pages 19.2 and 19.7.

13) See maps on pages 19.2 and 19.7

14) See maps on pages 19.2 and 19.8

15) See maps pages 19.2 and 19.8

16) See maps pages 19.2 and 19.9.

17) See maps pages 19.2 and 19.9

18) See maps 19.2 and 19.11

- 19) See maps pages 19.2 and 19.11. Location shown as "G".
- 20) Shown on map page 19.11.
- 21) This road is labeled on page 19.11
- 22) See maps pages 19.2 and 19.11
- 23) See map on page 19.11
- 24) See maps on pages 19.2 and 19.12.
- 25) See maps 19.2 and 19.13
- 26) See maps 19.2 and 19.13
- 27) The ditch was added to the CAA and the letter to Richard Jenkins discussed the addition.
- 28) There are five in-lieu practices. The discussion starts on page 16 and goes to 17.1. The discussion has been retained in Sect II. Maps of practices 1,2, and 3 are on pages 19.20 and 19.21.
- 29) See maps pages 19.2, 19.3, 19.14.
- 30) See maps 19.2, 19.3, 19.14.
- 31) See new pages 34 and 35, "Cleanup of Fuelbreak/Defensible Space areas and pages 117.1-117.7. 933.4 (c) directs that the objectives of the Community Fuelbreak area will be met in regard to cleanup. The closest "standard" is that of the fuelbreak specifications of the Almador District of the Lassen National Forest. Specifications were provided by Ken Larson, fuels management officer. The specifications for the Ranch require removal of all newly created green material. The specifications allow for leaving existing material in amounts below that of the FS specifications. This meets the Rule requirements. The Rule does not require full cleanup of all material in this case.
- 32) In-lieu practice #3 on page 17 deals with this issue. It states the practice will only be used when the area is dry. This is more restrictive than "saturated soils" under item 26.
- 33) This is in item 38 page 18 parr. five.
- 34) See map on page 19.15.
- 35) See pages 94.1 and 94.2
- 36) See top of page 90.1 for legal descriptions.

PART OF PLAN

NTMP -2-02-002-T EH(5), final changes, page four, 11 August 2002

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37) Done.

Changes to the CAA have been submitted to Richard Jenkins under separate cover.

Sincerely,



David L. Sellars

PART OF PLAN

David L. Sellars

Registered Professional Forester #1875
Lic. Timber Operator #A-1494

P.O. Box 6292, Chico, CA 95927-6292
530-893-9727

12 August 2002

Mr. Shane Cunningham
California Dept. of Forestry and Fire Protection
6105 Airport Road
Redding, CA 96002

Re: NTMP 2-02-002-T EH

Dear Shane,

Last week I delivered what I thought were the final components of the NTMP to Redding and included a three page letter explaining where the Inspector's recommendations had been added. I immediately got all the material, except for the letter, back. I do not understand from the Department's letter if my explanation was inadequate or lost. I delivered a new package today with a new and expanded letter that I thought would remove all doubt. I even offered to insert the new pages for you. Apparently, my instructions may still be insufficient so I am enclosing an errata sheet. This was put together from my copy and may have a few small errors.

Thank you.

Sincerely,


David L. Sellars

Reviewed by:	CB
Dist by:	CB
Dist. Date:	8-16
RU	PS
FG	TO
WQ	TLO
ARCH	LTO
RPF	DMG
INSP	BOE
OTHER:	
FPS	
Status:	Popo

Aug 14 11 58 AM '02
CDF
COAST-CASCADE

Errata Sheet for NTMP 2-02-002-T EH, 12 August 2002

The following is for new pages delivered to Redding today for the above NTMP.

- 1) the cover page for Sections 1 and 2 should be numbered 0.1. Since it goes in front of page 1, this is the only number I can think to give it.
- 2) Please refer to the page headed "Additional Landowner for Purposes of Road Use Only. This page bears an original signature for Mike Mitzel. This page should be numbered 2.1. It appears someone may have changed this to page 3.
- 3) Insert pages 3 to 3.5. This refers to the additional landowners.
- 4) Remove all the remaining pages of Sections 1 and 2 and Insert the new pages 4-19
- 5) The Inspector directed that all maps be moved to Section 2. Please remove pages 44-47
- 6) Insert Map Legend page 19.1
- 7) Insert Maps 19.2 and 19.3. These are the new overlap maps.
- 8) Insert Unit Maps pages 19.4 to 19.15. These are the individual Unit maps that give the greatest detail. Some contain additional notes.
- 9) Insert pages 19.16 and 19.17. These are the Site Class maps.
- 10) Insert pages 19.20 and 19.21. These are the In-lieu practice maps.
- 11) Insert pages 19.22 through 19.25. This is the DFG 1603 material.
- 12) Replace page 24 with the new page 24. This changes the number of Class II watercourses in the next to last paragraph.
- 13) There are new pages 34 and 34.1 covering Fuelbreak cleanup standards. Page 34.1 may possibly be numbered 35 erroneously.
- 14) There is a new page 90.1. This lists the legal descriptions for the other plans in the area.
- 15) Please remove page 94 and replace it with pages 94 and 94.1. This contains an expanded reference list for the cummies.
- 16) Add pages 117.1 to 117.7. This is the material on the Forest Service fuelbreak specs that support pages 34 and 34.1.

PART OF PLAN

N - 2 - 0 2 - 0 0 2 - 5 - TEH

letter to Shane Cunningham, CDF, 12 August 2002, page two.

17) I believe there is a replacement for page 20 in the pack. I am enclosing one in case it is missing.

This is just about everything that I can think of and I don't know how else to package it.

Thank you.

Sincerely,



David L. Sellars

N - 2 - 0 2 - 0 0 2 - 5 - TEH
NOTICE OF PREPARATION OF NTMP

An Nonindustrial Timber Management Plan that may be of interest to you has been submitted to the California Department of Forestry & Fire Protection. The Department will be reviewing the proposed timber operation for compliance with various laws and rules. This review requires the addressing of any concerns you may have with what is being proposed. The following briefly describes the proposed timber operation and where and how to get more information.

The review times given to the Department to review the proposed timber operation are variable in length, but limited. To ensure the Department receives your comments please read the following:

The earliest possible date the Department may approve the plan or amendment is: **JUL 18 2002**

NOTE: THIS DATE IS PROBABLY NOT THE ACTUAL APPROVAL DATE AND CLOSE OF PUBLIC COMMENT.

Normally, a much longer period of time is available for preparation of comments. Please check with the Department, prior to the above listed date, to determine the actual date that the public comment period closes.

The plan or amendment was submitted to the Department on: **MAY 03 2002**

Questions about the proposed timber operation or laws and rules governing timber operations should be directed to:

California Department of Forestry & Fire Protection
Forest Practice Program
6105 Airport Road
Redding, CA 96002
(530) 224-2445

CDF
COAST-CASCADE

MAY 30 3 34 PM '02

The public may review the plan or amendment at the above Department office or purchase a copy of the plan or amendment. The cost to obtain a copy is 10 cents for each page, \$2.50 minimum per request. (To be completed by the Department upon receipt. The cost to obtain a copy of the plan or amendment is: **\$10.30**)

Information about the plan or amendment follows:

1. Timberland Owner where the timber operation is to occur: **Battle Creek Meadows Ranch, Inc., Sierra Pacific Industries, Joann Perkins, David Beresford, Cal Trans, and Mineral City Water Co. The last five are for road and landing use only, no timber harvesting will occur on these properties.**
2. Registered Professional Forester who prepared the plan or amendment: **David L. Sellars, RPF #1875**
3. Name of individual who submitted the plan or amendment: **Nathan G. Hale, Jr., President of the Board**
4. Location of the proposed timber operation (county, legal description, approximate direction & approximate distance of the timber operation from the nearest community or well-known landmark):
Tehama County, por Secs. 24,25, 26,35, and 36 T29N,R3E and por Secs. 19,20,30, and 31 T29N, R4E, MDB&M, Ranch is on east south, and west sides of Town of Mineral, approximately 39 miles east on Highway 36 from the intersection of Highways 36 and 99 near Red Bluff
5. The name of and distance from the nearest perennial stream and major watercourse flowing through or downstream from the timber operation: **Battle Creek flows through the Ranch from east to west**
6. Acres of timberland in NTMP: **952**
7. The regeneration methods and/or intermediate treatments to be used: **Selection, Fuelbreak/ Defensible Space, Sanitation Salvage, Commercial Thinning.**
8. Is there a known overhead power line, except lines from transformers to service panels, within the plan area? Yes **X** No **___**

A map is attached to help in locating where the proposed timber operation is to occur.

FOR DEPARTMENT USE ONLY

NTMP No. _____ DATE OF RECEIPT **MAY 30 2002**

N - 2 - 0 2 - 0 0 2 - 5 - TEH

BCMR NOP MAP

scale: 1:24000

40 foot contours

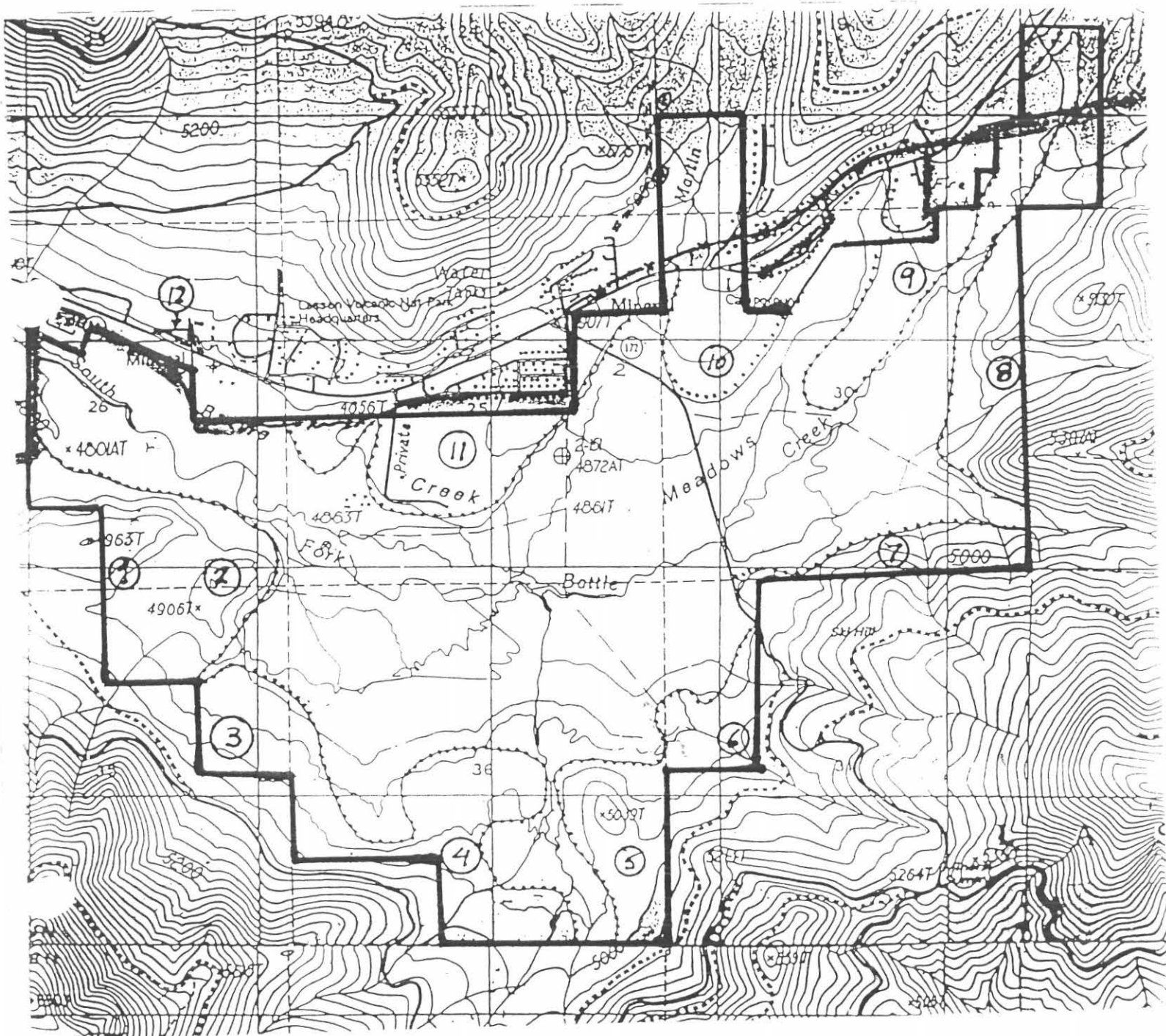
Ranch boundary:

Unit numbers:

Main Highways:

Power lines:

LANDING (4)



Battle Creek Meadows Ranch
NTMP mailing labels

James & Beth Glenn
P. O. Box 55
Mineral CA 96063

N - 2 Mr. George P. Perkins 5 - TEH
2136 Venice Drive
South Lake Tahoe CA 96150

Dale Edward & Letha Jean Thorsted
1620 Walbridge Street
Red Bluff CA 96080

Howard L. & Camilla M. Cumpston
P. O. Box 85
Morgan Hill CA 95038

John R. & Suzanne Trefethen
546 Cork River Way
Sacramento CA 95831

Mr. Richard Bruce Dekat
304 Via Peralta
Pacheco CA 94553

Ms. Marilyn M. Hall
2421 Mimosa Street
Santa Rosa CA 95405

Ms. Margaret M. Brown
2709 San Benito Drive
Walnut Creek CA 94598

Ms. Gail Ann Hogan
P. O. Box 158
Mineral CA 96063

Frank A. & Shirley A. Boes
P. O. Box 134
Mineral CA 96063

William & Gayle Cushenberry
6817 Ben Avenue
North Hollywood CA 91605

Mr. Karl J. Wahl
205 Howell Avenue
Red Bluff CA 96080

Ms. Pamela Yaeger Smith
5355 Konocti Road
Kelseyville CA 95451

Ronald I. & Patricia J. Tibbetts
7413 Pleasant Grove Road
Pleasant Grove CA 95668

Mr. Michael Anthony Lucero
P. O. Box 162
Mineral CA 96063

Ms. Diane McIlvain
c/o Mr. Gerald Finchum
21735 Wilcox Road
Red Bluff CA 96080

Ms. Diane Kane
830 Countryside Drive
Red Bluff CA 96080

Mr. Koll Buer
16400 Julie Lane
Red Bluff CA 96080

Ernest F. & Cecilia Bassignani
645 Speers Road
Santa Rosa CA 95405

Douglas A. & Michelle A. Smith
1255 Southpointe Drive
Red Bluff CA 96080

James R. & Lea M. Spliethof
P. O. Box 32
Mineral CA 96063

Mr. Emmett W. Skinner
223 W. Lincoln Avenue
Chico CA 95926

William V. & Linda W. Kaida
305 Allen Street
Arroyo Grande CA 93420

Mr. Ronald D. Slavin
241 Beverley Avenue
Red Bluff CA 96080

Mr. James W. Bruner, Jr.
2428 Creekhollow Lane
Davis CA 95616

Richard Hood, Jr. & Madona R.
Hood
15 Cottage Avenue
Chico CA 95926

Ms. Denise Froome
21760 Wilcox Road
Red Bluff CA 96080

Ms. Leona Stelter
107 Northwood Commons
Chico CA 95973

Mr. Dennis E. Boyd
#5 Walnut Circle
Chico CA 95926

Mr. Ralph G. Scott, Jr.
1450 Robinson Drive
Red Bluff CA 96080

Ms. LaVerne Hermle
P. O. Box 116
Zamora CA 95698

Mr. James D. Goodman
c/o Mr. Todd Goodman
1355 Watson Ranch Way #6
Dixon CA 95620

Citizens Telecommunications Co.
of California, Inc.
P. O. Box 433
Harvey LA 70059

Mr. David Mitchell Beresford
c/o Ms. Sue Dahl
444 Stonebridge Drive
Chico CA 95926

Mr. Richard C. Hansen
1505 River Oak Way
Roseville CA 95747

Mr. Ronald R. Vogel
615 W. 11th Avenue
Chico CA 95926

Mineral Home Owners Assn.
c/o Ms. Cindy Ward
P. O. Box 348
Corning CA 96021

Lassen National Forest
Almanor RD
P. O. Box 767
Chester CA 96020

Ms. Joann Perkins
22026 Grove Circle
Red Bluff CA 96080

Ms. Barbara Conard Leitner
1977 Ascot Dr. #2
Moraga CA 94556-1412

Ms. Bonna D. Greene
PO Box 74
Mineral, CA 96063-0074

Darwin A. & Pearle V. Chandler
P. O. Box 83
Mineral CA 96063

Mr. Ellington R. Peek
P. O. Box 887
Cottonwood CA 96022

Mr. G. Albert Wahl
c/o Mr. Geoffrey Wahl
9201 Two Handy Way
Browns Valley CA 95918

Mr. Bruce M. Ayer
5135 Sweeney Road
Winters CA 95694

Mr. Cecil Dale Behunin
435 Cecelia Way
Los Altos CA 94022

Mr. Vernon L. Bullock
~~5746 Cascade Drive~~ PO Box 124
Redding CA 96003 Mineral,
A 96063

Ms. Edna Mae Burlison
11390 Highway 99E
Los Molinos CA 96055

Norman F. & Beverly Pierro
24917 Taft
Los Molinos CA 96055

Mr. Rupert J. Schmitz
510 Lincoln Street
Red Bluff CA 96080

Ms. Connie Mansur
133 Casa Grande Drive
Red Bluff CA 96080

Mr. Robert D. Ortland
4300 Shorthorn Drive
Chico CA 95926

Ms. Ramona K. Ross
c/o Ms. Ruth M. Ross
3812 Lahaina Lane
Modesto CA 95355

Walter M. & Kaye Fehlman
PO Box 28
Mineral, CA 96063

Mr. Rupert Maxwell
2701 N. Bonnyview Road
Redding CA 96001

Ms. Rosella J. Hoag
616 South Street
Corning CA 96021

Edward L. & Kathleen P. Dietz
20761 Reef Lane
Huntington Beach CA 92646-6560

Sutfin Orchards
c/o Ms. Gartha Johnson
350 Mulberry
Red Bluff CA 96080

Rainbow Enterprises
1124 E. Rose Lane #17
Phoenix AZ 85014



N - 2 - 02 - 002 - 5 - TEH

Ms. Marilyn Berens
P. O. Box 302
Vina CA 96092

Mr. Harvey R. Wilson
1821 Drayer Drive
Paradise CA 95969

Mr. Gilberte M. Angless
11625 Highway 99E
Red Bluff CA 96080

Mr. Paul F. Sankey
1126 Parkhill Street
Colusa CA 95932

Mr. Charles Fredrick Krause
15055 Paynes Creek Road
Red Bluff CA 96080

Gail J. Golden
P. O. Box 784
Williams CA 95987

Ms. Margaret C. Bauer
25101 2nd Avenue
Los Molinos CA 96055

John D. & Patricia A. Montz
6649 County Road #57
Willows CA 95608

Mr. Richard P. Cordone
918 Fifth Avenue
San Rafael CA 94901

Ms. Veda Lucille McDonald
2133 W. Park Avenue
Napa CA 94558

Mr. Tony D. Luiz
P. O. Box 206
Arbuckle CA 95912-0206

Arlan R. & Patricia C. Moore
P. O. Box 121
Grimes CA 95950

Mr. Eugene F. Serr
1520 Robinson Drive
Red Bluff CA 96080

Robert H. & Marion Mendelson
708 Palmetto Drive
Venice FL 34293

Mr. Eugene Dague
460 La Costa Drive
Banning CA 92220

Mr. Thor Matteson
6347 Jerseydale Road
Mariposa CA 95338-9027

Ms. Irene A. Bruce
610 San Lorenzo Street
Fairfield CA 94533

Lynn E. & Diane M. Slavich
10970 Freeman Road
Wilton CA 95693

Mr. James A. Yates
5706 Southgrove Drive
Citrus Heights CA 95610

Mr. Douglas G. Alexander
2273 E. 8th Street
Chico CA 95928

Ms. Lorraine W. Gurney
350 Gilmore Road #55
Red Bluff CA 96080

Mr. Dennis James Ward
P. O. Box 348
Corning CA 96021

Ms. Leora M. Riessen
PO Box 374
Yreka, CA 96097

Mr. David J. Minch
21745 Adobe Road
Red Bluff CA 96080

Ms. Stella T. Ross
P. O. Box 6
Hamilton City CA 95951

Mr. William E. Fitzgerald
3630 Scenic Drive
Redding CA 96001

Ms. Betty Brown
12597 Nottingham Lane
Grass Valley CA 95949

Mr. Joseph E. McClellan
P. O. Box 121
Mineral CA 96063

Leslie F. & Jill E. Smith
5580 Edith Avenue
Corning CA 96021

Ms. Alice Cozad
22165 Gilmore Ranch Road
Red Bluff CA 96080



N - 2 - 0 2 - 0 0 2 - 5 - TEH

Ms. Martha H. Slade
1006 Wagstaff Road
Paradise CA 95969

Dennis J. & Dona L. Asti
1442 Los Alamos Road
Santa Rosa CA 95409

Dan J. & Virginia R. Foster
P. O. Box 677
Susanville CA 96130

L. & L. Cattle Co.
P. O. Box 40
Mineral CA 96063

Mr. Clark A. Porter
19 Sierra Lakeside Lane
Chico CA 95928

Ms. Sharri E. Benedetti
121 Ebbing Way
Fort Bragg CA 95437

Gary W. & Claudia K. Hermann
20556 Linda Lane
Cottonwood CA 96022

Francis J. & Margaret McGovern
563 McClay Road
Novato CA 94947

Martin P. & Misty Rose Culver
22387 Adobe Road
Red Bluff CA 96080

Ms. Gabriele S. Brown
P. O. Box 43
Mineral CA 96063

Ray G. & Lois A. Lyon
4424 County Road M1/2
Orland CA 95963

Mr. John Wayne Koeberer
2150 Main St. #5
Red Bluff CA 96080

Ms. Dorsey Christine LeVitt
12255 Jackson Road
Sloughhouse CA 95683

Robert & Cynthia Sheppard
1215 Washington Street
Red Bluff CA 96080

Mr. Everett Ackart II
22735 Juanita Ct.
Red Bluff CA 96080

Mr. Harry A. Rohr
1300 Southpointe Drive
Red Bluff CA 96080

James Thomas & Jean D. Ward
20820 Walnut Street
Red Bluff CA 96080

Mr. Dennis W. Haag
P. O. Box 88
Mineral CA 96063

Garry D. & Christine S. Fish
13835 Ide Adobe Lane
Red Bluff CA 96080

Ms. Noralu F. Michael
930 French St.
Willows CA 95988

Mark & Angela Viberg
P. O. Box 494
Manton CA 96059

Mr. Paul E. Crandall
5306 Ridgefield Avenue
Carmichael CA 95608

Mr. James L. Davis
P. O. Box 151
Mineral CA 96063

Mr. M. Kent Hockabout
210 Ironwood Road
Alameda CA 94502

Mr. James Howard Williams
P. O. Box 175
Mineral CA 96063

Richard L. & Janice L. Swan
P. O. Box 10
Mineral CA 96063

Mr. Wesley A. Crane
15585 China Rapids Drive
Red Bluff CA 96080

William E. & Jane S. Hoofard
P. O. Box 104
Mineral CA 96063

Herbert A. & Doris F. Foley
861 Gray Avenue E.
Yuba City CA 95991

Ronald Gary & Pamela Begrin
P. O. Box 101
Mineral CA 96063

James L. & Patricia Burden
14055 Trinity Avenue
Red Bluff CA 96080

Alson M. & Betty Lou Blomquist
P. O. Box 116
Mineral CA 96063

David J. & Sheryl D. Perry
P. O. Box 428
Maxwell CA 95955

Mr. Howard Goldor
508 Barringham Lane
Modesto CA 95350

Mr. Robert Bruce Wadlington
2729 Woodridge Court
Placerville CA 95667
860 Theatre Rd
Williams, CA 95987

Ms. Maxine D. Cioffi-Jones
350 Gilmore Road #110
Red Bluff CA 96080

Richard C. & Ina E. Poulton
525 Linn Avenue
Red Bluff CA 96080

Mr. Robert P. Nansen
725 Rose Lane
Los Altos CA 94024

Mr. Paul H. Martin
25565 New York Avenue
Corning CA 96021

Kinner Properties
1040 Monroe Street
Red Bluff CA 96080

Kenneth Wm. & Debbie J. Tolen
P. O. Box 35
Mineral CA 96063

D. C. & Ralph R. Levitt
12255 Jackson Road
Sloughhouse CA 95683

Ms. Vivian L. Bettman
22145 Gilmore Ranch Road
Red Bluff CA 96080

Philip & Josephine McKenna
P. O. Box 63
Gerber CA 96035

James E. & Lyla P. Gregg
c/o Mr. William Fitzgerald
3630 Scenic Drive
Redding CA 96001

Mr. Orville B. Parker
18460 Evergreen Road
Cottonwood CA 96022

Mr. Roman Gonczerek
6412 Climax
Klamath Falls OR 97603

Alfred W. Wilson, Jr. & Susan
Wilson
P. O. Box 41
Mineral CA 96063

Timothy S. Kask & Joan Poteet
P. O. Box 171
Mineral CA 96063

Larry O. & Patricia A. Jantzen
21855 Penneleme Road
Red Bluff CA 96080-7938

Robert P. & Severina Berthold
2446 Shoreline Drive
Napa CA 94558

Ms. Palmyra Rosevear
377 Los Cerros Drive
Greenbrae CA 94901

Ms. Joanne L. Walser
P. O. Box 7144
Chico CA 95926

Mr. Robert P. Rankin
2279 SW 313th
Federal Way WA 98023

Ms. Carol Joann Newport
23005 Alpha Lane
Red Bluff CA 96080

Mr. Richard A. Carstens
1035 Wetter Way
Red Bluff CA 96080

Mr. Timothy Paul Dais
1154 Hickory Street
Red Bluff CA 96080-9732

Duane E. & Kathryn D. Heiber
P. O. Box 446
Red Bluff CA 96080

Harold J. & Marian B. Lucas
P. O. Box 189
Mineral CA 96063

County of Tehama
c/o Road Department
9380 San Benito Avenue
Gerber CA 96035

State of California
c/o Mineral Work Cnt/Caltrans
37900 Hwy. 36 E.
Mineral CA 96063

Sierra Pacific Industries
c/o Mr. Jack Frost
P. O. Box 496014
Redding CA 96049-6014

Mr. Fred W. Beresford
c/o Mr. David Beresford
42565 Valley View Road
Scio, OR 97374

Lassen Volcanic National Park
PO Box 199
Mineral, CA 96063

Mineral Elementary School
PO Box 130
Mineral, CA 96063

~~Ms. Velma C. Krahenbuhl~~
~~220 Sherman Drive~~
~~Red Bluff CA 96080~~

Mr. Douglas P. Dobbins
2605 Yost Road
Pearland TX 77581

~~Mr. Ed B. Hendricks~~
~~9 Sierra Lakeside Lane~~
~~Chico CA 95928~~

Mr. Jack L. Windsor
588 E. 1st Avenue
Chico CA 95926

~~Mr. Richard J. Cooper~~
~~7 Waterberg Court~~
~~Pleasant Hill CA 94523~~

~~Mr. William H. Brackman~~
~~26 Wanda Way~~
~~Martinez CA 94553~~

Ms. Velma C. Krahenbuhl
22034 GAUGE CIR.
RED BLUFF, CA 96080

~~Mr. Douglas P. Dobbins~~

Mr. Ed B. Hendricks
350 GILMORE RD SP100
RED BLUFF, CA 96080

~~Mr. Jack L. Windsor~~

Mr. Richard J. Cooper
2251 LOCK LN
WALNUT CREEK CA
94598

Mr. William H. Brackman
19 SAND CT.
SACRAMENTO, CA 95831

*Renewed
on 6/3/02
16*

Attachment E

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That, WHEREAS, the RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY (hereinafter called "RCDTC"), has conditionally awarded to (here insert full name and address or legal title of Contractor)

As Principal (hereinafter called "Contractor") a Contract for "**BCMR Herbicide Application Project**" in the said Tehama county, in accordance with and consisting of the specifications of the NTMP document, which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond for the Faithful Performance of said Contract,

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

as Surety (hereinafter called "Surety") are held and firmly bound unto the RCD of Tehama County, Red Bluff, California in the sum of zero dollars (\$0.00), in lawful money of the United States, for the payment of which sum well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, unless the above bounden Contractor, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in additions or alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to

their true intent and meaning, and shall indemnify and save harmless the RCDTC, and their employees and their consultants, and their agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Contractor agrees not to assign this Contract except upon the written consent and approval of the RCDTC or their successor and assigns.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, that the Surety is an "Admitted surety" as that term is, or may be, defined by California statute, regulation or the Department of Insurance.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to its governing body.

SIGNED AND SEALED THIS _____ day of _____, 20_____.

Print name of Contractor

By: _____

Signature

Title of Signer

Surety Name

By: _____

Attorney-in-Fact

(Acknowledgment by Notary Public required)

Title

(SURETY SEAL)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the RESOURCE CONSERVATION DISTRICT of TEHAMA COUNTY (hereinafter called "RCDTC"), has awarded to (here insert the full name and address or legal title of Contractor)

(hereinafter called "Contractor") a Contract for "**BCMR Herbicide Application Project**", in the said Tehama County, in accordance with and consisting in part of plans and specifications in the NTMP document, which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond in connection with said contract, providing that if said Contractor, or any of his subcontractors, shall fail to pay for any materials, provisions, pro vendor or other supplies, or equipment used, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then the Surety on this Bond will pay for the same in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee to be fixed by the Court.

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

as Surety (hereinafter called "Surety") are held and firmly bound unto the RCD of Tehama County, Red Bluff, California in the sum of zero Dollars (\$0.00), in lawful money of the United States, for the payment of which sum, well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his heirs, executors, administrators, successors or assigns, or his subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or equipment used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for the amounts due under the Unemployment Insurance Act with respect to such work or labor, then the Surety on this Bond will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the Court.

This Bond shall insure to the benefit of any and all persons, companies, corporations, political subdivisions and State agencies, entitled to file claims under the provisions of Sections 4200 to 4208, inclusive, of the Government Code of California and Section 3181 of the Civil Code of the State of California, as now in effect and as the same may be amended or superseded from time to time, so as to give a right of action to them, or their assigns, if any suit is brought upon this Bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, the Surety is an "Admitted Surety" as that term is, or may be defined by California statute, regulation or the Department of Insurance.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed hereto and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

SIGNED AND SEALED THIS _____ day of _____, 20_____

Print name of Contractor

By: _____

Signature

Title of Signer

Surety Name

By: _____

Attorney-in-Fact

(Acknowledgment by Notary Public required)

Title

(SURETY SEAL)

NOTE TO SURETY COMPANY:

The following form of acknowledgment shall be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact for each bond issued.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss.

COUNTY OF TEHAMA))

On _____, before me, _____, a

Name of Notary Public

Notary Public in and for said State, personally appeared _____,

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal

Signature of Notary Public

(SEAL)

Attachment F

PAYMENT SCHEDULE

1. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The CONTRACTOR agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The CONTRACTOR further agrees that it shall maintain separate Project accounts in accordance with generally accepted accounting principles.
2. RECORDS: Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the CONTRACTOR agrees to:
 - (a) Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - (b) Establish separate accounts which shall adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
 - (c) Establish separate accounts which shall adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
 - (d) Establish an accounting system which shall adequately depict final total costs of the Project, including both direct and indirect costs;
 - (e) Establish such accounts and maintain such records as may be necessary for the District to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (f) Maintain all other records necessary to support a state audit for a period of Ten (10) years.
3. Invoicing
 - 3.3.1 Consultant's invoices shall include the Agreement Number. The original invoice shall be submitted to the RCDTC Project Manager **monthly, by the tenth of each month** in arrears to:

Seronica Biggs

Resource Conservation District of Tehama County

PO Box 1232

Red Bluff, CA 96080

sbiggs@tehamacountyrcd.org

- 3.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Failure to use the address exactly as

provided above may result in return of the invoice or payment request to the CONTRACTOR. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the District's Project Manager.

3.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulation, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.

3.4 The invoice shall contain the following information:

3.4.1 The word "INVOICE" shall appear in a prominent location at the top of page(s);

3.4.2 Printed name of the CONTRACTOR;

3.4.3 Business address of the CONTRACTOR, including P.O. Box, City, State, and Zip Code;

3.4.4 The date of the invoice;

3.4.5 The number of the Agreement upon which the claim is based; and

3.4.6 An itemized account of the work for which the District is being billed by task;

3.4.6.1 The time period covered by the invoice, i.e., the term "from" and "to";

3.4.6.2 A brief description of the work performed;

3.4.6.3 The amount due by task, based upon hourly unit cost for each labor category utilized. Other costs and charges shall be itemized at full cost supported by complete invoicing and other documentation.

3.4.6.4 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the CONTRACTOR under the terms of this Agreement; and

3.4.7 Original signature of CONTRACTOR

4. Budget Contingency Clause

The maximum amount to be encumbered under this Agreement is zero dollars (\$0.00) unless otherwise modified in accordance with this Contract. If funding for the current year and/or any subsequent years covered under this Agreement is not provided to the District, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the District to make any payments under this Agreement. In this event, the District shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the CONTRACTOR with a right of priority for payment over any other party. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the District shall have the option to either cancel this Agreement with no liability occurring to the District or the State, or offer an agreement amendment



to CONTRACTOR to reflect the reduced amount.

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



October 14, 2025

Seronica Biggs
Resource Conservation District of Tehama County
2 Sutter Street, Suite D
Red Bluff, CA 96080

8GG22626 Amendment 3; Resource Conservation District of Tehama County, "Tehama East Forest Health Program"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Dana Dysthe at (530) 710-4220 if you have questions concerning services to be performed.

1. ☐ Amendment 3 including terms and conditions, budget, budget narrative, and other exhibits enclosed. Please sign, scan, and return the agreement to Christopher Estebat at Christopher.Estebat@fire.ca.gov no later than **October 20, 2025**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
CAL FIRE

Attn: Grants Management Unit/FH Grants
P.O. Box 944246
Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the amendment is preferred.

2. ☒ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Christopher Estebat
Grants Analyst
Grants Management Unit

CC: Dana Dysthe
Chris Poli
Nadine Scarbrough

Enclosures

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT**

APPLICANT: Resource Conservation District of Tehama County

PROJECT TITLE: Tehama East Forest Health Program

GRANT AGREEMENT: 8GG22626 Amendment 3

PROJECT PERFORMANCE PERIOD is from November 16, 2023 through March 31, 2029.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Amendment 3 will move funds from the Salaries & Wages, Employee Benefits, and Other Costs categories to the Contractual category, as well as update the salary schedules of RCDTC staff. An updated budget and budget narrative have been included for reference.

Total State Grant not to exceed \$ **1,847,602.93** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Resource Conservation District of Tehama County

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

DocuSigned by:

By

Jon Barrett

DBB8227843484E4... ized Representative

Print Name/

Title Jon Barrett District Manager

Date 10/7/2025

DocuSigned by:

By

Alan Talhelm

36BC6638A68D4F6...

Title: **Alan Talhelm,**
Assistant Deputy Director, Climate & Energy

Date 10/13/2025

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 8GG22626	PO ID 0000612450	SUPPLIER ID 0000015878
FUND 3228	FUND NAME Greenhouse Gas Reduction Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 1,847,602.93
GL UNIT 3540	BUD REF 501	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 0.00
REPORTING STRUCTURE 35409507	SERVICE LOCATION 96214	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this
encumbrance.

DocuSigned by:

30D0E1AC61EA48D...

10/13/2025

Date

THIRD AMENDMENT TO GRANT AGREEMENT NUMBER 8GG22626

THIS THIRD AMENDMENT TO GRANT AGREEMENT NUMBER 8GG22626 (this "Amendment") is made and entered into as of the later of the dates set forth under the parties' signatures below (the "Effective Date"), by and between Resource Conservation District of Tehama County ("Grantee"), and the California Department of Forestry and Fire Protection ("CAL FIRE").

RECITALS:

A. Grantee and CAL FIRE are parties to that certain Grant Agreement Number 8GG22626 with an effective date of November 16, 2023 ("Existing Agreement").

B. The Existing Agreement was for a grant amount of \$1,847,602.93 and included an approved project budget.

C. Grantee has requested an amendment to update the project budget and budget narrative.

D. Grantee and CAL FIRE desire to amend the Existing Agreement to update the project budget and budget narrative.

AMENDMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms; Recitals. Capitalized terms not defined in this Amendment have the same meanings as set forth in the Agreement. The Recitals to this Amendment are incorporated in and made a part of this Amendment.

2. Updated Documents. The documents attached hereto in Exhibit A and Exhibit B incorporated herein by reference replace and supersede the corresponding budget and budget narrative attached to the existing agreement.

3. Reaffirmation. The terms of this Amendment will govern and control over any conflicting provisions in the Existing Agreement. Except in the case of such conflicts and as expressly amended by this Amendment, the terms and provisions of the Existing Agreement remain unchanged and in full force and effect.

Exhibit A - Revised October 2025

Budget Report

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
Program: Forest Health Program FY 2022-2023
Project Name/Title: TGU - Tehama East Forest Health Program
Org Name: Resource Conservation District of Tehama County
Award/Contract Number: 8GG22626
Stage: Budget-to-Actual

Report Date: 10/02/2025
Requested By: Seronica Biggs
sbiggs@tehamacountyrctd.org

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share
Salaries & Wages									
	District Manager	HR	400	\$73.12	\$29,248.00	\$29,248.00	\$0.00		\$0.00
	Registered Forester	HR	700	\$56.45	\$39,515.00	\$39,515.00	\$0.00		\$0.00
	Project Coordinator	HR	50	\$37.20	\$1,860.00	\$1,860.00	\$0.00		\$0.00
	Administrative Manager	HR	50	\$66.70	\$3,335.00	\$3,335.00	\$0.00		\$0.00
	Staff Accountant	HR	200	\$39.76	\$7,952.00	\$7,952.00	\$0.00		\$0.00
	Project Manager	HR	25	\$50.02	\$1,250.50	\$1,250.50	\$0.00		\$0.00
	Controller	HR	100	\$66.70	\$6,670.00	\$6,670.00	\$0.00		\$0.00
	Specialist (Forestry/GIS/Technical)	HR	2400	\$47.46	\$113,904.00	\$113,904.00	\$0.00		\$0.00
	Intern	HR	2	\$23.09	\$46.18	\$46.18	\$0.00		\$0.00
	Office Assistant	HR	200	\$35.92	\$7,184.00	\$7,184.00	\$0.00		\$0.00
Salaries & Wages Total			4127	\$496.42	\$210,964.68	\$210,964.68	\$0.00		\$0.00
Employee Benefits									
	District Manager	HR	400	\$9.87	\$3,948.00	\$3,948.00	\$0.00		\$0.00
	Registered Forester	HR	700	\$13.46	\$9,421.30	\$9,421.30	\$0.00		\$0.00
	Project Coordinator	HR	50	\$9.48	\$473.90	\$473.90	\$0.00		\$0.00
	Administrative Manager	HR	50	\$13.27	\$663.42	\$663.42	\$0.00		\$0.00
	Staff Accountant	HR	200	\$8.76	\$1,752.80	\$1,752.80	\$0.00		\$0.00
	Project Manager	HR	25	\$12.11	\$302.64	\$302.64	\$0.00		\$0.00
	Controller	HR	100	\$11.89	\$1,189.00	\$1,189.00	\$0.00		\$0.00
	Specialist (Forestry/GIS/Technical)	HR	2400	\$12.86	\$30,859.20	\$30,859.20	\$0.00		\$0.00
	Intern	HR	2	\$9.39	\$18.77	\$18.77	\$0.00		\$0.00
	Office Assistant	HR	200	\$9.39	\$1,877.14	\$1,877.14	\$0.00		\$0.00
Employee Benefits Total			4127	\$110.48	\$50,506.17	\$50,506.17	\$0.00		\$0.00
Contractual									
	Biomass Removal	Contract	1	\$268,650.00	\$268,650.00	\$268,650.00	\$0.00		\$0.00
	Mastication	Contract	2	\$935,820.14	\$935,820.13	\$935,820.13	\$0.00		\$0.00
	Herbicide	Contract	1	\$37,750.00	\$37,750.00	\$37,750.00	\$0.00		\$0.00
	Additional Lowbed Cost	Unforeseen lowbed cost	1	\$8,400.00	\$8,400.00	\$8,400.00	\$0.00		\$0.00
	Collins Forester - RPF (1)	Meet with contractors, administration, and reporting	552	\$100.00	\$55,200.00	\$55,200.00	\$0.00		\$0.00
	Collins Technician - (1)	Unit layout	312	\$50.00	\$15,600.00	\$15,600.00	\$0.00		\$0.00
	Collins Mileage	Assumes the Collins will drive 5128.2 miles during the project	5128.2	\$0.59	\$3,000.00	\$3,000.00	\$0.00		\$0.00
	Collins Flagging	Flagging material, paint, printing cost.	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00		\$0.00
	BCMR Match	Administration, contracting, contractor access, etc.	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Supplemental Contractual	Each	10	\$100.00	\$1,000.00	\$1,000.00	\$0.00		\$0.00
Contractual Total			6008.2	\$1,253,870.73	\$1,328,420.13	\$1,328,420.13	\$0.00		\$0.00
Travel & Per Diem									
Travel & Per Diem Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Supplies									
	Office Supplies	Each	1000	\$1.00	\$1,000.00	\$1,000.00	\$0.00		\$0.00
	Misc. Field Supplies	Each	2500	\$11.97	\$29,916.49	\$29,916.49	\$0.00		\$0.00
	GIS Supplies/Memberships	Each	5000	\$1.00	\$5,000.00	\$5,000.00	\$0.00		\$0.00
	Mapping devices, programs, software and hardware.	Each	3600	\$1.00	\$3,600.00	\$3,600.00	\$0.00		\$0.00
Supplies Total			12100	\$14.97	\$39,516.49	\$39,516.49	\$0.00		\$0.00
Equipment									
	NOTE: Indirect cost rates do not apply to Equipment. Use Titles to briefly describe each item. Cost Share from the grantee and from a partner can be tracked on separate lines.	In each rows Description, enter the unit of measurement and choose from only the following labels: Hours, Days, Each, Report, Contract, Miles, Daily, Acres	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Equipment Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other Costs									
	Filing of CEQA Exemptions	Each	2	\$52.50	\$105.00	\$105.00	\$0.00		\$0.00
	Equipment Rental	Each	5	\$1,110.00	\$5,550.00	\$5,550.00	\$0.00		\$0.00
	Vehicle Fuel	Each	2500	\$5.50	\$4,583.00	\$4,583.00	\$0.00		\$0.00
	Certifications, memberships & Trainings	Each	10000	\$1.00	\$10,000.00	\$10,000.00	\$0.00		\$0.00
Other Costs Total			12507	\$1,169.00	\$20,238.00	\$20,238.00	\$0.00		\$0.00

Indirect Cost									
	To be used by CAL FIRE staff only	To be used by CAL FIRE staff only	1	\$197,957.46	\$0.00	\$197,957.46	\$0.00		\$0.00
Indirect Cost Total			1	\$197,957.46	\$0.00	\$197,957.46	\$0.00		\$0.00

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share
Other									
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

Grant Total			38870.2	\$1,453,619.06	\$1,649,645.47	\$1,847,602.93	\$0.00		\$0.00
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Total Grant Proposed Costs: \$1,847,602.93

Exhibit B - Revised October 2025

APPENDIX F

Budget Narrative (Budget Justification)

Personnel

Job Title. Registered Forester

Role on Project. The Forester or RPF is the registered professional forester that internally oversees forestry projects and ensures they are meeting environmental compliance. They ensure that the scope of work is completed within budget and according to the work plan timeline and the deliverables are being met. They submit monthly activity and financial reports that were compiled by the accounting and admin staff to CAL FIRE. They complete project monitoring to report metrics and statistics back to CAL FIRE. Completes the biannual jobs reporting required by CARB. Creates georeferenced files relating to the scope of work and maintains the GIS library of project shapefiles to submit to CAL FIRE when necessary. They create contracts with contractors and bid solicitations for review by the district manager. They additionally perform Quality Assurance and Control on subcontractor work. Serves on the review committee and scores bids submitted by contractors for project work.

Job Title. District Manager

Role on Project.

The District Manager oversees the District Forester and operates in a project management capacity to supplement the efforts of the District Forester. The District Manager ensures strategic decision making, interagency relations, and operational considerations adhere to the stipulations of the contractual agreement, ensuring deliverables are met within the project life. The District Manager attends project meetings with or on behalf of the District Forester as required and leverages outside resources where appropriate to complete or exceed the deliverables of the project. Also reviews all purchases, contracts, bid solicitations and bonds. Serves on the review committee and scores bids submitted by contractors for project work. Reports to the board of directors with contractor selection recommendations.

Job Title. Controller

Role on Project.

The accountant audits the financial documentation created by the Staff Accountant or directly processes the monthly invoicing to assist the Staff Accountant. The accountant understands allowable costs within the contract agreement, ensuring submitted documentation from all other staff complies with the direct cost standards laid forth in the project scope. The accountant tracks actual expenditures against the project budget, working together with the District Forester to ensure the costs are accurately recorded, processed, and reported to ensure project funds are properly expended. Maintains a database of records for auditory purposes.

Job Title. Project Coordinator

Role on Project. Meet with stakeholders, hold outreach meetings, develop outreach materials.

Job Title. Intern

Role on Project. - An Intern assists the forestry department with flagging, tree marking, monitoring and anything related to the completion of the scope of work in the instance the forestry department is not available.

Job Title. Office Assistant

Role on Project.

The office Assistant transmits all project supporting documentation which results in the completed invoice packets which are submitted by the District Forester on a monthly basis. All records of time, purchase receipts, and other project support are indexed and provided in accordance with the requirements of the project.

Job Title. Specialist (Forestry, GIS, Technical)

Role on Project. The Forestry Specialist is the assistant to the Forester/ RPF and assists the Forester with project related tasks including but not limited to reporting, monitoring, audits, contracting, and project layout. Also serves on the review committee and scores bids submitted by contractors for project work as well as integrates additional specialist employed by RCD that assist with topographic drone flights, GIS mapping and progression as well as Avenza conversion.

Job Title. Admin Manager

Role on Project. The role of Administrative Manager for the purposes of this project is to analyze and optimize work performed on the project, ensuring the aggregate labor force is within the scope, and the targeted budget for the labor force is maintained. The resultant statistical and financial project data generated by the Staff Accountant and/or Accountant must be audited and quality controlled to ensure compliance with the project scope and contractual agreement. The Administrative Manager works with the District Forester to ensure project health is maintained and the deliverables are met within the project life. The Administrative Manager assists in project budgeting and analysis where appropriate.

Job Title. *Staff Accountant*

Role on Project.

The Staff Accountant performs bookkeeping for all project expenditures, processes payroll for the people working on the project, and processes payables and receivables directly generated by project activity. The Staff Accountant also maintains equipment records and DoT compliance via the utilization of equipment on the project utilizing the pre- and post-work vehicle inspection forms.

Job Title. *Project Manager*

Role on Project.

Meet with stakeholders, hold outreach meetings, develop outreach materials.

\$210,964.68

Fringe Benefits.

RCDTC fringe benefits include paid leave, 457B retirement benefits match, technology stipend, and insurance which covers health, vision, and dental. Benefits are not budgeted on a percentage basis rather than the actual amount per employee. Each employee has a different level of insurance coverage and as well deficiencies so a percentage would not work.

\$50,506.17

Travel

No Travel reimbursements are expected.

Materials and Supplies

Office Supplies- Which includes paper, notepads, sticky notes, envelopes and mailing supplies, folder, binders, index cards, pens, pencils highlighters, markers, sharpies, paper clips, binder clips, rubber bands, push pins, tape, staplers and staples, post it notes, calendars and planners, printer/copier allocation, {brochures and flyers, posters and banners, signage, registration tables and name tags, event programs, booths, tents, display boards, flip charts, easels, online ads, newspaper ads to conduct Project activities}(these items are for planning and organizational capacity building and will not exceed the 10% threshold outlined in the grant guidelines).

Misc Field Supplies- Which includes paint, flagging, prisms, compass, spencer loggers tape and refills, Biltmore stick, PPE (including: Gloves, Safety glasses, Hi-Vis shirts, Chaps, goggles, Tyvek, Rubber Boots, Nitrile gloves, Ear protection, hard hat), bar oil, 4 stroke oil, 2 stroke oil, chains, Protective clothes/pants – for chainsaw, chains, tiedowns, and binders, for towing and holding down equipment, gas can, Filings (for sharpening chainsaws), , Small hand tools which are required for driver safety in remote locations (loppers, hand cutters, pliers, Shovels, Pulaski's, picks, etc.), Traffic cones (for operations along public roadways), traffic signs/Road safety signs(for informing the public of current operations along public roads), walkie talkies, rain gear, {PPE for hand crew work, mechanical parts and oils necessary for operation of small equipment}(these items are for planning and organizational capacity building and will not exceed the 10% threshold outlined in the grant guidelines). Herbicide, herbicide supplies, PPE and related equipment. Mechanical parts and oils including but not limited to masticator teeth, replacement hoses/fittings, filters, oil, hydraulic fluid, nuts, bolts, etc.

Online licensing and subscriptions- CNDBB (Related towards CEQA creation and submittal), ArcGis Subscription, Avenza Pro Subscription & ESRI Credits (Related towards map creation, acreage reporting, and field staff interface, ParcelQuest (Online subscription for delineating and identifying Parcel & Easement location), Mondays.com + Upgrade Seat (Project management Software for organizing work, scheduling staff, and creating measuring deliverable progression and elapsed overall time.

Mapping devices, programs, software and hardware- Geode GNS3m for forest inventory analysis, data collection/capture, property line and unit boundary identification, and wetland delineation data analysis. Two Nikon Forester II lasers for watercourse buffers, tree marking, and tree distances.

\$39,516.49

Equipment

No equipment is expected to be purchased.

Contractual Costs (including Consultants, Subawardees, and Subrecipients)

Mastication- This activity is for fuels reduction. This is projected to cost \$ \$687,355.00 at a cost of \$ 695.00/ac for a total of 989 acres.

Biomass Removal- This activity is for biomass utilization. This is projected to cost \$ \$268,6500.00 at a cost of \$ 1350.00/ac for a total of 199 acres.

Herbicide Application- This activity is for herbicide application. This is projected to cost \$ \$37,7500.00 at a cost of \$ 250.00/ac for a total of 151 acres.

Unforeseen Lowbed Cost- This is for the cost of a lowbed to haul machines back to the project. This was an unforeseen cost due to the sighting of wolves near the project. CDFW established a LOP for the project which is from April-July. This is projected to cost \$ \$8,400.00.

Collins Forester - RPF (1)- Meet with contractors, administration, and reporting. This is projected to cost a total of \$ \$55,200.00.

Collins Technician - (1)- Unit layout. This is projected to cost a total of \$ \$15,600.00.

Collins Mileage- Assumes the Collins will drive 5128.2 miles during the project. This is projected to cost a total of 3,000.00.

Collins Flagging- Flagging material, paint, printing cost. This is projected to cost a total of \$3,000.00.

Supplemental Contractual- Including but not limited to legal fees, RPF, PCA, arborists, etc. This is projected to cost a total of \$1,000.00.

\$1,328,420.14

Other Direct Costs

Equipment Rental- This includes a per day rental for RCDTC owned equipment such as F350 Brutus, F450 Black Angus, F250 Long Bed, F250 Utility, Shorty F250, Dodge, F350 Utility Gas, Ranger, Chain Saw, Large Chain Saw(for removing trees in roadways), Ironbull Equip Trailer, PJ Trailer(trailers are used to transport UTV's to the project site), Polaris Ranger UTV, Kubota UTV(UTV's are used for monitoring purposes and access to these remote locations when necessary such as during the winter period). The RCD is requesting the use of its daily rental rate which is much cheaper than Cal Trans rates and will save the taxpayer and treat more acreage.

Vehicle & Equipment Fuel- Fuel costs are calculated on a proportional basis for equipment and vehicles.

Certification, Memberships and Trainings- Including but not limited to Arch Cert refreshers, RPF license renewal, CLFA membership, Forest Veg Conference, CLFA workshops, SAF conference, GIS trainings, USGS.

CEQA Filing Fees- These include filing to the county clerk and state clearinghouse the Notice of Exemptions for minor alteration of lands and other CEQA forms. This is projected to cost a total of \$105.00.

\$20,238.00

Indirect (F&A) Costs

Indirect costs are calculated in accordance with the budgeted indirect cost rate and may not be applied towards Equipment.

\$197,957.46

CAL FIRE Forest Health

Grant Amendment Review Form

Grant ID: 8GG22626 Amendment #: 3 Date of Request: 10/2/25
 Grantee: RCD of Tehama County Grant Project Name: Tehama East Forest Health Program

Brief explanation of changes requested:

Update budget to reflect salary schedule update, changes due to wolf activity, and moving treatments from in-house to contractual.

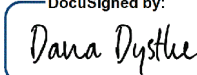
- ☐ A FORMAL amendment is required because the request involves:
- ☐ A change to the project end date. (End date complies with that fiscal year's liquidation date.)
 - ☐ A reallocation of CAL FIRE grant funds between budget categories that increases or decreases the total award amount by 10% or more.
- ☒ A FORMAL amendment is recommended by Forest Health Program Staff because:
- ☐ Acres treated with CAL FIRE funds are decreasing by:
 - ☒ Guidance: A formal amendment may be necessary if total acres treated decreases by >10%
 - ☐ Treatment type is being changed.
 - ☐ Guidance: A formal amendment may be necessary if the treatment type is changing by >25% of the total CAL FIRE funded treatment acreage
 - ☐ Other, explain:

- ☐ Forest Health Program Staff recommend an INFORMAL modification because the request involves:
- ☐ A reallocation of CAL FIRE grant funds between line items within budget categories.
 - ☐ A reallocation of CAL FIRE grant funds between budget categories that creates increases or decreases of less than 10% of the total award amount.
 - ☐ A negligible change in the # of acres treated with CAL FIRE funds.
 - ☐ A negligible change in the treatment type.
 - ☐ A change in the physical location of treatment acres, but no significant change in total acres treated.
 - ☐ Changes requires a reissuance of a Letter of Environmental Compliance.
 - ☐ Other, explain:

Amendment request checklist:

- ☒ Request is on letterhead, with signature of Grantee
- ☒ Revised budget entered in eCivis, narrative matches the budget sheet changes
- ☐ Updated project map(s) and updated shapefiles attached → Route to Zawara Amjad
- ☐ Changes to Environmental Compliance → Route to Caroline Petersen & Erica Uhor
- ☐ Changes proposed that may affects GHG calculations → Route to Kevin Welch & Jason Carter
- ☒ Entered Amendment in Amendment Tracker
- ☒ Update AirTable Amendment Tracker and Treatment Areas

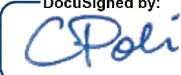
Comments:

DocuSigned by:

 AEFE7A624EC14CC...

10/6/2025

Forest Health Forester Signature

Date

DocuSigned by:

 C7558ED940004A0...

10/6/2025

Program Manager Signature

Date



10/2/2025

Formal Amendment Request

Project: Tehama East Forest Health Program

Performance Period: 11/16/23 - 3/31/29

Grant ID: 8GG22626

Grant Review Committee,

This amendment formally requests:

1. **Shift funds between budgetary categories** that are essential for the completion of the expanded scope of work from the previous amendment. Initially the RCD was going to perform both the herbicide application as well as the mastication on USFS lands themselves, but due to the increased demand from other programs on the equipment and RCD field staff we won't be able to self-perform the work and will be releasing a formal solicitations to complete the work.
2. **Update Salary schedules of RCDTC staff.** The last amendment used a draft version of the 25/26 salary schedule, since then there were some minor tweaks made to the salary schedule and was passed by the board of directors on June 26th 2025. During the month of August wolves were detected near the project site and shut down operations within a 1-mile buffer of the rendezvous site. The contractor performing the mastication left the project because there was no initial timeline of when the project would become viable until CDFW developed a protocol. A LOP was established by CDFW which runs from April-July, we are currently outside of that LOP timeline and we would like to get operations started again. In order to get the machines back to the project an additional lowbed fee is being added due to unforeseen circumstances.

Justifications/descriptions of these elements are provided, to lend context towards their inherent need for deliverable completion. Please refer to the following amendment requests.

1. Transfer of funds to different budgetary Categories



<u>Proposed Shifts</u> <i>Subtract - \$65,766.02 from “Salaries & Wages”</i> <i>Subtract - \$19,083.39 from “Employee Benefits”</i> <i>Subtract - \$228,600.72 from “Other Costs”</i> TO <i>Add +\$313,450.13 to “Contractual”</i>	<table><tr><th>Category</th><th>Original Direct Cost</th><th>Proposed Amendment</th><th>Total Post Amendment</th></tr><tr><td>Salaries & Wages</td><td>\$ 276,730.70</td><td>\$ (65,766.02)</td><td>\$ 210,964.68</td></tr><tr><td>Employee Benefits</td><td>\$ 69,589.56</td><td>\$ (19,083.39)</td><td>\$ 50,506.17</td></tr><tr><td>Contractual Total</td><td>\$ 1,014,970.00</td><td>\$ 313,450.13</td><td>\$ 1,328,420.13</td></tr><tr><td>Travel</td><td>\$ -</td><td>\$ -</td><td>\$ -</td></tr><tr><td>Supplies</td><td>\$ 39,516.49</td><td>\$ -</td><td>\$ 39,516.49</td></tr><tr><td>Other Costs</td><td>\$ 248,838.72</td><td>\$ (228,600.72)</td><td>\$ 20,238.00</td></tr><tr><td>Indirect</td><td>\$ 197,957.46</td><td>\$ -</td><td>\$ 197,957.46</td></tr><tr><td>Total</td><td>\$ 1,847,602.93</td><td>\$ -</td><td>\$ 1,847,602.93</td></tr></table>	Category	Original Direct Cost	Proposed Amendment	Total Post Amendment	Salaries & Wages	\$ 276,730.70	\$ (65,766.02)	\$ 210,964.68	Employee Benefits	\$ 69,589.56	\$ (19,083.39)	\$ 50,506.17	Contractual Total	\$ 1,014,970.00	\$ 313,450.13	\$ 1,328,420.13	Travel	\$ -	\$ -	\$ -	Supplies	\$ 39,516.49	\$ -	\$ 39,516.49	Other Costs	\$ 248,838.72	\$ (228,600.72)	\$ 20,238.00	Indirect	\$ 197,957.46	\$ -	\$ 197,957.46	Total	\$ 1,847,602.93	\$ -	\$ 1,847,602.93
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“Salaries and Wages” Justification

- Decrease “Salaries & Wages” by \$65,766.02. Initially the RCD was going to perform both the herbicide application as well as the mastication work on USFS lands themselves, but due to the increased demand from other RCD programs on the equipment and RCD field staff we won’t be able to self-perform the work and will be releasing bid solicitations for contracted work.

“Employee Benefits” Justification

- Decrease “Employee Benefits” by \$19,083.39. The employee’s benefits usually works in tandem with salaries and wages, when one decreases, so does the other in proportion.

“Contractual” Justification:

- Increase “contractual” by \$ 313,450.13. The RCD will no longer be self-performing the work and will be releasing bid solicitations for both the herbicide application and the mastication on USFS lands along the southern perimeter of BCMR. There were also some unforeseen circumstances regarding the sighting of wolves near the project. Operations were ceased per the FPR’s and CDFW was contacted. CDFW determined a 1-mile buffer be established as well as an LOP from April-July. This cease in operation resulted in the contractor performing the mastication to recall his equipment and move it to another jobsite. Due to currently being outside of the LOP the RCD and all partners would like to continue mastication operations for the remainder of the 2025 season. This requires an additional cost for the transport of equipment back to the project site. Please see the attached email with quote from the transport company. There was also a change in treatment acreage that resulted in a decrease in total cost of mastication and an increase in total cost of biomass.

“Other Costs” Justification

- Decrease "Other Costs" by \$228,600.72. The large decrease in this category is due to the RCD no longer self-performing work and therefore no need for the extra equipment cost.

2. Update Salary schedules of RCDTC staff to account for fiscal year adjustments and integrate the upper salary schedule thresholds in the event of internal promotions.



*NOTE: These changes will not affect the holistic budget amount or the RCDTC's ability to complete the agreed upon deliverables in the grant agreement.
 Justification: Since the prior amendment that used a draft 25/26 salary schedule there were some tweaks before the board of directors approved it. The table below is the final version of the 25/26 salary schedule that was passed on June 26th 2025 during a special board meeting. Please reference the table below for positions and correlation max Salary & Wages.

RCD of Tehama County FY25-26 Salary Schedule													
	Min	Max Rate	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
District Manager	57.73	73.12	120,074.28	123,275.02	126,475.75	129,676.48	132,877.21	136,077.95	139,278.68	142,479.41	145,680.15	148,880.88	152,081.61
Management Advisor	57.73	73.12	120,074.28	123,275.02	126,475.75	129,676.48	132,877.21	136,077.95	139,278.68	142,479.41	145,680.15	148,880.88	152,081.61
Administrative Manager	47.26	66.70	98,291.52	102,336.89	106,382.26	110,427.63	114,473.00	118,518.37	122,563.74	126,609.11	130,654.48	134,699.85	138,745.23
Controller	47.26	66.70	98,291.52	102,336.89	106,382.26	110,427.63	114,473.00	118,518.37	122,563.74	126,609.11	130,654.48	134,699.85	138,745.23
Project Manager	38.48	50.02	80,041.72	82,442.27	84,842.82	87,243.37	89,643.92	92,044.47	94,445.02	96,845.57	99,246.12	101,646.67	104,047.22
Project Manager II	45.44	66.70	94,511.07	98,934.49	103,357.90	107,781.32	112,204.73	116,628.15	121,051.57	125,474.98	129,898.40	134,321.81	138,745.23
Specialist	32.71	47.46	68,038.97	71,106.34	74,173.71	77,241.08	80,308.45	83,375.82	86,443.19	89,510.56	92,577.93	95,645.30	98,712.67
Registered Forester	44.89	56.45	93,378.11	95,781.00	98,183.89	100,586.78	102,989.67	105,392.56	107,795.45	110,198.34	112,601.23	115,004.12	117,407.01
Staff Accountant	27.04	39.76	56,243.20	58,889.78	61,536.36	64,182.94	66,829.52	69,476.10	72,122.68	74,769.26	77,415.84	80,062.42	82,709.00
Project Coordinator II	33.28	46.02	69,222.40	71,872.75	74,523.11	77,173.46	79,823.81	82,474.16	85,124.52	87,774.87	90,425.22	93,075.57	95,725.93
Project Coordinator	24.38	37.20	50,701.67	53,368.95	56,036.23	58,703.50	61,370.78	64,038.06	66,705.34	69,372.61	72,039.89	74,707.17	77,374.45
Equipment Operator	30.79	44.89	64,038.06	66,972.06	69,906.07	72,840.07	75,774.08	78,708.08	81,642.09	84,576.09	87,510.10	90,444.10	93,378.11
Supervising Conservation Technician	30.79	44.89	64,038.06	66,972.06	69,906.07	72,840.07	75,774.08	78,708.08	81,642.09	84,576.09	87,510.10	90,444.10	93,378.11
Lead Conservation Technician	25.66	34.63	53,368.95	55,236.04	57,103.14	58,970.23	60,837.32	62,704.42	64,571.51	66,438.61	68,305.70	70,172.80	72,039.89
Conservation Technician	21.81	32.07	45,367.11	47,500.94	49,634.76	51,768.58	53,902.40	56,036.23	58,170.05	60,303.87	62,437.69	64,571.51	66,705.34
Office Assistant	24.38	35.92	50,701.67	53,102.22	55,502.77	57,903.32	60,303.87	62,704.42	65,104.97	67,505.52	69,906.07	72,306.62	74,707.17
Intern	16.64	23.09	34,611.20	35,953.52	37,295.84	38,638.16	39,980.48	41,322.80	42,665.12	44,007.43	45,349.75	46,692.07	48,034.39

Appreciate your time and consideration,

Seronica Biggs | District RPF
 Resource Conservation District of Tehama County